COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, February 15, 2023; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

REVISED FEBRUARY 13, 2023

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Public Works

1. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project, CIP #35062. [Ward 2]
2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project, CIP #35061. [Ward 5]
3. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street Intersection Resurfacing project, CIP #35061. [Ward 5]
4. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction project, CIP #35062. [Ward 6]
5. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project, CIP #33016. [Ward 3]
6. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Tremont Sanitary Sewer Replacement project, CIP #30048. [Ward 3]
7. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project, ARP #09. [Ward 1]
8. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Whalen Park Walking Trail project. [Ward 8]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case REZ22-08 being the request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]
2. Resolution approving the 2023 Urban Revitalization Tax Exemption (URTE) projects. [All Wards]
3. Resolution approving the State of Iowa Community Attraction and Tourism (CAT) Grant Agreement for the Martin Luther King, Jr. Plaza project, and authorizing the City Administrator or designee to sign necessary documents and agreements. [Ward 3]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Maria Dickmann, Vice Chair

III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule XIV Intersection Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding three intersections thereto. [Wards 2 & 6]
2. Second Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled “Schedules” of the Municipal Code of Davenport, Iowa by adding Fairmount Street along the east side from Locust Street to Garfield Street thereto. [Ward 1]
3. Resolution approving street, lane, or public ground closure requests for the listed dates and times.

   Davenport Community School District; High School Track Meets; Brady Street Stadium | 3603 Brady Street; 2:00 p.m. - 10:00 p.m. Tuesday, April 4, 2023; Thursday, April 6, 2023; Thursday, April 13, 2023; and Monday, April 17, 2023; **Closure:** 36th Street from Brady Street to west of Davenport Avenue. [Ward 7]

   Cornbelt Running Club; Bix at 6 Training Runs; 5:00 p.m. - 9:00 p.m. Thursday, June 22, 2023; Thursday, June 29, 2023; Thursday, July 6, 2023; and Thursday, July 13, 2023; **Closures:** East 4th Street from Pershing Avenue to River Drive; Pershing Avenue from East 4th Street to Kirkwood Boulevard; Kirkwood Boulevard from Pershing Avenue to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Jersey Ridge Road to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive. [Wards 3 & 5]

   Cornbelt Running Club; Genesis Sports Medicine Brady Street Sprints; 5:30 p.m. -

9:00 p.m. Thursday, July 27, 2023; **Closure:** Brady Street from 5th Street to 11th Street. [Ward 3]

4. Motion approving a noise variance request for the listed date and time for an outdoor event.

   Dam View Inn; St. Patrick's Day Party; 410 East 2nd Street; 8:00 a.m. Saturday, March 18, 2023 - 12:00 a.m. Sunday, March 19, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

5. Motion approving beer and liquor license applications.

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

   Ward 3

   La Finca, LLC (La Finca, LLC) – 916 West 2nd Street – License Upgrade – License Type: Class C Liquor (On-Premises)

   Oh So Sweet by Tiphanie (Oh So Sweet, LLC) – 210 East 2nd Street – New License – License Type: Class C Liquor (On-Premises)

   Ward 6

   Staybridge Suites (Surya Management, LLC) – 4729 Progress Drive – New License/Owner – License Type: Class C Liquor (On-Premises)

   Ward 8

   Super Market (Super Market, Inc) – 6723 Northwest Boulevard – New License/Owner – License Type: Class E Liquor (Carry-Out)

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

   Ward 1

   Sub Express & Gas (Keya Food Mart, Inc) - 4307 West Locust Street - License Type: Class E Liquor (Carry-Out)

   Ward 3

   Devon’s Complaint Dept (Triple Crown Whiskey Bar, LLC) - 304 East 3rd Street - Outdoor Area - License Type: LC - Class C Liquor (On-Premise)

   Endless Brews (Endless Brews, LLC) - 310 North Main Street - License Type: Special Class C Beer/Wine (On-Premise)

   Me & Billy (Collins Maus, LLC) - 200 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

The Meat Market (Weetbruch Enterprises, Inc) - 1629 Washington Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

EZ Stop (Shivco, Inc) - 2923 Brady Street - License Type: Class E Liquor (Carry-Out)

Ward 6

Camp McClellan Cellars (Julie Keehn) - 2302 East 11th Street - License Type: Class B Beer/Wine (Carry-Out)

R Bar-QCA, LLC (R Bar-QCA, LLC) - 4907 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

V. PUBLIC WORKS

1. First Consideration: Ordinance amending Section 13.16.109 entitled "Fees" of the Municipal Code of Davenport, Iowa to allow fees to be set by resolution of the City Council for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods. [All Wards]
2. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project, CIP #35062. [Ward 2]
3. Resolution approving the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project, CIP #35061. [Ward 5]
4. Resolution approving the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project, CIP #35061. [Ward 5]
5. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction project, CIP #35062. [Ward 6]
6. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project, CIP #33016. [Ward 3]
7. Resolution approving the plans, specifications, form of contract, and estimate of cost

for the Tremont Sanitary Sewer Replacement project, CIP #30048. [Ward 3]

8. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project, ARP #09. [Ward 1]
9. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Whalen Park Trail project. [Ward 8]
10. Resolution awarding a contract for the 2023 Pedestrian Curb Ramp Retrofit Program to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of $311,163.50, CIP #35060. [All Wards]
11. Resolution awarding a contract for the purchase of asphalt oils for the 2023 construction season to Bituminous Materials & Supply of Des Moines, Iowa. [All Wards]
12. Resolution awarding a contract for the CDBG Alley Program: 301 Kirkwood Boulevard to 330 East 15th Street Alley Reconstruction project to Emery Construction Group Inc of Moline, Illinois in the amount of $157,318.30, pending HUD funding allotment, #BG250. [Ward 5]
13. Resolution adopting the Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals. [All Wards]
14. Resolution approving the renewal of a 20-year land lease agreement at the Davenport Municipal Airport with the Iowa National Guard for the term March 1, 2023 through February 28, 2043. [Ward 8]
15. Resolution authorizing the submission of a RAISE grant program application to the United States Department of Transportation for financial assistance with enhancing and improving transportation access through flood mitigation efforts and infrastructure improvements. [Wards 1, 3, & 5]
16. Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards]
17. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]
18. Resolution assessing the cost of condemned property demolitions at various lots and tracts of real estate. [All Wards]
19. Resolution assessing the cost of sidewalk repairs at various lots and tracts of real estate. [All Wards]
20. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]
21. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]
22. Resolution assessing the cost of improvement projects for businesses participating in the Downtown Streetscaping program at various lots and tracts of real estate. [Ward 3]
23. Resolution assessing the cost of a streambank stabilization project at various lots and

tracts of real estate. [Ward 2]

24. Motion approving the Title VI Program for the City of Davenport Transit Division. [All Wards]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Derek Cornette, Vice Chair

VII. FINANCE

1. Resolution setting a Public Hearing on the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 – FY 2029 Capital Improvement Program. [All Wards]
2. Resolution adopting the CY 2023 City Administrator's Workplan. [All Wards]
3. Resolution establishing the interest rate for special assessments. [All Wards]
4. Motion approving the renewal of excess flood insurance for policy period February 12, 2023 to February 12, 2024 with Trisura Specialty Insurance Company in the amount of $86,476.20. [All Wards]
5. Motion approving the renewal of Active Shooter and Malicious Attack Insurance coverage for policy period February 10, 2023 to February 10, 2024 with Underwriters of Lloyd's, London in the amount of $52,689.68. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Martin Equipment of IA-IL Inc | wheels and hardware for John Deere Loader | Amount: $10,149.64
2. Klingner & Associates PC | East Central Park topographic survey | Amount: $10,635.75
3. Legat Architects Inc | architectural and engineering services for Redstone Parking Ramp roof improvement | Amount: $11,600
4. Scott County Treasurer | property tax payment for Parcel L0009-21 | Amount: $11,954
5. CDW Government Inc | Barracuda security annual renewal | Amount: $12,073.92
6. Scott County Treasurer | property tax payment for Parcel L0009-20 | Amount: $12,328
7. Werner Restoration Services Inc | Annie Wittenmyer water mitigation | Amount: $13,179.31
8. Keltek Inc | license renewal for squad cars | Amount: $13,575
9. M&C Inc | LeClaire House water mitigation | Amount: $14,368.97
10. Tri City Electric Co Inc | Annie Wittenmyer electrical repairs | Amount: $16,700
11. Traffic Control Corporation | Marquette/Central Park traffic signal cabinet replacement | Amount: $16,850
12. Tricon General Construction Inc | K-Square basket cap project | Amount: $26,635.06
13. Impact7G Inc | Goose Creek Park stream assessment and preliminary design and

plans | Amount: $28,000

14. Scott County Treasurer | property tax payment Parcel L0009-19C | Amount: $28,785
15. Kone Inc | elevator maintenance | Amount: $30,265.56

X. Other Ordinances, Resolutions and Motions

XI. Public with Business

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

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

XII. Reports of City Officials

XIII. Adjourn

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Brian Schadt | 563-326-7923 **2/15/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project, CIP #35062. [Ward 2]

Recommendation:
Hold the Hearing.

Background:
The stretch of West 36th Street from Pacific Street to North Division Street has been selected for reconstruction for poor pavement condition while simultaneously Iowa American Water completes upgrades to their system in the same area. This project will remove the existing pavement, replace with new concrete pavement, and update pedestrian curb ramps.

The project is scheduled to be bid early spring with construction to be complete this summer. Funding is established within CIP #35062.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:37 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:37 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 11:25 AM

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Brian Schadt | 563-326-7923 **2/15/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project, CIP #35061. [Ward 5]

Recommendation:
Hold the Hearing.

Background:
This construction project includes improvements to the East Locust Street and Eastern Avenue intersection. The work includes reconstruction of the existing intersection pavement and improvements to the associated ADA ramps within the project area. The project may also include replacement of adjacent curb or driveway as necessary to properly improve the street.

This project will be funded by Capital Improvements Program funds for local roads using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:35 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:36 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 11:25 AM

City of Davenport

Department: Public Works - Engineering
Contact Info: Geoff Blandin | 563-326-7756

Action / Date
2/15/2023

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street Intersection Resurfacing project, CIP #35061. [Ward 5]

Recommendation:
Hold the Hearing.

Background:
This project includes work in adjacent, but separate, project areas. The first project area includes the east leg of the Brady Street-East Central Park intersection and extends east to include all legs of the Pershing Avenue intersection. The work includes reconstruction of the existing roadway and improvements to the associated ADA ramps within the project area. The second project area includes reconstruction of the Farnam Street intersection extending approximately 50' past the intersection in all directions. Associated ADA sidewalk improvements are included as part of this work. Work will be directed by the City Engineer or their representative and will continue until budgeted funds are exhausted. The project may also include replacement of adjacent curb or driveway as necessary to properly improve the street.

This project will be funded by Capital Improvements Program funds for local roads using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	2/10/2023 - 2:25 PM

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Brian Schadt | 563-326-7923 **2/15/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction project, CIP #35062. [Ward 6]

Recommendation:
Hold the Hearing.

Background:
This project consists of the removal and replacement of the existing deteriorated concrete pavement on Carriage Hill Drive from East 32nd Street to 2806 Carriage Hill Drive, approximately 500 feet in length.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:35 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:35 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 11:34 AM

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Brian Schadt | 563-326-7923 **2/15/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project, CIP #33016. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
The proposed improvements include the removal of the existing pump station, the replacement of storm sewer and installation of additional storm sewer as well as other work necessary to facilitate these storm water improvements.

Funding is available through CIP #33016.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:36 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:36 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:09 PM

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
2/15/2023

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Tremont Sanitary Sewer Replacement project, CIP #30048. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
The project is for the construction of a new sanitary sewer line that begins at Manhole T-10-55, located in the alley bounded by East 14th Street, East 13th Street, Pershing Avenue, and Iowa Street, and extends southeasterly within the City rights-of-way to Manhole T-10-26 in Cork Hill Park near the intersection of East 11th Street and Farnam Street. The total project length is approximately 1,900 feet.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	2/9/2023 - 3:22 PM

City of Davenport

Department: Public Works - Admin **Action / Date**
Contact Info: Clay Merritt | 563-888-3055 **2/15/2023**

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project, ARP #09. [Ward 1]

Recommendation:
Hold the Hearing.

Background:
This project is for the construction of a new community center on the current property of the Davenport Public Library, Fairmount Street Branch. The stand-alone community center will be approximately 4,400 square feet and include an entrance vestibule, lobby and reception area, private staff office, serving kitchen, half-court sized basketball court, an open multi-purpose space, storage, and restrooms.

The project was designed by OPN Architects of Cedar Rapids, Iowa. Funding is available through CIP #ARP09.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/9/2023 - 8:59 AM
Public Works Committee	Moses, Trish	Approved	2/9/2023 - 8:59 AM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:09 PM

City of Davenport

Department: Public Works - Admin
Contact Info: Chad Dyson | 563-326-7817

Action / Date
2/15/2023

Subject:
Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Whalen Park Walking Trail project. [Ward 8]

Recommendation:
Hold the Hearing.

Background:
This project will install an internal walking trail at Whalen Park. This project was part of the FY 2022 Park Development CIP.

The total estimate is $116,460, which includes a contract contingency, paid through CIP #64112.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Whalen Park Trail-Bids and Specs

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:33 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:33 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 1:53 PM

WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION
CITY OF DAVENPORT, IOWA

2935 W. 72ND STREET
DAVENPORT, IA. 52806



PROJECT LOCATION MAP

SHEET INDEX

G000	COVER SHEET
C000	GENERAL NOTES AND INFORMATION
C101	SITE PLAN
C102 - C103	PROFILES
C201	GRADING AND EROSION CONTROL PLAN
C501	CONSTRUCTION DETAILS

GENERAL INFORMATION

CONSTRUCTION NOT SPECIFICALLY DETAILED OR SPECIFIED WITHIN THE PLANS OR IN THE PROJECT MANUAL SHALL CONFORM TO THE CITY OF DAVENPORT STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST EDITION.

IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.

THE CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING ON THIS PROJECT, ORDERING MATERIALS, OR BEGINNING CONSTRUCTION AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONFLICTS.

IOWA ONE CALL
1-800-292-8989
CALL 2 WORKING DAYS BEFORE YOU DIG !

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S/CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

(SIGNATURE) (DATE) 12-08-2022

PRINTED OR TYPED NAME KRISTIN E. CRAWFORD

LICENSE NUMBER 19664

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL:
ENTIRE SUBMITTAL

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
ILLINOIS FIRM NUMBER: 184-000214
SEAL
2144 56TH AVENUE WEST
BETTENDORF, IOWA 52722
563.635.7300 | SHIVE-HATTERY.COM

WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION

2935 W 72ND STREET DAVENPORT, IA. 52806

PRELIMINARY
- NOT FOR
CONSTRUCTION

REVIEW
ISSUE DATE: 12/08/2022

PROJECT NUMBER: 2132201890

G000

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Printed: 12/8/2022 8:17:36 AM

GENERAL NOTES:

1. THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF EXISTENCE OF, THE VERIFICATION OF STATUS OF, AND THE DETERMINATION OF THE EXACT LOCATION OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR(S).
2. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
3. THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
4. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
5. PROTECT EXISTING UTILITIES AND IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPAIRED OR REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE
6. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
7. SITE CLEANUP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES. DISPOSE OF DEMOLITION ITEMS OFF-SITE.
8. ALL OPEN EXCAVATIONS AND DEMOLITION SHALL BE PROTECTED.
9. MINIMIZE DUST SPREADING FROM ALL WORK AND STAGING AREAS.
10. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
11. WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER OR OWNER'S REPRESENTATIVE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT AUTHORITY WILL NOT BE PAID FOR.
12. NO PONDING OF WATER WILL BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED GROUND THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMENTS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN.
13. CONTOURS AND SPOT ELEVATIONS SHOWN ARE TO FINISHED GRADE.
14. SEED ALL AREAS DISTURBED BY CONSTRUCTION IN A TIMELY MANNER.
15. THE CONTRACTOR MAY VISIT THE SITE PRIOR TO SUBMISSION OF A BID TO ASCERTAIN THE AMOUNT OF ACCESSIBILITY TO THE AREA AND OTHER RESTRICTIONS THAT MAY OCCUR IN THE AREA.
16. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND/OR ELEVATIONS FOR CONFORMANCE TO THE DRAWINGS. NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCY IN DIMENSIONS AND/OR ELEVATIONS FROM THOSE SHOWN ON THE DRAWINGS.
17. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON AREAS OF ACCESS AND STAGING AND SHALL KEEP THE CONSTRUCTION AREA CLEAN AND FENCED FROM THE GENERAL PUBLIC.
18. ALL DEMOLITION SHOULD BE PERFORMED WITH THE LEAST AMOUNT OF DISTURBANCE TO THE SITE AND THE OWNERS OPERATIONS.
19. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF OFF SITE IN FULL COMPLIANCE WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS.
20. ALL JOINTING SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS). JOINTS SHALL MEET IOWA DEPARTMENT OF TRANSPORTATION STANDARD ROAD PLAN PV-101 DETAILS.
21. TRAIL ALIGNMENT SHAL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
22. ALL TREES SHALL BE PROTECTED. ANY TREES IN CONFLICT WITH THE TRAIL ALIGNMENT SHAL BE VERIFIED AND APPROVED FOR REMOVAL BY THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO REMOVAL. ANY TREES REMOVED SHALL BE REPLACED IN LOCATIONS APPROVED BY OWNER OR OWNERS REPRESENTATIVE.

	Parks Department				
	Whalen Park Walking Trail				
	City of Davenport, Iowa				
	Estimation of Quantities and Bid Item Reference Notes				
Item Number	**Bid Item**	**Bid Item**	**Total Quantity**	**Unit**	**Item Notes**
	Reference				
1	2010, 1.08, D, 1	Topsoil Strip, 4-inch	1500	SY	This bid item shall be defined by SUDAS Section 2010 and the Davenport Supplemental Specifications with the following additions: Strip topsoil in areas where asphalt path is being constructed and the disurbed area for grading purposes. Estimated quantity based on the grading limits and paid for based on plan quantity.
2		Excavation, Class 10	160	CY	This bid item shall be defined by SUDAS Section 2010 with the following additions: Item will be paid based on plan quantity.
3		Storm Sewer, HDPE, 6-inch	16	LF	Comply with SUDAS Section 4020 and the City of Davenport Supplemental Specifications.
4		Modified Subbase, GR-14 Backfill, 4-inch	1460	SY	This bid item shall be defined by SUDAS Section 2010 with the following additions: Place under Pedestrian Path, HMA.
5	7020, 1.08, A	Pavement, HMA, Surface Course, 2"	1460	SY	Surface course for proposed HMA paving. Use Mix HMA Standard Traffic (ST) Surface, 3/8", PG 58-28S. Surface course shall not vary from established grade by more than one-eighth inch (1/8") in ten feet (10') when measured in any direction. Submittal of mix design is required.
6	7020, 1.08, A	Pavement, HMA, Base Course, 2"	1460	SY	Surface course for proposed HMA paving. Use Mix HMA Standard Traffic (ST) Surface, 1/2", PG 58-28S. Base course shall not vary from established grade by more than one-half inch (1/2") in ten feet (10') when measured in any direction. Submittal of mix design is required.
7		Erosion Control, Complete	1	LS	This bid item shall be defined by SUDAS Section 9040 and the Davenport Supplemental Specifications. A Davenport COSESCO permit (no fee) will be required for this project.Temporary Seeding shall be incidental to the item. Payment will be made at the contract lump sum price.
8		Soil Quality Restoration	10000	SY	This bid item shall be defined by the requirements for Method 8 Soil Quality Restoration per the Iowa Stormwater Management Manual. Lump sum price shall include mowing, aerating, applying 1/2"-3/4" compost blanket over the area, and watering until vegation is established. Seeding included in bid item below.
9	9010, 1.08, B	Seeding, Fertilizing, and Mulching for Hydraulic Seeding	10000	SY	This bid item shall be defined by SUDAS Section 9010 with the following additions: Seeding shall be Type 1, Permanent Lawn Mixture. This bid item is for seeding on disturbed areas not covered by pavement. Payment will be at the unit price per square yard of area seeded, mulched, and fertilized.
10		Construction Layout	1	LS	This item shall be defined by SUDAS Section 11,010. This includes all survey and staking necessary for construction including setting grades for paving and setting grades necessary to establish drainage. Payment for this item will be made at the contract lump sum price.
11		Construction Contingency, $10,000	1	LS	This bid item is for compaction testing performed by an independent testing laboratory hired by the Contractor, as specified in SUDAS 2010. This item may also be used for other unforeseen circumstances which shall only by used with prior authorization and written approval of the Engineer. This item shall be bid per lump sum in the amount of $10,000. Payment shall be made based upon approved individual incidences.
12A		Removal of Sidewalk	388	SY	Comply with SUDAS Section 7030 and the City of Davenport Supplemental Specifications. Work shll include removal and disposal of concrete sidewalk. Existing sidewalk thickness is anticpated to be 4 inches.No additional compensation will be allowed for various thickness or material types encountered during construction. Payment will be at the contract unit price per square yard.
13A		PCC Sidewalk, 4-inch	484	SY	Comply with SUDAS Section 7030 and the City of Davenport Supplemental Specifications. Work shll include removal and disposal of concrete sidewalk. Existing sidewalk thickness is anticpated to be 4 inches.No additional compensation will be allowed for various thickness or material types encountered during construction. Payment will be at the contract unit price per square yard.

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WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION

2935 W 72ND STREET DAVENPORT, IA. 52806

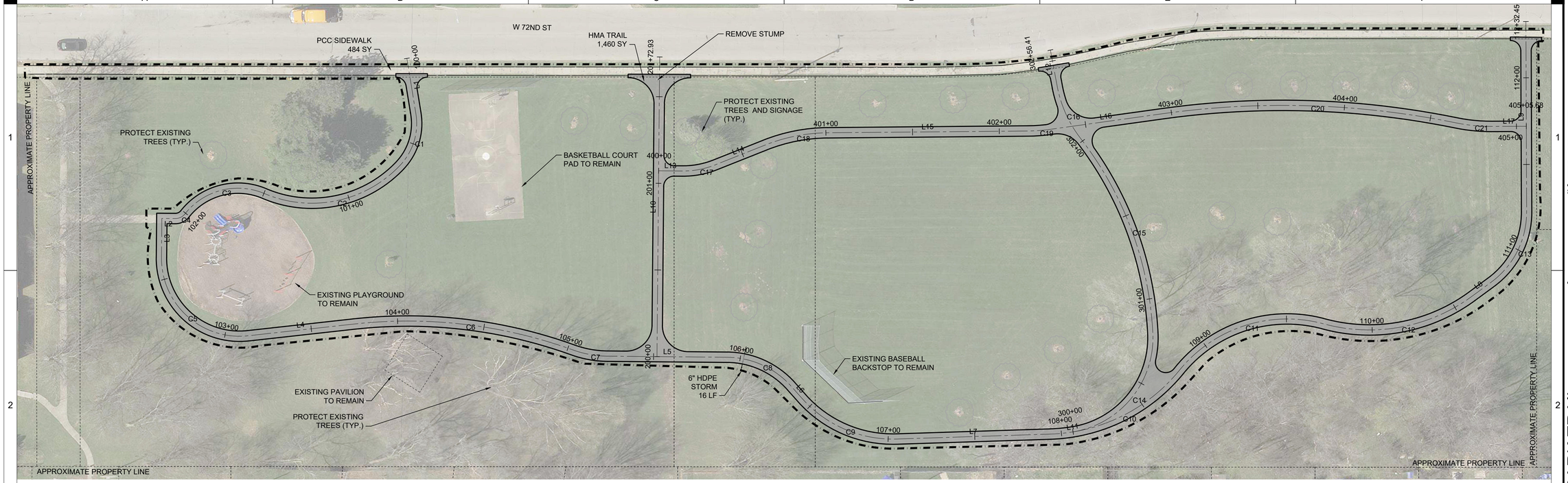
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APPROVED BY	KEC
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	2132201890
FIELD BOOK	########

GENERAL NOTES AND INFORMATION

C001

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SCALE IN FEET

LEGEND

- DISTURBANCE LIMITS
- HMA TRAIL 6' WIDTH
- PCC SIDEWALK 5' WIDTH (ALT BID)

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L1	32.44'		S10° 45' 27.84"E		N = 593546.72 E = 2428497.34	N = 593514.84 E = 2428503.40
C1	32.18'	35.00'	S15° 34' 57.23"W	52° 40' 50.15"	N = 593514.84 E = 2428503.40	N = 593484.93 E = 2428495.05
C2	85.04'	70.00'	S76° 43' 39.79"W	69° 36' 34.96"	N = 593484.93 E = 2428495.05	N = 593466.58 E = 2428417.28
C3	50.90'	39.00'	S74° 08' 41.59"W	74° 46' 31.37"	N = 593466.58 E = 2428417.28	N = 593453.64 E = 2428371.72
C4	6.38'	7.00'	S62° 53' 04.74"W	52° 15' 17.68"	N = 593453.64 E = 2428371.72	N = 593450.83 E = 2428366.23
L2	7.75'		S89° 00' 43.58"W		N = 593450.83 E = 2428366.23	N = 593450.70 E = 2428358.48
L3	22.59'		S00° 59' 16.42"E		N = 593450.70 E = 2428358.48	N = 593428.11 E = 2428358.87
C5	76.06'	45.00'	S49° 24' 34.39"E	96° 50' 35.94"	N = 593428.11 E = 2428358.87	N = 593384.31 E = 2428410.00
L4	61.63'		N82° 10' 07.64"E		N = 593384.31 E = 2428410.00	N = 593392.71 E = 2428471.05
C6	128.13'	280.00'	S84° 43' 16.82"E	26° 13' 11.08"	N = 593392.71 E = 2428471.05	N = 593381.02 E = 2428597.53
C7	20.29'	60.00'	S81° 17' 58.85"E	19° 22' 35.14"	N = 593381.02 E = 2428597.53	N = 593377.97 E = 2428617.50
L5	69.08'		N89° 00' 43.58"E		N = 593377.97 E = 2428617.50	N = 593379.16 E = 2428686.57
C8	41.68'	50.00'	S67° 06' 35.54"E	47° 45' 21.75"	N = 593379.16 E = 2428686.57	N = 593363.41 E = 2428723.86
L6	9.53'		S43° 13' 54.67"E		N = 593363.41 E = 2428723.86	N = 593356.47 E = 2428730.38
C9	61.23'	70.00'	S68° 17' 19.45"E	50° 06' 49.56"	N = 593356.47 E = 2428730.38	N = 593334.54 E = 2428785.47
L7	88.82'		N86° 39' 15.77"E		N = 593334.54 E = 2428785.47	N = 593339.72 E = 2428874.14
C10	85.62'	100.00'	N62° 07' 37.73"E	49° 03' 16.08"	N = 593339.72 E = 2428874.14	N = 593378.54 E = 2428947.53
C11	92.37'	80.00'	N70° 40' 43.87"E	66° 09' 28.38"	N = 593378.54 E = 2428947.53	N = 593407.43 E = 2429029.94
C12	90.00'	100.00'	N77° 58' 33.89"E	51° 33' 48.34"	N = 593407.43 E = 2429029.94	N = 593425.55 E = 2429115.02
L8	13.82'		N52° 11' 39.72"E		N = 593425.55 E = 2429115.02	N = 593434.02 E = 2429125.94
C13	47.05'	50.00'	N25° 14' 12.28"E	53° 54' 54.88"	N = 593434.02 E = 2429125.94	N = 593475.03 E = 2429145.26
L9	109.87'		N01° 43' 15.16"W		N = 593475.03 E = 2429145.26	N = 593584.85 E = 2429141.96

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L10	172.93'		N00° 59' 16.42"W		N = 593378.46 E = 2428646.05	N = 593551.36 E = 2428643.07

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L11	0.00'		N79° 11' 10.64"E		N = 593341.33 E = 2428887.06	N = 593341.33 E = 2428887.06
C14	80.29'	55.00'	N37° 21' 59.89"E	83° 38' 21.49"	N = 593341.33 E = 2428887.06	N = 593399.62 E = 2428931.58
C15	121.55'	200.00'	N21° 51' 47.90"W	34° 49' 14.09"	N = 593399.62 E = 2428931.58	N = 593510.70 E = 2428887.01
C16	33.07'	70.00'	N25° 44' 19.74"W	27° 04' 10.41"	N = 593510.70 E = 2428887.01	N = 593540.21 E = 2428872.78
L12	21.50'		N12° 12' 14.54"W		N = 593540.21 E = 2428872.78	N = 593561.23 E = 2428868.23

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L13	13.69'		N89° 00' 43.58"E		N = 593485.67 E = 2428644.20	N = 593485.90 E = 2428657.89
C17	19.37'	50.00'	N77° 54' 44.79"E	22° 11' 57.58"	N = 593485.90 E = 2428657.89	N = 593489.94 E = 2428676.71
L14	31.00'		N66° 48' 46.01"E		N = 593489.94 E = 2428676.71	N = 593502.14 E = 2428705.21
C18	36.96'	100.00'	N77° 24' 05.67"E	21° 10' 39.33"	N = 593502.14 E = 2428705.21	N = 593510.16 E = 2428741.08
L15	115.52'		N87° 59' 25.33"E		N = 593510.16 E = 2428741.08	N = 593514.21 E = 2428856.52
C19	12.94'	100.00'	N84° 16' 55.94"E	7° 24' 58.79"	N = 593514.21 E = 2428856.52	N = 593515.50 E = 2428869.39
L16	65.71'		N80° 34' 26.54"E		N = 593515.50 E = 2428869.39	N = 593526.26 E = 2428934.21
C20	169.97'	500.00'	S89° 41' 15.64"E	19° 28' 35.63"	N = 593526.26 E = 2428934.21	N = 593525.34 E = 2429103.36
C21	20.55'	100.00'	S85° 50' 06.49"E	11° 46' 17.33"	N = 593525.34 E = 2429103.36	N = 593523.85 E = 2429123.81
L17	19.98'		N88° 16' 44.84"E		N = 593523.85 E = 2429123.81	N = 593524.45 E = 2429143.78

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WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION
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2935 W 72ND STREET DAVENPORT, IA. 52806

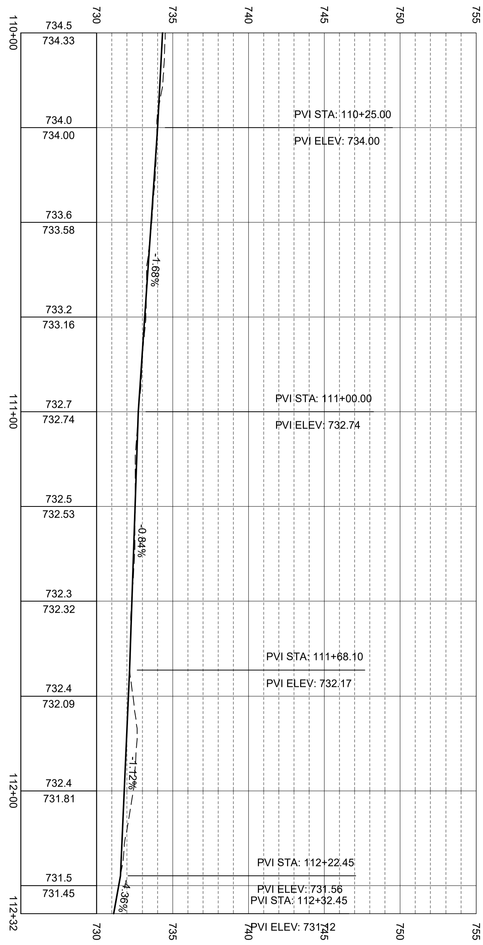
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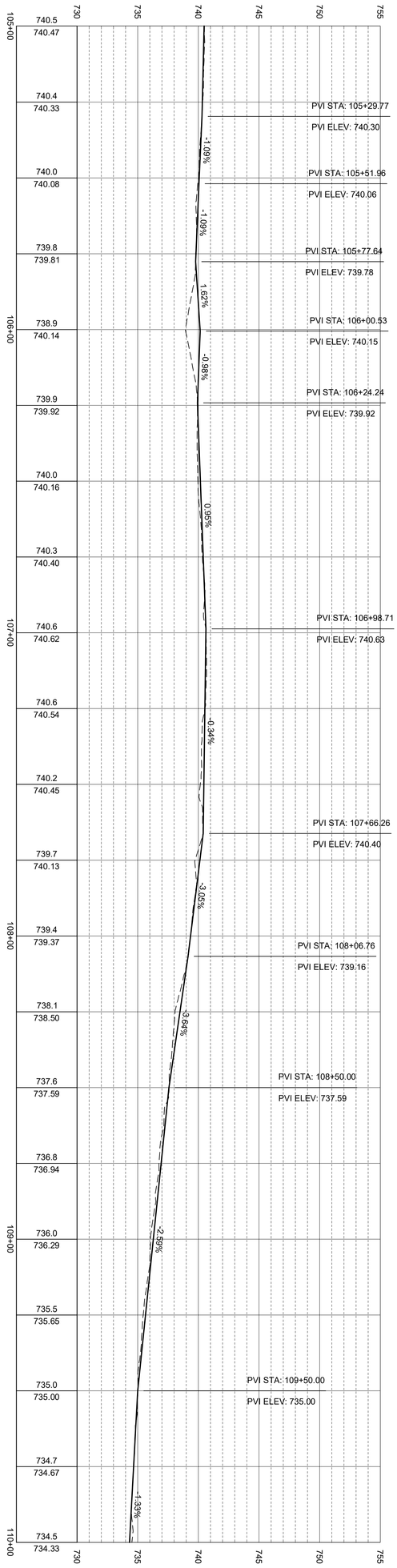
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PROJECT NUMBER	213220189O
FIELD BOOK	########

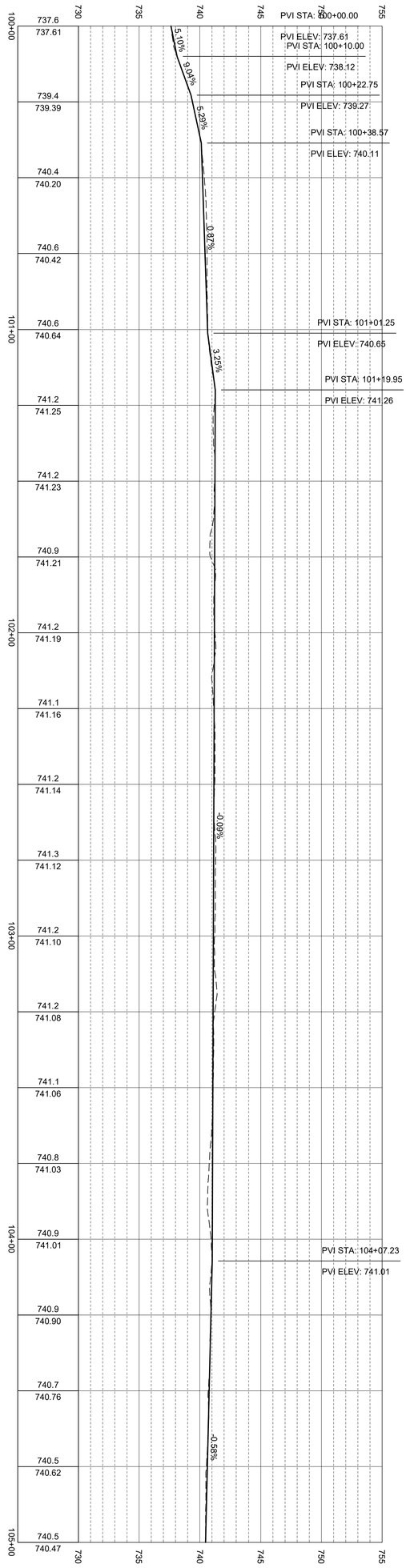
SITE PLAN

C101

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PROFILES

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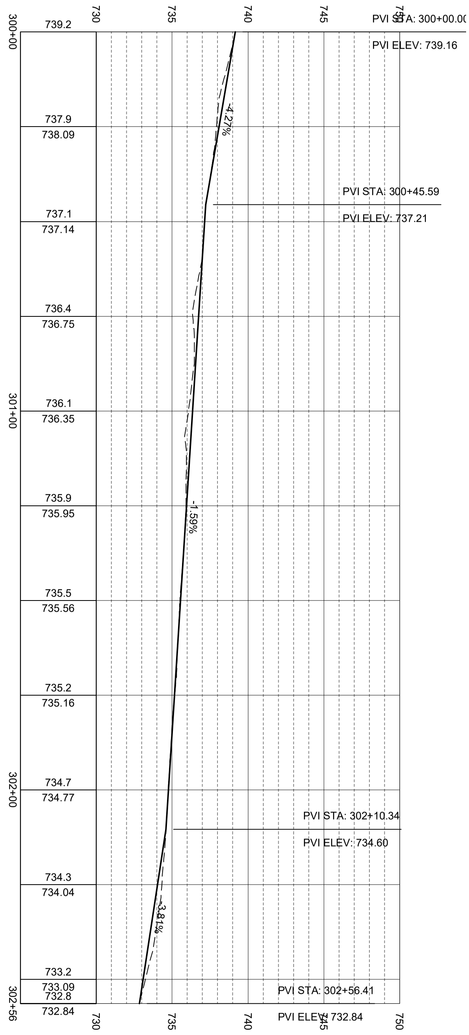
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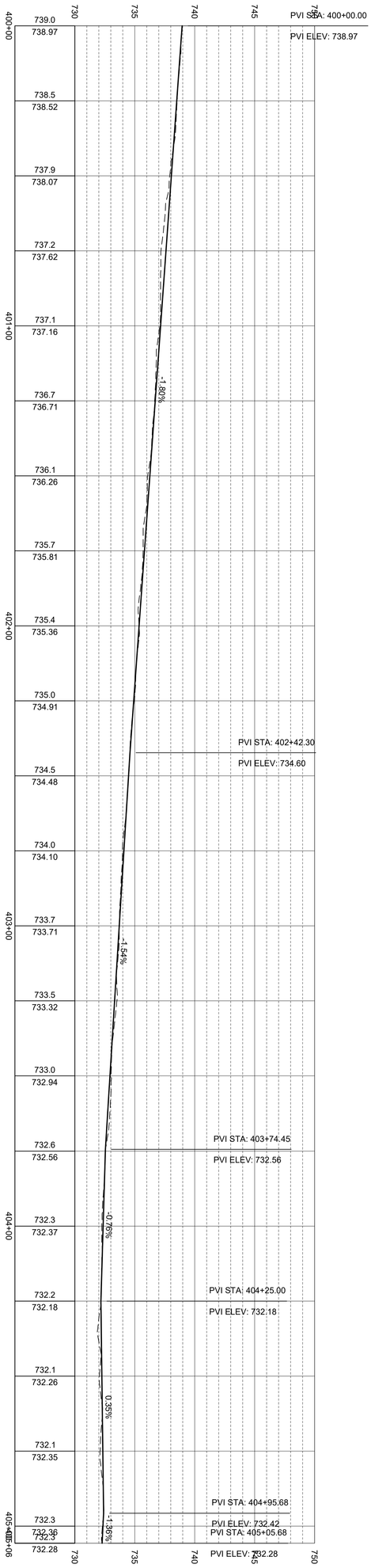
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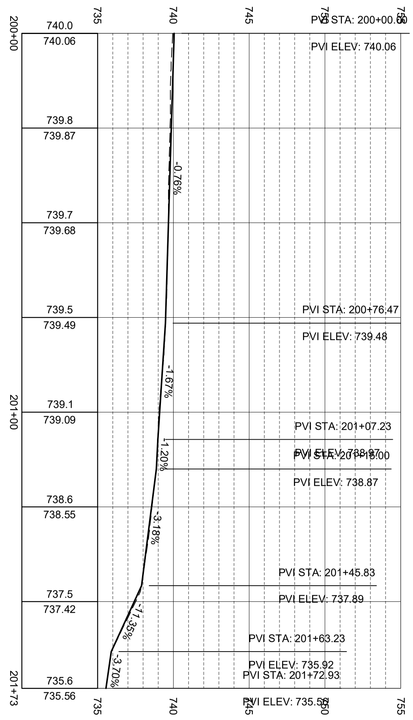
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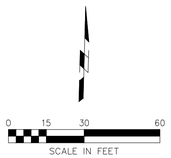
DAVENPORT PARKS AND RECREATION

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LEGEND

- DISTURBANCE LIMITS
- SOIL QUALITY RESTORATION AREA
- HMA TRAIL 6' WIDTH
- PCC SIDEWALK 5' WIDTH (ALT BID)

SITE RESTORATION NOTES

1. LIMIT OPERATIONS TO THE INDICATED PROJECT LIMITS. THE CONTRACTOR SHALL NOT UTILIZE PRIVATE PROPERTY UNLESS HE HAS SUBMITTED A COPY OF THE PROPERTY OWNER'S WRITTEN PERMISSION TO THE OWNER'S REPRESENTATIVE.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PAVEMENT, SUBBASE, AND SUBGRADE TESTING NEEDED TO MEET THE SPECIFICATIONS SET FORTH HEREIN.

SOIL QUALITY RESTORATION NOTES

METHOD 8 PROCEDURE:
1. MOW EXISTING VEGETATION TO A HEIGHT OF APPROXIMATELY 2 INCHES.
2. AERATE TO A DEPTH OF 4 INCHES (6-8 INCHES PREFERRED).
3. APPLY ½-¾ INCH COMPOST BLANKET OVER THE MOWED AREA.
4. APPLY SEED AS SPECIFIED OR INCORPORATE SEED INTO THE COMPOST BLANKET IF USING A PNEUMATIC BLOWER. IF A GOOD STAND OF GRASS EXISTS, SEEDING MAY BE OPTIONAL IF THE COMPOST BLANKET IS THIN ENOUGH FOR ESTABLISHED GRASS TO GROW THROUGH.
5. WATER TWICE DAILY (MORNING AND EVENING) OR OTHERWISE AS NEEDED UNTIL VEGETATION IS ESTABLISHED

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DAVENPORT PARKS AND RECREATION
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2935 W 72ND STREET DAVENPORT, IA. 52806

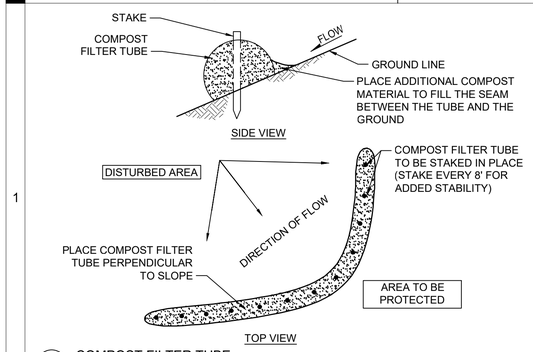
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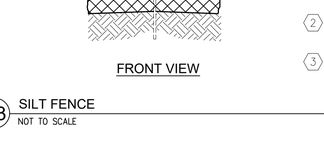
GRADING AND EROSION CONTROL PLAN

C201

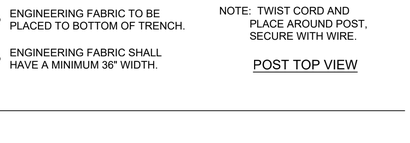
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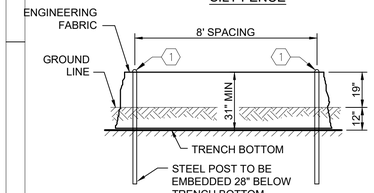
A1 COMPOST FILTER TUBE



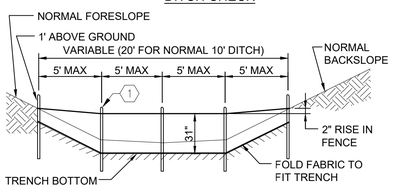
TYPICAL SECTION
SILT FENCE



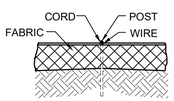
TYPICAL SECTION
DITCH CHECK



DETAILS OF SILT FENCE



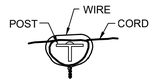
DETAILS OF DITCH CHECK



FRONT VIEW

NOTES:

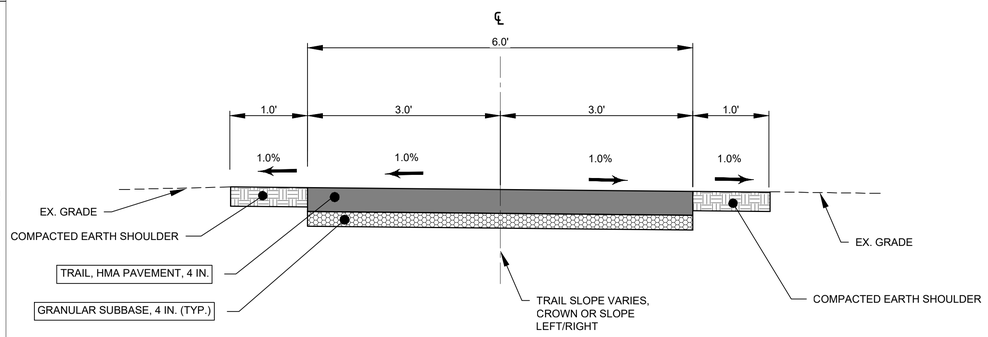
1. SECURE TOP OF ENGINEERING FABRIC TO STEEL POST.
2. ENGINEERING FABRIC TO BE PLACED TO BOTTOM OF TRENCH.
3. ENGINEERING FABRIC SHALL HAVE A MINIMUM 36" WIDTH.



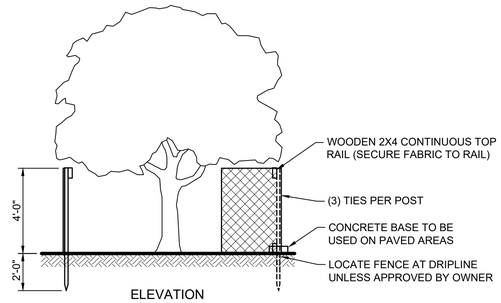
NOTE: TWIST CORD AND PLACE AROUND POST, SECURE WITH WIRE.

POST TOP VIEW

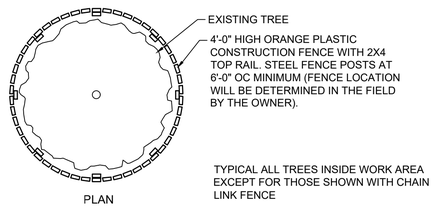
A3 SILT FENCE
NOT TO SCALE



A4 TYPICAL SECTION - TRAIL
NOT TO SCALE



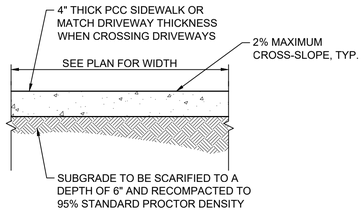
ELEVATION



TYPICAL ALL TREES INSIDE WORK AREA EXCEPT FOR THOSE SHOWN WITH CHAIN LINK FENCE

PLAN

D3 TREE PROTECTION FENCE LAYOUT
NOT TO SCALE



NOTES:

1. SPACE 1" EXPANSION JOINTS AT 50' INTERVALS

D4 PCC SIDEWALK
NOT TO SCALE

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
2144 56TH AVENUE WEST
BETTENDORF, IOWA 52722
563.635.7300 | SHIVE-HATTERY.COM

SEAL

WHALEN PARK TRAIL
DAVENPORT PARKS AND RECREATION
2935 W 72ND STREET DAVENPORT, IA. 52806

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY	SLB
APPROVED BY	KEC
ISSUED FOR	REVIEW
ISSUE DATE	12/09/2022
PROJECT NUMBER	2132201890
FIELD BOOK	#######

CONSTRUCTION DETAILS

C501

P:\Projects\MVP2\132201890\Deliverables\Drawings\1_Civil\C501 Details.dwg
Printed: 12/9/2022 8:19:35 AM

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Laura Berkley | 563-888-3553 **2/22/2023**

Subject:
Third Consideration: Ordinance for Case REZ22-08 being the request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

Recommendation:
Consider the Ordinance.

Background:
At its December 20, 2022 meeting, the Plan and Zoning Commission recommended Case REZ22-08 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.
2. The proposed zoning map amendment to R-MF Multi-Family Residential District is compatible with the zoning of nearby developed property.
3. With conditions recommended by staff, the proposed zoning map amendment will enable the existing building be used in a manner consistent with the surrounding area.
4. As conditioned, the rezoning request is compatible with the established neighborhood character.
5. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.
6. Rezoning the property to R-MF Multi-Family Residential District does not create any nonconformities.

Conditions (as amended by City Council at its February 8, 2023 meeting at the agreement of the petitioner):

1. The maximum building height shall be 35 feet.
2. The number of dwelling units for the subject property is capped at three dwelling units total. For clarity, future subdivision of the property will not result in any increase to this original total, it shall always be an aggregate total of three regardless of how the underlying property is divided.
3. If the existing structure is razed or demolished or in the event that the existing structure is damaged or destroyed - intentionally, accidentally, or by neglect:

    A. To the extent of 50% or more of its assessed value, then the structure shall only be restored or rebuilt to be a single-family dwelling or a two-family (duplex) dwelling.

    B. To the extent of less than 50% of its assessed value, it may be repaired and reconstructed provided that the three dwelling unit cap is not exceeded. A building permit must be obtained for such rebuilding, restoration, repair, or reconstruction within one year

of the date of damage or destruction. In the event the building permit is not obtained within one year, then the rules pertaining to damage or destruction of 50% or more shall apply moving forward.

4. The prior legal nonconformity to operate a day-care is hereby surrendered by the landowner petitioner, and no day-care home or center will be allowed; additionally, no children's home, domestic violence shelter, or residential care facility will be allowed.

The full staff report is attached as background materials.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance - Amended 020823
🗋	Ordinance	Ordinance
🗋	Backup Material	Staff Report
🗋	Backup Material	Zoning & Future Land Use Map
🗋	Backup Material	Application
🗋	Backup Material	Scott County Parcel Report
🗋	Backup Material	Spot Zoning Fact Sheet
🗋	Backup Material	Public Hearing Notice-Plan & Zoning Commission
🗋	Backup Material	Public Hearing Notice-Committee of the Whole
🗋	Backup Material	Neighborhood Meeting Sign-In Sheet
🗋	Backup Material	Public Comments
🗋	Backup Material	Additional Public Comment

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Berkley, Laura	Approved	12/30/2022 - 8:42 AM

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ22-08 BEING THE REQUEST OF ECUMENICAL HOUSING DEVELOPMENT GROUP TO REZONE 1112 BRIDGE AVENUE FROM R-4C SINGLE-FAMILY AND TWO-FAMILY CENTRAL RESIDENTIAL DISTRICT TO R-MF MULTI-FAMILY RESIDENTIAL 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 "R-MF Multi-Family Residential District":

Beginning at the Northeast comer of said Out Lot; thence South 145 feet along the West Line of Bridge Avenue; thence West 137 feet more or less along a line parallel to the South line of an alley on the North end of said Out Lot, to an alley on the West side of said Out Lot; thence North along the East line of said alley 145 feet to the alley on the North end of said Out Lot; thence East along the south line of said alley 137 feet more or less to the place of beginning. Subject to easements and restrictions of record.

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

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.
2. The proposed zoning map amendment to R-MF Multi-Family Residential District is compatible with the zoning of nearby developed property.
3. With conditions recommended by staff, the proposed zoning map amendment will enable the existing building be used in a manner consistent with the surrounding area.
4. As conditioned, the rezoning request is compatible with the established neighborhood character.
5. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.
6. Rezoning the property to R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The maximum building height shall be 35 feet.
2. The number of dwelling units for the subject property is capped at three dwelling units total. For clarity, future subdivision of the property will not result in any increase to this original total, it shall always be an aggregate total of three regardless of how the underlying property is divided.

3. If the existing structure is razed or demolished or in the event that the existing structure is damaged or destroyed - intentionally, accidentally, or by neglect:

A. To the extent of 50% or more of its assessed value, then the structure shall only be restored or rebuilt to be a single-family dwelling or a two-family (duplex) dwelling.

B. To the extent of less than 50% of its assessed value, it may be repaired and reconstructed provided that the three dwelling unit cap is not exceeded. A building permit must be obtained for such rebuilding, restoration, repair, or reconstruction within one year of the date of damage or destruction. In the event the building permit is not obtained within one year, then the rules pertaining to damage or destruction of 50% or more shall apply moving forward.

4. The prior legal nonconformity to operate a day-care is hereby surrendered by the landowner petitioner, and no day-care home or center will be allowed; additionally, no children's home, domestic violence shelter, or residential care facility will be allowed.

Section 3. At its December 20, 2022 meeting, the City Plan and Zoning Commission voted to forward Case REZ22-08 to the City Council with a recommendation for approval subject to the listed findings and two conditions. City Council amended the conditions at its February 8, 2023 meeting at the agreement of the petitioner.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ22-08 BEING THE REQUEST OF ECUMENICAL HOUSING DEVELOPMENT GROUP TO REZONE 1112 BRIDGE AVENUE FROM R-4C SINGLE-FAMILY AND TWO-FAMILY CENTRAL RESIDENTIAL DISTRICT TO R-MF MULTI-FAMILY RESIDENTIAL DISTRICT.

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

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

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.

2. The proposed zoning map amendment to R-MF Multi-Family Residential District is compatible with the zoning of nearby developed property.

3. With conditions recommended by staff, the proposed zoning map amendment will enable the existing building be used in a manner consistent with the surrounding area.

4. As conditioned, the rezoning request is compatible with the established neighborhood character.

5. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.

6. Rezoning the property to R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The maximum building height shall be 35 feet.

2. The maximum number of dwelling units shall be four.

Section 3. At its December 20, 2022 meeting, the City Plan and Zoning Commission voted to forward Case REZ22-08 to the City Council with a recommendation for approval subject to the listed findings and conditions.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport
Plan & Zoning Commission-Staff Report
December 20, 2022

Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

Background:
The purpose is to redevelopment the existing building into a three unit multi-family dwelling. Prior to the current ownership, the building was operating as an adult day care center. The single-story structure was built in 1991.

Why is a Zoning Map Amendment Required?
The Zoning Ordinance does not permit multi-family residential dwellings in the R-4C Single-Family and Two-Family Central Residential District. Pending approval of the rezoning by City Council, the applicant intends to convert the existing structure into three residential units.

Comprehensive Plan:
Within Urban Service Area 2035: Yes

Future Land Use Designations:
The subject property is designated Residential General in the Davenport +2035 Land Use Plan.

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

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

The applicant is requesting a rezoning to **R-MF Multi-Family Residential District**. This district is intended to accommodate a high-density neighborhood environment characterized by a mixture of housing types including semi-detached dwellings, two-family dwellings, townhomes and multi-family dwellings. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-MF District.

Technical Review:
City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to the existing neighborhood.

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

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

Staff Response: The property is designated as Residential General (RG) in the Davenport +2035 Land Use Plan. Since the Comprehensive Plan designated neighborhoods as a whole, the Bridge Avenue corridor is classified as Residential General from River Drive to Locust Street.

Established neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

Rezoning the property to R-MF Multi-Family Residential District does not require an amendment to the Future Land Use Map.

It is staff's opinion the proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.

b. The compatibility with the zoning of nearby property.

Staff Response: The existing neighborhood consists of properties zoned both R-4C Single-Family and Two-Family Central Residential District and R-MF Multi-Family Residential District. There are two lots on the same block bounded by Bridge Avenue, 10th Street, Oneida Avenue, and 12th Street zoned R-MF District. This includes the parcel located two lots to the south, or 140 feet, of the subject site on Bridge Avenue.

Carriage Hill Apartments, located on the northwest corner of Bridge Avenue and 11th Street, is approximately 110 feet southeast of the rezoning request. In addition, traveling west through the alley 237 feet, there is a property on Oneida Avenue zoned R-MF District.

Due to the close proximity of nearby property zoned R-MF Multi-Family Residential District, it is staff's opinion the proposed zoning amendment is not considered spot zoning. The request is compatible with the zoning of nearby property.

c. The compatibility with established neighborhood character.

Staff Response: The established neighborhood character of Bridge Avenue, between 13th Street and 10th Street, is a mixture of housing types ranging from single-family dwellings to multi-family apartment complexes.

With the exception of the four-story apartment building at 1011 Bridge Avenue, the neighborhood consists of single and two-story structures. The existing building on the subject site is one level. Staff are recommending a condition to limit the maximum building height to 35 feet. This matches the maximum building height of the R-4C District. The R-MF District has a maximum building height of 70 feet. Staff believe a building over 35 feet in height at this site would not fit the context and scale of the surrounding neighborhood.

The subject site is located a block and a half, or 700 feet, north of the Bridge Avenue National Historic District. It is also approximately 1,060 feet west of Prospect Park Historic District. While there are older homes in this area of Davenport, the existing building was constructed in 1991. The building does not possess the same architectural details of other historic homes in the vicinity. Instead, the sprawling ranch features a hipped roof and vinyl siding. Since the original use of the building was nonresidential, it was designed to blend with the homes immediately adjacent.

If the property were to be redeveloped, the current Zoning Ordinance contains design standards that ensure compatibility with the neighborhood character. The standards require facades to incorporate a unifying architectural theme, including windows, prominent entrances, projections, and quality building materials.

With the condition restricting building height, it is staff's opinion the proposed zoning district is compatible with the established neighborhood character with the recommended conditions.

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

Staff Response: Rezoning the property to create three multi-family dwellings will not be detrimental to the surrounding area, which currently has a mixture of housing types. The petitioner is removing a nonresidential use (day care home) from an established neighborhood. With the condition limiting the number of multi-family units permitted on the site, the density of housing will have minimal impact on adjacent property owners.

Residents have expressed a desire for single-family owner-occupied housing, rather than rental properties. It should be noted that the Zoning Ordinance does not regulate owner occupancy of a housing unit.

It is staff’s opinion that the proposed zoning map amendment will not negatively impact the public health, safety, and welfare of the City.

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

Staff Response: The building originally operated as a group home and was later converted to an adult day care. Both of these uses are permitted within the R-4C and R-MF District. However, the applicant

intends to convert the structure into three dwelling units. The conversion from a nonresidential use to housing is more compatible with the character of the area than the previous uses.

Based on conversations with the applicant, the footprint of the building will not be altered. Rather the 3,650 square foot floor plan will be remodeled to create two four-bedroom units and one two-bedroom unit.

The R-MF Multi-Family Residential District permits one dwelling unit per 1,500 square feet of lot area. Based on this calculation, a total of 13 units are permitted at 1112 Bridge Avenue. In comparison, the Carriage Hill Apartments have a total of 44 units and the buildings at 1011 Bridge Avenue have a total of 16 units.

Staff are recommending a condition that no more than four dwelling units be established at the property. This will keep the use of the building more aligned with the character of abutting single and two-family homes, rather than the larger apartment complexes.

As conditioned, it is staff's opinion that the proposed zoning map amendment will enable the existing building to be used in a manner consistent with surrounding neighborhood.

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

Staff Response: The existing site and building are in compliance with the R-MF Multi-Family Residential District dimensional standards. The parcel is .46 acres and 145 feet in width.

Any redevelopment of the site shall be in accordance with applicable city codes and meet the standards of the R-MF District.

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

Public Input:
The applicant held a neighborhood meeting at the subject property on December 1, 2022. Addresses within 200 feet of the request were invited to the meeting. City staff and elected officials were present to observe the discussion. Two members of the public were in attendance.

Letters were sent to property owners within 200 feet of the proposed request notifying them of the December 6, 2022 Plan and Zoning Commission Public Hearing. Two members of the public spoke in opposition to the request. Concerns raised were related to neighborhood stabilization, promoting home ownership, impacts on historic districts, and density.

To date, staff have received multiple written comments in opposition to the rezoning request all from residents outside the 200 foot notification boundary. Residents have expressed a desire for owner-occupied single-family homes, rather than rental properties. There have also been concerns about protecting the historic character of the neighborhood.

Staff will apprise the Commission of any additional correspondence at the December 20, 2022 Plan and Zoning Commission meeting.

Staff Recommendation:
Staff recommends Case REZ22-08 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.
2. The proposed zoning map amendment to R-MF Multi-Family Residential District is compatible with the zoning of nearby developed property.
3. With conditions recommended by staff, the proposed zoning map amendment will enable the existing building be used in a manner consistent with the surrounding area.
4. As conditioned, the rezoning request is compatible with the established neighborhood character.
5. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.
6. Rezoning the property to R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:

1. The maximum building height shall be 35 feet.
2. The maximum number of dwelling units shall be four.

Vicinity Map

- **Purpose:** Redevelop the existing building into a 3 unit multi-family dwelling.
- **Former Uses:** Adult Day Care Center & Group Home

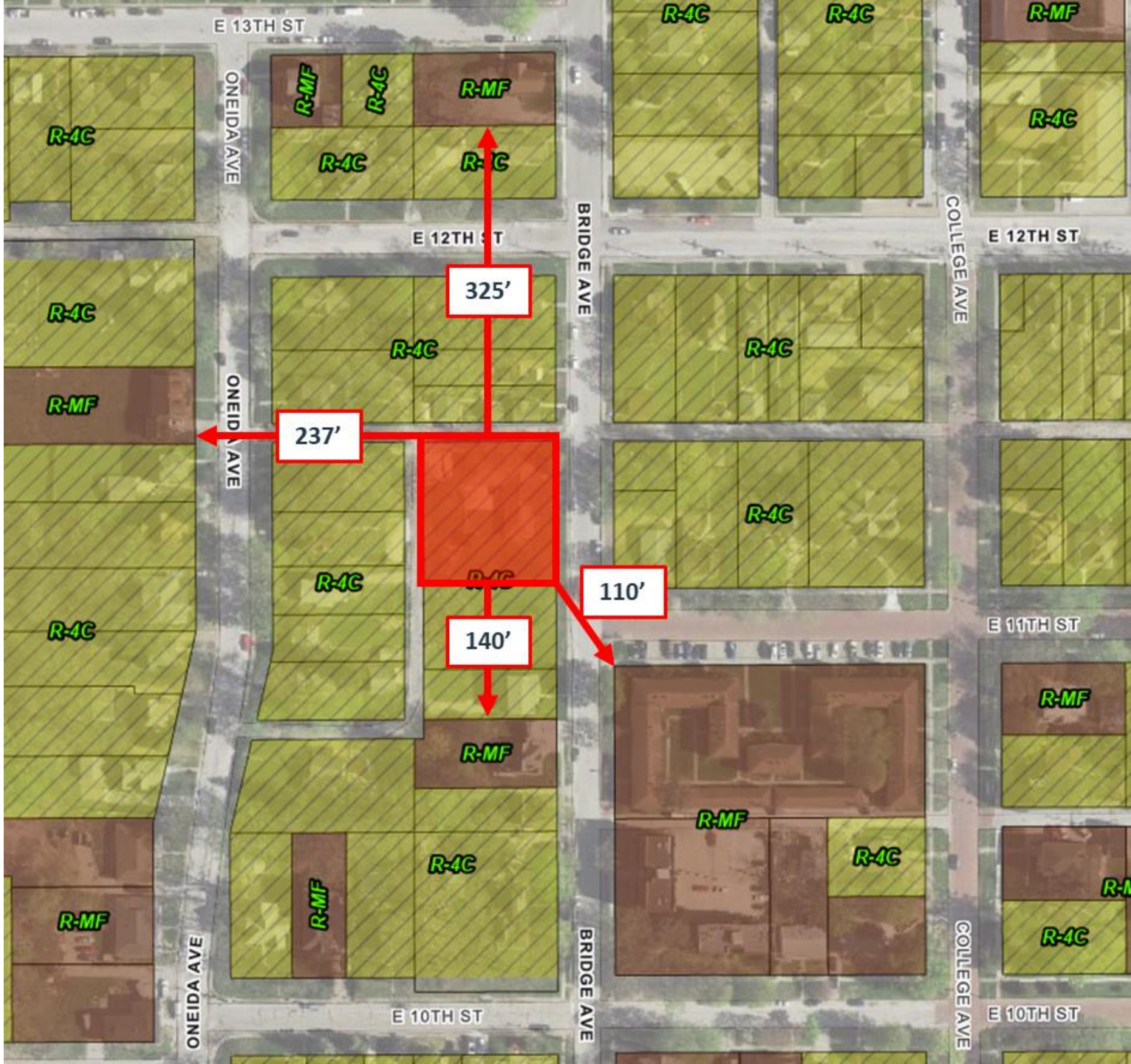


View from Bridge Avenue



Zoning Map


ARLINGTON AVE
E 15TH ST
COLLEGE AVE
KIRKWOOD BLVD
MISSISSIPPI AVE
CAREY AVE
E 14TH ST
E 13TH ST
E 13TH ST
E 12TH ST
ARLINGTON AVE
TREMONT AVE
E 11TH ST
BRIDGE AVE
E 10TH ST
ONEIDA AVE
MISSISSIPPI AVE
E 9TH ST
SYLVAN AVE
TREMONT AVE
E RIVER DR
CHARLOTTE ST

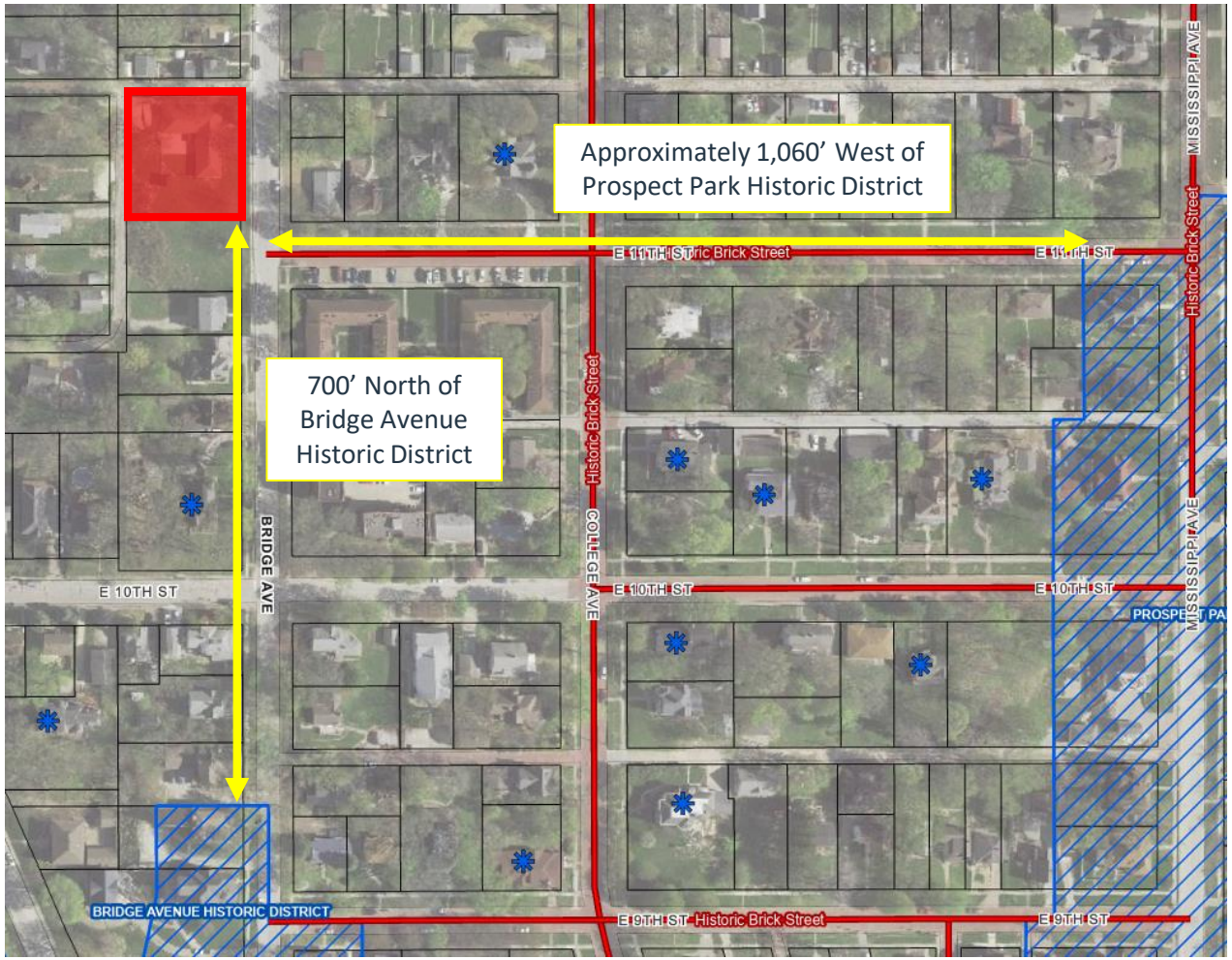

E 13TH ST
ONEIDA AVE
BRIDGE AVE
COLLEGE AVE
E 12TH ST
R-4C
R-MF
325’
237’
110’
140’
E 11TH ST
E 10TH ST

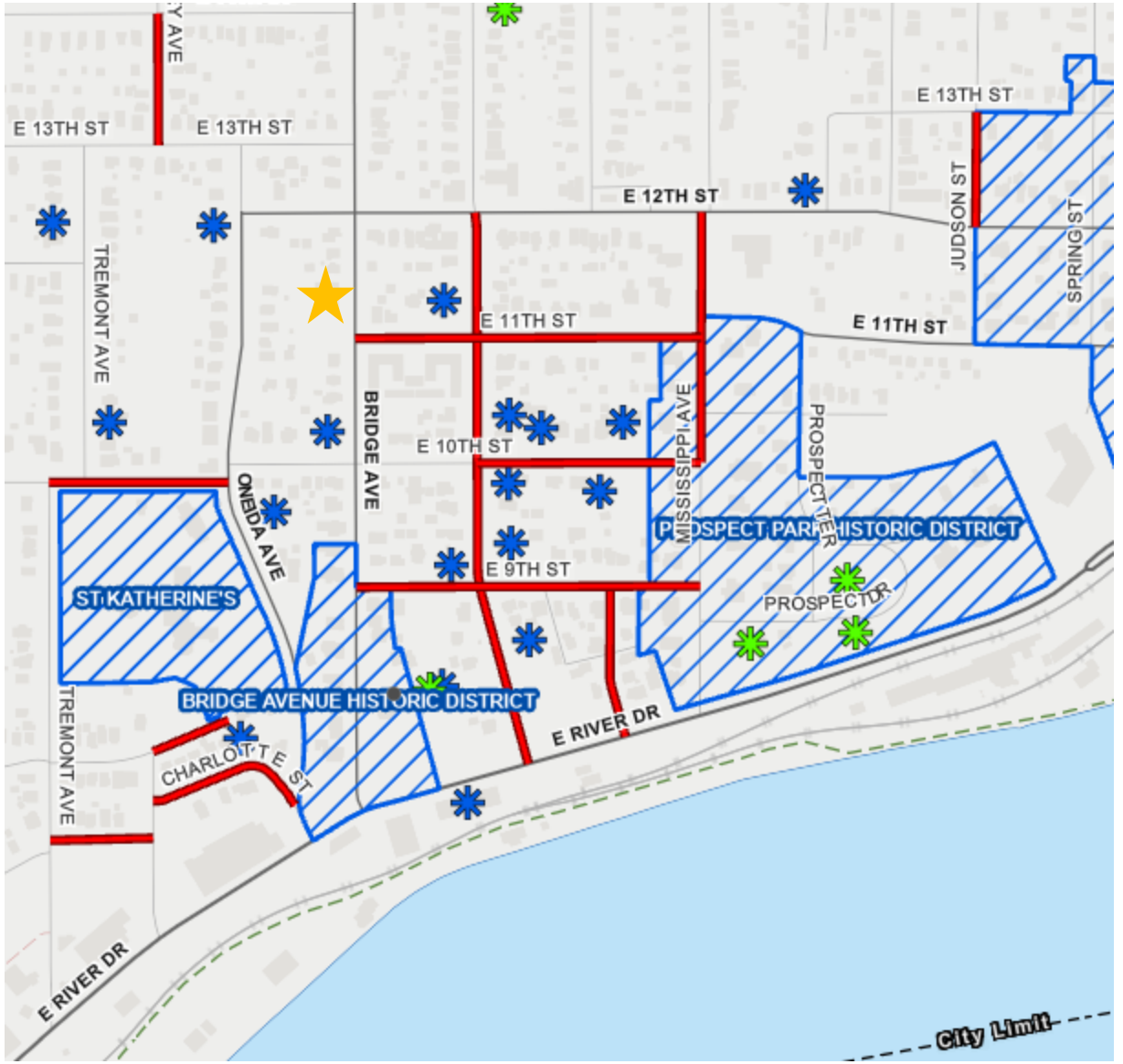
Future Land Use Map

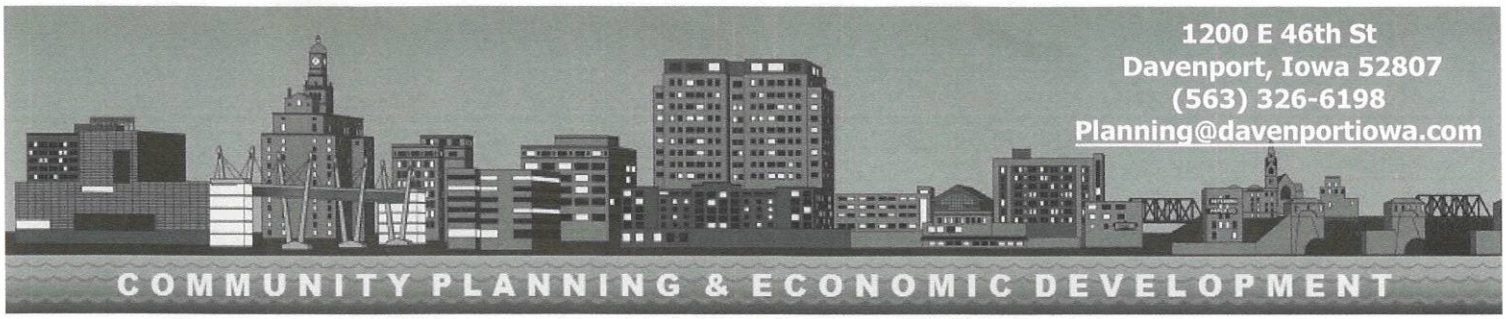




Proximity to Historic Districts







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

Property Address* 1112 Bridge Ave.
***If no property address, please submit a legal description of the property.**

Applicant (Primary Contact)**

Name:	Sam Moyer
Company:	Ecumenical Housing Development Group
Address:	1016 W. 7th Street
City/State/Zip:	Davenport, IA 52802
Phone:	309-912-4773
Email:	smoyer@ecumenicalhousing.org

Owner (if different from Applicant)

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

Engineer (if applicable)

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

Architect (if applicable)

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

Attorney (if applicable)

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

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

Application Form Type:

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

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

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

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

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

Request:

Existing Zoning: R-4C Single-Family and Two-Family Residential District

Proposed Zoning Map Amendment: R-MF

Purpose of the Request:

Change current R-4C zoning to R-MF zoning. As highlighted in the attached document, the change would be consistent with the neighboring uses, and the adjacent multifamily housing just diagonally across the street from the parcel. We would like to convert this former Adult Care facility into a Three Unit multi-family dwelling. Two units would have four bedrooms and the third will be two or three bedrooms. All units will be ADA accessible. The building will be substantially rehabilitated using Low Income Housing Tax Credits.

Total Land Area: Less than 1 Acre | Please Select

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

Submittal Requirements:

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

Formal Procedure:

(1) Application:
- Prior to submission of the application, the applicant shall correspond with Planning staff to discuss the request, potential alternatives and the process.
- The submission of the application does not constitute official acceptance by the City of Davenport. Planning staff will review the application for completeness and notify the applicant that the application has been accepted or additional information is required. Inaccurate or incomplete applications may result in delay of required public hearings.

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

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

Formal Procedure (continued):

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

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

Applicant: Sam Moyer Date: November 1, 2022

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

Received by: _____ Date: _____

Planning staff

Date of the Public Hearing: _____

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

Authorization to Act as Applicant

I, _____

authorize _____

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

_____

_____

Signature(s)

State of _____,

County of _____.

Sworn and subscribed to before me

This _____ day of _____ 20____ _____

Form of Identification

_____

Notary Public

My Commission Expires:

ARTICLES OF INCORPORATION

OF

ECUMENICAL HOUSING DEVELOPMENT GROUP

TO: The Secretary of State of the State of Iowa:

The undersigned, acting as incorporators of the Corporation under the Iowa Nonprofit Corporation Act, Chapter 504A of the Code of Iowa (1989), adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation shall be Ecumenical Housing Development Group. The Corporation is incorporated under Chapter 504A of the Iowa Code (1993).

ARTICLE II

The period of existence of the Corporation is perpetual.

ARTICLE III

The purposes and objects for which the Corporation is organized and the powers of the Corporation shall be:

1. To develop and construct housing units for low income persons.

2. To operate exclusively for religious, charitable, literary, scientific and/or educational purposes, including, for such purposes, the making of distributions to organizations which qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax law, with all of its activities so conducted.

3. To possess and exercise all of the rights, powers and privileges now or hereafter conferred upon non-profit corporations by Section 504A of the Code of Iowa (1993), as amended from time to time.

ARTICLE IV

The Corporation shall be subject to the following limitations and conditions:

1. The Corporation shall be operated exclusively for those purposes allowed an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986 and its regulations as they now exist or the corresponding provisions of any future United States Internal Revenue Tax Law.

2. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

3. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statement) any political campaign on behalf of any candidate for public office.

4. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law).

ARTICLE V

Section 1. Membership in the Corporation shall be limited to churches and other religious organizations, transitional housing agencies, financial institutions, local governments and other organizations concerned with providing low income rental housing in the Quad-City area. Such an organization may be granted membership upon the receipt of a letter from the appropriate officer of that organization indicating a desire for membership and nominating a

representative of the organization to serve on the board of directors. Membership shall be granted upon an affirmative vote by the Board of Directors and the election of the organization's representative to the Board of Directors.

Section 2. The powers, duties, and rights reserved to the members shall be, but are not limited to, the following:

(a) To establish or amend the philosophy and purpose of the Corporation.

(b) To amend, revise, or alter the Articles of Incorporation or the bylaws of the Corporation.

(c) To appoint, evaluate and remove, with or without cause, members of the Board of Directors of the Corporation.

(d) To approve any merger or consolidation of this Corporation into or with any other corporation, organization, or association, and the dissolution or otherwise wrapping up of the affairs of the Corporation.

(e) To approve the sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all, of the Corporation's assets.

(f) To incorporate or establish new or affiliated entities, organization, or associations.

(g) To receive the annual report of the Board of Directors.

ARTICLE VI

The affairs of the Corporation shall be managed by a Board of Directors consisting of not more than twenty-four (24) directors. The initial Board of Directors, who shall serve until the first annual meeting of the Corporation and until their successors are duly elected and qualified, shall be:

1. Richard Pokora
Redeemer Lutheran Church
1107 Tanglefoot Lane
Bettendorf, IA 52722

2. Sister Pauline Tursi
Humility of Mary Shelter
820 West Central Park
Davenport, IA 52804

3. Mr. Jim Slavens
Northwest Bank & Trust
100 East Kimberly Road
Davenport, IA 52806

4. Margaret Murphy
City of Davenport
226 West Fourth Street
Davenport, IA 52801

ARTICLE VII

The Corporation may be dissolved by a two-thirds vote of the Board of Directors with concurrent approval of a two-thirds vote of the membership of the Corporation.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation, in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or religious purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the President and Cabinet shall determine.

ARTICLE VIII

In the event that this Corporation shall become a "private foundation" within the meaning of Section 509, then the Corporation's income for each taxable year shall be distributed at such time and in such manner as not to subject it to tax under Section 4942, and the Corporation shall be prohibited from engaging in any act of self-dealing as defined in Section 4941(d), from retaining any excess business holdings as defined in Section 4943(c), from making any investments in such manner as to subject this Corporation to tax under Section 4944, and from making any taxable expenditures as defined in Section 4945(d), and in all sections of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law.

ARTICLE IX

The principal place of business of the Corporation shall be in the County of Scott, State of Iowa. The registered office shall be located at 220 North Main Street, #600, Davenport, Scott County, Iowa 52801, and the name of its initial registered agent at such address shall be David A. Dettmann.

ARTICLE X

The corporate existence shall commence upon the date of issuance by the Secretary of State of Iowa of a Certificate of Incorporation.

ARTICLE XI

The Corporation shall indemnify any present or former director, officer, employee, member or volunteer of this Corporation, and each such person who is serving or who has served, at the request of this Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent possible against expenses, including attorneys' fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his conduct as a director, officer, employee, member or volunteer of this Corporation or as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of the duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for a transaction from which such person derived an improper personal benefit.

ARTICLE XII

The name and address of the incorporator of the Corporation is as follows:

Richard Pokora
1107 Tanglefoot Lane
Bettendorf, IA 52722

ARTICLE XIII

These Articles of Incorporation and the By-Laws of the Corporation may be altered, amended, or repealed and the initial By-Laws adopted by a two-thirds vote of the Board of Directors at any regular or special meeting and with concurrent approval of a two-thirds vote of the membership of the Corporation.

IN WITNESS WHEREOF, the incorporators have executed and acknowledged these Articles of Incorporation this 5 day of ~~June~~ July, 1994.

Richard Pokora

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 5th day of July, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Pokora to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(Notary Seal)

Notary Public in and for said County and State

DAVID A. DETTMANN
MY COMMISSION EXPIRES
June 14, 1996

STATE OF IOWA
SECRETARY OF STATE
FILED 07/11/1994 AT 03:24 PM
FILING # 000177005W00048464
*WO: 94419294 -WS: 94419296

OFFER TO PURCHASE REAL ESTATE

Dated: May 10, 2022

To: Family Resources, Inc. ("Seller")

Ecumenical Housing Development Group ("Purchaser"), hereby offers to purchase for the total sum of One Dollar ($1.00) the real estate and improvements (collectively "Property") located at 1112 Bridge Avenue, Davenport, Iowa 52803, and legally described as: The North 145 feet of Out Lot in Block 7, Churchill's Addition to the City of Davenport, more particularly described as follows: Beginning at the Northeast corner of said Out Lot; thence South 145 feet along the West Line of Bridge Avenue; thence West 137 feet more or less along a line parallel to the South line of an alley on the North end of said Out Lot, to an alley on the West side of said Out Lot; thence North along the East line of said alley 145 feet to the alley on the North end of said Out Lot; thence East along the south line of said alley 137 feet more or less to the place of beginning. Subject to easements and restrictions of record. Upon the following terms and conditions:

A. CASH by payment of the sum of One Dollar ($1.00) upon delivery of a Warranty Deed as hereinafter provided.

B. OTHER TERMS:

The Property will be conveyed in "AS IS" condition without warranty, express or implied, as of Closing, except warrant of title and as expressly provided in this Offer.

This Offer includes all furniture, appliances, and fixtures located in the property owned by Seller.

1. Seller shall furnish to Purchaser satisfactory evidence of title to the Property which shall be an Abstract of Title in accordance with title standards of the Scott County Bar Association. The title to be conveyed to Purchaser shall be free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Purchaser, except existing easements of record. Conveyance of title shall be by Warranty Deed.

2. Seller's Abstract of Title, shall be submitted to Purchaser's attorney for examination as soon after this date as reasonably possible, and any objections to title raised by Purchaser's attorney shall be made in writing as soon thereafter as reasonably possible, so that same may be cured on or before date of closing, which shall be on or before May 31, 2022.

3. Possession of said real estate is to be given to Purchaser at closing free of any leases, leasehold interests or tenants in possession.

4. All State, County and City Taxes shall be pro-rated between Seller and Purchaser (based on the current established mill rate) to the date of closing unless the real estate is exempt from taxation. All prior real estate taxes, if any, shall be paid by Seller.

5. Special assessments to be levied for improvements, either completed or in process previous to date hereof, shall be paid by Seller. Seller shall pay all existing and pending water and sewer charges and other liens on the property for brush, weed cutting or any other lien as of the closing.

6. Roller shades, venetian blinds, curtain rods, brackets and fixtures, linoleum cemented to floors, storm doors, storm windows and sashes, window and door screens, electric light fixtures, bathroom fixtures and accessories, furnaces, oil or gas heaters and burners, water heaters, all shrubs and trees, and all other fixtures not excepted on back hereof are to be left as belonging to the Property.

7. Seller agrees to maintain existing comprehensive insurance in the amount of the insurable value of the Property until closing. Buyer may purchase additional insurance if it so desires.

8. If this offer is not accepted by Seller on or before May 12, 2022, it shall become null and void without liability on the part of either party.

THIS OFFER IS ACCEPTED

Dated: May 10, 2022

PURCHASER:

Ecumenical Housing Development Group

By: Mary M-S
Name: Mary Macumber-Schmidt
Title: President, Board Chair

Address: P.O. Box 1673
Bettendorf, IA 52722

Telephone #: (563) 508-4835

Dated: May 11, 2022

SELLER:

Family Resources, Inc.

By: Ashley Schwalm
Name:
Title: COO

Address: 2800 Eastern Avenue
Davenport, IA 52803

Telephone #: 563 468 2318

Unique Doc ID: 1691106
Recorded: 6/21/2022 at 2:14:20.0 PM
County Recording Fee: $17.00
Iowa E-Filing Fee: $3.00
Combined Fee: $20.00
Revenue Tax: $0.00
Rita A. Vargas RECORDER
Number: 202200017438
Scott County, Iowa

Prepared by & Return to: Joseph C. Judge, Lane & Waterman LLP, 220 N. Main St., Suite 600, Davenport, IA 52801-1953 (563) 324-3246
Address Tax Statement: Ecumenical Housing Development Group, P.O. Box 1673, Bettendorf, IA 52722

WARRANTY DEED
(CORPORATE GRANTOR)

For the consideration of Ten and 00/100-----($10.00)----- Dollar(s) and other valuable consideration, **FAMILY RESOURCES, INC.**, a corporation organized and existing under the laws of Iowa, does hereby Convey to **ECUMENICAL HOUSING DEVELOPMENT GROUP**, the following described real estate in Scott County, Iowa:

The North 145 feet of Out Lot in Block 7 Churchill's Addition to the City of Davenport, more particularly described as follows: Beginning at the Northeast corner of said Out Lot, thence South 145 feet along the West line of Bridge Avenue; thence West 137 feet; thence North 145 feet to the alley on the North end of said Out Lot; thence East long the South line of said alley 137 feet more or less to the place of beginning.

Subject to easements and restrictions of record.
Exempt from transfer tax pursuant to Iowa Code Section 428A.2(21).

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

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

Dated: 6/21, 2022

FAMILY RESOURCES, INC.

By _____
Nicole Cisne Durbin, President & CEO

STATE OF IOWA, SCOTT COUNTY, SS:

This instrument was acknowledged before me on June 21, 2022 by **Nicole Cisne Durbin as President & CEO of FAMILY RESOURCES, INC.**

Notary Public

TERI RAY
Commission Number 832792
My Commission Expires
June 30, 2024

TERI RAY
Commission Number 832792
My Commission Expires
June 30, 2024

Prepared by & Return to: Joseph C. Judge, Lane & Waterman LLP, 220 N. Main St., Suite 600, Davenport, IA 52801-1953 (563) 324-3246

Address Tax Statement: Ecumenical Housing Development Group, P.O. Box 1673, Bettendorf, IA 52722

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Dated: 6/21, 2022

FAMILY RESOURCES, INC.

By _____
Nicole Cisne Durbin, President & CEO

STATE OF IOWA, SCOTT COUNTY, SS:

This instrument was acknowledged before me on June 21, 2022 by **Nicole Cisne Durbin as President & CEO of FAMILY RESOURCES, INC.**

Notary Public

TERI RAY
Commission Number 832792
My Commission Expires
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Commission Number 832792
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June 30, 2024

Scott County / City of Davenport, Iowa

Summary - Auditor's Office



Parcel ID	F0027-22A
Alternate ID	F22006
Property	**1112 BRIDGE AV**
Address	**DAVENPORT IA 52803**
Sec/Twp/Rng	N/A
Brief	CHURCHILL'S RESURVEY Lot: 007 CHURCHILL'S RESURVEYOF CHURCHILL'S ADD
Tax Description	N145'OF OL IN BLK 7COM NE COR OF SD OL -S 145' ALG W LN OF BRIDGE AV -W 137' M/L -N 145' -E 137' TO POB (Note: Not to be used on legal documents)
Deed Book/Page	2022-17438
Contract Book/Page	
Gross Acres	0.46
Net Acres	0.46
Adjusted CSR Pts	0
District	DAD - DAVENPORT DAVENPORT
School District	DAVENPORT SCHOOL
Subdivision	CHURCHILL'S RESURVEY

Owners - Auditor's Office

Deed Holder
ECUMENICAL HOUSING DEVELOPMENT GROUP
PO BOX 1673
DAVENPORT IA 52803
Contract Holder
Mailing Address
ECUMENICAL HOUSING DEVELOPMENT GROUP
PO BOX 1673
DAVENPORT IA 52803

DBA (Doing Business As) - Assessor's Office

FKA: ANNIE- RU DAYCARE CENTER LLC

Land - Assessor's Office

Map Area C-412
Lot Area 0.46 Acres ; 19,865 SF

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

Commercial Buildings - Assessor's Office

Total GBA 3,650 SF
Total Units 0
Building 1: Child Day Care Center, Vinyl - Frame, 1 Story, Built - 1991, 3650 SF, Bsmt - 0 SF, HVAC - Combination FHA - AC, Roof - Asph. Shingle/ Wood Dk
Adjustments: Sprinkler - exposed wet, 3650 SF
Plumbing:
1 - Adequate
2 - 3-Fixture Bathroom
1 - Toilet Room
2 - Sink-Kitchen
1 - Sink-Service (Fiberglass)
4 - Lavatory
Building Extras: #1- Porches,Decks,Patios,etc., 36 SF, Porch, Average Pricing, 1991, Qty1

Yard Extras - Assessor's Office

#1 - (1) Paving - Asphalt 920 SF, Asphalt Parking, Average Pricing, Built 1991
#2 - (1) Paving - Concrete 1,160 SF, Concrete Parking, Average Pricing, Built 1991
#3 - (1) Fencing - Chain No Barbs, 6 Ft-Hgh, 85 LF, 0 LF-Gates, Built 1991
#4 - (1) Shed W10.00 x L12.00 120 SF, Frame, Average Pricing, Built 1991

Photos - Assessor's Office


VAI Import 11172011



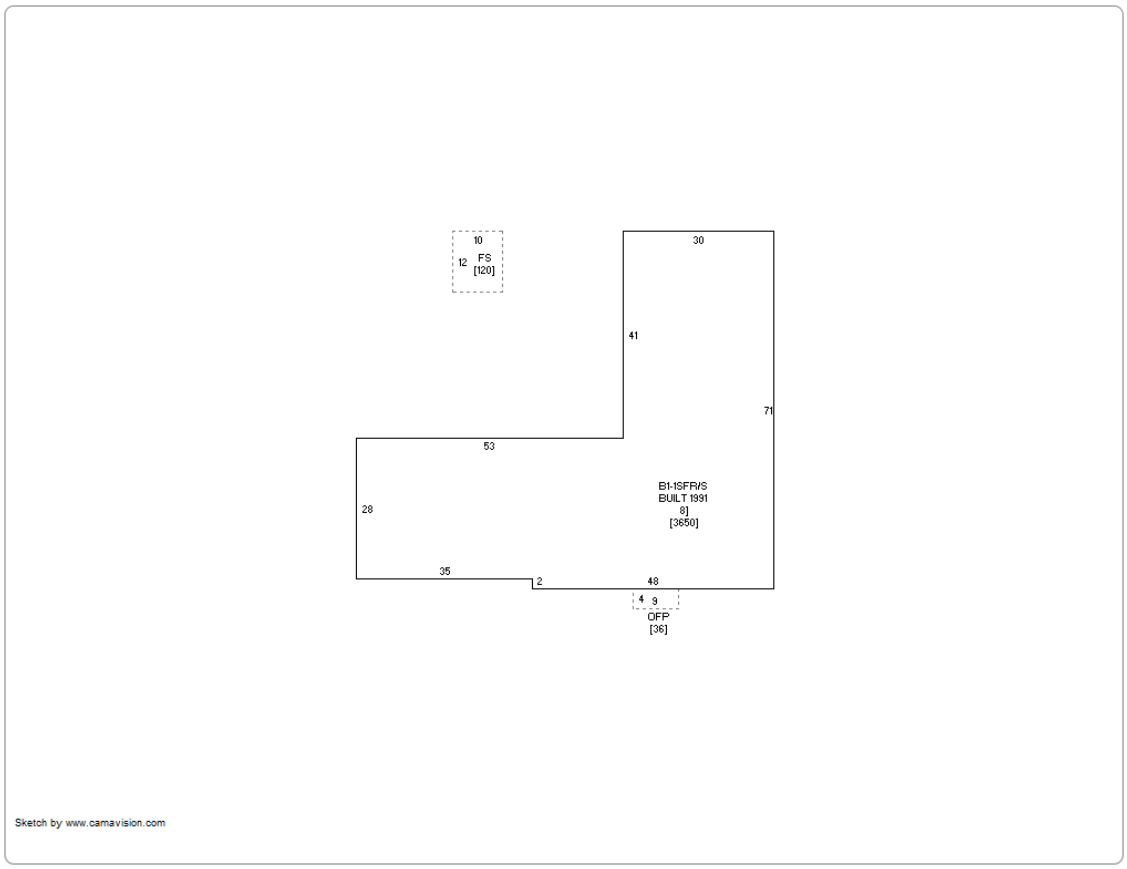








Sketches - Assessor's Office



Permits - Assessor's Office

Permit #	Date	Description	Amount
M019131	06/25/2018	HVAC	6,425
P007211	06/04/2014	Plumb/Elec	7,000
B019722	03/17/2014	Int-Remodel	3,500
198855	11/14/2005	Roof	8,000
175090	09/01/1998	Int-Remodel	8,894

Sales - Assessor's Office

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
6/21/2022	FAMILY RESOURCES, INC	ECUMENICAL HOUSING DEVELOPMENT GROUP	2022-17438	No consideration	WD		$0.00
8/21/2017	DAVENPORT FAMILY HOMES LTD	FAMILY RESOURCES, INC	2017-24810	Quit Claim Deed	QCD		$0.00
8/16/1991		DAVENPORT FAMILY HOMES LTD	1991-17814	NONE	X		$7,500.00

Recent Sales in Area

Sale date range:

From:

12/13/2012

To:

12/13/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

Valuation - Assessor's Office

		2022	2021	2020
	Classification	Commercial	Commercial	Commercial
+	Assessed Land Value	$39,730	$39,730	$39,730
+	Assessed Building Value	$246,680	$293,680	$293,680
+	Assessed Dwelling Value	$0	$0	$0
=	Gross Assessed Value	**$286,410**	**$333,410**	**$333,410**
-	Exempt Value	$0	$0	$0
=	Net Assessed Value	**$286,410**	**$333,410**	**$333,410**

Taxation - Auditor\Treasurer's Office

		2021 Pay 2022-2023	2020 Pay 2021-2022
x	Rollback (estimated)	90	90
+	Taxable Land Value	$35,757	$35,757
+	Taxable Building Value	$264,312	$264,312
+	Taxable Dwelling Value	$0	$0
=	Gross Taxable Value	**$300,069**	**$300,069**
-	Military Credit	$0	$0
=	Net Taxable Value	**$300,069**	**$300,069**
x	Levy Rate (per $1000 of value)	39.64283	39.37037
=	Gross Taxes Due	**$11,895.58**	**$11,813.83**
-	Ag Land Credit	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00
=	Net Taxes Due	**$11,896.00**	**$11,814.00**

Tax History - Treasurer's Office

Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$5,948	No		633677
	September 2022	$5,948	No		
2020	March 2022	$5,907	Yes	3/25/2022	638580
	September 2021	$5,907	Yes	9/30/2021	
2019	March 2021	$5,918	Yes	5/13/2021	633852
	September 2020	$5,918	Yes	5/13/2021	
2018	March 2020	$5,812	Yes	5/13/2021	635486
	September 2019	$5,812	Yes	5/13/2021	
2017	March 2019	$0	No		642025
	September 2018	$0	No		
2016	March 2018	$0	No		607920
	September 2017	$0	No		

Year	Due Date	Amount	Paid	Date Paid	Receipt
2015	March 2017	$0	No		788964
	September 2016	$0	No		
2014	March 2016	$0	No		709487
	September 2015	$0	No		
2013	March 2015	$0	No		623786
	September 2014	$0	No		
2012	March 2014	$0	No		630896
	September 2013	$0	No		
2011	March 2013	$0	No		630483
	September 2012	$0	No		
2010	March 2012	$0	No		633639
	September 2011	$0	No		
2009	March 2011	$0	No		630262
	September 2010	$0	No		
2008	March 2010	$0	No		633422
	September 2009	$0	No		

Special Assessments - Treasurer's Office

Project:
20191204 - Davenport Utility Fee
Accepted Date:
12/4/2019
Parcel Number:
F0027-22A
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2020	$124.74	$124.74	$0.00	$0.00	$5.00	$129.74	162885	1/7/2020
Total			**$124.74**	**$0.00**	**$0.00**	**$5.00**	**$129.74**		

Project:
20190830 - Davenport Utility Fee
Accepted Date:
8/30/2019
Parcel Number:
F0027-22A
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2020	$185.70	$185.70	$0.00	$0.00	$5.00	$190.70	156511	9/26/2019
Total			**$185.70**	**$0.00**	**$0.00**	**$5.00**	**$190.70**		

Project:
20190531 - Davenport Utility Fee
Accepted Date:
5/31/2019
Parcel Number:
F0027-22A
Amortization Date:
12/1/2020
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2020	$171.68	$171.68	$0.00	$0.00	$5.00	$176.68	148637	6/14/2019
Total			**$171.68**	**$0.00**	**$0.00**	**$5.00**	**$176.68**		

Project:
20181130 - DAVENPORT UTILITY FEES
Accepted Date:
11/30/2018
Parcel Number:
F0027-22A
Amortization Date:
12/1/2019
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2019	$171.68	$171.68	$0.00	$41.00	$5.00	$217.68	136436	5/13/2021
Total			**$171.68**	**$0.00**	**$41.00**	**$5.00**	**$217.68**		

Project:
20180830 - Davenport Utility Fee
Accepted Date:
8/30/2018
Parcel Number:
F0027-22A
Amortization Date:
12/1/2019
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2019	$193.59	$193.59	$0.00	$46.00	$5.00	$244.59	129923	5/13/2021
Total			**$193.59**	**$0.00**	**$46.00**	**$5.00**	**$244.59**		

Project:
20180228 - Davenport Utility Fee
Accepted Date:
2/28/2018
Parcel Number:
F0027-22A
Amortization Date:
12/1/2018
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2018	$407.62	$407.62	$0.00	$0.00	$5.00	$412.62	117802	3/23/2018
Total			**$407.62**	**$0.00**	**$0.00**	**$5.00**	**$412.62**		

Project:
20171130 - Davenport Utility Fees
Accepted Date:
11/30/2017
Parcel Number:
F0027-22A
Amortization Date:
12/1/2018
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2018	$315.89	$315.89	$0.00	$0.00	$5.00	$320.89	111371	1/11/2018
Total			**$315.89**	**$0.00**	**$0.00**	**$5.00**	**$320.89**		

Project:
20170831 - Davenport Utility Fees
Accepted Date:
8/31/2017
Parcel Number:
F0027-22A
Amortization Date:
12/1/2018
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2018	$315.96	$315.96	$0.00	$0.00	$5.00	$320.96	105427	9/28/2017
Total			**$315.96**	**$0.00**	**$0.00**	**$5.00**	**$320.96**		

Project:
20161129 - Davenport Utility Fees
Accepted Date:
11/29/2016
Parcel Number:
F0027-22A
Amortization Date:
12/1/2017
Amortized Interest:
0
Number of Years:
0
Payoff:
$0.00

Payment	Due Date	Principal Left	Tax Billed	Amortized Interest	Interest	Admin Fees	Total	Receipt Number	Date Paid
1	9/30/2017	$107.53	$107.53	$0.00	$0.00	$5.00	$112.53	087002	12/30/2016
Total			**$107.53**	**$0.00**	**$0.00**	**$5.00**	**$112.53**		

Davenport Data Correction Feedback Form

Link to Data Correction Feedback Form

Treasurer Data Correction Feedback Form

Link to Treasurer Data Correction Feedback Form

Pay Property Taxes

Click here to pay your Property Taxes online for this parcel

Davenport Tax Credit Applications

Apply for Homestead, Sales Questionnaire, Military or Business Property Tax Credits

Iowa Land Records

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

Spot Zoning

Spot zoning is when a rezoning decision results in a single parcel, or small island of property, with restrictions on its use different from those imposed on the surrounding property. Spot zoning can be valid if there is a reasonable basis to treat the spot-zoned property differently from the surrounding property. For example, a parcel or two designated as neighborhood commercial in a residential area is perfectly appropriate if it provides needed retail services to residents. However, zoning is not appropriate if it is for the financial benefit of an individual property owner but detrimental to the surrounding area. According to the Iowa courts, the factor of primary importance is whether the rezoned tract has a peculiar adaptability to the new classification as compared to the surrounding property. Spot zoning for the sole benefit of the landowner and contrary to the comprehensive plan is unreasonable.

The case for creating these “spot zones” is best made through the comprehensive planning process, where the community can explain the benefits that such differential treatment brings to the area.

Planning and Zoning Fact Sheet

IOWA STATE UNIVERSITY
Extension and Outreach
Community and Economic Development

Iowa State University Extension and Outreach does not discriminate on the basis of age, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, socioeconomic status, or status as a US veteran. Direct inquiries to the Diversity Officer, 515-294-1482, extdiversity@iastate.edu.

DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of the subject property located at 1112 Bridge Avenue.

Neighborhood Meeting
Date: 12/1/2022 Time: 7 PM Location: 1112 Bridge Avenue

Plan & Zoning Commission Public Hearing Meeting
Date: 12/6/2022 Time: 5:00 PM Location: Council Chambers | City Hall | 226 West 4th Street

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject property is currently zoned R-4C Single-Family and Two-Family Central Residential District. The property owner is requesting a rezoning to R-MF Multi-Family Residential District. The purpose is to redevelopment the existing building into a three unit multi-family dwelling.

Request/Case Description
Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

What are the Next Steps after the Neighborhood Meeting and Public Hearing?
The Plan and Zoning Commission will hold a formal public hearing at their meeting on December 6, 2022. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on December 20, 2022. The Commission's recommendation will be forwarded to the City Council, which will then hold its own public hearing. You will receive a notice of the City Council's public hearing. For the specific dates and times of subsequent meetings, please contact the case planner below.

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

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

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

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

Rezoning Request | Case REZ22-08 | Public Hearing Notice

Rezone from R-4C Single-Family & Two-Family Central Residential District to R-MF Multi-Family Residential District



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

T | 563.326.6198
E | planning@davenportiowa.com

davenportiowa.com/DNS

DAVENPORT
DEVELOPMENT &
NEIGHBORHOOD SERVICES

PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

Date: 1/4/2023 Location: Council Chambers | City Hall | 226 W. 4th ST.
Time: 5:30 PM Subject: Public Hearing for a Rezoning Request

To: All property owners within 200 feet of the subject property located at 1112 Bridge Avenue.

What is this About?
This notice is being sent to inform you that a neighborhood meeting and a public hearing will be held for a Rezoning Request. The subject property is currently zoned R-4C Single-Family and Two-Family Central Residential District. The property owner is requesting a rezoning to R-MF Multi-Family Residential District. The purpose is to redevelopment the existing building into a three unit multi-family dwelling.

Request/Case Description
Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

At its December 20, 2022 meeting, the Plan and Zoning Commission recommended Case REZ22-08 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:
1. The zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Residential General.
2. The proposed zoning map amendment to R-MF Multi-Family Residential District is compatible with the zoning of nearby developed property.
3. With conditions recommended by staff, the proposed zoning map amendment will enable the existing building be used in a manner consistent with the surrounding area.
4. As conditioned, the rezoning request is compatible with the established neighborhood character.
5. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.
6. Rezoning the property to R-MF Multi-Family Residential District does not create any nonconformities.

Conditions:
1. The maximum building height shall be 35 feet.
2. The maximum number of dwelling units shall be four.

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

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

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

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

Rezoning Request | Case REZ22-08 | Public Hearing Notice

Rezone from R-4C Single-Family & Two-Family Central Residential District to R-MF Multi-Family Residential District



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

T | 563.326.6198
E | planning@davenportiowa.com

davenportiowa.com/DNS

Neighborhood Meeting Attendance List

Date: 12/1/2022 Time: 7:00 PM Location: 1112 Bridge Ave

Case: Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

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

	NAME	EMAIL:	PHONE: (optional)	ADDRESS (as shown on the notice map)
1	Jim Richardson	jarichardson1954@gmail.com	(563) 340-3767	5124 N. Richmond Circle Bettendorf, IA 52722
2	DAVE SPINNER		563-322-8237	1033 Oneida
3	Allie Kelly		3092924908	1203 E 11th apt 1
4				
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Werderitch, Matt

From:
Sent: Wednesday, December 14, 2022 1:54 PM
To: Werderitch, Matt
Subject: [EXT] Case REZ 22-08 1112 Bridge Avenue Rezoning

ATTENTION: This is an external email.

Good afternoon, Matt!

My husband, Marshall and I are writing to you in order to express our opposition to the multi-family spot rezoning request for the property at 1112 Bridge Avenue.

We live at 812 Bridge Avenue. Marshall was born and raised in Davenport and he remembers clearly when the neighborhoods along Bridge Avenue were in a very depressed state. After living and working in Phoenix, Arizona for over 30 years, Marshall and I were committed to investing in his hometown upon retiring. We bought our home in 1999 and have been in the process of restoring this house to its original grandeur ever since. Over these past several years we have seen a slow, but mostly steady improvement in our neighborhood which we believe can be directly contributed to the increase of owner-occupied single family homes lining Bridge Avenue from River Drive.

In order to promote this trend, new families are warmly welcomed and encouraged to participate in the neighborhood. We even reach out to listing agents to inform them about the Bridge Avenue Historic District Neighborhood Association. Many have responded enthusiastically and even included information about the neighborhood in their real estate postings. It is our sincere hope that the Development and Neighborhood Services and the Planning and Zoning Commission will deny this multi-family rezoning request and in so doing, partner with us in keeping this revitalization process going. Sadly, there are very few surviving neighborhoods in Davenport with their historic integrity left intact. Most have succumbed to multi-family rental properties that have negatively impacted the character of these fine old communities. We are trying to save our neighborhood from that fate.

We compel you as you review the Residential Zoning Districts Map, that you will visualize individual streets, homes and the families who live inside them, rather than just a mosaic of yellow, green, brown and gray squares. Ultimately, your decision will set a significant precedent moving forward and will reinforce your commitment to promoting neighborhood integrity and improving the quality of life in our community.

Thank you for your consideration.

Regards,
Carol and Marshall Daut
812 Bridge Avenue
Davenport, IA 52803
563-322-1319

Werderitch, Matt

From: Robert Kirk
Sent: Tuesday, December 13, 2022 9:51 AM
To: Werderitch, Matt
Subject: [EXT] Zoning 1112 Bridge Avenue

ATTENTION: This is an external email.

I want to voice my concerns over this issue for plans at Zoning 1112 Bridge Avenue. The neighborhood already has far too many multi family dwellings and this locale has been a considerable and failed use location for far too long creating both parking and driving issues for all concerned. In my opinion the best use would be the intended use as a permanent single family dwelling.

Regards,
Robert Kirk
1017 MISSISSIPPI AVE

Case RZ22-08 Request to change 1112 Briage Ave. from R-4C to multi-family (Ward 5)

From:
Date: Dec 6, 2022 at 2:08:04 PM
To: Lamar Buckelew lamarbuckelew@yahoo.com

My name is Juliana Buckelew and I live at 1206 E. River Drive. I am against this change because it would go against the goals of the new code that was implemented in 2018 to stabilize the area. The property is surrounded by R 4C except on one side, and that's ~~across the street~~ SW kitty corner. Allowing up zoning in the middle of our neighborhood is spot zoning and discourages owner occupants, who remain after the rental property owners leave.
We have worked hard to stabilize our neighborhood. My neighbors and I formed a neighborhood association group officially with the the city. Our group has fought hard for neighborhood safety and marketed our historical district to attract homebuyers. We have done extensive historical research at the library and online to promote its rich history. We have fought hard and up zoning to make this lot multifamily discourages home buying which gives stability, and the desire to invest in our neighborhood. We have 3 new families recently and need to keep this direction, not take a step back.
Thank you for your time today.

Sent from my iPhone

Werderitch, Matt

From: Lamar Buckelew
Sent: Thursday, December 15, 2022 2:18 PM
To: Werderitch, Matt
Subject: [EXT] Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]

Dear Mr. Werderitch,

Hello, my name is Lamar Buckelew and I live at 1206 East River Drive. Together with Prospect Park and Bridge Avenue neighborhoods, we make up the larger neighborhood south of E. 12th that was once called Mt. Ida Neighborhood.

I am writing you to voice my disapproval of the spot zone change request for 1112 Bridge Avenue from R-4C to R-MF. This neighborhood has suffered through many years of neglect, irregular zoning and manipulation by developers and landlords. This created a neighborhood instability due to the large number of temporary residents. While there are still many multiple family apartment options in this neighborhood, the city re-zoning that occurred around 2018 was thought to be a step in the direction of neighborhood stability and away from the past Davenport approach of patchwork zoning that negates the intent of the zoning process and does not match the character of the neighborhood.

The goal of the city zoning rewrite in 2018 was to protect the character of these central neighborhoods south of Locust. These neighborhoods have had a history of "spot zoning" resulting in unequal application of the city zoning ordinances. This patchwork approach allows multifamily units to grow in single family areas and therefore should not be approved. Please share these comments with the Planning and Zoning Commission prior to their meeting on the subject.

Regards,

Lamar Buckelew

Werderitch, Matt

From:
Sent: Monday, December 5, 2022 7:59 PM
To: Werderitch, Matt
Subject: [EXT] Petition for Rezoning

Hi Matt,

I'm not sure who to address my concerns over this petition Case REZ22-08: Request of Ecumenical Housing Development Group to rezone 1112 Bridge Avenue from R-4C Single-Family and Two-Family Central Residential District to R-MF Multi-Family Residential District. [Ward 5]. I live just outside the perimeter of the legal notification zone but I am opposed to this change.

We formed a neighborhood group and took action a few years ago to change the zoning in this area so that developments like this could no longer destabilize our historic district. A change like this would be a form of spot zoning and contrary to our goal to make our neighborhood attractive to home buyers. While there may be apartments nearby, increasing the number of them will have a negative impact on the density of occupancy of our district and quality of life for the homeowners.

Will you please tell me who to forward this to or can you? I will be out of town during the hearing or I would attend it and speak out.

Thank you very much,

John Higgins

Werderitch, Matt

From: Adam Hoke
Sent: Tuesday, December 13, 2022 11:13 PM
To: Werderitch, Matt
Cc: Evan Hoke; Eileen Yeates;
Subject: [EXT] Case REZ22-08

Dear Matt,

My name is Adam Hoke and my husband's name is Evan Hoke. We own the Theodore Eldridge House at 1404 E 10th St.

I am writing you today to make you aware that we oppose the rezoning of the property at 1112 Bridge Ave. We purchased our home in Sept of 2016. We have two apartment buildings and a rental property directly behind us. We believe that our neighborhood is already saturated with rental properties.

We understand the need for affordable housing and we believe that the rental properties in the area would fit that description. We do not believe that adding more rental properties will help the neighborhood.

We have had countless issues with renters. We hear domestic disputes, loud cars, and police being called for multiple reasons including a tenant having a guest staying with them that was driving a stolen vehicle. And our HVAC Contractor had his vehicle stolen from the alley, not even 10mins after he arrived. There are many rental properties in the area that are not maintained. There are properties near us that are believed to house someone that sells drugs. They have visitors all hours of the day and night just long enough for someone to run in and return within minutes back to their car.

We have spent a significant amount of money restoring our home along with many others in the area. The house down the street was on the market for over 2yrs before it sold and I believe it's because of some of the properties that are behind the house. Adding more rentals would only hinder people from wanting to fix up the homes in this area as the number of rentals can turn off potential buyers or buyers willing to pay a fair market value.

Continuing to add rentals in the area will not help the efforts of the homeowners to change the neighborhood. A great deal has changed for the better since we have lived here. Our home was empty for two years and we had a home on Mississippi Ave that had been on the market for 6yrs. Our home was on the market for 4yrs. There is a home on Mississippi Ave that is for sale that was at one point turned into multiple rental units and has been converted back to a single-family home but a great deal of damage was done to the home during that process and is proving to deter people from wanting to buy it.

Thank you for your time,
Evan and Adam Hoke

Werderitch, Matt

From:
Sent: Sunday, December 11, 2022 4:46 PM
To: Werderitch, Matt
Subject: [EXT] Zoning 1112 Bridge Avenue

ATTENTION: This is an external email.

Matt

We wish to offer our concerns as to CASE REZ22-08...

We want to go on the record of preferring that the city maintain the zoning plans that we suspect were quite expensive. We would like to have the structure sold to a family, maybe a first-time home owner. Many have worked to stabilize this neighborhood and changing the zoning with the result of more multiple resident housing does not match the character of the surrounding properties.

Joel and Diane E. Franken
1610 Prospect Terrace

Werderitch, Matt

From: Elizabeth Hodges
Sent: Wednesday, December 14, 2022 5:07 PM
To: Werderitch, Matt
Subject: [EXT] Fwd: Zoning 1112 Bridge Avenue

---------- Forwarded message ---------
From: **Elizabeth Hodges**
1725 E, 11th Street
Davenport, Iowa 52803
Subject: Re: Zoning 1112 Bridge Avenue

Subject: Zoning 1112 Bridge Avenue CASE # REZ22-08

I am not in favor of 1112 Bridge Avenue being re-zoned to a multi family unit.

Surrounding neighbors and neighborhood groups have worked for years to improve the area.

To rewrite the 2018 zoning is a disservice to the neighbors, and groups who have worked to improve this area.

The person requesting the zoning change should not be granted the re-zoning. The neighbors have worked for years to create stability in this area..

There are becoming more rental properties where I live. Most of the landlords do not take care about their properties, and do not follow up with their tennents. This creates issues and problems for the home owners .

Another rental unit is not what this area needs or the city.

Regards,

Elizabeth Hodges
1725 E. 11th Street
Davenport, Iowa 52803

Werderitch, Matt

From: Mike Miller
Sent: Wednesday, December 14, 2022 7:46 AM
To: Werderitch, Matt; Meginnis, Marion
Subject: [EXT] Spot zoning for 1112 Bridge Ave.

Matt,

This plan to rezone a single building to multi family in an area that has been designated single family would be a mistake. I realize that this would mean increase tax basis on the property, and would satisfy a single entity, but at the same time be against the will of the remaining residents in this community. And if I am not mistaken we still live in a majority rule country.

This area has for years been trying to recover from the mistake of turning classic family homes to multi dwelling facilities. Almost every homeowner here has been trying or has accomplished this goal with the understanding that the neighborhood would continue on this path. The city has aided in this effort by returning the zoning to single family and establishing that it would remain so.

We are in the "downtown" ward. Recently in this ward, and only a few blocks away from us, the city has allowed a 4 story,180 low income apartment complex to be built. This complex is too high a density living for the space it is on. It most likely will be a majority of section 8 housing. That alone will put a burden on our district and will cause a major decrease in the quality of life for our community that is not being placed on other areas of Davenport. Rezoning this single unit will further exacerbate the downward trend.

My thought is the same as the broken window theory. Before a window is broken in a house the thought of doing so is not broutched. But once the first window is smashed with a rock it becomes OK to break all of the windows.

Taking the first step on the wrong path is always the most crucial after which the rest of the mistakes become easy.

Werderitch, Matt

From: Eileen Yeates
Sent: Friday, December 16, 2022 7:23 PM
To: Werderitch, Matt
Subject: [EXT] Case REZ22-08

ATTENTION: This is an external email.

My name is Eileen Yeates and I live on Mississippi Avenue. I strongly object to the proposed zoning change to 1112 Bridge Avenue. This property should not be changed to a multi family unit. Parking is already tight on Bridge and this proposed unit could add 6-10 cars to the street. I do not believe the owner can provide adequate off street parking for these extra vehicles. There is not room for that many more cars.

I am also concerned about population density in this area. We already have an over abundance of multi family units in our neighborhood. It is not necessary to add to the overcrowding in our neighborhood.

The proposed multi family unit does nothing to enhance the character of our neighborhood. My family, along with many of our neighbors, work hard to maintain the beauty of this old Davenport neighborhood. This proposed unit does not contribute to the neighborhood character that we all work so hard to maintain.

Thank you so much,
Eileen Yeates

Sent from my iPad

Werderitch, Matt

From: Dan Darland <dandarland@yahoo.com>
Sent: Monday, December 19, 2022 3:02 PM
To: Werderitch, Matt
Subject: [EXT] 1112 Bridge Ave

ATTENTION: This is an external email.

Matt,

I want to express my objection to the proposed multi-family use of the property at 1112 Bridge Ave.

Our neighborhood is already inundadted with muti-family dewellings, and although that would seem to mean that the use is established, the population density in the Bridge to Ridge neighborhood is becoming too great. Traffic and parking is already an issue. Sometime traversing is a problem when people don't park appropriately.

You know me as the current President of the City's Zonning Board of Adjustment. I understand use, established practice, etc. However, most of the multi-family dwellings in the area were built as such, referencing the appartments between College and Bridge and 10th to 11th Streets, and along 12th St and Eastern Ave. Planning was done for those units and the impact thereof to the neighborhood back when they were built, with whatever rules were used at that time. Now we are seeing single-family dwellings being converted to multi-family dwellings, and I must express my objection to this practice. I kow studies have been performed that demonstrate the population density, so if we don't use those studies to help determine questions like this, why do we do them?

Let's try to preserve what historic value and appearance we have left in our besutiful historic neighborhood.

Thanks,
Dan

COL Daniel D. Darland, US Army (Ret)
930 Mississippi Ave
Davenport, IA 52803
dandarland@yahoo.com
563.210.0350

I Paul Burroughs

I vote NO

1118 Bridge Ave

I Paul Burroughs.

THIS LETTER

I Vote NO

1118 Bridge Ave

DAVENPORT IA.

VOTE NO

563 326 6198 3

PROPOSED ZONING CHANGES TO 1112 BRIDGE COULD LEAD TO THE DEVELOPMENT OF UNIT TO 14 UNIT MULTI-FAMILY DEVELOPMENT WITH 21 PARKING POSITIONS.

WE ALL NEED TO COME TOGETHER AS A NEIGHBORHOOD TO EXPRESS OUR VIEWS AT THE NEXT FIVE CITIY COUNCIL MEETINGS.

Questions: no-r-mf1112bridge@outlook.com

326 7785 326 7923

Dear Neighbors

As you are already aware, the Planning and Zoning Board for Davenport approved rezoning 1112 Bridge Ave from R-4C (Single or dual family) to R-MF (multi-family). This means that in the future, the owner of the property could potentially build 14 units with 21 parking places. ECUMENICAL Development has purchased the property and asked for the zoning change. This is not about ECUMENICAL because they are a good organization with a very good track record of buying vacant homes and turning them in affordable housing. They are good landlords.

The city spent a lot of our tax money and spent several years developing a new Zoning Code released in 2019. The R-4C and R-3C was created during this complete rewrite to protect the transitional, central, and historic neighborhoods of Central Davenport. I have provided the definition below.

R-4C Single-Family and Two-Family Central Residential Zoning District. The R-4C Single-Family and Two-Family Central Residential Zoning District is intended to preserve and protect Davenport's dense, centrally located, established urban residential neighborhoods. Standards of the R-4C District are intended to ensure that new development is complementary to the existing developed character of these neighborhoods. Limited non-residential uses that are compatible with the surrounding residential neighborhoods may be permitted in the R-4C District.

While ECUMENICAL Development is planning two 4-bedroom units and one 2-bedroom unit at this time, there is no approved guarantee this could be turn into a 14-unit development in 15 or 20 years. The property was purchased from the city for $1 and will be enrolled as a package for a federal tax credit program. The Zoning Board is making a recommendation to constrain the development to no more than 4 units. The contention with the neighbors has not been with the development of affordable housing. In fact, we welcome the development but in alignment with the current zone structure of the 1112 Bridge Ave which is R-4C just as ECUMENICAL purchased it.

For the next 5 Wednesdays at 530 PM (Jan 11, Jan 18, Jan 25, Feb 1, Feb 8), we are asking that residents from the immediate neighborhood attend city council meetings and if comfortable express their views on this zoning change – for or against. We believe talking points should be very focused on welcoming the addition and investment to provide family oriented affordable housing. We are just asking for that to be done within its current restriction of dual family as zoned today.

If you live within 200 ft of 1112 Bridge Ave, your comments are taken with much more weight than others due to ordinance, but all comments are valuable from anyone in the neighborhood. If you live in a home that was rezoned from R-MF to R-4C or 3C and were told you could never go back to R-MF, then we ask that you share that the council meetings. All comments will be heard and based on the meeting on 4 January, all comments are driving considerable conversation with the City Council. THEY NEED TO HEAR FROM YOU!

THIS IS THE TIME FOR US TO PROTECT THIS SMALL BUT AWESOME NEIGHBORHOOD. If the City Council approves this rezoning, they will set a precedent that could be applied to others which directly undermines, the work completed, intent of the Zoning rewrite, and creation of R-4C and R-3C for the central part of the city.

THIS LETTER I VOTE NO Paul Burroughs SR
1118 BRIDGE AVE

Paul Burroughs SR I VOTE NO

THIS LETTER I VOTE NO SCOTT

THIS LETTER I VOTE NO

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **2/22/2023**

Subject:
Resolution approving the 2023 Urban Revitalization Tax Exemption (URTE) projects. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The objective of the Urban Revitalization Tax Exemption (URTE) program is to encourage private investment by providing an exemption on the increase in property taxes resulting from improvements. The City currently has two Urban Revitalization areas: Central City and North.

The attached list provides the following information for each property: whether the property is residential, multi-residential, commercial, or industrial; the Petitioner's name; the property address; the schedule of exemption chosen; and the cost of the improvements reported by the petitioner on the application form. The exemption percentage is applied to the actual value of the improvements as determined by the City Assessor. The new assessed value is rarely equal to the cost of the improvements. The term of the exemption varies according to the schedule selected by the petitioner. In all cases when the exemption period expires, the property will rise to the full taxable value. This year's applications represent a total private investment of over $482 million spread amongst 209 projects. The attached map shows the location of both completed as well as in progress URTE projects.

The URTE program continues to be one of the City's best economic development tools. This program directly helps the City's taxpayers by lessening the burden of higher property taxes that often come with improvements.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	URTE Projects
🗋	Exhibit	URTE Map

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	2/9/2023 - 8:10 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving the 2023 Urban Revitalization Tax Exemption (URTE) projects.

WHEREAS, in the City of Davenport, an urban revitalization plan under the provisions of Urban Renewal has been in effect since 1980; and

WHEREAS, this plan provides incentives in the form of property tax exemption for both new construction and rehabilitation in order to encourage private investment and to help reverse the trend toward disinvestment; and

WHEREAS, the list of projects meets the requirements of the urban revitalization plan; and

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

WHEREAS, projects within the downtown area will be required to comply with the Downtown Davenport Streetscape Improvement Plan as administered by the City Engineer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 2023 Urban Revitalization Tax Exemption projects are hereby approved.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

2023 Urban Revitalization Tax Exemption (URTE) Applications

Final Applications

Type	Petitioner	Address	Parcel	Area	Schedule	Improvements Cost
C	Brad Zude, Duchy Holdings	1161 E Kimberly Rd	P1314B19A	North	N1	$ 50,000
C	Brian Wahl/ MTJB	4114 N Brady Street	P1308-09A	North	N2	$ 250,000
C	Chih Chang	1132 W Locust St	B0064-32	Central	C3	$ 10,000
C	Cliff & Jan Tappa	1620 Rockingham Rd	K0012-45	Central	C2	$ 85,000
C	Douglas Patch/ D&K Real Estate LLC	1536 W. Locust St	A0059-36	Central	C1	$ 76,256
C	James Lykam	2201 Rockingham Rd	K0033-02A	Central	C1	$ 69,000
C	JL Real Estate Holdings LLC	8450 N Fairmont St	V3223A03	North	N1	$ 1,209,798
C	MCM Properties	4830 N Brady Street	P1216-21	North	N2	$ 300,000
C	Judy Duncalf	3030 Rockingham Rd	J0061-30	Central	C1	$ 100,000
C	Urban 210 LLC	210 E 2nd St Suite 102	L0009B102	Central	C1	$ 29,050
C	Urban 210 LLC	210 E 2nd St Suite 103	L0009B103	Central	C1	$ 29,050
C	Urban 210 LLC	210 E 2nd St Suite 104	L0009B104	Central	C1	$ 29,050
C	Urban 210 LLC	210 E 2nd St Suite 105	L0009B105	Central	C1	$ 209,554
C	Urban 210 LLC	210 E 2nd St Suite 106	L0009B106	Central	C1	$ 698,513
C	Graverts Auto Sales LLC	1435 W Locust	H0007-19	Central	C1	$ 115,000
C	Cluster Fudge Holdings	1309 W 4th	K0008-22	Central	C1	$ 200,000
C	311 Partners LLC	311 - 315 E 2nd	L0016A13B	Central	C1	$ 425,000
C	MFN Investments	626 W River Dr	L0013-22B	Central	C2	$ 746,879
C	Toasted	118 E 4th	G0057-10C	Central	C2	$ 700,000
C	XL Development, LLC	7620 Louis Rich Ct Unit #1	T2451A07	North	N1	$ 834,243
C	Shawn Agan & Cindy agan	3504 Hickory Grove Rd	O1649A03	North	N2	$ 50,000
I	Midland Scientific Property LLC	2805 Research Parkway	W3321B01	North	N2	$ 952,943
I	CF Caiman DVN LLC	2022 Research Parkway	W3417-01, W3419-01, W3401-01, W3403-01	North	N1	$ 269,778,000
I	MCDXLI, LLC	1441 Rockingham	K0010-01B	Central	C1	$ 2,660,000
MR	New Kahl LLC	326 W. 3rd Street	L0006-17F	Central	C3	$ 23,359,023
MR	Pine Knoll LLC	2504 Telegraph Road	J0011-39A	Central	C3	$ 4,785,589
MR	Vue at 7th LLC	321 E 7th St	F0049-32A	Central	C3	$ 660,846
MR	Hawthorne 96B LLC	3721 College	P1312A08A	North	N2	$ 381,053
MR	Hawthorne 96B LLC	3705 College	P1312A01A	North	N2	$ 381,053
MR	Kimberly Grant LLC	3545 Kimberly Downs Rd	P1314B15	North	N2	$ 71,202
MR	311 Partners LLC	315 E 2nd	L0016A13B	Central	C3	$ 300,000
MR	400 W River LLC	400 W River Dr	L0011-16A	Central	C3	$ 8,300,000
R	B & V Partners LLC 410	1919 W 7th St	H0051-11	Central	C3	$ 50,000
R	Becky Endresak	3143 Boies Avenue	J0052-25	Central	C3	$ 25,000
R	Cari Rieder	1306 S. Nevada Avenue	R0417-32	Central	C3	$ 100,000

R	Charlene Mills	3803 Keota Ave	R0524-05	Central	C3	$	13,260
R	Charles & Kathleen Miller	1715 Sturdevant St	H0006-50	Central	C3	$	23,110
R	Courtney Grawe	212 N Elmwood Ave	J0010-18	Central	C3	$	21,512
R	Craig & Marsha Canfield	723 Brown Street	G0045-33A	Central	C3	$	22,000
R	Douglas Patch/ D&K Real Estate LLC	1536 W. Locust St	A0059-36	Central	C3	$	76,256
R	Erika Ullrich	2011 W 3rd St	K0002-28	Central	C3	$	35,000
R	Helen Kaucher	1510 Ripley St	G0011-20	Central	C3	$	24,359
R	Hilario & Katherine Gonzalez	1822 Dixwell St	K0019-32	Central	C3	$	17,722
R	Jeff and Miranda Reed	1817 W 6th St	H0052-60	Central	C3	$	34,810
R	Jeffrey Mau	2807 E Locust Street	E0008-39	Central	C3	$	7,728
R	Juan Bolanos Torres	1903 W. 2nd Street	K0014-04	Central	C3	$	35,000
R	Kristin Brooke/Duncomb Brooke	1920 E 13th St	E0018-22	Central	C3	$	70,000
R	Leslie Patterson	241 S Lincoln Avenue	J024-50	Central	C3	$	19,985
R	Maxwell Rustan	2732 W 38th Place	01637A11	North	N2	$	459,900
R	Michael & Sonya Lowry	2321 W 3rd St	J0007-03	Central	C3	$	20,550
R	Monica Guyton	1558 W 16th St	H0011-28	Central	C3	$	20,000
R	Nicholas Kuhn & Justice Drumm	3516 May Lane	J0050-01	Central	C3	$	6,000
R	Paul Canini	1525 W 8th St	H0043-28	Central	C3	$	24,632
R	Pedro Gonzalez Perez and Leticia Tellez Calderon	1323 W. 16th Street	H0009-17	Central	C3	$	13,101
R	Rafael & Rafugio Calzada	311 E 13th St	F0017-13A	Central	C3	$	35,007
R	Ranae Broughton	2728 Whitewood Ave	J0021-18	Central	C3	$	22,080
R	Rejuvenate Housing LLC	514 W. 17th Street	G0005-21	Central	C3	$	125,000
R	Spencer Landsteiner	714 W. 14th Street	G0020-19	Central	C3	$	30,930
R	Stacy York	1003 S Ohio Ave	R0403-15	Central	C3	$	20,000
R	Tamika Sherman	3023 McKinley Avenue	J0045-08	Central	C3	$	34,706
R	Terry & Kara Ellenberg	3813 N Birchwood Ave	01637A27	North	N1	$	400,000
R	The Row at 35th LLC	142 E 35th	P1413-21F	North	N2	$	17,326
R	The Row at 35th LLC	134 E 35th	P1413-17F	North	N2	$	6,077
R	The Row at 35th LLC	148 E 35th	P1413-24F	North	N2	$	6,077
R	The Row at 35th LLC	144 E 35th	P1413-22F	North	N2	$	17,326
R	The Row at 35th LLC	146 E 35th	P1413-23F	North	N2	$	6,077
R	The Row at 35th LLC	124 E 35th	P1413-12F	North	N2	$	17,326
R	The Row at 35th LLC	126 E 35th	P1413-13F	North	N2	$	17,326
R	The Row at 35th LLC	132 E 35th	P1413-16F	North	N2	$	17,326
R	The Row at 35th LLC	122 W 35th #4	P1413-04E	North	N2	$	6,077
R	The Row at 35th LLC	121 W 35th	P1413-26F	North	N2	$	17,326
R	The Row at 35th LLC	120 E 35th	P1413-10F	North	N2	$	17,326
R	The Row at 35th LLC	114 W 35th #12	P1413-12E	North	N2	$	6,077
R	The Row at 35th LLC	115 W 35th	P1413-29F	North	N2	$	17,326
R	The Row at 35th LLC	117 W 35th	P1413-28F	North	N2	$	17,326
R	The Row at 35th LLC	114 W 35th #10	P1413-10E	North	N2	$	6,077
R	The Row at 35th LLC	116 E 35th	P1413-08F	North	N2	$	17,326
R	The Row at 35th LLC	114 W 35th #11	P1413-11E	North	N2	$	17,326

R	The Row at 35th LLC	109 W 35th	P1413-32F	North	N2	$	6,077
R	The Row at 35th LLC	110 E 35th	P1413-05F	North	N2	$	17,326
R	The Row at 35th LLC	108 E 35th	P1413-04F	North	N2	$	17,326
R	The Row at 35th LLC	114 W 35th #8	P1413-08E	North	N2	$	6,077
R	The Row at 35th LLC	106 E 35th	P1413-03F	North	N2	$	17,326
R	The Row at 35th LLC	106 W 35th #13	P1413-13E	North	N2	$	17,326
R	The Row at 35th LLC	107 W 35th	P1413-33F	North	N2	$	6,077
R	The Row at 35th LLC	106 W 35th #18	P1413-18E	North	N2	$	17,326
R	The Row at 35th LLC	102 E 35th	P1413-01F	North	N2	$	17,326
R	The Row at 35th LLC	104 E 35th	P1413-02F	North	N2	$	17,326
R	The Row at 35th LLC	105 W 35th	P1413-34F	North	N2	$	6,077
R	The Row at 35th LLC	106 W 35th #17	P1413-17E	North	N2	$	6,077
R	The Row at 35th LLC	106 W 35th #16	P1413-16E	North	N2	$	17,326
R	The Row at 35th LLC	106 W 35th #14	P1413-14E	North	N2	$	6,077
R	The Row at 35th LLC	106 W 35th #15	P1413-15E	North	N2	$	17,326
R	The Row at 35th LLC	114 W 35th #7	P1413-07E	North	N2	$	6,077
R	The Row at 35th LLC	114 E 35th	P1413-07F	North	N2	$	17,326
R	The Row at 35th LLC	113 W 35th	P1413-30F	North	N2	$	17,326
R	The Row at 35th LLC	112 E 35th	P1413-06F	North	N2	$	17,326
R	The Row at 35th LLC	111 W 35th	P1413-31F	North	N2	$	6,077
R	The Row at 35th LLC	114 W 35th #9	P1413-09E	North	N2	$	17,326
R	The Row at 35th LLC	119 W 35th	P1413-27F	North	N2	$	17,326
R	The Row at 35th LLC	118 E 35th	P1413-09F	North	N2	$	17,326
R	The Row at 35th LLC	112 W 35th #3	P1413-03E	North	N2	$	17,326
R	The Row at 35th LLC	122 W 35th #2	P1413-02E	North	N2	$	6,077
R	The Row at 35th LLC	122 E 35th	P1413-11F	North	N2	$	17,326
R	The Row at 35th LLC	130 E 35th	P1413-15F	North	N2	$	17,326
R	The Row at 35th LLC	128 E 35th	P1413-14F	North	N2	$	17,326
R	The Row at 35th LLC	122 W 35th #1	P1413-01E	North	N2	$	6,077
R	The Row at 35th LLC	123 W 35th	P1413-25F	North	N2	$	6,077
R	The Row at 35th LLC	122 W 35th #5	P1413-05E	North	N2	$	17,326
R	The Row at 35th LLC	122 W 35th #6	P1413-06E	North	N2	$	17,326
R	The Row at 35th LLC	136 E 35th	P1413-18F	North	N2	$	17,326
R	The Row at 35th LLC	138 E 35th	P1413-19F	North	N2	$	17,326
R	The Row at 35th LLC	140 E 35th	P1413-20F	North	N2	$	17,326
R	B & V Partners LLC 500	1125 Iowa	F0031-29	Central	C3	$	55,000
R	Daniel Fuentes	1133 E 14th St	F0022-17	Central	C3	$	11,225
R	Gregory Parsons	204 E 18th St	G0008-20	Central	C3	$	24,410
R	Erik Witters	3152 McKinley Ave	J0046-07	Central	C3	$	20,770
R	Andrea Jaeger	731 W 8th Street	G0045-32	Central	C3	$	20,000
R	Troy and Cari Anderson	2359 Jackson	J0040-39	Central	C3	$	20,000
R	Phyllis Chamberlin	514 W 16th	G0012-22	Central	C3	$	39,507
R	Amber Martin	637 Oak	H0050-05	Central	C3	$	275,000

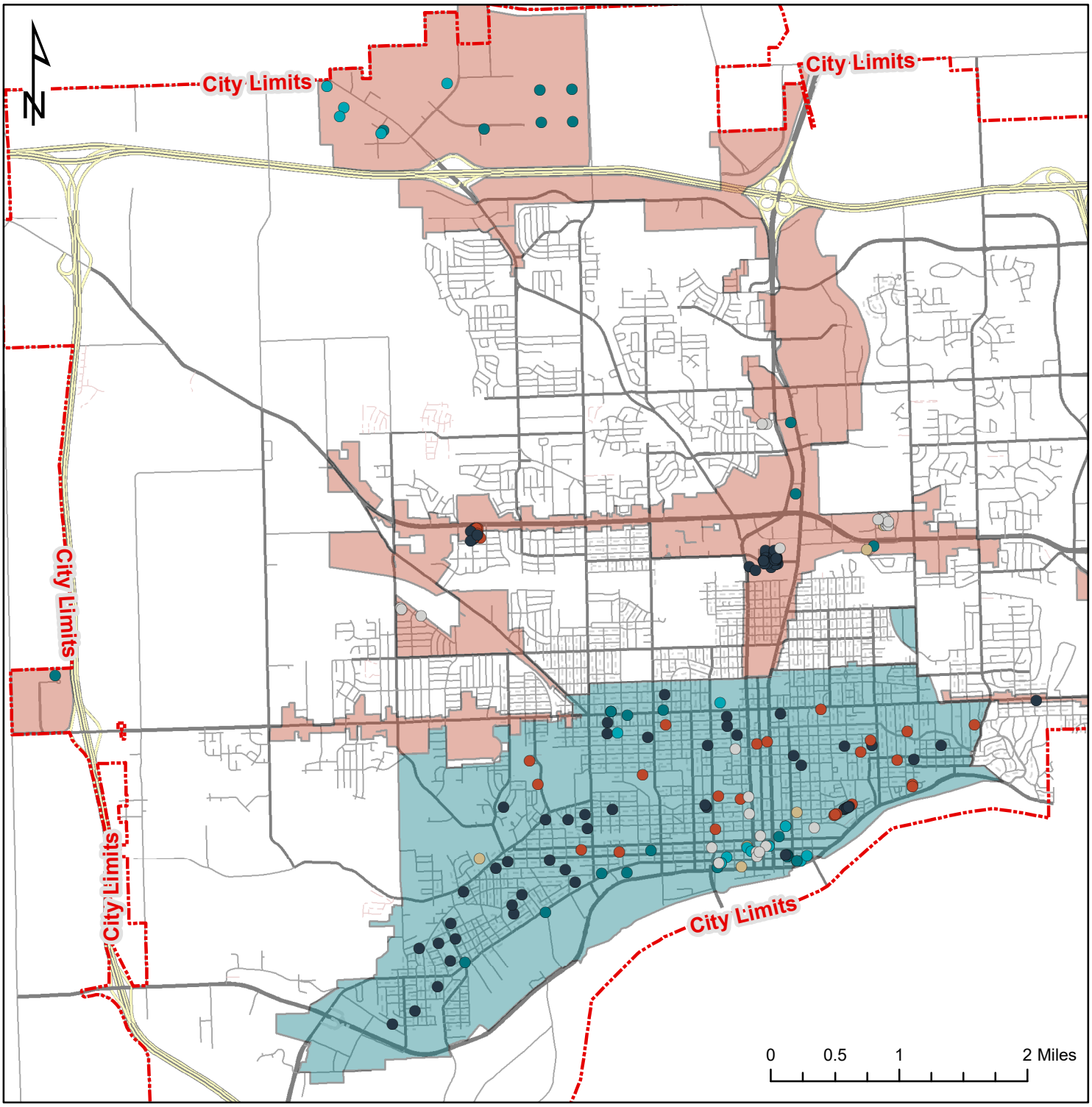
R	Yasmine Berry / Habitat for Humanity QC	749 E 6th	F0052-27	Central	C3	$	143,219
R	Abra Awute / Habitat for Humanity QC	753 E 6th	F0052-26	Central	C3	$	145,985
R	Godja Adjafi / Habitat for Humanity QC	761 E 6th	F0052-23 & F0052-24	Central	C3	$	160,929
R	Marcia Ellingsworth / Habitat for Humanity QC	765 E 6th	F052-22	Central	C3	$	157,377
R	Hannah van Trump / habitat for Humanity QC	769 E 6th	F0053-12	Central	C3	$	173,176
R	Joseph G. and Rhonda R Neubauer	3713 Joyce Lane	O1637A20	North	N1	$	462,700
R	Melissa Kendall	825 E 14th	F0020-33	Central	C3	$	110,000
R	Urban Rehab LLC	410 S Dittmer	J0036-10	Central	C3	$	28,000
R	Urban Rehab LLC	1824 W 7th	H0052-10	Central	C3	$	20,000
R	Urban Rehab LLC	1533 E 12th	F0025-01C	Central	C3	$	20,000
R	Carissa Redmond & Timothy Brehm	3816 N Birchwood	O1637A07	North	N2	$	397,000
R	Johnny and Susan McVay	906 Iroquois	I0042-17	Central	C3	$	75,000
R	Trevor Brown & Jaclyn Halas	3708 N Birchwood	O1637A01	North	N2	$	272,500
R	Javon Green & Katie Green	3804 Joyce	O1637A24	North	N1	$	418,920
R	Haileigh Garza Joshua Walters	2029 Lillie	B0049-23	Central	C3	$	23,140
R	Randy Roper	2345 McKinley	J0025-25	Central	C3	$	24,392
				Total	**137**	**$**	**323,441,719**

In Progress Applications

Type	Petitioner	Address	Parcel	Area	Schedule	Improvements Cost
C	Jason Cousineau	207 Western Ave	L0012-01	Central	C1	$ 400,000
C	JL Real Estate Holdings LLC	8420 N Fairmont	V3223A02	North	N1	$ 1,000,000
C	Larry Anderson	303 W 3rd St	L0006-28A	Central	C2	$ 350,000
C	Matt Matthews & Bradley Matthews	112 W 3rd St	L0007-35	Central	C1	$ 200,000
C	New Kahl LLC	326 W. 3rd Street	L0006-17G	Central	C1	$ 6,600,000
C	325 Partners LLC	325 E 2nd	L0016A11	Central	C1	$ 3,200,000
C	206 Partners LLC	206 E 5th	F0064-24A	Central	C1	$ 1,000,000
C	Ambrose & LeClaire Halls, LLC	518 W Locust	B0060-01A	Central	C2	$ 9,000,000
C	William Sheeder	418 E 2nd	L0015A04	Central	C2	$ 1,300,000
C	Donna Windfield (Blonde Squirrel Ent., LLC)	1602 Washington Street	H0011-35C	Central	C3	$ 900,000
C	O.V. Nielsen Family Trust - IH Bowstring Lofts	601 W 2nd Street	L0013-08 L0013-09	Central	C1	$ 400,000
I	BV Russell RFIP B1 Owner LLC	4302 W 89th St	V3205A01	North	N1	$ 6,266,784
I	BV Russell RFIP B6 Owner LLC	8605 N Zenith Ave	V3205A03	North	N1	$ 18,068,230
I	FFVI IA Davenport LLC	8740 N Zenith Avenue	V3205-02	North	N1	$ 15,779,072
I	Hillandale Properties, LLC	8700 Hillandale Rd	W3303-09A	North	N1	$ 3,500,000
MR	Matt Matthews & Bradley Matthews	112 W 3rd St	L0007-35	Central	C3	$ 400,000
MR	Shah-Smith Enterprises, LLC	417 W 14th St	G0022-11	Central	C3	$ 23,000
MR	Hawthorne 96B LLC	1312 E 38th	P1312A11	North	N2	$ 125,017
MR	Hawthorne 96B LLC	3728 College	P1312A09	North	N2	$ 125,017
MR	Hawthorne 96B LLC	3706 Esplanade	P1312A04A	North	N2	$ 381,053
MR	Hawthorne 96B LLC	1304 E 38th	P1312A10	North	N2	$ 125,017
MR	Hawthorne 96B LLC	3805 Bridge	P1311B05	North	N2	$ 381,053
MR	Hawthorne 96B LLC	3722 Esplanade	P1312A05A	North	N2	$ 381,053
MR	Hawthorne 96B LLC	1316 E 37th	P1312A03	North	N2	$ 381,053
MR	Hawthorne 96B LLC	1315 E 38th	P1312A07	North	N2	$ 381,053
MR	Heatherton 30 LLC	3424 Heatherton	O2101C26	North	N2	$ 175,773
MR	Heatherton 30 LLC	3547 Heatherton	O2101A13	North	N2	$ 311,546
MR	Heatherton 30 LLC	3553 Heatherton	O2101A14	North	N2	$ 311,546
MR	DAV APT LLC	229 W 3rd	L0007-12	Central	C3	$ 2,100,000
MR	MP Investments LLC	201 N Harrison	L0010-09B	Central	C3	$ 5,000,000
MR	AOM LLC	128 W 3rd	L0007-29	Central	C3	$ 9,000,000
MR	Financial District Properties WF LLC	203 W 3rd	L0007-11A	Central	C3	$ 1,000,000
MR	Vision 2021 / Gary Hayles / Dave Miller	628 N Harrison	G0054-14	Central	C3	$ 1,200,000
MR	Jamey Licandro	314 Gaines	L0004-40	Central	C3	$ 1,700,000
MR	TWG Davenport, LP	450 LeClaire	F0062A02	Central	C3	$ 37,728,351
MR	Vera French Housing	215 E 37th Street	P1309-02B	Central	C3	$ 2,700,000
MR	Vera French Housing	808 Harrison	G0043-37B Portion 4&5 156.9 155.2	Central	C3	$ 8,000,000
MR	206 Partners LLC	206 E 5th	F0064-24A	Central	C3	$ 1,000,000

MR	Lenard Kerr / Kerr Enterprises	400 Main	G0058-12A	Central	C3	$	650,000
MR	Commonwealth Real Estate Acquisitions, LLC	TBD	P1113-01A	North	N1	$	9,000,000
MR	O.V. Nielsen Family Trust - IH Bowstring Lofts	601 W 2nd Street	L0013-08 L0013-09	Central	C3	$	3,600,000
R	A Series of Events	1510 W 3rd St	K0006-33	Central	C3	$	50,000
R	Andrew and Kimberly Varner	1115 W 17th Street	G0001-29	Central	C3	$	60,000
R	Jack Haberman	709 N Gaines Street	G0045-03A	Central	C3	$	100,000
R	Joesph Joyner and Richard Sauter	406 W. 8th Street	G0043-20	Central	C3	$	100,000
R	Ray Clark	2226 W 13th Street	H0017-23	Central	C1	$	48,000
R	Shanna Bernauer	1423 Mississippi Avenue	F0009-35	Central	C3	$	200,000
R	Top Notch Real Estate LLC	1333 E 12th	F0026-27	Central	C3	$	56,500
R	Mylox Med, LLC	206 Prospect Ter	F0041-14	Central	C3	$	350,000
R	H2Holdings	2313 / 2315 East Street	E0013-11	Central	C3	$	50,000
R	Gary Buckley	1027 N Pine	H0033-04	Central	C3	$	21,000
R	Chad & Meghan Howell	613 E Locust	F0003-45A	Central	C3	$	250,000
R	C&L Plaza	3808 Joyce Lane	O1637A25	North	N1	$	300,000
R	C&L Plaza	3812 Joyce Lane	O1637A26	North	N1	$	300,000
R	C&L Plaza	2716 W 38th Place	O1637A15	North	N1	$	275,000
R	C&L Plaza	3717 Joyce Lane	O1637A19	North	N1	$	315,000
R	C&L Plaza	3717 N Birchwood	O1637A30	North	N2	$	330,000
R	C&L Plaza	2720 W 38th Place	O1637A14	North	N1	$	275,000
R	C&L Plaza	3809 N Birchwood	O1637A28	North	N1	$	315,000
R	Habitat for Humanity QC	647 E 6th	F0051-44	Central	C3	$	100,000
R	Habitat for Humanity QC	651 E 6th	F0051-43	Central	C3	$	100,000
R	Habitat for Humanity QC	701 E 6th	F0052-37A	Central	C3	$	100,000
R	Habitat for Humanity QC	813 E 6th	F0053-09	Central	C3	$	100,000
R	S&H rental Properties LLC Paul Gary Schoenbeck	1426 Brady Street	G0024-30	Central	C3	$	20,000
R	Michele M Prins	1416 Main	G0023-48	Central	C3	$	45,000
R	Urban Rehab LLC	323 Wilkes	K0004-09	Central	C3	$	20,000
R	Urban Rehab LLC	1347 W 12th	H0025-10	Central	C3	$	40,000
R	Urban Rehab LLC	1016 E 13th & 1304 Carey	F0021-11	Central	C3	$	25,000
R	Urban Rehab LLC	1128 E 14th	F0022-05	Central	C3	$	15,000
R	Prospect Park Partners	204 Prospect Terrace	F0041-07	Central	C3	$	400,000
R	Duane Timm & Jeffrey Gomez	630 W 5th	G0052-03	Central	C3	$	125,000
R	Donna Winfield	1602 Washington Street	H0011-38C	Central	C3	$	80,000
				Total	**72**	**$**	**158,710,118**

C=Commercial, I=Industrial, MR=Multi-Residential, R=Residential



City of Davenport
2023 URTE Projects

Community & Economic Development
February 2023

Legend

- Central City
- North Corridor
- Commercia/ Industrial-Final
- Commercial/ Industrial-In progress
- Multi Res-Final
- Multi Res-In progress
- Residential-Final
- Residential-In Progress

City of Davenport

Department: Community Development Committee **Action / Date**
Contact Info: Bruce Berger | 563-326-7769 **2/22/2023**

Subject:
Resolution approving the State of Iowa Community Attraction and Tourism (CAT) Grant Agreement for the Martin Luther King, Jr. Plaza project, and authorizing the City Administrator or designee to sign necessary documents and agreements. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
Approximately eight years ago, the concept of the MLK Plaza at 5th and Brady was first conceived. Over the next several years, plans evolved, and the Friends of Martin Luther King Jr. (FoMLK) non-profit organization was formed. The MLK Interpretive Center was also created and occupies space in a new housing development immediately adjacent to the proposed MLK Plaza site (501 Brady Street).

In 2021, the FoMLK refined the concept for the MLK Plaza, signed a long-term lease with the City of Davenport and was awarded a $500,000 grant from the City for the project utilizing American Rescue Plan Act (ARPA) funds through U.S. Treasury Department. This was committed last month via a Development Agreement.

In addition, they were successful in securing grant allocations from Scott County, the Regional Development Authority (RDA), and the Scott County Regional Authority (SCRA). Most recently the FoMLK, in partnership with the City, was awarded $219,840 by the State of Iowa's Enhance Iowa Grant through their Community Attraction & Tourism (CAT) Program.

In total, the $1.1 M project will feature standing displays for exhibits, providing historical context, education, and awareness. These can be changed for specific programming and events. The Plaza will also include a stage and lawn for community events, classes, and artistic expression (see attached renderings).

Approval of this Resolution would authorize the City Administrator and/or designee to execute the appropriate documents for the State of Iowa's Community Attraction & Tourism (CAT) grant agreement. The developer anticipates beginning site work in spring 2023 with completion anticipated in summer 2023.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	MLK Plaza Rendering

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Admin, Default	Approved	2/13/2023 - 9:27 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving the State of Iowa Community Attraction and Tourism (CAT) Grant Agreement for the Martin Luther King Jr. (MLK) Plaza project, and authorizing the City Administrator or designee to sign necessary documents and agreements.

WHEREAS, the Friends of MLK, (FoMLK) had a vision for the MLK Plaza to be constructed on a City-owned vacant lot at the northeast corner of 5th and Brady Streets; and

WHEREAS, with funding awarded to the City through the American Rescue Plan Act (ARPA) from the U.S. Treasury, the City Council approved a development agreement for $500,000 for the proposed MLK Plaza project with an estimated cost of $1.1M located at 511 Brady Street (Parcel G0056A01) on January 11, 2023; and

WHEREAS, the petitioner, FoMLK, has continued the fundraising efforts for the balance of funding needed for the MLK Plaza; and

WHEREAS, the FoMLK, in partnership with the City of Davenport, applied for the State of Iowa's Enhance Iowa Grant through their Community Attraction & Tourism (CAT) Program and was awarded $219,840 on December 1, 2022; and

WHEREAS, the City of Davenport is the owner of the property at parcel G0056A01 and has entered into a lease agreement with the Friends of MLK, a 501(c)(3) organization, through April 30, 2031; and

WHEREAS, funding and reimbursement payments for the project are subject to all Federal, State, and local program requirements and all other rules.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that, contingent upon the aforementioned items, the State of Iowa Community Attraction and Tourism (CAT) Grant Agreement for the Martin Luther King Jr. (MLK) Plaza Project is hereby approved, and the City Administrator or designee is authorized to sign necessary documents and agreements.

Passed and approved this 22nd day of February, 2023.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk


PARK
DONOR WALL


MLK PARK

City of Davenport

Department: Community Planning & Economic Development
Contact Info: Gary Statz | 563-326-7754

Action / Date
2/22/2023

Subject:
Third Consideration: Ordinance amending Schedule XIV Intersection Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding three intersections thereto. [Wards 2 & 6]

Recommendation:
Adopt the Ordinance.

Background:
The intersections of 53rd Street at Lakeview Parkway, 76th Street at Northwest Boulevard, and Hillandale Road at Research Parkway became signalized recently and were all installed and paid for by private companies as part of development plans. These signals were previously approved as part of those plans so adding them to Schedule XIV is a formality.

ATTACHMENTS:

	Type	Description
	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	1/11/2023 - 10:40 AM
Public Works Committee	Moses, Trish	Approved	1/11/2023 - 10:40 AM
City Clerk	Admin, Default	Approved	1/11/2023 - 6:02 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XIV INTERSECTION TRAFFIC SIGNALS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING THREE INTERSECTIONS THERETO.

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

Section 1. That Schedule XIV Intersection Traffic Signals of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

53rd Street at Lakeview Parkway
76th Street at Northwest Boulevard
Hillandale Road at Research Parkway

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Community Planning & Economic Development **Action / Date**
Contact Info: Gary Statz | 563-326-7754 **2/22/2023**

Subject:
Second Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Fairmount Street along the east side from Locust Street to Garfield Street thereto. [Ward 1]

Recommendation:
Adopt the Ordinance.

Background:
Fairmount Street is 29-feet wide between Locust Street and Garfield Street and currently allows parking along the east side of the street. Most of the streets of that width that allow parking are residential streets. Fairmount has a volume of about 9,000 vehicles per day. When a vehicle is parked in this corridor, northbound traffic typically waits for southbound traffic to pass before proceeding past the parked vehicle. This is not good for traffic flow on a busy collector street. Rarely are vehicles parked in this corridor, so this change should not be a problem for the residents. Most of the residents along the east side of Fairmount have driveways that are 80 feet or longer.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	1/25/2023 - 1:50 PM
Public Works Committee	Moses, Trish	Approved	1/25/2023 - 1:50 PM
City Clerk	Admin, Default	Approved	1/25/2023 - 4:54 PM

ORDINANCE NO. _____

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

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:

Fairmount Street along the east side from Locust Street to Garfield Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____
Mike Matson
Mayor

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution approving street, lane, or public ground closure requests for the listed dates and times.

Davenport Community School District; High School Track Meets; Brady Street Stadium | 3603 Brady Street; 2:00 p.m. - 10:00 p.m. Tuesday, April 4, 2023; Thursday, April 6, 2023; Thursday, April 13, 2023; and Monday, April 17, 2023; **Closure:** 36th Street from Brady Street to west of Davenport Avenue. [Ward 7]

Cornbelt Running Club; Bix at 6 Training Runs; 5:00 p.m. - 9:00 p.m. Thursday, June 22, 2023; Thursday, June 29, 2023; Thursday, July 6, 2023; and Thursday, July 13, 2023; **Closures:** East 4th Street from Pershing Avenue to River Drive; Pershing Avenue from East 4th Street to Kirkwood Boulevard; Kirkwood Boulevard from Pershing Avenue to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Jersey Ridge Road to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive. [Wards 3 & 5]

Cornbelt Running Club; Genesis Sports Medicine Brady Street Sprints; 5:30 p.m. - 9:00 p.m. Thursday, July 27, 2023; **Closure:** Brady Street from 5th Street to 11th Street. [Ward 3]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	DCSD High School Track Meet Map
🗋	Backup Material	Bix at 6 Description
🗋	Backup Material	Bix Map
🗋	Backup Material	Brady Street Sprints Description

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Admin, Default	Approved	2/9/2023 - 3:36 PM

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

Davenport Community School District; High School Track Meets; Brady Street Stadium | 3603 Brady Street; 2:00 p.m. - 10:00 p.m. Tuesday, April 4, 2023; Thursday, April 6, 2023; Thursday, April 13, 2023; and Monday, April 17, 2023; ***Closure:*** *36th Street from Brady Street to west of Davenport Avenue. [Ward 7]*

Cornbelt Running Club; Bix at 6 Training Runs; 5:00 p.m. - 9:00 p.m. Thursday, June 22, 2023; Thursday, June 29, 2023; Thursday, July 6, 2023; and Thursday, July 13, 2023; ***Closures:*** *East 4th Street from Pershing Avenue to River Drive; Pershing Avenue from East 4th Street to Kirkwood Boulevard; Kirkwood Boulevard from Pershing Avenue to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Jersey Ridge Road to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive. [Wards 3 & 5]*

Cornbelt Running Club; Genesis Sports Medicine Brady Street Sprints; 5:30 p.m. - 9:00 p.m. Thursday, July 27, 2023; ***Closure:*** *Brady Street from 5th Street to 11th Street. [Ward 3]*

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

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

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

Passed and approved this 22nd day of February, 2023.

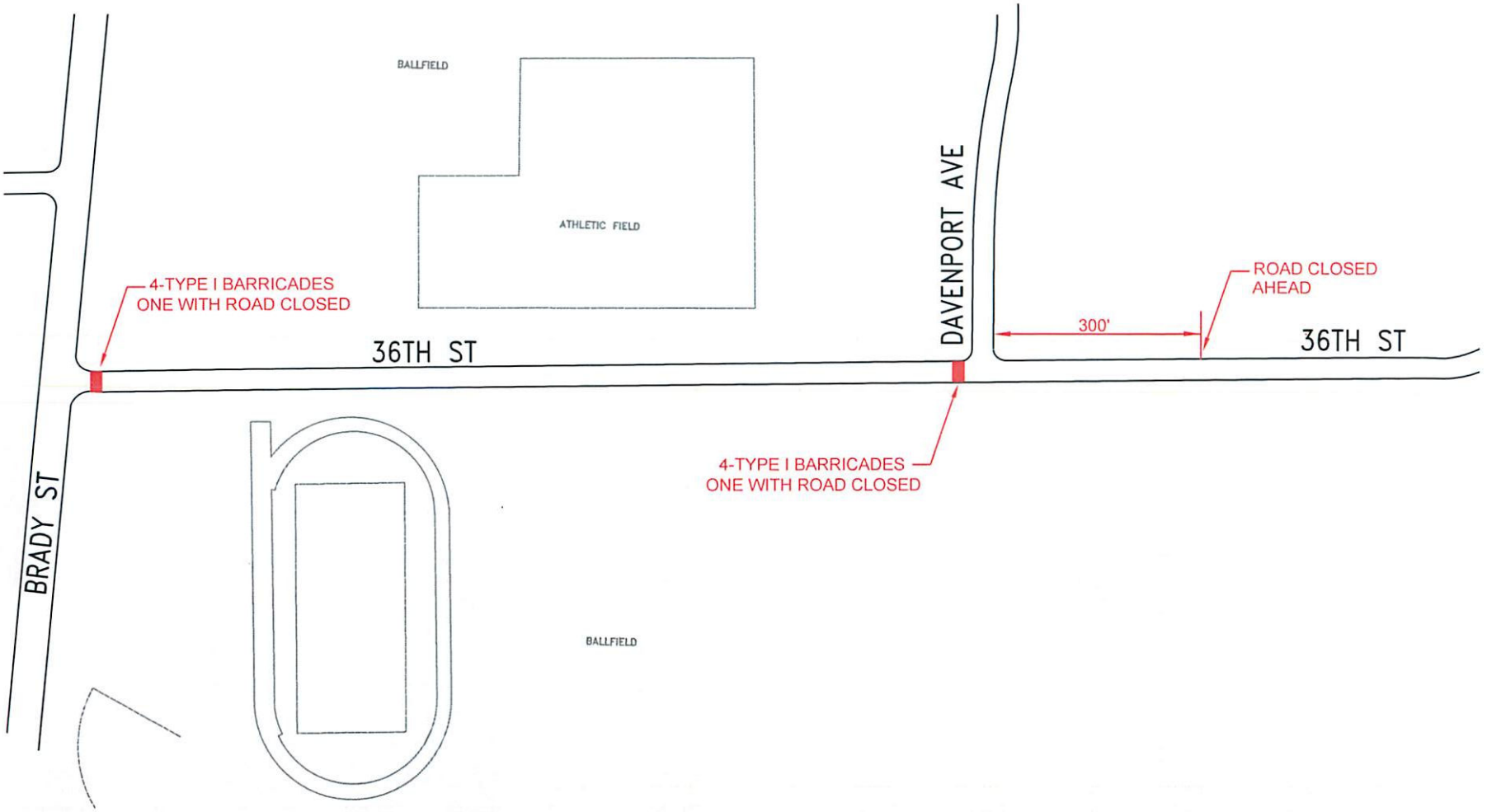
Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

DAVENPORT SCHOOLS
STREET CLOSURE



2023 Iowa American Water "Bix at 6"

Training runs:

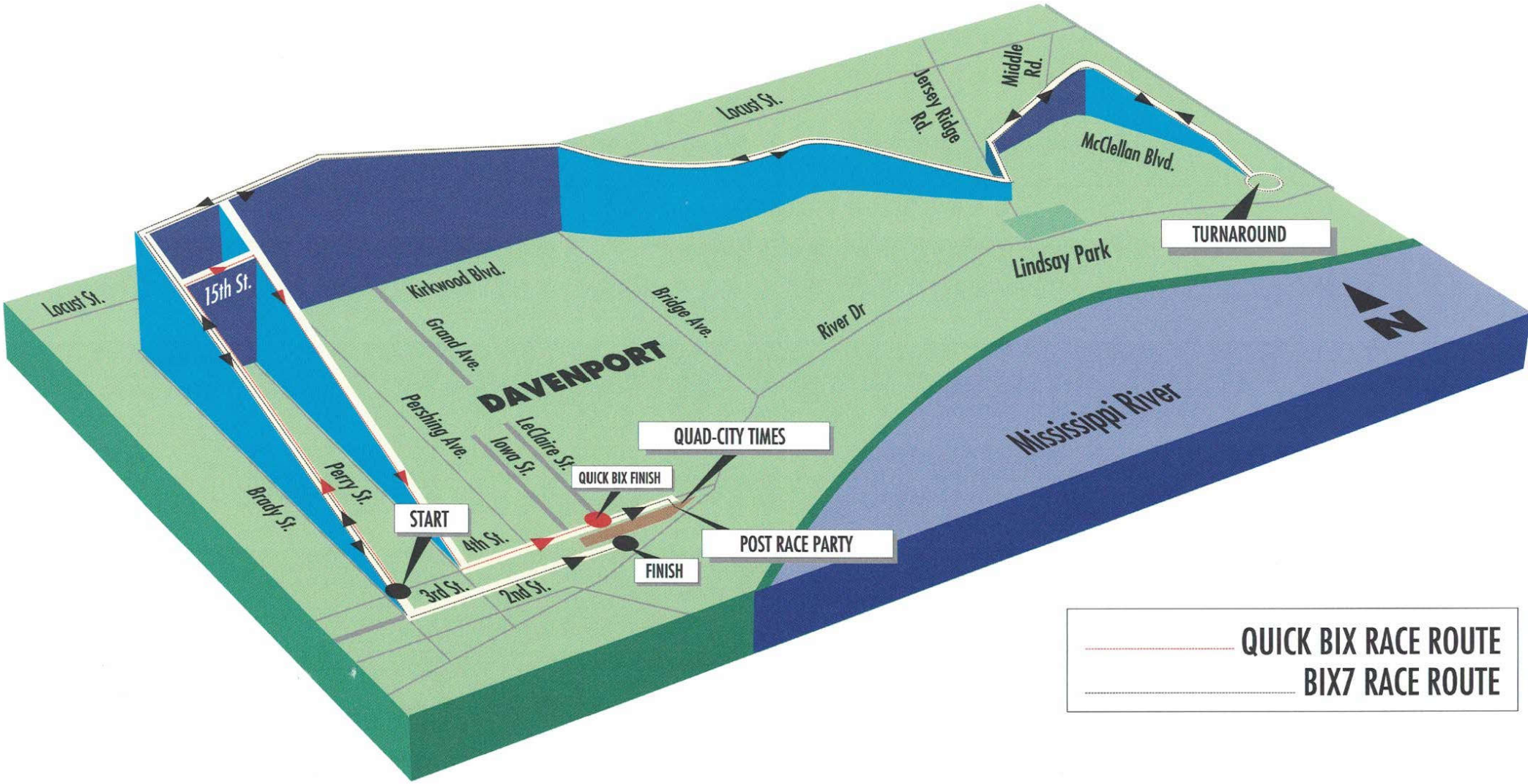
The Cornbelt Running Club is requesting to have the Bix 7 race course police monitored as it was in 2022. We request that 4th Street be closed each Thursday, starting June 22, 2023 and for the following period, June 29, July 6, and ending Thursday, July 13, 2023.

We will need the assistance of the Davenport Police Dept. to provide the traffic protection as was the case in 2022.

We will again start and finish the training runs as the City has requested in the past, with 4th Street and Le Claire street as the starting and finishing point. The training runs will go up Pershing Street, instead of Brady Street.

The dates of the training runs will be as follows:

Thursday, June 22, 2023
Thursday, June 29, 2023
Thursday, July 6, 2023
Thursday, July 13, 2023


Locust St.
Jersey Ridge Rd.
Middle Rd.
McClellan Blvd.
TURNAROUND
Lindsay Park
Kirkwood Blvd.
15th St.
Grand Ave.
Bridge Ave.
River Dr
DAVENPORT
Locust St.
Pershing Ave.
LeClaire St.
Iowa St.
QUAD-CITY TIMES
QUICK BIX FINISH
Mississippi River
Perry St.
Brady St.
START
4th St.
POST RACE PARTY
FINISH
3rd St.
2nd St.
N
QUICK BIX RACE ROUTE
BIX7 RACE ROUTE

2023 Quad-City Times Bix 7

"Genesis Sports Medicine Brady Street Sprints"

The Brady Street Sprints, a quarter mile sprint up Brady Street hill will take place on Thursday, July 27th, 2023. There will be 4 divisions, men's and woman's divisions, consisting of 5 to 6 participants in each division.

Also, there will be a High School relay teams division for both boys and girls. All area high schools will be invited. This will be a 4 X 100 relay for both boys and girls.

There will also be a corporate division where all Bix sponsors will compete against each other in the relays.

This event will be televised "live" for one hour and then rebroadcast on the Bix 7 television network, hosted by KWQC TV. We request no parking posted 24 hours in advance, as parked vehicles along the race course inhibit the telecast and participant safety, as all lanes of traffic are needed.

The Brady Street Sprints will run from 7:00pm to 8:30pm on July 27th, 2023.

Also, joining the Brady Street Sprints may be our own Bix 7 favorites, Bill Rodgers, Joan Benoit Samuelson, and Meb Keflezighi.

We are requesting Brady Street closure to traffic from 6 – 9 pm, as well as proper police support to maintain a safe environment. TNP will be posted Wednesday, July 26 by 5 pm.

City of Davenport

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

Action / Date
2/22/2023

Subject:
Motion approving a noise variance request for the listed date and time for an outdoor event.

Dam View Inn; St. Patrick's Day Party; 410 East 2nd Street; 8:00 a.m. Saturday, March 18, 2023 - 12:00 a.m. Sunday, March 19, 2023; Outdoor music/band, over 50 dBA. [Ward 3]

Recommendation:
Pass the Motion.

Background:
This request for a noise variance have been received pursuant to the Municipal Code of Davenport, Iowa Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	2/9/2023 - 3:36 PM

City of Davenport

Department: Public Safety Committee **Action / Date**
Contact Info: Jamie Swanson | 563-326-7795 **2/22/2023**

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

La Finca, LLC (La Finca, LLC) – 916 West 2nd Street – License Upgrade – License Type: Class C Liquor (On-Premises)

Oh So Sweet by Tiphanie (Oh So Sweet, LLC) – 210 East 2nd Street – New License – License Type: Class C Liquor (On-Premises)

Ward 6

Staybridge Suites (Surya Management, LLC) – 4729 Progress Drive – New License/Owner – License Type: Class C Liquor (On-Premises)

Ward 8

Super Market (Super Market, Inc) – 6723 Northwest Boulevard – New License/Owner – License Type: Class E Liquor (Carry-Out)

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

Ward 1

Sub Express & Gas (Keya Food Mart, Inc) - 4307 West Locust Street - License Type: Class E Liquor (Carry-Out)

Ward 3

Devon's Complaint Dept (Triple Crown Whiskey Bar, LLC) - 304 East 3rd Street - Outdoor Area - License Type: LC - Class C Liquor (On-Premise)

Endless Brews (Endless Brews, LLC) - 310 North Main Street - License Type: Special Class C Beer/Wine (On-Premise)

Me & Billy (Collins Maus, LLC) - 200 West 3rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 4

The Meat Market (Weetbruch Enterprises, Inc) - 1629 Washington Street - Outdoor Area -

License Type: Class C Liquor (On-Premises)

Ward 5

EZ Stop (Shivco, Inc) - 2923 Brady Street - License Type: Class E Liquor (Carry-Out)

Ward 6

Camp McClellan Cellars (Julie Keehn) - 2302 East 11th Street - License Type: Class B Beer/Wine (Carry-Out)

R Bar-QCA, LLC (R Bar-QCA, LLC) - 4907 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety Committee	Merritt, Mallory	Approved	2/9/2023 - 12:39 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 1:07 PM

City of Davenport

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

Action / Date
2/22/2023

Subject:
First Consideration: Ordinance amending Section 13.16.109 entitled "Fees" of the Municipal Code of Davenport, Iowa to allow fees to be set by resolution of the City Council for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods. [All Wards]

Recommendation:
Adopt the Ordinance.

Background:
13.16.109 is currently reserved for 'fees', however, no fees have been set by resolution. This Ordinance will clean up the fee setting process by allowing staff to bring updated fee proposals to council as needed for consideration and update. There is currently a need to update fees to reflect current market conditions.

Proposed language for 13.16.109 - Fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permit(s) for hauled waste, and the sale of Compost goods to be set by resolution.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 2:24 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 13.16.109 ENTITLED "FEES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO ALLOW FEES TO BE SET BY RESOLUTION OF THE CITY COUNCIL FOR COMPOST TIPPING, WATER POLLUTION CONTROL PLANT HAULED WASTE, WATER POLLUTION CONTROL PLANT PERMITS FOR HAULED WASTE, AND THE SALE OF COMPOST GOODS.

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

Section 1. That Section 13.16.109 of the Municipal Code of Davenport, Iowa be and the same is hereby amended to read as follows:

13.16.109 **Fees.**

Fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods shall be set by resolution of the City Council.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project, CIP #35062. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
The stretch of West 36th Street from Pacific Street to North Division Street has been selected for reconstruction for poor pavement condition while simultaneously Iowa American Water completes upgrades to their system in the same area. This project will remove the existing pavement, replace with new concrete pavement, and update pedestrian curb ramps.

The project is scheduled to be bid early spring with construction to be complete this summer. Funding is established within CIP #35062.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:46 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:46 PM
City Clerk	Admin, Default	Approved	2/8/2023 - 3:57 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project, CIP #35062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa, for the West 36th Street (Pacific Street to North Division Street) Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the West 36th Street (Pacific Street to North Division Street) Reconstruction project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project, CIP #35061. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
This construction project includes improvements to the East Locust Street and Eastern Avenue intersection. The work includes reconstruction of the existing intersection pavement and improvements to the associated ADA ramps within the project area. The project may also include replacement of adjacent curb or driveway as necessary to properly improve the street.

This project will be funded by Capital Improvements Program funds for local roads using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:39 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:40 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:11 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project, CIP #35061.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the East Locust Street and Eastern Avenue Intersection Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the East Locust Street and Eastern Avenue Intersection Reconstruction project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering **Action / Date**
Contact Info: Geoff Blandin | 563-326-7756 **2/22/2023**

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project, CIP #35061. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
This construction project includes work in adjacent, but separate, project areas. The first project area includes the east leg of the Brady Street/East Central Park intersection and extends east to include all legs of the Pershing Avenue Intersection. The work includes reconstruction of the existing roadway and improvements to the associated ADA ramps within the project area. The second project area includes reconstruction of the Farnam Street intersection extending about 50' past the intersection in all directions. Associated ADA sidewalk improvements are included as part of this work. Work will be directed by the City Engineer or their representative and will continue until budgeted funds are exhausted. The project may also include replacement of adjacent curb or driveway as necessary to properly improve the street.

This project will be funded by Capital Improvements Program funds for local roads using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	2/10/2023 - 11:24 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project, CIP #35061.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction project, CIP #35062. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
This project consists of the removal and replacement of the existing deteriorated concrete pavement on Carriage Hill Drive from East 32nd Street to 2806 Carriage Hill Drive, approximately 500 feet in length.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:37 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:38 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:13 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction project, CIP #35062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Carriage Hill Drive Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Carriage Hill Drive Reconstruction Project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
2/22/2020

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project, CIP #33016. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
The proposed improvements include the removal of the existing pump station, replacement of storm sewer, and installation of additional storm sewer as well as other work necessary to facilitate these storm water improvements.

Funding is available through CIP #33016.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	2/8/2023 - 1:45 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:46 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 2:06 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project, CIP #33016.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa the West 11th Street and Warren Street Storm Sewer Improvements project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the West 11th Street and Warren Street Storm Sewer Improvements project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Tremont Sanitary Sewer Replacement project, CIP #30048. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The project is for the construction of a new sanitary sewer line that begins at Manhole T-10-55, located in the alley bounded by East 14th Street, East 13th Street, Pershing Avenue, and Iowa Street, and extends southeasterly within the City rights-of-way to Manhole T-10-26 in Cork Hill Park near the intersection of East 11th Street and Farnam Street. The total project length is approximately 1,900 feet.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/9/2023 - 11:11 AM
Public Works Committee	Moses, Trish	Approved	2/9/2023 - 11:11 AM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:23 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Tremont Sanitary Sewer Replacement project, CIP #30048.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the Deputy City Clerk of Davenport, Iowa for the Tremont Sanitary Sewer Replacement project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Tremont Sanitary Sewer Replacement project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project, ARP #09. [Ward 1]

Recommendation:
Adopt the Resolution

Background:
This project is for the construction of a new community center on the current property of the Davenport Public Library, Fairmount Street Branch. The stand-alone community center will be approximately 4,400 SF and include an entrance vestibule, lobby and reception area, private staff office, serving kitchen, half-court sized basketball court, an open multi-purpose space, storage, and restrooms.

The project was designed by OPN Architects of Cedar Rapids, Iowa. Funding is available through ARP #09

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/9/2023 - 9:00 AM
Public Works Committee	Moses, Trish	Approved	2/9/2023 - 9:00 AM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:19 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project, ARP #09.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the Deputy City Clerk of Davenport, Iowa for the Fairmount Community Center project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Fairmount Community Center project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Chad Dyson | 563-326-7817

Action / Date
2/22/2023

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Whalen Park Trail project. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
This project will install an internal walking trail at Whalen Park. This project was part of the FY 2022 Park Development CIP.

The total estimate is $116,460, which includes a contract contingency and is funded through CIP #64112.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Whalen Park Trail-Bids and Specs

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	2/9/2023 - 3:05 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Whalen Park Walking Trail project, CIP #64112.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Whalen Park Walking Trail project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Whalen Park Walking Trail project.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION
CITY OF DAVENPORT, IOWA

2935 W. 72ND STREET
DAVENPORT, IA. 52806



PROJECT LOCATION MAP

SHEET INDEX

G000	COVER SHEET
C000	GENERAL NOTES AND INFORMATION
C101	SITE PLAN
C102 - C103	PROFILES
C201	GRADING AND EROSION CONTROL PLAN
C501	CONSTRUCTION DETAILS

GENERAL INFORMATION

CONSTRUCTION NOT SPECIFICALLY DETAILED OR SPECIFIED WITHIN THE PLANS OR IN THE PROJECT MANUAL SHALL CONFORM TO THE CITY OF DAVENPORT STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, LATEST EDITION.

IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.

THE CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING ON THIS PROJECT, ORDERING MATERIALS, OR BEGINNING CONSTRUCTION AND SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONFLICTS.

IOWA ONE CALL
1-800-292-8989
CALL 2 WORKING DAYS BEFORE YOU DIG !

THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THIS AREA. IT IS THE CLIENT'S/CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

(SIGNATURE) (DATE) 12-08-2022

PRINTED OR TYPED NAME KRISTIN E. CRAWFORD

LICENSE NUMBER 19664

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

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BETTENDORF, IOWA 52722
563.635.7300 | SHIVE-HATTERY.COM

WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION

2935 W 72ND STREET DAVENPORT, IA. 52806

PRELIMINARY
- NOT FOR
CONSTRUCTION

REVIEW
ISSUE DATE: 12/08/2022

PROJECT NUMBER: 2132201890

G000

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GENERAL NOTES:

1. THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THIS DRAWING ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE VERIFICATION OF EXISTENCE OF, THE VERIFICATION OF STATUS OF, AND THE DETERMINATION OF THE EXACT LOCATION OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR(S).
2. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
3. THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
4. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
5. PROTECT EXISTING UTILITIES AND IMPROVEMENTS TO REMAIN DURING CONSTRUCTION. DAMAGE TO EXISTING IMPROVEMENTS SHALL BE REPAIRED OR REPLACED TO OWNER'S SATISFACTION AT CONTRACTOR'S EXPENSE
6. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
7. SITE CLEANUP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES. DISPOSE OF DEMOLITION ITEMS OFF-SITE.
8. ALL OPEN EXCAVATIONS AND DEMOLITION SHALL BE PROTECTED.
9. MINIMIZE DUST SPREADING FROM ALL WORK AND STAGING AREAS.
10. ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
11. WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF THE OWNER OR OWNER'S REPRESENTATIVE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT AUTHORITY WILL NOT BE PAID FOR.
12. NO PONDING OF WATER WILL BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED GROUND THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMENTS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN.
13. CONTOURS AND SPOT ELEVATIONS SHOWN ARE TO FINISHED GRADE.
14. SEED ALL AREAS DISTURBED BY CONSTRUCTION IN A TIMELY MANNER.
15. THE CONTRACTOR MAY VISIT THE SITE PRIOR TO SUBMISSION OF A BID TO ASCERTAIN THE AMOUNT OF ACCESSIBILITY TO THE AREA AND OTHER RESTRICTIONS THAT MAY OCCUR IN THE AREA.
16. CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND/OR ELEVATIONS FOR CONFORMANCE TO THE DRAWINGS. NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCY IN DIMENSIONS AND/OR ELEVATIONS FROM THOSE SHOWN ON THE DRAWINGS.
17. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON AREAS OF ACCESS AND STAGING AND SHALL KEEP THE CONSTRUCTION AREA CLEAN AND FENCED FROM THE GENERAL PUBLIC.
18. ALL DEMOLITION SHOULD BE PERFORMED WITH THE LEAST AMOUNT OF DISTURBANCE TO THE SITE AND THE OWNERS OPERATIONS.
19. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF OFF SITE IN FULL COMPLIANCE WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS.
20. ALL JOINTING SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS). JOINTS SHALL MEET IOWA DEPARTMENT OF TRANSPORTATION STANDARD ROAD PLAN PV-101 DETAILS.
21. TRAIL ALIGNMENT SHAL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
22. ALL TREES SHALL BE PROTECTED. ANY TREES IN CONFLICT WITH THE TRAIL ALIGNMENT SHAL BE VERIFIED AND APPROVED FOR REMOVAL BY THE OWNER OR OWNERS REPRESENTATIVE PRIOR TO REMOVAL. ANY TREES REMOVED SHALL BE REPLACED IN LOCATIONS APPROVED BY OWNER OR OWNERS REPRESENTATIVE.

	Parks Department				
	Whalen Park Walking Trail				
	City of Davenport, Iowa				
	Estimation of Quantities and Bid Item Reference Notes				
Item Number	**Bid Item**	**Bid Item**	**Total Quantity**	**Unit**	**Item Notes**
	Reference				
1	2010, 1.08, D, 1	Topsoil Strip, 4-inch	1500	SY	This bid item shall be defined by SUDAS Section 2010 and the Davenport Supplemental Specifications with the following additions: Strip topsoil in areas where asphalt path is being constructed and the disurbed area for grading purposes. Estimated quantity based on the grading limits and paid for based on plan quantity.
2		Excavation, Class 10	160	CY	This bid item shall be defined by SUDAS Section 2010 with the following additions: Item will be paid based on plan quantity.
3		Storm Sewer, HDPE, 6-inch	16	LF	Comply with SUDAS Section 4020 and the City of Davenport Supplemental Specifications.
4		Modified Subbase, GR-14 Backfill, 4-inch	1460	SY	This bid item shall be defined by SUDAS Section 2010 with the following additions: Place under Pedestrian Path, HMA.
5	7020, 1.08, A	Pavement, HMA, Surface Course, 2"	1460	SY	Surface course for proposed HMA paving. Use Mix HMA Standard Traffic (ST) Surface, 3/8", PG 58-28S. Surface course shall not vary from established grade by more than one-eighth inch (1/8") in ten feet (10') when measured in any direction. Submittal of mix design is required.
6	7020, 1.08, A	Pavement, HMA, Base Course, 2"	1460	SY	Surface course for proposed HMA paving. Use Mix HMA Standard Traffic (ST) Surface, 1/2", PG 58-28S. Base course shall not vary from established grade by more than one-half inch (1/2") in ten feet (10') when measured in any direction. Submittal of mix design is required.
7		Erosion Control, Complete	1	LS	This bid item shall be defined by SUDAS Section 9040 and the Davenport Supplemental Specifications. A Davenport COSESCO permit (no fee) will be required for this project.Temporary Seeding shall be incidental to the item. Payment will be made at the contract lump sum price.
8		Soil Quality Restoration	10000	SY	This bid item shall be defined by the requirements for Method 8 Soil Quality Restoration per the Iowa Stormwater Management Manual. Lump sum price shall include mowing, aerating, applying 1/2"-3/4" compost blanket over the area, and watering until vegation is established. Seeding included in bid item below.
9	9010, 1.08, B	Seeding, Fertilizing, and Mulching for Hydraulic Seeding	10000	SY	This bid item shall be defined by SUDAS Section 9010 with the following additions: Seeding shall be Type 1, Permanent Lawn Mixture. This bid item is for seeding on disturbed areas not covered by pavement. Payment will be at the unit price per square yard of area seeded, mulched, and fertilized.
10		Construction Layout	1	LS	This item shall be defined by SUDAS Section 11,010. This includes all survey and staking necessary for construction including setting grades for paving and setting grades necessary to establish drainage. Payment for this item will be made at the contract lump sum price.
11		Construction Contingency, $10,000	1	LS	This bid item is for compaction testing performed by an independent testing laboratory hired by the Contractor, as specified in SUDAS 2010. This item may also be used for other unforeseen circumstances which shall only by used with prior authorization and written approval of the Engineer. This item shall be bid per lump sum in the amount of $10,000. Payment shall be made based upon approved individual incidences.
12A		Removal of Sidewalk	388	SY	Comply with SUDAS Section 7030 and the City of Davenport Supplemental Specifications. Work shll include removal and disposal of concrete sidewalk. Existing sidewalk thickness is anticpated to be 4 inches.No additional compensation will be allowed for various thickness or material types encountered during construction. Payment will be at the contract unit price per square yard.
13A		PCC Sidewalk, 4-inch	484	SY	Comply with SUDAS Section 7030 and the City of Davenport Supplemental Specifications. Work shll include removal and disposal of concrete sidewalk. Existing sidewalk thickness is anticpated to be 4 inches.No additional compensation will be allowed for various thickness or material types encountered during construction. Payment will be at the contract unit price per square yard.

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2144 56TH AVENUE WEST
BETTENDORF, IOWA 52722
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WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION

2935 W 72ND STREET DAVENPORT, IA. 52806

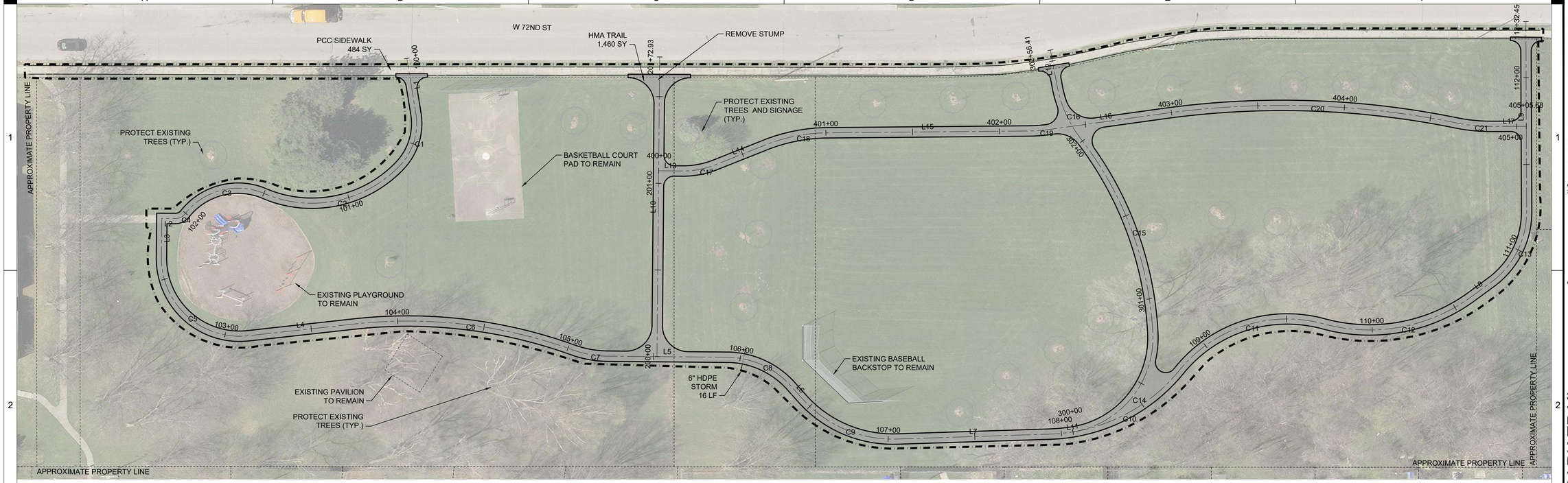
PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY	SLB
APPROVED BY	KEC
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	2132201890
FIELD BOOK	########

GENERAL NOTES AND INFORMATION

C001

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SCALE IN FEET

LEGEND

- DISTURBANCE LIMITS
- HMA TRAIL 6' WIDTH
- PCC SIDEWALK 5' WIDTH (ALT BID)

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L1	32.44'		S10° 45' 27.84"E		N = 593546.72 E = 2428497.34	N = 593514.84 E = 2428503.40
C1	32.18'	35.00'	S15° 34' 57.23"W	52° 40' 50.15"	N = 593514.84 E = 2428503.40	N = 593484.93 E = 2428495.05
C2	85.04'	70.00'	S76° 43' 39.79"W	69° 36' 34.96"	N = 593484.93 E = 2428495.05	N = 593466.58 E = 2428417.28
C3	50.90'	39.00'	S74° 08' 41.59"W	74° 46' 31.37"	N = 593466.58 E = 2428417.28	N = 593453.64 E = 2428371.72
C4	6.38'	7.00'	S62° 53' 04.74"W	52° 15' 17.68"	N = 593453.64 E = 2428371.72	N = 593450.83 E = 2428366.23
L2	7.75'		S89° 00' 43.58"W		N = 593450.83 E = 2428366.23	N = 593450.70 E = 2428358.48
L3	22.59'		S00° 59' 16.42"E		N = 593450.70 E = 2428358.48	N = 593428.11 E = 2428358.87
C5	76.06'	45.00'	S49° 24' 34.39"E	96° 50' 35.94"	N = 593428.11 E = 2428358.87	N = 593384.31 E = 2428410.00
L4	61.63'		N82° 10' 07.64"E		N = 593384.31 E = 2428410.00	N = 593392.71 E = 2428471.05
C6	128.13'	280.00'	S84° 43' 16.82"E	26° 13' 11.08"	N = 593392.71 E = 2428471.05	N = 593381.02 E = 2428597.53
C7	20.29'	60.00'	S81° 17' 58.85"E	19° 22' 35.14"	N = 593381.02 E = 2428597.53	N = 593377.97 E = 2428617.50
L5	69.08'		N89° 00' 43.58"E		N = 593377.97 E = 2428617.50	N = 593379.16 E = 2428686.57
C8	41.68'	50.00'	S67° 06' 35.54"E	47° 45' 21.75"	N = 593379.16 E = 2428686.57	N = 593363.41 E = 2428723.86
L6	9.53'		S43° 13' 54.67"E		N = 593363.41 E = 2428723.86	N = 593356.47 E = 2428730.38
C9	61.23'	70.00'	S68° 17' 19.45"E	50° 06' 49.56"	N = 593356.47 E = 2428730.38	N = 593334.54 E = 2428785.47
L7	88.82'		N86° 39' 15.77"E		N = 593334.54 E = 2428785.47	N = 593339.72 E = 2428874.14
C10	85.62'	100.00'	N62° 07' 37.73"E	49° 03' 16.08"	N = 593339.72 E = 2428874.14	N = 593378.54 E = 2428947.53
C11	92.37'	80.00'	N70° 40' 43.87"E	66° 09' 28.38"	N = 593378.54 E = 2428947.53	N = 593407.43 E = 2429029.94
C12	90.00'	100.00'	N77° 58' 33.89"E	51° 33' 48.34"	N = 593407.43 E = 2429029.94	N = 593425.55 E = 2429115.02
L8	13.82'		N52° 11' 39.72"E		N = 593425.55 E = 2429115.02	N = 593434.02 E = 2429125.94
C13	47.05'	50.00'	N25° 14' 12.28"E	53° 54' 54.88"	N = 593434.02 E = 2429125.94	N = 593475.03 E = 2429145.26
L9	109.87'		N01° 43' 15.16"W		N = 593475.03 E = 2429145.26	N = 593584.85 E = 2429141.96

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L10	172.93'		N00° 59' 16.42"W		N = 593378.46 E = 2428646.05	N = 593551.36 E = 2428643.07

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L11	0.00'		N79° 11' 10.64"E		N = 593341.33 E = 2428887.06	N = 593341.33 E = 2428887.06
C14	80.29'	55.00'	N37° 21' 59.89"E	83° 38' 21.49"	N = 593341.33 E = 2428887.06	N = 593399.62 E = 2428931.58
C15	121.55'	200.00'	N21° 51' 47.90"W	34° 49' 14.09"	N = 593399.62 E = 2428931.58	N = 593510.70 E = 2428887.01
C16	33.07'	70.00'	N25° 44' 19.74"W	27° 04' 10.41"	N = 593510.70 E = 2428887.01	N = 593540.21 E = 2428872.78
L12	21.50'		N12° 12' 14.54"W		N = 593540.21 E = 2428872.78	N = 593561.23 E = 2428868.23

ALIGNMENT SEGMENT TABLE						
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	END POINT
L13	13.69'		N89° 00' 43.58"E		N = 593485.67 E = 2428644.20	N = 593485.90 E = 2428657.89
C17	19.37'	50.00'	N77° 54' 44.79"E	22° 11' 57.58"	N = 593485.90 E = 2428657.89	N = 593489.94 E = 2428676.71
L14	31.00'		N66° 48' 46.01"E		N = 593489.94 E = 2428676.71	N = 593502.14 E = 2428705.21
C18	36.96'	100.00'	N77° 24' 05.67"E	21° 10' 39.33"	N = 593502.14 E = 2428705.21	N = 593510.16 E = 2428741.08
L15	115.52'		N87° 59' 25.33"E		N = 593510.16 E = 2428741.08	N = 593514.21 E = 2428856.52
C19	12.94'	100.00'	N84° 16' 55.94"E	7° 24' 58.79"	N = 593514.21 E = 2428856.52	N = 593515.50 E = 2428869.39
L16	65.71'		N80° 34' 26.54"E		N = 593515.50 E = 2428869.39	N = 593526.26 E = 2428934.21
C20	169.97'	500.00'	S89° 41' 15.64"E	19° 28' 35.63"	N = 593526.26 E = 2428934.21	N = 593525.34 E = 2429103.36
C21	20.55'	100.00'	S85° 50' 06.49"E	11° 46' 17.33"	N = 593525.34 E = 2429103.36	N = 593523.85 E = 2429123.81
L17	19.98'		N88° 16' 44.84"E		N = 593523.85 E = 2429123.81	N = 593524.45 E = 2429143.78

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ILLINOIS FIRM NUMBER: 184-000214
SEAL
2144 56TH AVENUE WEST
BETTENDORF, IOWA 52722
563.635.7300 | SHIVE-HATTERY.COM

WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION
—
2935 W 72ND STREET DAVENPORT, IA. 52806

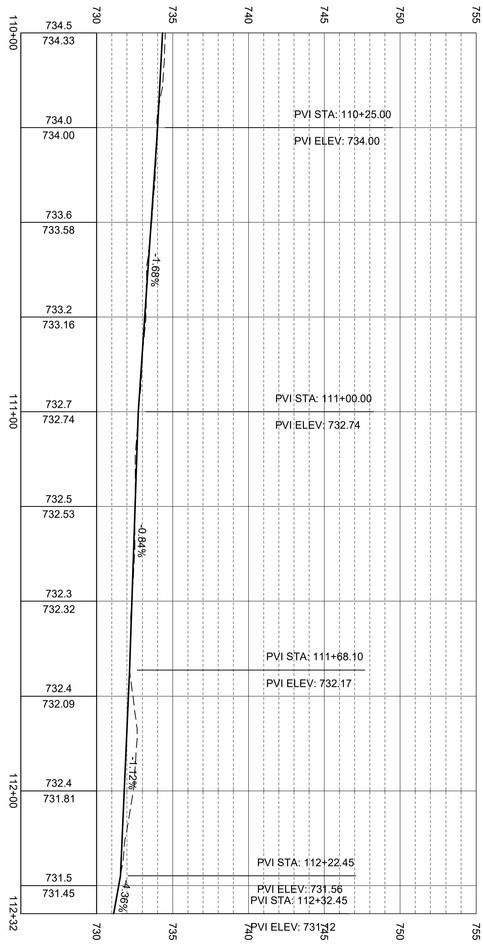
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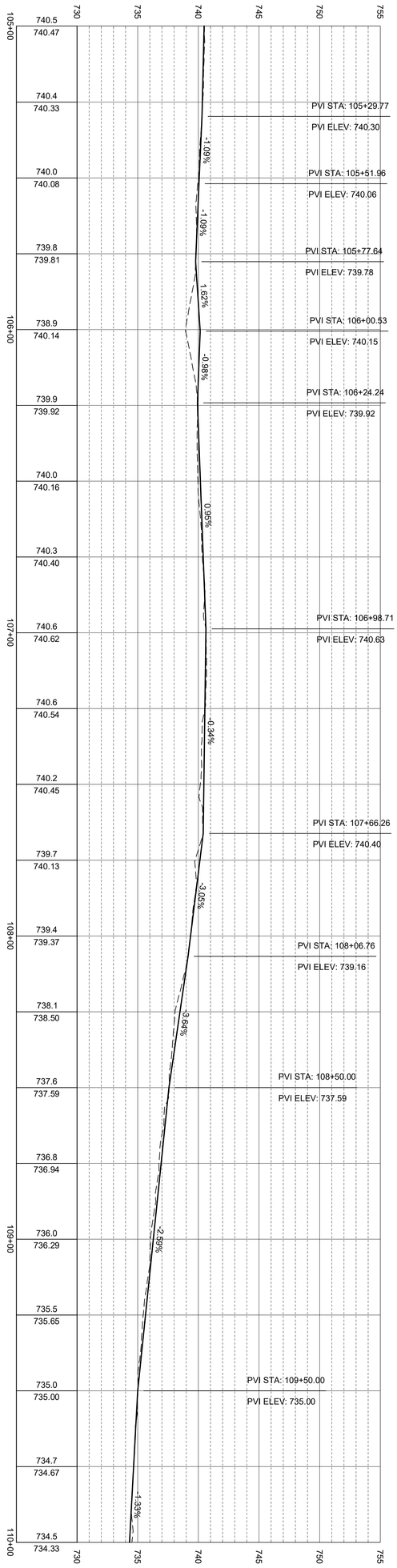
DRAWN BY	SLB
APPROVED BY	KEC
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	213220189O
FIELD BOOK	########

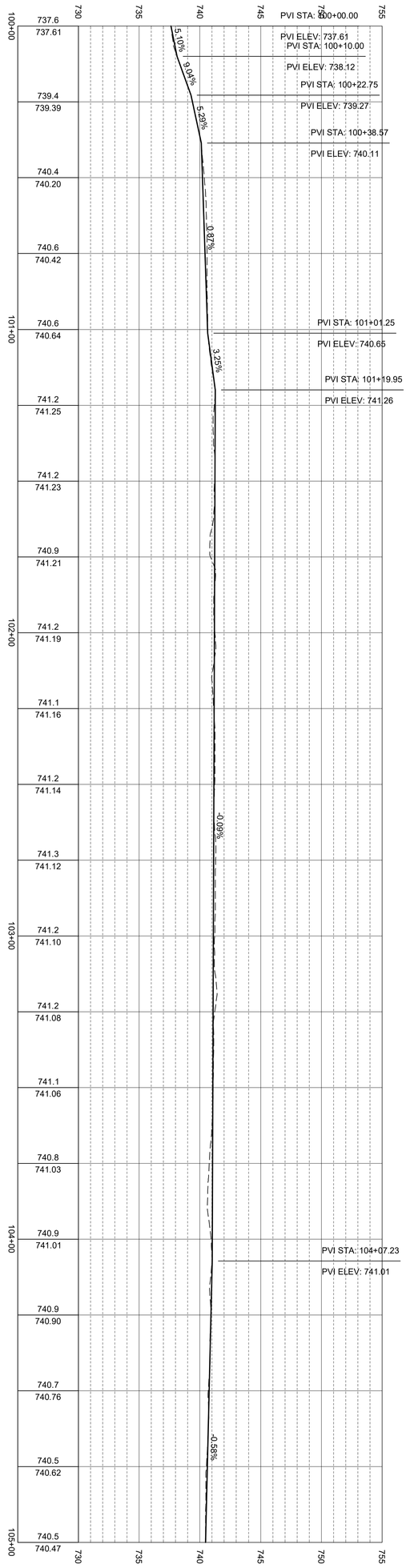
SITE PLAN

C101

\\sh.shive-hattery.com\data\Projects\MO\213220189O\Deliverables\Drawings\1_Civil\C101 Site Plan.dwg
Printed: 12/8/2022 10:55:42 AM







C102

PROFILES

DRAWN BY	---
APPROVED BY	---
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	2132201890
FIELD BOOK	########

PRELIMINARY
- NOT FOR
CONSTRUCTION

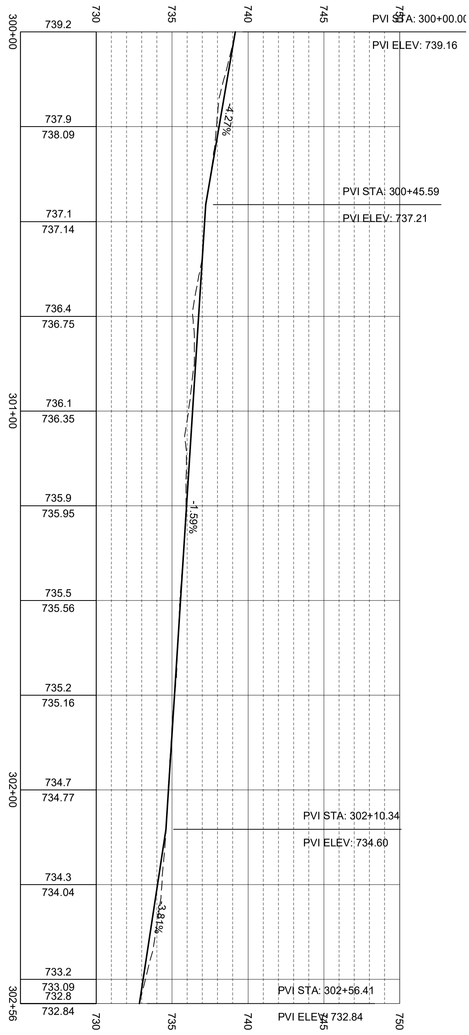
WHALEN PARK TRAIL

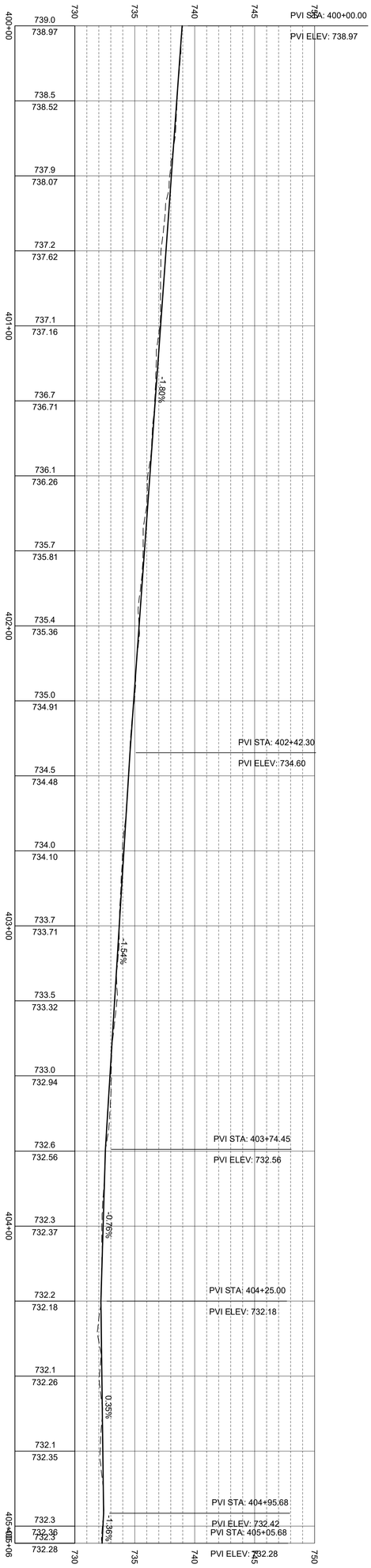
DAVENPORT PARKS AND RECREATION

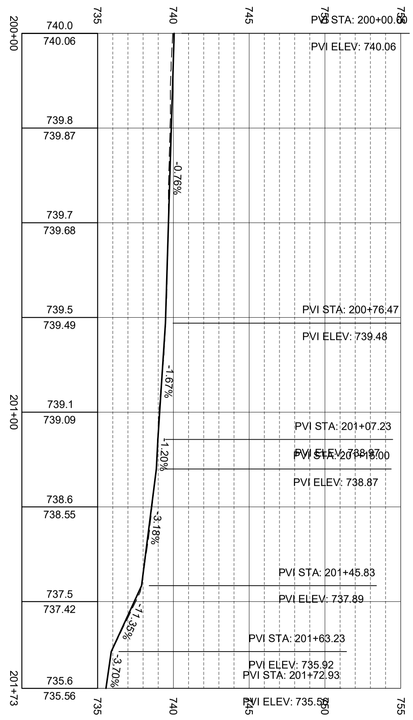
2935 W 72ND STREET DAVENPORT, IA. 52806

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PROFILES

C103

DRAWN BY	SLB
APPROVED BY	KEW
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	2132201890
FIELD BOOK	########

PRELIMINARY
- NOT FOR
CONSTRUCTION

WHALEN PARK TRAIL

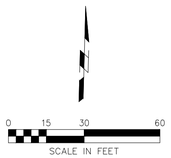
DAVENPORT PARKS AND RECREATION

2935 W 72ND STREET DAVENPORT, IA. 52806

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LEGEND

- DISTURBANCE LIMITS
- SOIL QUALITY RESTORATION AREA
- HMA TRAIL 6' WIDTH
- PCC SIDEWALK 5' WIDTH (ALT BID)

SITE RESTORATION NOTES

1. LIMIT OPERATIONS TO THE INDICATED PROJECT LIMITS. THE CONTRACTOR SHALL NOT UTILIZE PRIVATE PROPERTY UNLESS HE HAS SUBMITTED A COPY OF THE PROPERTY OWNER'S WRITTEN PERMISSION TO THE OWNER'S REPRESENTATIVE.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL PAVEMENT, SUBBASE, AND SUBGRADE TESTING NEEDED TO MEET THE SPECIFICATIONS SET FORTH HEREIN.

SOIL QUALITY RESTORATION NOTES

METHOD 8 PROCEDURE:
1. MOW EXISTING VEGETATION TO A HEIGHT OF APPROXIMATELY 2 INCHES.
2. AERATE TO A DEPTH OF 4 INCHES (6-8 INCHES PREFERRED).
3. APPLY ½-¾ INCH COMPOST BLANKET OVER THE MOWED AREA.
4. APPLY SEED AS SPECIFIED OR INCORPORATE SEED INTO THE COMPOST BLANKET IF USING A PNEUMATIC BLOWER. IF A GOOD STAND OF GRASS EXISTS, SEEDING MAY BE OPTIONAL IF THE COMPOST BLANKET IS THIN ENOUGH FOR ESTABLISHED GRASS TO GROW THROUGH.
5. WATER TWICE DAILY (MORNING AND EVENING) OR OTHERWISE AS NEEDED UNTIL VEGETATION IS ESTABLISHED

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WHALEN PARK TRAIL

DAVENPORT PARKS AND RECREATION
—
2935 W 72ND STREET DAVENPORT, IA. 52806

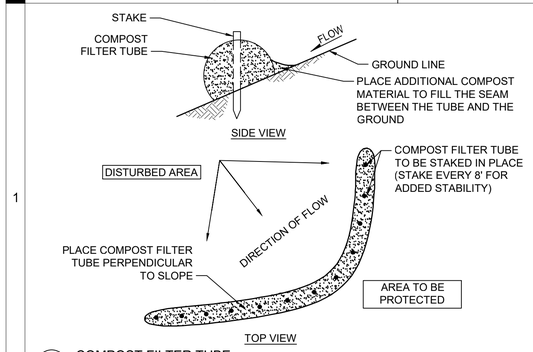
PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY	—
APPROVED BY	—
ISSUED FOR	REVIEW
ISSUE DATE	12/08/2022
PROJECT NUMBER	213220189O
FIELD BOOK	########

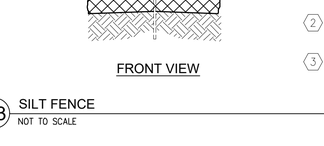
GRADING AND EROSION CONTROL PLAN

C201

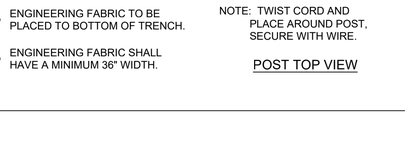
\\sh.shive-hattery.com\data\Projects\MO\213220189O\Davenport\Drawings\1_Civil\C201 Grading and Erosion Control Plan.dwg
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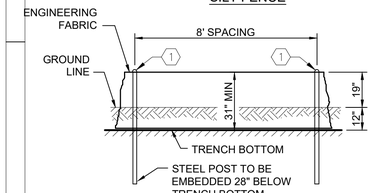
A1 COMPOST FILTER TUBE



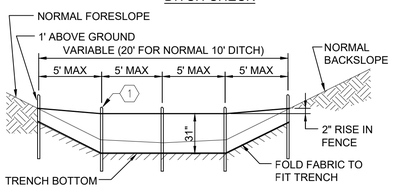
TYPICAL SECTION
SILT FENCE



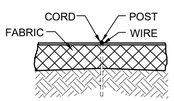
TYPICAL SECTION
DITCH CHECK



DETAILS OF SILT FENCE



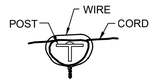
DETAILS OF DITCH CHECK



FRONT VIEW

NOTES:

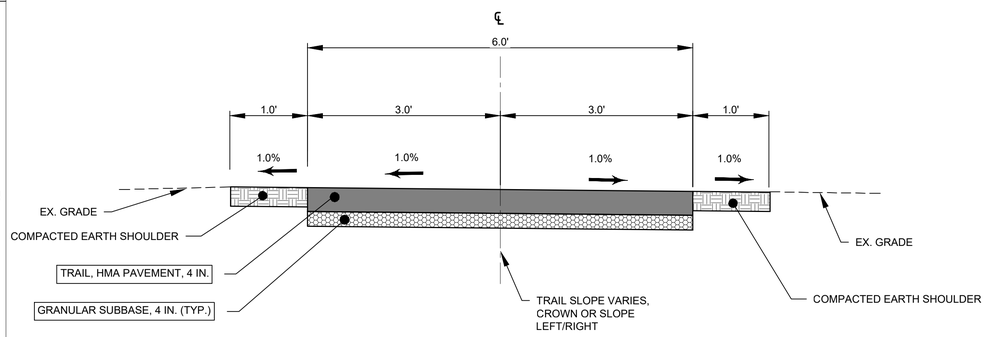
1. SECURE TOP OF ENGINEERING FABRIC TO STEEL POST.
2. ENGINEERING FABRIC TO BE PLACED TO BOTTOM OF TRENCH.
3. ENGINEERING FABRIC SHALL HAVE A MINIMUM 36" WIDTH.



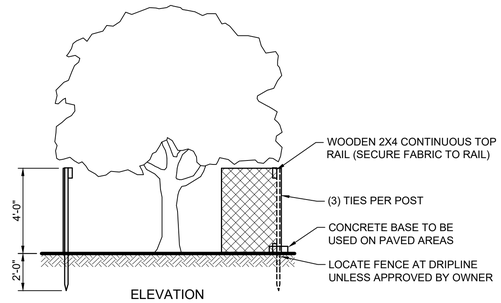
NOTE: TWIST CORD AND PLACE AROUND POST, SECURE WITH WIRE.

POST TOP VIEW

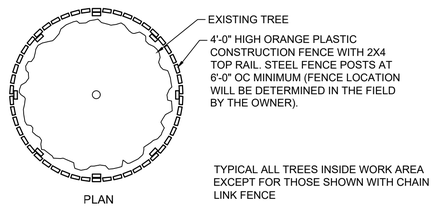
A3 SILT FENCE
NOT TO SCALE



A4 TYPICAL SECTION - TRAIL
NOT TO SCALE



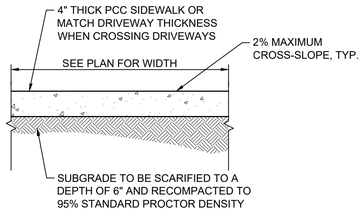
ELEVATION



TYPICAL ALL TREES INSIDE WORK AREA EXCEPT FOR THOSE SHOWN WITH CHAIN LINK FENCE

PLAN

D3 TREE PROTECTION FENCE LAYOUT
NOT TO SCALE



NOTES:

1. SPACE 1" EXPANSION JOINTS AT 50' INTERVALS

D4 PCC SIDEWALK
NOT TO SCALE

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SEAL

WHALEN PARK TRAIL
DAVENPORT PARKS AND RECREATION
2935 W 72ND STREET DAVENPORT, IA. 52806

PRELIMINARY - NOT FOR CONSTRUCTION

DRAWN BY	SLB
APPROVED BY	KEC
ISSUED FOR	REVIEW
ISSUE DATE	12/09/2022
PROJECT NUMBER	2132201890
FIELD BOOK	#######

CONSTRUCTION DETAILS

C501

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Printed: 12/9/2022 8:19:35 AM

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution awarding a contract for the 2023 Pedestrian Curb Ramp Retrofit Program to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of $311,163.50, CIP #35060. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on January 11, 2023 and sent to contractors. On February 1, 2023, the Purchasing Division opened and read two (2) responsive and responsible bids. See the attached bid tab. Centennial Contractors of the Quad Cities of Moline, Illinois was the lowest bidder.

This project is for work consisting of retrofitting ADA pedestrian curb ramps in conjunction with the Street Maintenance Division's neighborhood street resurfacing program. Work will include removing sections of sidewalks, curb and gutter, driveway approaches, and other surfaces as required to facilitate the installation of ADA pedestrian ramps and detectable warning panels.

Funding for this project is from CIP #35060 – FY 2023 Neighborhood Internal Program.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 1:39 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:39 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:24 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the CY 2023 Pedestrian Curb Ramp Retrofit Program to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of $311,163.50, CIP #35060.

WHEREAS, the City needs to contract for the CY 2023 Pedestrian Curb Ramp Retrofit program; and

WHEREAS, Centennial Contractors of the Quad Cities of Moline, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the CY 2023 Pedestrian Curb Ramp Retrofit Program is hereby awarded to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of $311,163.50.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2023 Pedestrian Curb Ramp Retrofit Program

BID NUMBER: 23-52

OPENING DATE: February 1, 2023

FUNDING: 70001675 530350 35060 | Construction Costs

RECOMMENDATION: Award the contract to Centennial Contractors of the Quad Cities of Moline, IL for $311,163.50.

VENDOR NAME	PRICE
Centennial Contractors of the Quad Cities of Moline, IL	**$311,163.50**
Emery Construction Group Inc of Moline, IL	$331,193.00

Approved By _____ 2-2-23
Purchasing Date

Approved By Nicole Gleason 2-2-23
Dept. Director Date

Approved By Brandi Cox 2-2-23
Budget/CIP Date

Approved By William S. Gerritt 02/02/2023
Assist. City Administrator/CFO Date

City of Davenport

Department: Public Works - Admin
Contact Info: Kevan Oliver | 563-327-5199

Action / Date
2/22/2023

Subject:
Resolution awarding a contract for the purchase of asphalt oils for the 2023 construction season to Bituminous Materials & Supply of Des Moines, Iowa. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on January 20, 2023 and was sent to 114 vendors. On February 6, 2023, the Purchasing Division received and opened one (1) responsive and responsible bid.

Asphalt oils are used as tack coat for both pothole and asphalt paving crews, as well as to produce hot mix asphalt needed for street repairs. This contract will last through the 2023 construction season with the contract set to terminate on November 30, 2023 in the amounts of $693.40 per ton for PG 58-28S asphalt binder, $693.40 per ton for PG 64-22S asphalt binder, and $2.69 per gallon for CSS-1H emulsion oil.

Funding for this contract is from 54702031 520298 PLANT | Asphalt Plant.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 1:37 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:37 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:29 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for asphalt oils for the 2023 construction season to Bituminous Materials & Supply of Des Moines, Iowa.

WHEREAS, the City needs to contract for asphalt oils for the 2023 construction season; and

WHEREAS, Bituminous Materials & Supply of Des Moines, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for asphalt oils for the 2023 construction season is hereby awarded to Bituminous Materials & Supply of Des Moines, Iowa.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Asphalt Oils | 2023 Construction Season

BID NUMBER: 23-54

OPENING DATE: February 6, 2023

FUNDING: 54702031 520298 PLANT | Asphalt Plant

RECOMMENDATION: Award the contract to Bituminous Materials & Supply of Des Moines, Iowa.

VENDOR NAME	LOCATION
Bituminous Materials & Supply	**Des Moines, Iowa**

Approved By M Cullen 2-7-23
Purchasing Date

Approved By Nicole Gleason 2-7-23
Dept. Director Date

Approved By Hanna Watts 2/7/23
Budget/CIP Date

Approved By [signature] 2/7/23
Assist. ~~City Administrator/CFO~~ Date
Theresa Dutch

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution awarding a contract for the CDBG Alley Program: 301 Kirkwood Boulevard to 330 East 15th Street Alley Reconstruction project to Emery Construction Group Inc of Moline, Illinois in the amount of $157,318.30, pending HUD funding allotment, #BG250. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on December 21, 2022 and sent to contractors. On January 24, 2023 the Purchasing Division opened and read seven (7) bids. See attached bid tab.

Emery Construction Group Inc of Moline, Illinois was the lowest responsive and responsible bidder. They have successfully performed this type of work for the City in the past.

Community Development Block Grant funds will be used for this project.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Cover Memo	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 1:38 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:38 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 12:29 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the CDBG Alley Program: 301 Kirkwood Boulevard to 330 East 15th Street Alley Reconstruction project to Emery Construction Group Inc of Moline, Illinois in the amount of $157,318.30, pending HUD funding allotment, #BG250.

WHEREAS, the City needs to contract for the CDBG Alley Program: 301 Kirkwood Boulevard to 330 East 15th Street Alley Reconstruction project; and

WHEREAS, Emery Construction Group Inc of Moline, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the CDBG Alley Program: 301 Kirkwood Boulevard to 330 East 15th Street Alley Reconstruction project is hereby awarded to Emery Construction Group Inc of Moline, Illinois in the amount of $157,318.30, pending HUD funding allotment.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Alley Reconstruction From 301 Kirkwood Blvd to 330 E. 15th Street

BID NUMBER: 23-46

OPENING DATE: January 24, 2023

FUNDING: 54551044 520258 BG250

RECOMMENDATION: Award the contract to Emery Construction Group Inc. of Moline, IL

VENDOR NAME	PRICE
Emery Construction Group Inc. of Moline, IL	**$157,318.30**
N.J. Miller, Inc of Bettendorf, IA	$166,281.00
Centennial Contractors of the Quad Cities of Moline, IL	$167,110.00
Langman Construction, Inc. of Rock Island, IL	$168,564.01
McClintock Trucking & Excavating of Silvis, IL	$179,829.00
Americore LLC of Blue Grass, IA	$199,877.00
Brandt Construction Co of Milan, IL	$218,553.00

Approved By Kari Thoren 02/07/2023
Purchasing Date

Approved By Nicole Gleason 2-7-23
Dept Director Date

Approved By Jamie Watt 2/7/23
Budget/CIP Date

Approved By
Assist. ~~City Administrator/ CFO~~ Date 2/7/23

City of Davenport

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

Action / Date
2/22/2023

Subject:
Resolution adopting the Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This Resolution approves the adoption of the current versions of the SUDAS Design Manual, Standard Specifications, and the Davenport Supplemental Specifications as the requirements for designing and constructing public improvements for the City of Davenport. Public improvements include any work within current or proposed City right-of-way, City-owned property, and any infrastructure owned and/or maintained by the City of Davenport.

The adoption of these standards will provide better uniformity of design and construction practices, update requirements based on Iowa laws, and provide a method for the implementation of the latest techniques and materials used in public improvements.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 12:46 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION adopting the most recent published editions Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals.

WHEREAS, it is recommended by City of Davenport Public Works that the City adopt the Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals; and

WHEREAS, these design standards and construction specifications will be used to design and construct public improvements within the City; and

WHEREAS, public improvements include any work within current or proposed City right-of-way, City-owned property, and any infrastructure owned and/or maintained by the City of Davenport, Iowa; and

WHEREAS, Public Works will periodically review these standards and specifications and modify as needed under the direction of the City Engineer and Public Works Director.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the most recent published editions of the Iowa Statewide Urban Design Standards for Public Improvements, the Iowa Statewide Urban Standard Specifications for Public Improvements, and the City of Davenport Supplemental Specifications manuals are hereby adopted.

Passed and approved this 22nd day of February, 2023.

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Thomas Vesalga | 563-326-7783

Action / Date
2/22/2023

Subject:
Resolution approving the renewal of a 20-year land lease agreement at the Davenport Municipal Airport with the Iowa National Guard for the term March 1, 2023 through February 28, 2043. [Ward 8]

Recommendation:
Adopt the Resolution

Background:
The airport has negotiated a land lease renewal with the Iowa National Guard for the use of approximately 5.61 acres adjacent to their facility at the Davenport Municipal Airport. This lease renewal is for 20 years beginning on March 1, 2023 and ending on February 28, 2043. The leased property is used for Iowa National Guard purposes.

This land lease renewal is a continuation of the current lease agreement which is due to expire on February 28, 2023. The new lease agreement is valued at $1,650.52 per year and has been adjusted to reflect Fair Market Value for the property. This land lease renewal satisfies the requirements of the Federal Aviation Administration Regulations for Land Lease Agreements for Airports.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	2023-2043 Iowa Arny National Guard Lease Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/8/2023 - 1:44 PM
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 1:45 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 1:07 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the renewal of a 20-year land lease agreement at the Davenport Municipal Airport with the Iowa National Guard for the term March 1, 2023 through February 28, 2043.

WHEREAS, the Iowa National Guard desires to renew four (4) land lease agreements with the Davenport Municipal Airport, combining these four (4) said agreements into one (1) consolidated agreement; and

WHEREAS, the Iowa National Guard owns and operates aviation-related infrastructure constructed on or within the boundaries of the four (4) previous lease agreement extents; and

WHEREAS, this new lease agreement complies with FAA Order 5190.6B Change 1, Airport Compliance Manual, 22 November 2021, Chapters 9.5e and 17.19.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the renewal of a 20-year land lease agreement at the Davenport Municipal Airport with the Iowa National Guard for the term March 1, 2023 through February 28, 2043 is hereby approved.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

DAVENPORT
PUBLIC WORKS
MUNICIPAL AIRPORT

DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT

BETWEEN

DAVENPORT MUNICIPAL AIRPORT

AND

IOWA ARMY NATIONAL GUARD

March 1, 2023 through February 28, 2043

DAVENPORT MUNICIPAL AIRPORT
PROPERTY LEASE AGREEMENT
BETWEEN
DAVENPORT MUNICIPAL AIRPORT
AND
IOWA ARMY NATIONAL GUARD
March 1, 2023 through February 28, 2043

THIS LEASE AND AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the Davenport Municipal Airport, hereinafter referred to as the "Airport", and the Iowa Armory Board on behalf of the Iowa Army National Guard, pursuant to Iowa Code Chapter 29A.57, hereinafter referred to as the "Guard".

WITNESSETH:

WHEREAS, the City of Davenport, Iowa, a municipal corporation, hereinafter referred to as the "City", owns and operates the Davenport Municipal Airport; and,

WHEREAS, the Davenport Municipal Airport possesses the authority to administer all operations, policies, and procedures of the Airport on behalf of the City in accordance with Federal Aviation Administration (FAA) policies, procedures, and regulations; and,

WHEREAS, the Guard desires to renew four (4) land lease agreements between the Airport and the Guard, combining these four (4) said agreements into one (1) consolidated agreement herein; and,

WHEREAS, the Guard owns and operates aviation related infrastructure constructed on or within the boundaries of the four (4) previous lease agreement extents; and,

WHEREAS, this new lease agreement complies with FAA Order 5190.6B Change 1, Airport Compliance Manual, 22 November 2021, Chapters 9.5e and 17.19;

NOW THEREFORE, the City, the Airport, and the Guard agree as follows:

1. **GRANT.** For and in consideration of the terms, conditions, and covenants of this lease to be performed by the Guard, all of which the Guard accepts, the Airport hereby grants to the Guard and the Guard hereby leases from the Airport about 5.61 acres described in Exhibit A which is attached hereto and by this reference made a part hereof:

Tract 1: About 1.57 acres and described in detail in Exhibit A.
Tract 2: About 4.04 acres and described in detail in Exhibit A.

2. **TERM.** The term of this agreement shall be for twenty (20) years beginning March 1, 2023 and ending February 28, 2043. This agreement shall immediately terminate upon the execution of a subsequent agreement.

3. **RENT.** The Guard agrees to pay to the Airport for the exclusive use of the acreage described above, the sum of $1,650.52 per year. Annual payments shall be paid to the City on the first day of March of each year during the term of the lease. (See Appendix 1)

4. **IMPROVEMENTS.** The Guard may make such improvements and/or alterations to the leased premises that it deems reasonably necessary. The Guard shall construct, own, and maintain at the Guards expense, all improvements and/or alterations on the premises. It is the Guards responsibility to file for, and obtain an FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) study for any improvement and/or alteration that, at its highest point, is taller than thirty (30) feet above ground level. All improvements and/or alterations shall be done per the building code of the City and when necessary, the Guard shall obtain the necessary City building permits. Upon request, the Guard shall present a copy of the City building permit and/or the FAA OE/AAA study results to the Airport Manager.

5. **PERMITS.** The Guard shall obtain and maintain, at the Guards expense, all permits necessary for its continued operation.

6. **UTILITIES**. The Guard agrees that it will pay all charges and expenses for utilities used on the premises during the term of this lease. The Guard further agrees that it will not permit liens to be incurred or placed upon the promises due to the non-payment of any such utility charges or improvements or repairs made to the premises.

7. **ASSIGNMENT AND SUBLETTING.** The Guard shall not assign, transfer, sublease, pledge, surrender, or otherwise encumber or dispose of this lease or any portion thereof, or permit any other person(s), company, or corporation to occupy the premises without the prior written approval of the City and the written concurrence of the FAA. The Guard may from time to time, at its discretion, temporarily sublet its interest in the premises to the Quad City Airshow. Such subletting between the Guard and the Quad City Airshow need only require a verbal notification to the Airport Manager.

8. **AIRPORT AND AIRSPACE USAGE**. The Airport, for the use and benefit of the public, shall take any action necessary to protect a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, or taking off from, or operating on or about the Airport.

The Airport reserves the right to take any action necessary to protect the aerial approaches and aerial flight paths of the Airport against obstruction, and the right to prevent the Guard from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of the Airport or the FAA, would limit the usefulness of the Airport or constitute a hazard to aircraft. The Guard facilities, structures, and/or apparatuses shall not exceed heights allowed by the FAA.

The Airport reserves the right to further maintain, develop, and/or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of the Guard without interference or hindrance.

9. **INDEMNIFICATION.** The Guard agrees to indemnify, in accordance with state and federal liability statutes, the Airport and/or the City and hold the Airport and/or the City harmless against any and all liability for injuries to persons or damage to property caused by the Guard's negligent use of or occupancy of the premises or caused by the negligence of any of the Guard's employees, officers, agents, guests or invitees; provided, however, that the Guard shall not be liable for any injury, damage, or loss occasioned by the negligence of the Airport and/or the City or its agents or employees and provided further that the Airport and/or the City shall give to the Guard prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly, contingent or otherwise, affects or might affect the Guard, and the Guard shall have the right to compromise and defend the suit to the extent of its

own interest, and the Guard shall do the same regarding prompt and timely notice. The Airport and/or the City shall not be responsible for any loss to the Guard property or alteration as a result of loss under this paragraph.

10. **NONDISCRIMINATION.** The Guard, its officers and/or its members shall not discriminate against any person or group of persons on the grounds of race, color, creed, religion, sex, gender identity or expression, national origin or ancestry, sexual orientation, age, marital status, familial status, physical or mental disability, or political beliefs or affiliations, or in any manner prohibited by 49 CFR Part 21, *Nondiscrimination in Federally Assisted Programs of the Department of Transportation*, and as said regulation may be amended.

11. **END OF TERM.** If at the end of the term, the Guard does not pursue a follow-on lease agreement for the premises, the premises shall be returned to the Airport in the same condition as received, ordinary wear and tear and any approved alterations excepted. Any restoration and/or repairs shall be at the Guards expense. Any improvements and/or alterations remaining on the premises 180 days beyond the end of the term shall become the property of the Airport at no cost to the Airport or the City.

12. **TERMINATION:** This lease may be terminated by the Guard upon 90 days written notice to the Airport and the City. If the Guard vacates and/or abandons their adjacent 11 acre site, this lease shall automatically terminate on the same date. Any improvements and/or alterations remaining on the premises after 180 days from the date of the written notice shall become the property of the Airport at no cost to the Airport or the City.

13. **APPROVAL.** This Lease Agreement shall supersede all previous leases with the Airport and is subject to the approval of the Federal Aviation Administration.

Signature on next page:

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in duplicate on this _____ day of _____, 2023.

Iowa Armory Board

By: _____
State Quartermaster
Camp Dodge, 7105 NW 70th Avenue
Johnson, IA 50131

Davenport Municipal Airport

By: _____
Airport Manager
1200 E. 46th Street
Davenport, IA 52807

City of Davenport, Iowa

By: _____
Mayor
226 W. 4th Street
Davenport, IA 52804

Davenport Municipal Airport
Land Lease Rate Calculation
Appendix 1

The Federal Aviation Administration requires that land least agreements with terms of five (5) or more years should contain a provision for periodic adjustments based on a recognized index to reflect inflation and other changing economic conditions (e.g., change in the Consumer Price Index, an appraisal, etc.). To convert from a periodically reevaluated contract to a fixed-fee contract, the following shall been applied to this lease agreement. This calculation presented herein complies with FAA Order 5190.6B Change 1, Airport Compliance Manual, 22 November 2021, Chapters 9.5e and 17.19, agreed to by and between the City of Davenport, the Davenport Municipal Airport, and the Federal Aviation Administration, in the acceptance of Federally Obligated Funding through the Airport Improvement Program. The following shall be used to determine the Rent payment as described in paragraph 3, herein;

FORMULA CALCULATIONS:

The cash payment agreed to by both parties by the execution of this lease agreement shall become the annual cash payment (Rent) due on or before the first day of March of each year of this agreement and shall remain the annual cash payment (Rent) for the remainder of this contract. The Base Cash Amount (BCA) shall be calculated by taking the average rental rate of the two agricultural indexes listed below and applying a 25.8% military discount:

(a) Iowa State University, Extension and Outreach (May 2022). 2022 Cash Rental Survey for Crop Reporting District 6, Overall Average. *Cash Rental Rates for Iowa 2022 Survey*, File C2-10, pg8. https://www.extension.iastate.edu/agdm/wholefarm/pdf/c2-10.pdf

(b) Agricultural Statistics Service (Aug 26, 2022). *Iowa Ag News – County Cash Rent*, Non-Irrigated Cropland, Scott County, 2022. U.S. Department of Agriculture. https://www.nass.usda.gov/Statistics_by_State/Iowa/Publications/County_Estimates/2022/IA-CtyEst-Cash-Rent-08-22.pdf

The 2022 cash rental rates are $310.00 and $266.00 respectively.

BCA = ((310.00 + $266.00) / 2) x .742 = $213.70

To convert from a periodically adjusted contract to a fixed fee contract, an estimated 3% annual Consumer Price Index (CPI) adjustment will be applied beginning year two (2) of this agreement and continuing until year twenty (20) of this agreement. An average rental amount shall be arrived at by averaging year one (1) and year twenty (20) as follows:

= [(Year 1 BCA + Year 20 CPI Adjusted BCA) / 2] * Acres
= [(213.70 + $374.72) / 2] * 5.61
= $1,650.52

Exhibit A

LOCATION:	PT OF N1/2 OF SW1/4 OF SECTION 26-79-3
REQUESTOR:	DAVENPORT AIRPORT COMMISSION
PROPRIETOR:	SAME
SURVEYOR:	DAN J. KUEHL
SURVEYOR COMPANY:	XCEL CONSULTANTS, INC. 8300 42nd STREET WEST ROCK ISLAND, IL 61201
RETURN TO:	XCEL@XCELCONSULTANTSINC.COM (309) 787-9988

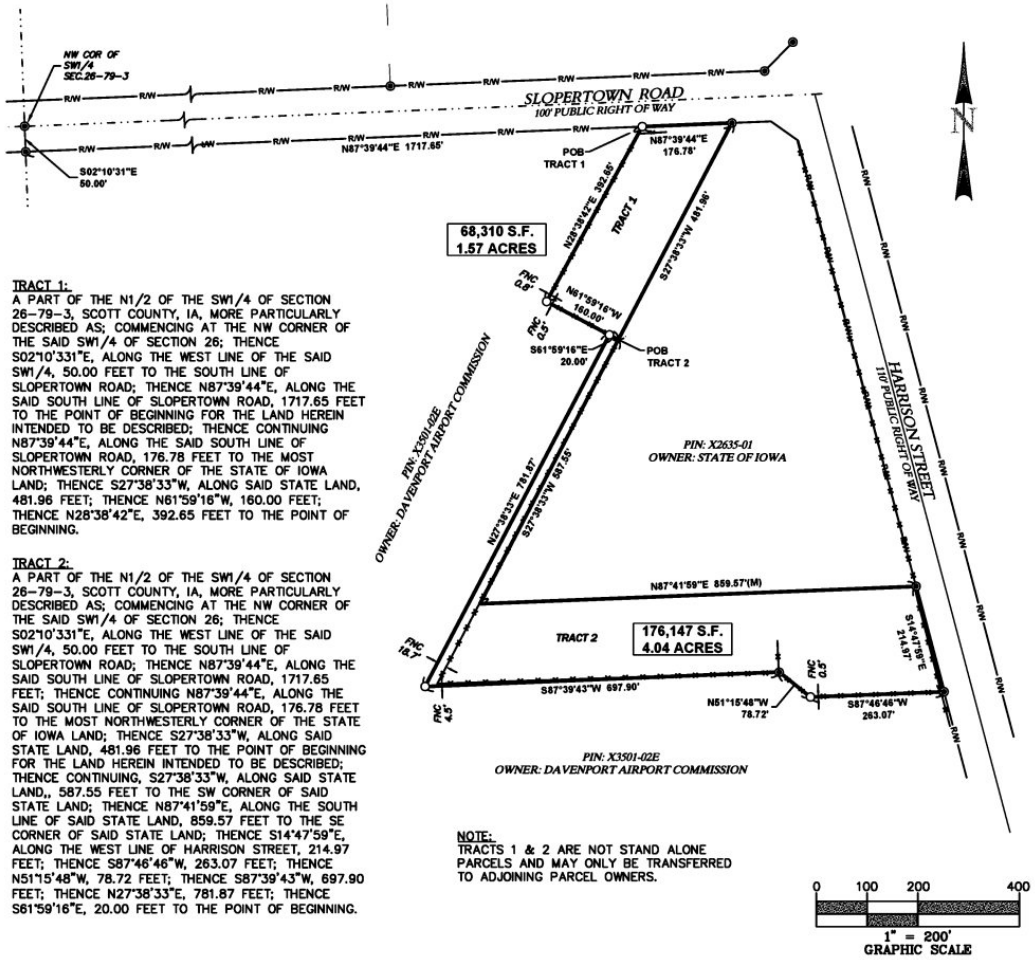
Unique Doc ID: 1705672
Recorded: 12/30/2022 at 10:16:04.0 AM
County Recording Fee: $7.00
Iowa E-Filing Fee: $3.13
Combined Fee: $10.13
Revenue Tax:
Rita A. Vargas RECORDER
Number: 202200031968
Scott County, Iowa

RETURN TO:
XCEL DRAWING: 224388

XCEL CONSULTANTS: 8300 42ND STREET WEST, ROCK ISLAND, IL 61201 – 309-787-9988

PLAT OF SURVEY

A PART OF THE N1/2 OF THE SW1/4 OF SECTION 26-79-3, SCOTT COUNTY, IA



TRACT 1:
A PART OF THE N1/2 OF THE SW1/4 OF SECTION 26-79-3, SCOTT COUNTY, IA, MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE NW CORNER OF THE SAID SW1/4 OF SECTION 26; THENCE S02°10'331"E, ALONG THE WEST LINE OF THE SAID SW1/4, 50.00 FEET TO THE SOUTH LINE OF SLOPERTOWN ROAD; THENCE N87°39'44"E, ALONG THE SAID SOUTH LINE OF SLOPERTOWN ROAD, 1717.65 FEET TO THE POINT OF BEGINNING FOR THE LAND HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING N87°39'44"E, ALONG THE SAID SOUTH LINE OF SLOPERTOWN ROAD, 176.78 FEET TO THE MOST NORTHWESTERLY CORNER OF THE STATE OF IOWA LAND; THENCE S27°38'33"W, ALONG SAID STATE LAND, 481.96 FEET; THENCE N61°59'16"W, 160.00 FEET; THENCE N28°38'42"E, 392.65 FEET TO THE POINT OF BEGINNING.

TRACT 2:
A PART OF THE N1/2 OF THE SW1/4 OF SECTION 26-79-3, SCOTT COUNTY, IA, MORE PARTICULARLY DESCRIBED AS; COMMENCING AT THE NW CORNER OF THE SAID SW1/4 OF SECTION 26; THENCE S02°10'331"E, ALONG THE WEST LINE OF THE SAID SW1/4, 50.00 FEET TO THE SOUTH LINE OF SLOPERTOWN ROAD; THENCE N87°39'44"E, ALONG THE SAID SOUTH LINE OF SLOPERTOWN ROAD, 1717.65 FEET; THENCE CONTINUING N87°39'44"E, ALONG THE SAID SOUTH LINE OF SLOPERTOWN ROAD, 176.78 FEET TO THE MOST NORTHWESTERLY CORNER OF THE STATE OF IOWA LAND; THENCE S27°38'33"W, ALONG SAID STATE LAND, 481.96 FEET TO THE POINT OF BEGINNING FOR THE LAND HEREIN INTENDED TO BE DESCRIBED; THENCE CONTINUING, S27°38'33"W, ALONG SAID STATE LAND,, 587.55 FEET TO THE SW CORNER OF SAID STATE LAND; THENCE N87°41'59"E, ALONG THE SOUTH LINE OF SAID STATE LAND, 859.57 FEET TO THE SE CORNER OF SAID STATE LAND; THENCE S14°47'59"E, ALONG THE WEST LINE OF HARRISON STREET, 214.97 FEET; THENCE S87°46'46"W, 263.07 FEET; THENCE N51°15'48"W, 78.72 FEET; THENCE S87°39'43"W, 697.90 FEET; THENCE N27°38'33"E, 781.87 FEET; THENCE S61°59'16"E, 20.00 FEET TO THE POINT OF BEGINNING.

NOTE:
TRACTS 1 & 2 ARE NOT STAND ALONE PARCELS AND MAY ONLY BE TRANSFERRED TO ADJOINING PARCEL OWNERS.

XCEL Consultants
PROFESSIONAL LAND SURVEYORS
Milan, IL
309-787-9988

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

DECEMBER 27, 2022
DAN J. KUEHL — DATE
LICENSE NUMBER 19959
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023
SHEETS COVERED BY THIS SEAL 1 OF 1

PROFESSIONAL LAND SURVEYOR
DAN J. KUEHL
19959
IOWA

City of Davenport

Department: Public Works - Admin
Contact Info: Clay Merritt | 563-888-3055

Action / Date
2/22/2023

Subject:
Resolution authorizing the submission of a RAISE grant program application to the United States Department of Transportation for financial assistance with enhancing and improving transportation access through flood mitigation efforts and infrastructure improvements. [Wards 1, 3, & 5]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport is submitting a 2023 RAISE Grant application to the U.S. Department of Transportation. The total project is estimated at $18,463,224. The City is requesting $14,770,579 from the U.S. DOT (80% of the eligible costs that include preliminary/construction engineering services, construction and contingency) and the City will provide 20% of the eligible cost; the total City share is estimated at $3,692,645 (includes Downtown Davenport Partnership's commitment of $700,000 for the conversion of 3rd & 4th Streets to two-way streets).

Utilizing strategies from the 2021 Mississippi River Flood Resiliency Plan, projects funded by the grant will 1) establish a permanent flood detour route to river stage 22.0 once River Drive has been closed due to flood waters, 2) ensure interstate access to the Centennial Bridge and Government Bridge during large-scale flood events, and 3) improve transportation safety. The proposed project contains the following components:

- Road raises on Rockingham Road from Sturdevant to Marquette Street
- Road raise on River Drive near Mound Street
- Road raise at the intersection of 2nd Street and Gaines Street
- Road raise at the intersection of 3rd Street and LeClaire Street
- Repair of sections of roadway on Rockingham Road and Marquette Street
- Reconfiguration of the 3rd & 4th Street intersections on River Drive
- Signals, striping, and other requirements for two-way conversion of 3rd & 4th Streets

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Exhibit	Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	2/9/2023 - 8:00 AM

Resolution No._____

Resolution offered by Alderman Dunn.

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

RESOLUTION authorizing the submission of a RAISE grant program application to the United States Department of Transportation for financial assistance with enhancing and improving transportation access through flood mitigation efforts and infrastructure improvements.

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 transportation access through select flood mitigation strategies and infrastructure improvements; and

WHEREAS, the components of the project's application are dedicated to public use which the City will adequately maintain; and

WHEREAS, the City will commit $3,692,645 (20% of eligible cost) for the project through local funds; and

WHEREAS, the City endorses the application and has estimated the total project cost to be $18,463,224, and the grant request to be $14,770,579.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that City staff is hereby authorized to prepare and submit a RAISE grant program application to the United States Department of Transportation for financial assistance with enhancing and improving transportation access through flood mitigation efforts and infrastructure improvements.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk


Intersection Improvements
Raised Road
Road Repair
Two-Way Conversion
Flood Stage 22
Detour
Davenport
DIVISION ST
MARQUETTE ST
GAINES ST
HARRISON ST
BRADY ST
E River Dr & E 4th St
E RIVER DR
67
61
Gaines St & W 2nd St
W 4TH ST
W 3RD ST
E 4TH ST
E 3RD ST
E 2ND ST
TELEGRAPH RD
3
Rockingham Rd
Marquette St
E River Dr & Mound St
E River Dr & E 3rd St
LeClaire St & 3rd St
ARSENAL BRIDGE
CENTENNIAL BRIDGE
Rock Island Arsenal
ROCKINGHAM RD
S CONCORD ST
Rockingham Rd
MISSISSIPPI RIVER
W RIVER DR
Rock Island
92
67
22
W RIVER DR
61
N
0
0.5
1 Miles

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

Background:
The buildings were boarded up at the various locations and were billed to the property owners. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Boarding Up Buildings

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:34 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:35 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 2:08 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Board Up Building Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
800003386	SONIC RESTAURANTS INC	O1633-02B	80043305	**$95.00**
120247037	ROBINSON, JACK L	F0019-08	80043817	**$294.08**
000068871	BROWNE, THEODORE	H0058-07	80043819	**$217.72**
300011567	RICHARDSON, CARROLL	R0510-04	80044303	**$313.79**
000061266	ARTHUR, JOSEPH	G0052-33	80044305	**$135.74**
300170124	PRIESTLY, ROBIN S	L0003-12	80044786	**$135.74**
300096263	LUCIER, DANIEL L	J0024-39	80044788	**$227.90**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80044790	**$150.00**
300148789	CRIBBS, BETTY	G0037-13	80044987	**$215.64**
000094332	FRANISCO, GONZALEZ	J0007-02	80045084	**$291.46**
000043382	WALKER, RUDOLPH V	F0019-46	80045245	**$204.61**
000068871	BROWNE, THEODORE	H0058-07	80045247	**$194.60**
000051209	NICHOLS, TRAVIS R	H0012-10	80045251	**$488.82**
000051209	NICHOLS, TRAVIS R	H0012-10	80045411	**$259.61**
000051209	NICHOLS, TRAVIS R	H0012-10	80045413	**$309.64**
000087393	OJEAH, JEREY	K0007-29	80045525	**$278.90**
000051209	NICHOLS, TRAVIS R	H0012-10	80045527	**$202.60**
000043463	HERNANDEZ, ISRAEL	H0025-27	80045615	**$283.90**
000069907	MUNN, BUGE	J0010-27	80045619	**$166.30**
000051209	NICHOLS, TRAVIS R	H0012-10	80045840	**$150.00**
000087114	QUECK CAPITAL MANAGMENT	W1019D39	80046189	**$241.64**
300070144	SWAIN, HOWARD E	J0050-03	80046196	**$131.30**
000098486	SPECIALIZED LOAN SERVICING LLC	N1813D18	80046198	**$131.30**
000069907	MUNN, BUGE	J0010-27	80046200	**$181.30**
300212662	SHREVE, DAVID	W0315-41	80046202	**$131.30**
000083869	IDAHO HOUSING AND FINANCE ASSO	M1512B37	80046905	**$233.18**
800003386	SONIC RESTAURANTS INC	O1633-02B	80047050	**$95.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-29	80047213	**$248.20**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80047217	**$90.00**
000061266	ARTHUR, JOSEPH	G0052-33	80047219	**$119.10**
000061266	ARTHUR, JOSEPH	G0052-33	80047221	**$219.10**
000061266	ARTHUR, JOSEPH	G0052-33	80047374	**$90.00**
300262000	LIVIN OUR DREAMS LLC	F0049-09	80047376	**$198.20**
000074613	FUTURE CAPITAL	K0007-19	80047413	**$450.50**
000022972	DEBOURCY, SKI	P1113D31	80047417	**$757.84**

000022972	DEBOURCY, SKI	P1113D31	80047419	**$175.74**
300262000	LIVIN OUR DREAMS LLC	F0049-09	80047421	**$742.84**
000090514	CLAUDINE MONROE CHIN	J0025-32	80047423	**$120.98**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80047425	**$90.00**
000094319	EQUITY AND HELP INC	G0012-41	80047427	**$120.98**
000061266	ARTHUR, JOSEPH	G0052-33	80047487	**$90.00**
000077480	CALIBER HOME LOANS INC	H0041-13	80047560	**$184.56**
000093420	RED CLOUD HOLDINGS LLC	I0057-17	80047601	**$219.78**
120238976	HOMECOMINGS FINANCIAL LLC	G0013-10	80047603	**$174.08**

Number of Accounts to Levy **44** **Total Balance Outstanding:** **$9,852.97**

City of Davenport

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

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Resolution Letter	Brush and Debris Removal

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	2/9/2023 - 4:09 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Brush and Debris Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300257093	STOCK, ANTHONY	G0030-24	80043437	**$240.00**
810000104	ANDREW WOLD INVESTMENTS	L0008-11A	80043439	**$153.25**
300259936	OSWALT, PATSY J	P1113A03	80043441	**$153.25**
000091600	MFN INVESTMENTS LLC	E0030-10	80043451	**$249.25**
000068871	BROWNE, THEODORE	H0058-07	80043629	**$153.25**
000082815	RAY-GLO DAIRY LLC	G0030-34	80043631	**$161.50**
300248612	HINKLE, DAVID R	A0036-16	80043633	**$202.00**
000068178	KOEHLER, CHRIS	F0045-26	80043635	**$579.00**
000077108	PENNY GHANT	H0055-45	80043637	**$240.00**
000087050	PEAK, SAMUEL	K0032-24	80043639	**$240.00**
300220025	DEMOLITION DAVENPORT INC	L0015A09	80043641	**$264.75**
300258501	HINRICHS, MICHAEL J	J0039-05	80043643	**$161.25**
000095186	MEAGAN BUCKLEY	J0043-29	80043647	**$169.75**
400001301	NGUYEN INC	J0024-07	80043911	**$306.00**
300230426	ATKINS, AMBER	C0044-10	80043913	**$153.25**
000054123	ALAN HAVERCAMP	C0033-12	80043917	**$153.25**
300070144	SWAIN, HOWARD E	J0050-03	80043921	**$481.88**
000077991	CONSTANCE GOODWIN	F0023-27	80043923	**$153.25**
000087443	SARUN TEERAVECHYAN	F0026-07	80043925	**$153.25**
300211156	ALBUQUERQUE LC	P1211-05	80043927	**$636.25**
300220025	DEMOLITION DAVENPORT INC	L0015A09	80043931	**$368.00**
300055171	WILLIAMS, BARBARA	B0025-08	80043933	**$153.25**
400001301	NGUYEN INC	K0010-03	80043935	**$161.50**
300185831	MOFFIT, TARA A	F0029-27	80043937	**$161.50**
300265229	BURNS, JESSE T /QC RES	M1512A44	80043939	**$153.00**
000076426	EASYSTREET PROPERTY INVESTNME	P1211-07	80043941	**$735.00**
000090495	GURU NANAK PETRO MART, INC.	C0063-07A	80043945	**$153.25**
000087938	JENNIFER CONTRERAS	C0020-15	80043947	**$161.25**
000066335	MMTL INVESTMENTS LLC	F0063-10	80043949	**$153.25**
400003871	EARNEST, EXSO	H0001-02	80044279	**$186.25**
000095109	HODGES, RYAN	H0047-01	80044281	**$145.00**
300262152	MOORMAN, ROBIN	W0301-03	80044283	**$177.25**
300188156	LOTZ, SCOTT A	A0064-37	80044285	**$281.25**
300223444	STRONG, PAULA ELISE	F0023-35	80044287	**$63.25**
000082432	DANIEL LOWE	H0064-37	80044291	**$234.50**
300259936	OSWALT, PATSY J	P1113A03	80044402	**$153.00**
400001301	NGUYEN INC	K0010-03	80044404	**$153.25**
300192063	OHEARN, PATRICK	N1813D18	80044406	**$169.00**
810002270	LARSON MARY G	D0052-04	80044410	**$153.25**
000098133	HARRELL, JOSEPH	C0036-44	80044412	**$153.25**

000067797	JACOB COHN	G0036-33	80044414	**$217.25**
300137377	FOX, DAVID	P1403B23	80044420	**$153.25**
000063686	ANDREW WOLD INVESTMENTS LLC	C0033-11	80044422	**$161.50**
300023082	MUSSMANN, LEROY F	G0014-04	80044424	**$218.50**
000067363	THEODORE BROWNE	C0063-15	80044428	**$153.25**
810000104	ANDREW WOLD INVESTMENTS	L0008-11A	80044434	**$153.25**
400002106	CURRY, STAN	A0052-21	80044436	**$153.25**
000093625	CHINA HARRINGTON	H0012-12	80044438	**$225.50**
000022972	DEBOURCY, SKI	P1113D31	80044444	**$385.00**
000051990	CND PROPERTY MGT LLC	L0012-01	80044746	**$256.25**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-18H	80044748	**$161.50**
400001301	NGUYEN INC	K0010-03	80044750	**$145.00**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80044752	**$153.25**
300202498	HAINES, DONNA J	H0043-24	80044756	**$263.25**
300247323	MARCH, ROCHELLE	F0046-19	80044758	**$153.25**
300121302	WOOLAM, LORALE	C0049-20	80044760	**$493.75**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80044762	**$557.50**
000085877	ENTERPRISES, KERR	F0050-07	80044764	**$153.25**
300230022	SHROM, KEITH II	T2023B20	80044766	**$161.25**
120220705	PATTON, STEPHEN M	H0049-17	80044768	**$264.00**
000061266	ARTHUR, JOSEPH	G0052-34	80044772	**$248.25**
000094456	JENNIFER WARD	J0022-28	80044774	**$227.90**
810004137	VOSS, PETER FRANKLIN	X0235D04	80044776	**$153.25**
300131577	RINDLER, CINDY	J0037-35	80044778	**$462.75**
300212662	SHREVE, DAVID	W0315-41	80044868	**$272.25**
000063686	ANDREW WOLD INVESTMENTS LLC	E0013-03	80044872	**$161.50**
000072326	JOSHUA MASSIE	O2107D43	80044874	**$280.50**
000079433	TRIVISTA CAPITAL LLC	F0050-13	80044876	**$162.75**
000083151	KOPP, CHRIS	G0036-23	80044880	**$186.25**
000056876	RYAN POTSANDER	M1505A06	80044882	**$153.00**
000077480	CALIBER HOME LOANS INC	H0041-13	80044989	**$125.00**
000092619	VILLALPANDO PROPERTIES LLC	L0002-20	80044991	**$150.00**
000081466	JAMES CROCKETT	31703-07	80045042	**$171.00**
300188156	LOTZ, SCOTT A	A0064-37	80045044	**$153.25**
300188156	LOTZ, SCOTT A	A0064-37	80045046	**$169.75**
000082610	JESUS REYNAGA	B0043-28	80045048	**$153.25**
000078382	VIVAN SOUNTRIS	H0056-13	80045054	**$813.25**
000069907	MUNN, BUGE	J0010-27	80045056	**$203.50**
000087368	TIMLEY PROPERTY SOLUTIONS	J0025-36	80045058	**$153.25**
000087050	PEAK, SAMUEL	K0032-24	80045062	**$153.25**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80045064	**$172.00**
000097318	HAWTHORNE 96B, LLC	P1312A11	80045070	**$153.25**
300202000	WINDMILL HILL LC	K0010-01B	80045086	**$175.00**
000075488	LINDA BELL	F0046-20	80045209	**$194.50**
000068871	BROWNE, THEODORE	H0058-07	80045215	**$161.50**
000095801	JAMIE HAMMES	N1813B15	80045217	**$169.75**
300214144	CLEARWATER DEVELOPMENT LLC	C0017-04A	80045219	**$169.50**

300130820	PATE, RHONDA	F0022-09	80045221	**$178.00**
300148789	CRIBBS, BETTY	G0037-13	80045229	**$305.00**
000013827	S & J REALTY	F0032-01	80045233	**$153.25**
000059394	VILLAGE PROPERTY MANAGEMENT L	B0027-16	80045235	**$153.25**
000067444	TANNER CHEATHEAM	J0050-25	80045237	**$177.75**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80045389	**$169.75**
300245183	CADY, DIANE O	J0051-26	80045393	**$153.25**
000022972	DEBOURCY, SKI	P1113D31	80045397	**$161.50**
300235991	LAMAR, JAMES	H0003-04	80045399	**$177.75**
120239627	MIDFIRST BANK	H0006-03	80045401	**$169.25**
000066335	MMTL INVESTMENTS LLC	F0063-10	80045403	**$273.00**
300126993	VONDAL, DOUG	H0046-12	80045493	**$177.50**
000063686	ANDREW WOLD INVESTMENTS LLC	E0013-03	80045497	**$169.75**
000051209	NICHOLS, TRAVIS R	H0012-10	80045501	**$534.00**
300184478	BYRUM, JOHN	S2923A07	80045503	**$344.00**
810000104	ANDREW WOLD INVESTMENTS	L0006-27	80045505	**$169.75**
300211156	ALBUQUERQUE LC	P1211-05	80045507	**$185.75**
000098857	A SERIES OF EVENTS	K0006-33	80045509	**$153.25**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80045511	**$161.50**
300002172	POWERS, JULIE S	A0036-27	80045513	**$161.00**
000005198	GOLD STAR PROPERTIES LLC	W0905B26A	80045582	**$219.25**
300100969	DOWELL, BEVERLY	B0063-16	80045584	**$177.00**
300221710	TUCKER, JOHN M	H0056-56	80045586	**$172.25**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80045590	**$187.50**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80045592	**$169.75**
000039705	COINER, MICHAEL S / LIVING OUR	K0033-06C	80045596	**$169.75**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-30	80045598	**$161.50**
000094129	SCOTT CAVEN	P1114C16	80045600	**$169.00**
000082745	NO BOUNDRY, LLC	G0051-17	80045612	**$614.25**
000067806	SCOTT HOWIE	G0019-31	80045689	**$161.50**
300024134	STONE-KRCH, SUSAN	B0022-27	80045691	**$208.50**
300204828	HAMILTON, BRAD	C0019-50	80045695	**$200.75**
300132913	BENNAMON, KENNETH	H0053-24	80045697	**$236.00**
810000069	ALOIAN ANDREW J	H0052-66	80045699	**$461.75**
300188156	LOTZ, SCOTT A	A0064-37	80045703	**$178.00**
000057032	ASHTIN PREISSER	F0032-13A	80045705	**$208.75**
300257093	STOCK, ANTHONY	G0030-24	80045707	**$242.00**
000070570	SHANNON MCWHERTER	S2905C02	80045930	**$171.75**
000038516	BAILEY-CUSACK, VIRGINIA	C0059-22	80045932	**$312.75**
300240982	HARTZ, BRAD	A0036-23	80045936	**$320.00**
300019828	KURTZ, JOSEPH R	H0039-07	80045938	**$606.75**
000034037	SCOTT, CAROL J	F0022-27	80045940	**$200.00**
300085777	BROWN, LENA M	H0054-38	80045944	**$178.00**
000043463	HERNANDEZ, ISRAEL	H0025-27	80045948	**$487.50**
300262337	HESTON, NOAH & KIMBERLY	C0026-05	80045950	**$304.25**
300221617	JONES, REBECCA/SHAWN	F0019-20	80045954	**$296.75**
000094332	FRANISCO, GONZALEZ	J0007-02	80045958	**$169.75**

000069907	MUNN, BUGE	J0010-27	80045960	**$172.00**
000090434	SAMUEL WOOTEN	O2107A12	80046163	**$225.75**
000052844	EASY STREET PROPERTY MGMT	G0008-04	80046165	**$268.75**
000085503	RIVER BOUND PROPERTIES LLC	G0013-07	80046167	**$153.00**
300121417	BRITTON, DAVID LEE	G0037-10	80046171	**$314.25**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80046173	**$194.00**
000063686	ANDREW WOLD INVESTMENTS LLC	E0013-03	80046177	**$161.50**
000081336	CLARK FAMILY ENTERPRISES LLC.	L0001-01	80046179	**$202.25**
300248612	HINKLE, DAVID R	A0036-16	80046181	**$153.25**
000151877	KEPHART, RICKEY D	F0009-27	80046185	**$718.00**
000095704	PLMP PROPERTIES LLC	E0017-46	80046295	**$153.25**
300006845	ENTLER, DORIS M	B0048-05	80046303	**$200.50**
000013827	S & J REALTY	F0032-01	80046309	**$161.25**
300118736	PECK, BARRY	O1619B27	80046311	**$200.50**
400002988	HARRISON, ANDRE	H0037-11	80046313	**$161.50**
000075976	OCEANSIDE 50 FIVE LLC	G0037-29	80046315	**$153.25**
810000204	BARHOPPERS LLC	G0009-05	80046317	**$202.75**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80046448	**$186.25**
000039705	COINER, MICHAEL S / LIVING OUR	K0033-06C	80046450	**$219.25**
000094355	RHOADS, BRADLEY	P1313D12	80046452	**$830.50**
000086404	NINO, ANDRESSA	X0251B14	80046454	**$153.25**
000075976	OCEANSIDE 50 FIVE LLC	G0037-29	80046456	**$161.50**
300204868	FORD, RANDOLPH S	F0015-28	80046458	**$280.75**
000089228	BIG REMODELING	G0018-09	80046460	**$193.00**
000028056	MARION R CRIST TRUST	H0060-05	80046464	**$234.00**
000061266	ARTHUR, JOSEPH	G0052-34	80046468	**$425.25**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80046750	**$233.75**
000050968	SAZANNAH GRAY	C0051-28	80046752	**$161.50**
000092716	JAMES MALONEY	J0036-08	80046754	**$153.25**
300214287	PROPERTY MANAGEMENT & DEVELO	K0002-06	80046756	**$241.00**
000061266	ARTHUR, JOSEPH	G0052-34	80047031	**$178.00**
300245183	CADY, DIANE O	J0051-26	80047033	**$217.25**
000089626	LE, RICHARD	P1316-10	80047041	**$200.75**
000090948	DAVENPORT WEST LLC	P1316-01E	80047043	**$200.75**
300137377	FOX, DAVID	P1403B23	80047045	**$280.00**
120236393	AURELLA, LAURIE A	X0235C17	80047169	**$200.75**
000152228	SOUNTRIS, VIVIAN L	F0032-02	80047171	**$161.50**
000086259	RACHEL BLANCO	F0011-36	80047173	**$280.75**
810000230	JAMES C BEAM	K0018-35	80047175	**$242.00**
000086719	BENNETT, RYNE	P1313D24	80047181	**$178.00**
400003680	INGRAHAM, MARIAN I	X0251C09	80047183	**$200.75**
810000104	ANDREW WOLD INVESTMENTS	L0008-11A	80047187	**$320.50**
000093625	CHINA HARRINGTON	H0012-12	80047189	**$153.25**
300241071	PAYNE, TRACY	O2114B08	80047193	**$257.00**
000039705	COINER, MICHAEL S / LIVING OUR	K0033-06C	80047197	**$713.75**
000077114	ELIZABETH MARTIN	F0027-20B	80047199	**$161.50**
300128464	KIRK, SHERRY L	F0045-30	80047201	**$272.50**

000090183	63RD ST LLC	X0251B08	80047203	**$209.00**
000059123	MICHAEL GAHAGAN	M1512A11	80047250	**$280.00**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047252	**$161.50**
400001301	NGUYEN INC	K0010-03	80047254	**$259.00**
000043463	HERNANDEZ, ISRAEL	H0025-27	80047256	**$194.25**
000068850	D6 DEVELOPMENT	N1810-06	80047258	**$264.75**
000087466	ELIZABETH MUNOZ	E0014-18	80047260	**$320.00**
300028191	MARTIN, PHILLIP	X0253D34	80047262	**$272.50**
300150487	SMITH, ANGIE J	P1401C22	80047264	**$454.00**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80047266	**$560.00**
000022972	DEBOURCY, SKI	P1113D31	80047268	**$281.25**
000099523	DNA CONTRACTING LLC	H0058-07	80047270	**$169.75**
400001301	NGUYEN INC	K0010-03	80047272	**$209.00**
400003923	CONDON, JOHN P	E0028-13	80047276	**$240.00**
000053110	QCA HOLDINGS LLC	C0060-17	80047282	**$264.00**
000088466	RUSSELL, WALTER	K0007-20	80047332	**$248.20**
810000851	OELWEIN COOPERATIVE	W0403C03	80047348	**$162.75**
000084897	MISTY HOSKINSON-DIAGNE	G0012-36	80047350	**$217.00**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047352	**$161.50**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-18H	80047354	**$153.25**
000061266	ARTHUR, JOSEPH	G0052-34	80047356	**$178.00**
000096220	WILLOW KNOLLS HC, LLC	W0403C04B	80047360	**$186.25**
000092808	DEMONTE HARPER	G0020-03	80047362	**$361.25**
000083455	HALL-WATSON, NICOLAS	G0019-27	80047497	**$185.25**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80047499	**$161.50**
000099932	RIGDON, ASHLEY	W0315-20	80047501	**$178.00**
300211156	ALBUQUERQUE LC	P1211-05	80047505	**$169.50**
000061266	ARTHUR, JOSEPH	G0052-33	80047507	**$169.75**
300247980	HANSON, RONALD	G0030-03	80047509	**$187.25**
000061266	ARTHUR, JOSEPH	G0052-34	80047511	**$281.25**
000077480	CALIBER HOME LOANS INC	W0301-34	80047513	**$161.50**
000062357	KENDRICK BURRAGE	E0017-34	80047515	**$194.50**
000075155	KOL TOV LLC	G0038-20	80047562	**$100.00**
300137377	FOX, DAVID	P1403B23	80047579	**$177.75**
000022972	DEBOURCY, SKI	P1113D31	80047581	**$186.00**
300254039	CHASCO LLC	X0253A40	80047583	**$153.25**
000093420	RED CLOUD HOLDINGS LLC	I0057-17	80047585	**$153.25**
000070011	CORELINE INVESTMENTS LLC	C0022-18	80047587	**$153.25**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80047589	**$186.25**
000074613	FUTURE CAPITAL	K0007-19	80047593	**$178.00**
300032050	LOPEZ, CATALINA	F0052-02	80047612	**$520.75**

Number of Accounts to Levy **222** **Total Balance Outstanding:** **$51,311.48**

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Condemned Property Demolition

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:35 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:36 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 4:57 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Building Demolition Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000060742	JOHNSON, TAMARA R	F0017-05	80044396	**$12,550.00**
000068850	D6 DEVELOPMENT	N1810-06	80044864	**$13,450.00**
000058574	SHOPPA, LLOYD H	K0002-25	80045068	**$5,850.00**
120174455	CHAPIN, ALAN	L0002-40	80045580	**$12,550.00**

Number of Accounts to Levy **4** **Total Balance Outstanding:** **$44,400.00**

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Resolution Letter	Sidewalk Repair Assessments

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	2/9/2023 - 4:09 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Sidewalk Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000099280	BROWN, FRANSICSO	F0046-16	01331282	**$3,031.25**
000099599	MAD PROPERTIES COOPERATIVE	J0029-13	80047462	**$880.00**
300204956	BRIGGS, BOBBY A	G0004-36	80047464	**$6,092.00**
300110423	DODGE, DONNA	H0043-02	80047472	**$1,355.00**
300218162	KRAMBECK, GARY	A0001D33	80047475	**$250.00**
000099603	BURROUGHS, DANNY	A0045-28	80047476	**$431.25**
300229463	VIETNAMESE EVANGELICAL CHURCH	W0317-01	80047477	**$15,254.00**
300164140	NEPSHA, JOHN	J0051-18	80047480	**$250.00**
000094351	430 E 31ST ST LLC	C0002-09	80047482	**$1,373.75**
000099607	LAFRENZ, MICHAEL	J0010-29	80047485	**$1,387.50**
000095492	ROBERT FISHER	O1619A76	80047486	**$500.00**

Number of Accounts to Levy **11** **Total Balance Outstanding:** **$30,804.75**

City of Davenport

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

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Tree Removal

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	2/9/2023 - 4:09 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 0%. All assessments bear interest at the current rate of 0%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Tree Removal Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300150800	ZINGER, BRENDA	M1512D15	01330542	**$2,000.00**
300134752	ZUMWALT, KATHARINE	K0018-09	01330848	**$1,000.00**
300141260	WEATHERLY, GARY	B0063-33	01331079	**$1,500.00**
000090377	DANIEL CARTER	A0008D02A	01331080	**$2,000.00**
000085309	JEFF OCHELTREE	D0044-06	01331081	**$700.00**
300121870	BOYCE, LORETHA	X0253A07	01331500	**$3,400.00**
300259841	POSTEN, BRADLEY	J0062-27	01331706	**$3,400.00**
300192063	OHEARN, PATRICK	N1813D18	01331727	**$2,800.00**
300055625	HUSS, HELEN M	W0907D32	01331728	**$1,300.00**
000055566	JOAN MALLONEE	A0007B12	01331729	**$2,000.00**
300123539	OEHRLEIN, PAUL G	B0010-22	80043651	**$425.00**
000054557	ASHLEY GATHERIGTH	X1119B13	80045709	**$300.00**

Number of Accounts to Levy **12** **Total Balance Outstanding:** **$20,825.00**

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

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

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution
	Backup Material	Weed Cutting

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	2/9/2023 - 4:11 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

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

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Weed Cutting Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300189000	EVELAND, GREG	G0037-05	80043329	**$185.00**
000078968	SAMUEL, MICHAEL	G0046-27	80043331	**$185.00**
000072103	SCHMALZ, GARY	F0021-44	80043333	**$185.00**
000054452	WARICK, KRIS	F0035-05	80043335	**$185.00**
000095564	TRENTON LANE SMITH	G0032-06	80043337	**$185.00**
000085877	ENTERPRISES, KERR	F0050-23B	80043339	**$185.00**
000076178	MUIR PASS LLC	K0032-01	80043343	**$185.00**
300108473	STAGGS, DEANNA M	J0024-01	80043349	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-29	80043351	**$185.00**
120165410	THOMAS, STACEY L	E0017-28	80043355	**$185.00**
300020159	SCHMITZ, DELORES A	G0008-22	80043357	**$115.00**
000078580	JENSMA, KEN	G0037-02	80043359	**$185.00**
300135400	LACY, LINDA L	F0047-34	80043363	**$185.00**
000043229	COBERLY, ELIJAH J	G0046-28	80043367	**$185.00**
810002933	NICOLAS MALONGA	J0024-02	80043371	**$185.00**
300010533	LINDSAY, RUSSELL S	J0025-02	80043373	**$185.00**
300255488	BAKER, KARLY	C0047-01	80043375	**$185.00**
300073899	WIXOM, LINDA	G0019-18	80043377	**$185.00**
000058898	MARGO JOHNSON	B0022-40	80043379	**$185.00**
300121417	BRITTON, DAVID LEE	G0037-10	80043383	**$185.00**
000086308	DAVID KUNDERT	G0017-24	80043385	**$185.00**
300213863	MCCRACKEN, GREGORY S	G0046-25	80043389	**$185.00**
000091939	JAGGER JARRELS	M1512B37	80043395	**$185.00**
000150800	JBB ENTERPRISES LLC	G0037-07	80043399	**$170.50**
300123539	OEHRLEIN, PAUL G	B0010-22	80043405	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-30	80043409	**$185.00**
000091769	TREVOR CEE	C0034-06	80043411	**$185.00**
000056113	CINDAR, MICHAEL	E0003-13	80043415	**$185.00**
300059193	SMITH, JEREMIAH	E0017-16	80043417	**$185.00**
810001288	GADZIK JAMES STANLEY	E0012-21	80043419	**$185.00**
300148789	CRIBBS, BETTY	G0037-13	80043421	**$185.00**
000151057	HICKMAN, ALBERTA	F0037-07	80043423	**$185.00**
120242609	WHITAKER, SUZANNE L	F0030-25	80043425	**$185.00**
300106885	PEARCE, KATHLEEN M	M1512B06	80043431	**$185.00**

000078969	NO BOUNDRY LLC	F0034-08	80043449	**$185.00**
300019828	KURTZ, JOSEPH R	H0039-07	80043571	**$185.00**
120207186	PARKS, SCOTT	G0045-16	80043573	**$185.00**
000073937	GALLEGOS, MARCO L	G0035-10	80043575	**$185.00**
000078725	ATLAS REAL ESTATE	O2107-01C	80043577	**$185.00**
000064161	HEATHERTON COOPERATIVE	O2101C26	80043579	**$185.00**
000078725	ATLAS REAL ESTATE	O2107-01D	80043581	**$185.00**
000087393	OJEAH, JEREY	K0007-29	80043583	**$185.00**
000073937	GALLEGOS, MARCO L	G0035-09	80043591	**$185.00**
000078725	ATLAS REAL ESTATE	O2101-01E	80043593	**$185.00**
000071909	INVESTMENTS LLC, MMTL	R0508-32	80043595	**$185.00**
000078725	ATLAS REAL ESTATE	O2107-01A	80043597	**$185.00**
300262181	SODEMANN DAVID	G0043-26	80043599	**$185.00**
300021999	MORINING, GUNNIE JR	G0043-15	80043601	**$185.00**
300202498	HAINES, DONNA J	H0043-24	80043603	**$185.00**
300256542	PARROW, DAVID	H0041-04	80043605	**$185.00**
000082059	EAGLE NEST CAPITAL LLC	G0045-38	80043611	**$185.00**
300013566	BROWN, LEGOURRI S	J0022-42	80043615	**$185.00**
000078725	ATLAS REAL ESTATE	O2108-01	80043621	**$185.00**
120136461	WYATT, DARIN A	G0043-25	80043623	**$185.00**
000082144	CHRISTOPHER BROADIE	I0007D32	80043625	**$185.00**
000068871	BROWNE, THEODORE	H0058-08	80043833	**$185.00**
000084213	END OF THE ROAD LLC	H0048-24	80043835	**$185.00**
000068871	BROWNE, THEODORE	H0058-07	80043837	**$185.00**
400001301	NGUYEN INC	G0036-03	80043843	**$185.00**
300180851	STONE, RONALD H	J0029-04	80043845	**$185.00**
000068850	D6 DEVELOPMENT	N1810-06	80043847	**$395.00**
000093582	NDAYIRAGIJE, JOHNAPELTE	G0027-38	80043851	**$185.00**
810000279	BERTHYL HOLDINGS LLC	G0019-17	80043853	**$185.00**
300132913	BENNAMON, KENNETH	H0053-24	80043855	**$185.00**
300106783	RHOMBERG, PENNY BUZZE	G0043-24	80043857	**$185.00**
000054061	LEE DUNCAN	J0018-15	80043861	**$185.00**
000068871	BROWNE, THEODORE	H0058-09	80043863	**$185.00**
000064675	ANDERSON, DEREK A	W0316-06	80043865	**$185.00**
300248612	HINKLE, DAVID R	A0036-16	80043867	**$185.00**
000012667	HALLMAN, HAZIE M	F0031-38	80043869	**$185.00**
400001301	NGUYEN INC	G0036-19	80043871	**$185.00**
120238976	HOMECOMINGS FINANCIAL LLC	G0013-10	80043873	**$185.00**
000083151	KOPP, CHRIS	G0036-23	80043875	**$185.00**
300011029	WILKINS, LEROY M	R0413-09	80043877	**$185.00**
120247037	ROBINSON, JACK L	F0019-08	80043879	**$185.00**

300235332	KINNAIRD, DANIEL	G0036-15	80043885	**$185.00**
300212662	SHREVE, DAVID	W0315-41	80043887	**$185.00**
000151725	STEVERSON, MARVELL	G0043-28	80043889	**$185.00**
000066780	RESIDENTIAL EQUITY PARTNERS LL	G0030-30	80043893	**$185.00**
000053216	TRAN, DUNG	J0047A11	80043897	**$185.00**
000084615	229 WASHINGTON ST TRUST	K0007-01	80043899	**$185.00**
000062293	SHIRLEY EDMONDS	G0020-24	80043903	**$185.00**
300185803	SHILLIG, DARCY	F0019-09	80043905	**$185.00**
000084213	END OF THE ROAD LLC	G0027-21	80043907	**$185.00**
000054583	PROPERTY GROUP LLC	S3005-45L	80044141	**$185.00**
000085878	WJH LLC	S3005-52L	80044143	**$185.00**
300090031	WULF, DONNIE	J0062-22	80044145	**$185.00**
000096984	CIFF001A LLC	F0048-30	80044147	**$185.00**
810004040	UNITED NEIGHBORS INC	F0018-04	80044149	**$185.00**
300185271	WITT, MICHAEL	F0047-16	80044151	**$185.00**
000085878	WJH LLC	S3005-47L	80044153	**$185.00**
300179746	ROSINE, DAVID	F0013-14	80044155	**$185.00**
000085878	WJH LLC	S3005-54L	80044157	**$185.00**
000084218	SGA CAPITAL HOLDINGS LLC	F0047-05A	80044161	**$185.00**
000084305	BITZER, ROYCE	H0056-82	80044163	**$185.00**
000005876	HANSON, RONALD R	F0033-29	80044167	**$185.00**
000152228	SOUNTRIS, VIVIAN L	F0032-02	80044169	**$185.00**
000098112	HOANG, LILY	H0042-21	80044171	**$185.00**
000039705	COINER, MICHAEL S / LIVING OUR	H0063-21	80044173	**$185.00**
000023990	MENGLER, MYLA	F0029-23	80044175	**$185.00**
120187947	TROXEL, GLENDA JEANNE	H0045-19	80044177	**$185.00**
000054422	WALDRIP, SHILO	K0006-36	80044179	**$185.00**
000087439	FREEMAN, JOSHUA	31845-05	80044181	**$185.00**
120223102	KURSCHAT, CLAUDIO W	F0048-18	80044183	**$185.00**
000056530	JASON WIESE	J0023-07	80044185	**$185.00**
000085878	WJH LLC	S3005-53L	80044189	**$185.00**
300108473	STAGGS, DEANNA M	J0024-01	80044191	**$185.00**
300222863	ADKINS, MAUREEN	G0035-32	80044193	**$335.00**
810002933	NICOLAS MALONGA	J0024-02	80044195	**$185.00**
000085853	BURKE, EMILY	J0051-31	80044197	**$185.00**
000052679	TARA SHELTON	J0053-01	80044199	**$185.00**
120207186	PARKS, SCOTT	F0044-17	80044201	**$185.00**
000069423	RAJAK RANDHAWA	X0251B19	80044203	**$185.00**
300264692	LA MILLER & ASSOC	F0015-18	80044205	**$185.00**
000051870	DAVID CRAFT II	G0047-18	80044209	**$260.00**
000075605	CALVIN CLEVENGER	F0033-25	80044213	**$185.00**

300190876	RILEY, ELIZABETH A	R0402-30	80044217	**$185.00**
000085878	WJH LLC	S3005-51L	80044219	**$185.00**
000073640	HOMES MIDWEST LLC, STEWARDSHI	R0509-03	80044221	**$185.00**
000082432	DANIEL LOWE	H0064-37	80044223	**$185.00**
300075545	PHILLIPS, MIRIAM	G0035-39	80044225	**$260.00**
300258874	GRANADO, EMETERIO	F0029-18	80044227	**$185.00**
300214189	ENTERPRISE ACCEPTANCE CO LLC	L0005-21	80044229	**$185.00**
300059193	SMITH, JEREMIAH	F0031-31	80044231	**$185.00**
000089293	NICHOLAS STRINGER	R0508-11	80044235	**$185.00**
120223710	WALKER, MARY L	F0023-23	80044237	**$185.00**
000085878	WJH LLC	S3005-46L	80044239	**$185.00**
800003884	KNIGHTS OF PYTHIES	L0001-28	80044243	**$185.00**
300070144	SWAIN, HOWARD E	J0050-03	80044245	**$885.00**
000093859	CURTIS, JASON	E0022-01	80044247	**$185.00**
000085878	WJH LLC	S3005-48L	80044249	**$185.00**
300235347	LYNN GEERTS	F0050-14	80044255	**$185.00**
300222863	ADKINS, MAUREEN	G0035-34	80044257	**$185.00**
000050192	PROPERTY GROUP LLC	S3005-44L	80044261	**$185.00**
000085878	WJH LLC	S3005-50L	80044263	**$185.00**
300075545	PHILLIPS, MIRIAM	G0035-38	80044267	**$185.00**
300222863	ADKINS, MAUREEN	G0035-35	80044273	**$260.00**
000085878	WJH LLC	S3005-49L	80044275	**$185.00**
000091600	MFN INVESTMENTS LLC	E0030-09	80044293	**$185.00**
000090176	GFESSER, JAKE	O2101C25	80044295	**$185.00**
000094318	WILSON, CHOW	W1019C48A	80044316	**$185.00**
000085870	ISMAIL, RAMY	F0011-07	80044322	**$185.00**
000077480	CALIBER HOME LOANS INC	H0041-13	80044324	**$185.00**
000061266	ARTHUR, JOSEPH	G0052-33	80044326	**$185.00**
000061266	ARTHUR, JOSEPH	G0052-34	80044328	**$185.00**
000079756	FISHER, MICHAEL	F0044-30	80044330	**$185.00**
300219395	OLSON, ROLLAND	H0061-33	80044332	**$185.00**
300006845	ENTLER, DORIS M	B0048-05	80044334	**$185.00**
300027546	BIXBY, RUSSELL M	W1019C07A	80044336	**$185.00**
000053276	JOHNSON, JEREMIAH	F0044-23	80044338	**$185.00**
000152069	LOVE, ZONA R	H0039-09	80044340	**$185.00**
000018462	THE BEAUTY OF NEW BEGINNINGS L	G0037-19	80044342	**$185.00**
000080000	RICKY GLOSSIP	C0002-42	80044346	**$185.00**
000061123	DENNIS FUESSEL	F0011-16	80044348	**$185.00**
300059186	SIMATOVICH, GENE	U0953-15	80044350	**$185.00**
000079746	LUND, MISTY	G0052-39C	80044356	**$185.00**
000061266	ARTHUR, JOSEPH	G0052-35	80044364	**$185.00**

000066780	RESIDENTIAL EQUITY PARTNERS LL	H0056-65	80044366	**$260.00**
000084599	MCADEN, HENRY	G0038-27	80044370	**$185.00**
000093605	NO BOUNDRY	C0062-40	80044372	**$185.00**
000088049	DEKHEAD PROPERTIES LLC	20607-07	80044374	**$185.00**
000096699	TRENTON VOGELE	W1017D05	80044378	**$185.00**
000073937	GALLEGOS, MARCO L	G0035-12	80044380	**$185.00**
000057997	STEPHANIE JONES	A0045-17	80044382	**$185.00**
300261340	NISSEN, MARK	I0035-77A	80044384	**$185.00**
000093625	CHINA HARRINGTON	H0012-12	80044386	**$185.00**
300220025	DEMOLITION DAVENPORT INC	L0015A09	80044388	**$185.00**
120188485	CYCLONE DEVELOPMENT	H0052-68	80044392	**$185.00**
400004156	PRICE, HELEN	F0028-20	80044394	**$185.00**
120239627	MIDFIRST BANK	H0026-23	80044446	**$185.00**
000093601	GURU NANAK PROPERTY IOWA INC	N2002B02	80044448	**$320.00**
300261072	STANLEY SPEED	W0301-27	80044450	**$185.00**
810002416	KATHLEEN LONGSHORE	F0017-03	80044634	**$185.00**
000069742	MIDWEST CRAFT DISTRIBUTORS INC	F0037-21	80044636	**$185.00**
300231366	STEAK & SHAKE RESTAURANT #686	O1633-03B	80044640	**$320.00**
000082144	CHRISTOPHER BROADIE	I0007D32	80044642	**$185.00**
000043463	HERNANDEZ, ISRAEL	H0025-27	80044646	**$185.00**
300263639	WHITMER, MARLIN	X0253B21	80044648	**$185.00**
300210451	MOLO QUINT LLC	X1123-03G	80044652	**$320.00**
300188156	LOTZ, SCOTT A	A0064-37	80044656	**$185.00**
000068437	MID AMERICAN ENERGY COMPANY	O2102-01C	80044658	**$185.00**
000085878	WJH LLC	O1601-15A	80044662	**$185.00**
120137063	MOELLER, GLEN A	Y0433-17F	80044666	**$185.00**
000073965	AHIMSA LLC	K0007-32	80044668	**$185.00**
000057456	QC EQUITY INVESTMENTS LLC	Y0501A04	80044670	**$320.00**
810001341	GETMAN JAMES	A0007D04	80044672	**$185.00**
000094316	STEELE, AMY	H0025-21	80044676	**$185.00**
000085878	WJH LLC	O1601-11A	80044678	**$185.00**
000098103	LOAN CARE LLC	O1639B37	80044682	**$185.00**
000092573	BASSFORD CONTRUCTION, LLC	C0020-61	80044684	**$185.00**
300259936	OSWALT, PATSY J	P1113A03	80044686	**$185.00**
300214445	TLC PROPERTIES	X1107-01	80044692	**$185.00**
000088849	MCCALLUM, MEGHAN	G0045-24	80044694	**$185.00**
000022972	DEBOURCY, SKI	P1113D31	80044702	**$185.00**
000057456	QC EQUITY INVESTMENTS LLC	Y0517A05	80044704	**$320.00**
000095545	MHP 2216 LINCOLN ST LLC	O1633-10C	80044706	**$185.00**
300231590	GRIFFITH, JILLIAN	C0055-14	80044708	**$185.00**
300012864	IMMING, SCOTT	H0024-01	80044716	**$185.00**

000077746	ZACHARY POSTON	B0004-21	80044718	**$185.00**
300216097	HEBBELN, DENNIS A	H0025-02	80044722	**$115.00**
300214445	TLC PROPERTIES	O2102-01B	80044732	**$185.00**
300212662	SHREVE, DAVID	W0315-41	80044740	**$185.00**
300152416	MCDONALD, JUNIOR	J0011-36	80044780	**$185.00**
300074822	ANDERSON, DOREYNE F	H0051-02	80044782	**$185.00**
120239627	MIDFIRST BANK	H0006-03	80044784	**$185.00**
000064031	KARIN MUETHER	G0045-08	80044804	**$185.00**
300261233	RYAN JOHNSON PROPERTIES	R0509-28	80044806	**$185.00**
000082059	EAGLE NEST CAPITAL LLC	G0045-38	80044808	**$185.00**
000069423	RAJAK RANDHAWA	X0251B19	80044810	**$185.00**
000063686	ANDREW WOLD INVESTMENTS LLC	E0013-03	80044814	**$185.00**
300100191	MILLS, RICHARD	J0026-23	80044816	**$185.00**
300217649	HAMM, BECKY	E0018-16	80044818	**$185.00**
000035967	WHITE, TERRY L	R0402-10	80044820	**$185.00**
000087774	THE GRAND HOUSE	F0019-51	80044822	**$185.00**
000069907	MUNN, BUGE	J0010-27	80044824	**$185.00**
400001301	NGUYEN INC	G0036-03	80044826	**$185.00**
000056694	CHARLES VAN FOSSEN	F0036-05	80044832	**$185.00**
000072326	JOSHUA MASSIE	O2107D43	80044838	**$185.00**
300265229	BURNS, JESSE T /QC RES	X0251A24	80044842	**$185.00**
000087807	HH CAPITAL LLC	G0013-16	80044844	**$185.00**
000002441	BROWN, MARK	F0003-42	80044846	**$185.00**
000093592	CITY VISION NATIONAL REVITALIZ	E0016-38	80044852	**$185.00**
000061561	SMITH, SONYA J	E0017-21	80044854	**$185.00**
300204868	FORD, RANDOLPH S	F0015-28	80044856	**$185.00**
400001301	NGUYEN INC	G0036-19	80044858	**$185.00**
300248612	HINKLE, DAVID R	A0036-16	80045006	**$185.00**
300059193	SMITH, JEREMIAH	E0017-16	80045014	**$185.00**
000060742	JOHNSON, TAMARA R	F0017-05	80045016	**$185.00**
000088914	JOHNSON, TAMARA	F0017-09	80045018	**$185.00**
000088914	JOHNSON, TAMARA	F0017-09	80045020	**$185.00**
000062019	FRUITWOOD TRUST	F0022-25	80045022	**$320.00**
300148789	CRIBBS, BETTY	G0037-13	80045024	**$185.00**
000151725	STEVERSON, MARVELL	G0043-28	80045026	**$185.00**
120207186	PARKS, SCOTT	G0045-16	80045028	**$185.00**
300235991	LAMAR, JAMES	H0003-04	80045032	**$185.00**
300012864	IMMING, SCOTT	H0024-01	80045034	**$185.00**
000097318	HAWTHORNE 96B, LLC	O2101A13	80045072	**$185.00**
000097318	HAWTHORNE 96B, LLC	O2101A14	80045074	**$185.00**
000098166	AHHE COATING LLC	P1414C14C	80045078	**$185.00**

000098166	AHHE COATING LLC	P1414C15D	80045080	**$185.00**
120242609	WHITAKER, SUZANNE L	F0030-25	80045111	**$185.00**
300251297	NORTON, ERIC	E0011-20	80045113	**$185.00**
300185803	SHILLIG, DARCY	F0019-09	80045115	**$185.00**
000098471	DIAL-OAK CREEK LLC	X0249-OLC	80045119	**$185.00**
300199741	JAMES TAYLOE	F0040-20	80045121	**$185.00**
000095069	E&A ENTERPRISES LLC	N0855A02	80045123	**$185.00**
000068178	KOEHLER, CHRIS	F0045-26	80045127	**$185.00**
120207186	PARKS, SCOTT	F0044-17	80045129	**$185.00**
300135400	LACY, LINDA L	F0047-34	80045131	**$185.00**
120165410	THOMAS, STACEY L	E0017-28	80045133	**$185.00**
000095545	MHP 2216 LINCOLN ST LLC	O1633-10C	80045135	**$185.00**
000098473	RUTH DUTCH HOMES LLC	F0025-07	80045137	**$455.00**
000051448	QCA HOLDINGS	F0003-31	80045139	**$185.00**
120219483	TAYLOR, DEREK	F0007-39	80045141	**$185.00**
300258874	GRANADO, EMETERIO	F0029-18	80045143	**$185.00**
000054841	BIG BEND ENTERPRISES	O2102D02	80045149	**$185.00**
000070593	QUIET CAPITAL	F0001-22	80045151	**$185.00**
000086439	SLM IOWA INVESTMENTS LLC	F0029-15	80045153	**$185.00**
120247037	ROBINSON, JACK L	F0019-08	80045157	**$185.00**
000047983	CARLSON, BRYAN L	G0008-17	80045161	**$185.00**
000026214	DAVIS, GLEN O	F0044-04	80045163	**$185.00**
000068752	LLTJ	G0043-27	80045167	**$185.00**
300161485	BURROUGHS, MIGNON R	F0011-37	80045171	**$185.00**
810000387	BRENDA GRIEBAHN	B0043-26	80045179	**$185.00**
000071183	PEIRSON FRANCHOT	C0064-35	80045181	**$185.00**
000087449	SAPHAN INVESTMENTS LLC	B0063-52	80045183	**$185.00**
000062293	SHIRLEY EDMONDS	G0020-24	80045185	**$185.00**
000043463	HERNANDEZ, ISRAEL	H0025-27	80045191	**$320.00**
000012667	HALLMAN, HAZIE M	F0031-38	80045201	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-30	80045241	**$185.00**
000085870	ISMAIL, RAMY	F0031-28	80045271	**$185.00**
300179746	ROSINE, DAVID	F0013-14	80045273	**$185.00**
300121417	BRITTON, DAVID LEE	G0037-10	80045275	**$185.00**
300018987	BARNHILL, DAVID	C0004-54	80045277	**$185.00**
000066335	MMTL INVESTMENTS LLC	F0063-10	80045279	**$320.00**
300214189	ENTERPRISE ACCEPTANCE CO LLC	L0005-21	80045281	**$185.00**
400000809	MCCABE, CYNTHIA	C0019-46	80045289	**$185.00**
120111516	ORR, TYRONE	G0037-22	80045293	**$185.00**
000093838	DAVENPORT HOTEL LLC	L0007-26	80045295	**$185.00**
120204501	BENSON, BERNARD B	G0037-23	80045301	**$185.00**

000068040	ADAM ANDERSON	F0009-44	80045303	**$185.00**
000087449	SAPHAN INVESTMENTS LLC	G0009-23	80045309	**$260.00**
000093859	CURTIS, JASON	E0022-01	80045311	**$185.00**
400004156	PRICE, HELEN	F0028-20	80045313	**$185.00**
300203051	RUDD, KRISTY	B0057-04	80045315	**$185.00**
000096296	BENJAMIN AVILA	G0038-36B	80045317	**$185.00**
000073302	NEVLACSEK, LORENCE J	E0015-10	80045319	**$185.00**
000078608	QC INVESTMENT PROPERTY GROUP	E0031-24	80045321	**$185.00**
120111516	ORR, TYRONE	G0027-37	80045327	**$185.00**
000093838	DAVENPORT HOTEL LLC	L0007-25	80045329	**$185.00**
000097368	CINOTTO, ZACK	F0033-19	80045335	**$185.00**
300251236	MATTHYS, ANTHONY	C0052-36	80045337	**$185.00**
300189000	EVELAND, GREG	G0037-05	80045339	**$185.00**
000076368	TYLOR SMITH	C0063-41	80045341	**$185.00**
000077856	SARAH TAYLOR	F0018-30	80045343	**$185.00**
000086308	DAVID KUNDERT	G0017-24	80045345	**$185.00**
000050192	PROPERTY GROUP LLC	S3005-44L	80045347	**$185.00**
000077114	ELIZABETH MARTIN	F0017-36	80045351	**$185.00**
000054583	PROPERTY GROUP LLC	S3005-45L	80045353	**$185.00**
300192987	MUHS, DAVID	B0055-28A	80045357	**$185.00**
000063686	ANDREW WOLD INVESTMENTS LLC	L0007-24	80045361	**$185.00**
000069742	MIDWEST CRAFT DISTRIBUTORS INC	F0037-21	80045363	**$185.00**
400001301	NGUYEN INC	C0059-11	80045367	**$185.00**
000084213	END OF THE ROAD LLC	G0027-21	80045371	**$185.00**
000090370	MICHELLE GASKIN	A0034-41	80045373	**$185.00**
000093838	DAVENPORT HOTEL LLC	L0007-28	80045377	**$185.00**
120204501	BENSON, BERNARD B	G0037-24	80045379	**$185.00**
000093571	SINGH, JASWINDER	C0017-43	80045381	**$185.00**
300237193	WILLIAMS, LINDA	D0062-37	80045383	**$185.00**
000093838	DAVENPORT HOTEL LLC	L0007-25A	80045385	**$185.00**
000151057	HICKMAN, ALBERTA	F0037-07	80045387	**$185.00**
000063686	ANDREW WOLD INVESTMENTS LLC	G0054-40	80045407	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-29	80045427	**$185.00**
000095109	HODGES, RYAN	H0047-01	80045431	**$185.00**
300190876	RILEY, ELIZABETH A	R0402-30	80045437	**$185.00**
000043708	GLAUS, ERLE	W0303-22B	80045441	**$320.00**
300108473	STAGGS, DEANNA M	J0024-01	80045443	**$185.00**
000067806	SCOTT HOWIE	G0019-31	80045445	**$185.00**
000067630	NATHAN WEAVER	I0055-02	80045447	**$185.00**
810002769	MINASIAN REI LLC	H0048-22	80045451	**$185.00**
000087439	FREEMAN, JOSHUA	31845-05	80045455	**$185.00**

000078969	NO BOUNDRY LLC	K0008-21	80045459	**$185.00**
000098858	BAHNSCO PROPERTIES LLC	P1212-05	80045461	**$320.00**
300019828	KURTZ, JOSEPH R	H0039-07	80045463	**$185.00**
000098486	SPECIALIZED LOAN SERVICING LLC	N1813D18	80045467	**$485.00**
000051222	LIVING QUARTERS FOR DOLLARS	L0001-12	80045469	**$185.00**
120100422	FERNANDEZ, MARK	H0063-06	80045471	**$185.00**
000094728	TURCIOS, VICTOR	H0062-06	80045473	**$185.00**
300214287	PROPERTY MANAGEMENT & DEVELO	K0002-06	80045475	**$185.00**
810002933	NICOLAS MALONGA	J0024-02	80045477	**$185.00**
000076217	HOMEUNION INC	H0049-14	80045481	**$185.00**
000087393	OJEAH, JEREY	K0007-29	80045483	**$185.00**
000089227	SB REAL ESTATE	W0305-07B	80045485	**$320.00**
000090514	CLAUDINE MONROE CHIN	J0025-32	80045487	**$185.00**
300070144	SWAIN, HOWARD E	J0050-03	80045489	**$185.00**
000082432	DANIEL LOWE	H0064-37	80045491	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-29	80045519	**$185.00**
000082745	NO BOUNDRY, LLC	G0051-17	80045521	**$185.00**
000098856	ACC 161 LLC	C0047-01	80045523	**$185.00**
000054610	KENNETH BROOKS	B0009-38	80045542	**$185.00**
000077746	ZACHARY POSTON	B0004-21	80045546	**$185.00**
000093601	GURU NANAK PROPERTY IOWA INC	W0305A01	80045552	**$455.00**
000081495	JAMIE DOUGHTY	B0010-05	80045558	**$260.00**
300171471	HOUGLAND, SARA B	B0009-03	80045568	**$185.00**
300224637	PORRO, MICHAEL	B0008-45	80045570	**$185.00**
300123539	OEHRLEIN, PAUL G	B0010-22	80045576	**$185.00**
000051463	LINDA ALDRICH	B0009-19	80045578	**$185.00**
300027546	BIXBY, RUSSELL M	W1019C07A	80045635	**$185.00**
300265218	KNEPEL, KATHRYN R	B0022-36	80045641	**$185.00**
300212662	SHREVE, DAVID	W0315-41	80045645	**$185.00**
000020802	SCENIC CONSTRUCTION LLC	X0235D35	80045659	**$185.00**
300258879	GARRETT LIVING TRUST	C0051-37B	80045661	**$185.00**
300002172	POWERS, JULIE S	A0036-27	80045669	**$185.00**
000098884	JOHNSON, MARGO	B0022-40	80045671	**$185.00**
300038216	BAKER, JANICE J	N0715A01	80045673	**$185.00**
120239627	MIDFIRST BANK	H0006-03	80045675	**$185.00**
000087174	ALEC GIMM	F0004-36	80045677	**$185.00**
000090377	DANIEL CARTER	A0008D02A	80045679	**$185.00**
000020802	SCENIC CONSTRUCTION LLC	X0235D34	80045681	**$185.00**
000082820	RUPP, PAT	C0005-12	80045683	**$185.00**
300132913	BENNAMON, KENNETH	H0053-24	80045846	**$185.00**
000036225	TAYLOR, SANDY	G0046-42	80045848	**$600.00**

000024585	RALEY, DAN O	G0021-32	80045850	**$185.00**
300095572	RIEDELL, DUANE A	F0062-09A	80045852	**$185.00**
120223102	KURSCHAT, CLAUDIO W	F0048-18	80045854	**$185.00**
300010533	LINDSAY, RUSSELL S	J0025-02	80045856	**$185.00**
000061123	DENNIS FUESSEL	F0011-16	80045858	**$185.00**
000070593	QUIET CAPITAL	G0048-14	80045860	**$385.00**
120188485	CYCLONE DEVELOPMENT	H0052-68	80045862	**$185.00**
300244678	BULLOCK, TOM	H0061-04	80045864	**$185.00**
000052679	TARA SHELTON	J0053-01	80045866	**$185.00**
000076172	RE JBE LLC	K0007-36	80045868	**$185.00**
000084213	END OF THE ROAD LLC	H0048-24	80045870	**$185.00**
300239607	MEISENBURG, DENNIS	H0064-48	80045872	**$185.00**
300217041	HOLMES, GLORIA	G0052-50	80045874	**$185.00**
000096967	HUGAERT, CODY	K0019-45	80045878	**$185.00**
000039705	COINER, MICHAEL S / LIVING OUR	H0063-21	80045880	**$185.00**
000062019	FRUITWOOD TRUST	F0022-25	80045884	**$185.00**
000074613	FUTURE CAPITAL	G0023-51	80045888	**$185.00**
000070593	QUIET CAPITAL	G0020-27A	80045890	**$185.00**
300043765	LINDSAY, JOSEPH L	J0025-10	80045892	**$185.00**
300262181	SODEMANN DAVID	G0043-26	80045894	**$185.00**
120136461	WYATT, DARIN A	G0043-25	80045896	**$185.00**
300022584	COUCH, BERTHA S	G0030-25	80045900	**$185.00**
300250282	HIMEBAUGH, KEN D	J0050-06	80045902	**$185.00**
300257093	STOCK, ANTHONY	G0030-24	80045906	**$185.00**
000085870	ISMAIL, RAMY	F0011-07	80045908	**$185.00**
800003562	JACKSON, JCHEMELA	G0028-13	80045914	**$335.00**
120207186	PARKS, SCOTT	F0044-17	80045916	**$185.00**
000084599	MCADEN, HENRY	G0038-27	80045920	**$260.00**
300008382	JOHNSON, JACQUELINE	H0049-11	80045922	**$185.00**
000060742	JOHNSON, TAMARA R	F0017-05	80045926	**$185.00**
000069423	RAJAK RANDHAWA	X0251B19	80046097	**$185.00**
300204828	HAMILTON, BRAD	C0019-50	80046099	**$185.00**
300185131	STOLTENBERG, NED	P1111D07	80046101	**$185.00**
300249730	NEIGHBORHOOD HOUSING SERVICES	J0025-52	80046103	**$185.00**
000088870	IHG DAVENPORT HOLDINGS LLC	C0045-01	80046111	**$185.00**
000053142	SMITH CAVAN	W0905B12	80046113	**$185.00**
300126359	AVEY, VALERIE JEAN	E0005-26	80046115	**$185.00**
000098486	SPECIALIZED LOAN SERVICING LLC	N1813D18	80046117	**$185.00**
000080544	DYLAN PANOZZO	X0253A08	80046119	**$185.00**
300085328	TAYLOR, THEODORE	C0028-31	80046121	**$185.00**
000094332	FRANISCO, GONZALEZ	J0007-02	80046125	**$185.00**

300217549	ATZEN, NICHOLAS R	W0316-29	80046127	**$185.00**
000069907	MUNN, BUGE	J0010-27	80046129	**$185.00**
300261233	RYAN JOHNSON PROPERTIES	R0509-28	80046131	**$185.00**
000074191	FUTURE CAPITAL LLC	F0025-03	80046135	**$185.00**
000098917	HANSEN, STELLA	F0008-19	80046139	**$185.00**
000063686	ANDREW WOLD INVESTMENTS LLC	E0021-46	80046141	**$185.00**
000062417	REBECCA RAMKER	C0059-18	80046143	**$185.00**
000078813	LANG II, LUCKY A	F0008-18	80046145	**$185.00**
300095417	MEADE, JUDI R	X0253D13	80046147	**$185.00**
300124181	MCMAHON, ROBERT	W0905B21	80046149	**$185.00**
300262152	MOORMAN, ROBIN	W0301-03	80046151	**$185.00**
000096853	MICHELLE BURGHER	U0953-51A	80046153	**$455.00**
300246646	SASS, CORD	J0040-19	80046155	**$185.00**
000064920	JAMES QUIST	F0029-13	80046187	**$185.00**
000087114	QUECK CAPITAL MANAGMENT	W1019D39	80046191	**$185.00**
000098921	DOHRMANN, STEPHEN	W0316-52	80046193	**$185.00**
000056721	CAHILL, JAMES T	G0036-18	80046215	**$185.00**
000079746	LUND, MISTY	G0052-39C	80046217	**$185.00**
000094129	SCOTT STREETS	P1114C16	80046219	**$185.00**
300121417	BRITTON, DAVID LEE	G0037-10	80046221	**$185.00**
300264692	LA MILLER & ASSOC	F0015-18	80046223	**$185.00**
300248612	HINKLE, DAVID R	A0036-16	80046225	**$185.00**
000084213	END OF THE ROAD LLC	G0027-21	80046227	**$185.00**
000079749	XL DEVELOPMENT LLC	J0021-24	80046229	**$185.00**
000066780	RESIDENTIAL EQUITY PARTNERS LL	G0030-30	80046231	**$185.00**
000065752	DENEISE HARVEY	O2105C06	80046233	**$185.00**
000082059	EAGLE NEST CAPITAL LLC	G0045-38	80046235	**$185.00**
810004040	UNITED NEIGHBORS INC	F0018-04	80046237	**$185.00**
120111516	ORR, TYRONE	G0027-37	80046239	**$185.00**
000068752	LLTJ	G0043-27	80046241	**$185.00**
000077102	GIOVANNI RIOS	J0020-22	80046243	**$185.00**
300148789	CRIBBS, BETTY	G0037-13	80046247	**$185.00**
000064031	KARIN MUETHER	G0045-08	80046249	**$185.00**
300118736	PECK, BARRY	O1619B27	80046251	**$185.00**
000057019	MARY CAMERON	C0035-02	80046253	**$185.00**
000086308	DAVID KUNDERT	G0017-24	80046257	**$185.00**
300256526	TRAN, NHO T	G0021-08	80046259	**$185.00**
000076635	OHL, CHRISTINE	J0064-23	80046263	**$185.00**
000099271	708 W 7ST DAV LLC	G0045-37	80046265	**$185.00**
120207186	PARKS, SCOTT	G0045-16	80046267	**$185.00**
000025832	RALEY, DANNY E	G0021-06	80046271	**$185.00**

000065752	DENEISE HARVEY	O2105C06A	80046273	**$185.00**
000063686	ANDREW WOLD INVESTMENTS LLC	E0013-03	80046275	**$185.00**
000054452	WARICK, KRIS	F0035-05	80046279	**$185.00**
000066775	RED CLOUD HOLDINGS LLC	G0003-02	80046281	**$185.00**
000093582	NDAYIRAGIJE, JOHNAPELTE	G0027-38	80046283	**$185.00**
300011029	WILKINS, LEROY M	R0413-09	80046285	**$185.00**
300021999	MORINING, GUNNIE JR	G0043-15	80046287	**$185.00**
000076483	REJEAN WAGNER	G0045-40	80046289	**$185.00**
300247980	HANSON, RONALD	G0030-03	80046291	**$260.00**
000083151	KOPP, CHRIS	G0036-23	80046293	**$185.00**
000098486	SPECIALIZED LOAN SERVICING LLC	N1813D18	80046321	**$860.00**
000050505	CHRISTOPHER CONTRERAS	C0033-15	80046342	**$185.00**
000064905	MARK BIERMAN	F0021-11	80046344	**$185.00**
000038516	BAILEY-CUSACK, VIRGINIA	C0059-22	80046346	**$250.00**
000061266	ARTHUR, JOSEPH	G0052-33	80046348	**$185.00**
300235347	LYNN GEERTS	F0050-14	80046352	**$185.00**
000062216	ROBERT WILLIAMS	F0026-17	80046356	**$185.00**
000093592	CITY VISION NATIONAL REVITALIZ	E0016-38	80046360	**$185.00**
000036108	3 WAY FARMS INC	I0005B05	80046362	**$455.00**
300264631	QC RENTAL PROPS	F0013-28	80046364	**$185.00**
300108473	STAGGS, DEANNA M	J0024-01	80046366	**$185.00**
000078021	SHAWN CIRLOS	E0003-25	80046372	**$185.00**
000064905	MARK BIERMAN	F0051-35	80046378	**$185.00**
810002769	MINASIAN REI LLC	J0024-22	80046380	**$185.00**
000090434	SAMUEL WOOTEN	O2107A12	80046382	**$185.00**
810000279	BERTHYL HOLDINGS LLC	G0019-17	80046384	**$135.00**
000084218	SGA CAPITAL HOLDINGS LLC	F0047-05A	80046386	**$185.00**
000079002	URBAN REHAB LLC	F0021-37	80046388	**$185.00**
300204868	FORD, RANDOLPH S	F0015-28	80046390	**$185.00**
000012667	HALLMAN, HAZIE M	F0031-38	80046392	**$185.00**
400004156	PRICE, HELEN	F0028-20	80046394	**$185.00**
810002933	NICOLAS MALONGA	J0024-02	80046396	**$185.00**
000083869	IDAHO HOUSING AND FINANCE ASSO	M1512B37	80046400	**$185.00**
300264327	S & H RENTAL PROPERTIES II LLC	F0019-41	80046404	**$185.00**
300263255	CIRLOS, SHAWN	E0003-25A	80046412	**$185.00**
000002441	BROWN, MARK	F0003-42	80046414	**$185.00**
000043382	WALKER, RUDOLPH V	J0008-27	80046416	**$185.00**
000062293	SHIRLEY EDMONDS	G0020-24	80046420	**$185.00**
000061266	ARTHUR, JOSEPH	G0052-35	80046422	**$185.00**
000085853	BURKE, EMILY	J0051-31	80046424	**$185.00**
000079756	FISHER, MICHAEL	F0044-30	80046426	**$185.00**

300190876	RILEY, ELIZABETH A	R0402-30	80046428	**$185.00**
000061266	ARTHUR, JOSEPH	G0052-34	80046430	**$185.00**
000088849	MCCALLUM, MEGHAN	G0045-24	80046434	**$185.00**
120242609	WHITAKER, SUZANNE L	F0030-25	80046436	**$185.00**
000091272	GARFIELD& CO LLC	G0025-03	80046440	**$185.00**
000087050	PEAK, SAMUEL	K0032-24	80046442	**$185.00**
000079433	TRIVISTA CAPITAL LLC	F0050-13	80046444	**$185.00**
000152164	KNIGHT HAWK LLC	C0051-33A	80046446	**$185.00**
000085878	WJH LLC	S3005-47L	80046640	**$185.00**
000089501	ROBERT HERMESMEYER	C0057A11	80046642	**$185.00**
000085878	WJH LLC	S3005-50L	80046644	**$185.00**
810002942	NINO HOLDING LLC SERIES 2	H0057-15	80046646	**$135.00**
000082432	DANIEL LOWE	H0064-37	80046648	**$185.00**
000089228	BIG REMODELING	G0018-09	80046650	**$185.00**
300150702	WILLIAMS, JOHNNY JR	G0022-14	80046652	**$185.00**
000051464	KEN SPRANGER	K0001-38	80046654	**$185.00**
300235332	KINNAIRD, DANIEL	G0036-15	80046658	**$185.00**
300232644	STEEN, LORI	B0023-02	80046662	**$185.00**
810002942	NINO HOLDING LLC SERIES 2	H0057-17	80046666	**$135.00**
810002942	NINO HOLDING LLC SERIES 2	H0057-14	80046668	**$135.00**
000085878	WJH LLC	S3005-46L	80046670	**$185.00**
000091600	MFN INVESTMENTS LLC	E0030-09	80046676	**$185.00**
000043229	COBERLY, ELIJAH J	G0046-28	80046678	**$185.00**
000085878	WJH LLC	S3005-54L	80046680	**$185.00**
000082057	SCHNELL, CATHERINE	G0046-24	80046684	**$185.00**
000088384	BRANDON DENOULIN	G0018-29	80046686	**$185.00**
000074613	FUTURE CAPITAL	E0031-30	80046688	**$185.00**
000085878	WJH LLC	S3005-52L	80046690	**$185.00**
300201790	ATWATER, JAMES	F0004-37	80046692	**$185.00**
000085878	WJH LLC	S3005-49L	80046694	**$185.00**
000085878	WJH LLC	S3005-53L	80046696	**$185.00**
000054583	PROPERTY GROUP LLC	S3005-45L	80046698	**$185.00**
000070593	QUIET CAPITAL	F0001-21	80046700	**$185.00**
000096984	CIFF001A LLC	F0048-31A	80046702	**$185.00**
810000022	ABBEY HOMES LLC	C0057A10	80046704	**$185.00**
300213863	MCCRACKEN, GREGORY S	G0046-25	80046708	**$185.00**
000058123	BENSON LEROY & THRESA	B0049-43	80046712	**$185.00**
000078968	SAMUEL, MICHAEL	G0046-27	80046714	**$185.00**
300007444	SPOO, JOSEPH M	H0037-13	80046716	**$185.00**
000083116	QB&R CAPITAL HOLDINGS LLC	F0051-40	80046718	**$185.00**
810002942	NINO HOLDING LLC SERIES 2	H0057-16	80046720	**$135.00**

000082610	JESUS REYNAGA	B0043-28	80046724	**$185.00**
300179746	ROSINE, DAVID	F0013-14	80046726	**$185.00**
120219483	TAYLOR, DEREK	F0007-39	80046728	**$185.00**
000085878	WJH LLC	S3005-51L	80046730	**$185.00**
120187947	TROXEL, GLENDA JEANNE	H0045-19	80046732	**$185.00**
000050192	PROPERTY GROUP LLC	S3005-44L	80046740	**$185.00**
120202197	MORELAND, KENNETH C	H0064-02	80046742	**$185.00**
000089228	BIG REMODELING	F0050-28	80046744	**$185.00**
300202345	BIXBY, MELISSA	A0045-44	80046929	**$185.00**
000078975	VOOGD & ASSOCIATES	H0050-10	80046933	**$185.00**
300212258	LAING, JACK	H0041-29	80046935	**$185.00**
300100191	MILLS, RICHARD	J0026-23	80046937	**$185.00**
810002416	KATHLEEN LONGSHORE	F0017-04	80046941	**$185.00**
000084305	BITZER, ROYCE	H0056-82	80046945	**$185.00**
000093625	CHINA HARRINGTON	H0012-12	80046949	**$185.00**
000009335	MARRAR, MOUSA	L0015-23	80046951	**$185.00**
300200907	LINK, CHRIS D	A0007B01	80046955	**$185.00**
300246545	YOUNG, KIM K	H0044-09	80046957	**$185.00**
000051209	NICHOLS, TRAVIS R	H0012-10	80046959	**$185.00**
000054422	WALDRIP, SHILO	K0006-36	80046961	**$185.00**
800003884	KNIGHTS OF PYTHIES	L0001-28	80046973	**$185.00**
300256542	PARROW, DAVID	H0041-04	80046977	**$185.00**
810002368	LLK PROPERTIES LLC	O2105B16	80046979	**$185.00**
120238976	HOMECOMINGS FINANCIAL LLC	G0013-10	80046983	**$185.00**
000047983	CARLSON, BRYAN L	G0008-17	80046985	**$185.00**
000077509	VICTOR SCARPULLA	G0019-19	80046987	**$185.00**
000060742	JOHNSON, TAMARA R	F0017-05	80046991	**$185.00**
810001315	GEARHEAD PROPERTIES LC	G0064-07	80046993	**$185.00**
120247037	ROBINSON, JACK L	F0019-08	80046995	**$185.00**
000087393	OJEAH, JEREY	K0007-29	80046999	**$185.00**
000078339	LARRY HAUFLE	A0006D27	80047001	**$260.00**
000043463	HERNANDEZ, ISRAEL	H0025-27	80047003	**$185.00**
300192987	MUHS, DAVID	B0055-28A	80047005	**$185.00**
300073899	WIXOM, LINDA	G0019-18	80047007	**$185.00**
000094956	JONAH HILL	A0007B30	80047011	**$185.00**
300258879	GARRETT LIVING TRUST	C0051-37B	80047015	**$185.00**
300070144	SWAIN, HOWARD E	J0050-03	80047017	**$185.00**
000079744	CARRINGTON MORTGAGE SERVICES	H0061-33	80047019	**$185.00**
000080449	GURU NANAK FOOD MART INC	F0002-02B	80047021	**$320.00**
000087807	HH CAPITAL LLC	G0013-16	80047023	**$185.00**
300012864	IMMING, SCOTT	H0024-01	80047029	**$185.00**

000087813	HBF GROUP 1 LLC	W0923A31	80047059	**$185.00**
000085878	WJH LLC	O1601-15A	80047061	**$185.00**
300257093	STOCK, ANTHONY	23155-04	80047063	**$900.00**
000069742	MIDWEST CRAFT DISTRIBUTORS INC	F0037-21	80047065	**$185.00**
000026214	DAVIS, GLEN O	F0044-04	80047067	**$185.00**
300214189	ENTERPRISE ACCEPTANCE CO LLC	L0005-21	80047069	**$185.00**
000072429	DAVID GRISHKA	H0049-25	80047071	**$185.00**
000084276	THOMAS, DANIEL	C0058-15	80047077	**$185.00**
000092012	MATTHEWS, BRENT	J0008-20	80047079	**$185.00**
300024932	MANGELS, ROSS E	M1512B39	80047081	**$185.00**
000074613	FUTURE CAPITAL	F0048-33A	80047083	**$185.00**
000049736	STRATTON GERALD	O1639B01	80047085	**$185.00**
300227682	IVERSON, JULIE	W0316-15	80047089	**$185.00**
000063834	PATRICK NEWHOUSE	G0027-29	80047093	**$255.00**
300006845	ENTLER, DORIS M	B0048-05	80047095	**$850.00**
000095069	E&A ENTERPRISES LLC	N0855A02	80047097	**$185.00**
300185831	MOFFIT, TARA A	F0029-27	80047099	**$185.00**
000085878	WJH LLC	O1601-11A	80047101	**$185.00**
400001301	NGUYEN INC	C0059-11	80047105	**$185.00**
000093354	SANDRA VEARY	Y0651A44	80047111	**$185.00**
000095587	BLY, TIMOTHY	C0047-11	80047115	**$185.00**
300118736	PECK, BARRY	O1619B27	80047117	**$185.00**
300249669	MONSON, ROYCE	W0423-28	80047119	**$185.00**
000086259	RACHEL BLANCO	F0011-36	80047121	**$185.00**
000094318	WILSON, CHOW	W1019C48A	80047127	**$185.00**
300227729	LUND, SANDRA	F0012-11	80047129	**$185.00**
000072429	DAVID GRISHKA	H0049-26	80047131	**$185.00**
000072429	DAVID GRISHKA	H0049-04	80047133	**$185.00**
000089227	SB REAL ESTATE	W0305-07B	80047135	**$185.00**
000053276	JOHNSON, JEREMIAH	F0044-23	80047137	**$185.00**
300019828	KURTZ, JOSEPH R	H0039-07	80047139	**$185.00**
120165410	THOMAS, STACEY L	E0017-28	80047141	**$185.00**
000096699	TRENTON VOGELE	W1017D05	80047143	**$185.00**
000152069	LOVE, ZONA R	H0039-09	80047145	**$185.00**
120207186	PARKS, SCOTT	F0044-17	80047159	**$185.00**
300029648	LORENZ, RICHARD P	W0423-23	80047163	**$185.00**
000151057	HICKMAN, ALBERTA	F0037-07	80047167	**$185.00**
120226578	LIVING QUARTERS FOR DOLLARS LL	G0019-30	80047230	**$185.00**
120236393	AURELLA, LAURIE A	X0235C17	80047238	**$185.00**
300038216	BAKER, JANICE J	N0715A01	80047240	**$185.00**
000068850	D6 DEVELOPMENT	N1810-06	80047246	**$320.00**

000078599	RIVER BEND PROPERTIES	G0032-13	80047278	**$185.00**
120239627	MIDFIRST BANK	G0022-14	80047280	**$185.00**
000053110	QCA HOLDINGS LLC	C0060-17	80047284	**$185.00**
810000050	AGUSTIN HERNANDEZ-ZAVALA	G0020-20	80047370	**$185.00**
000084213	END OF THE ROAD LLC	J0043-39	80047372	**$185.00**
300019769	SEIBEL, CARL H	C0031-04	80047403	**$185.00**
810001884	JOE FAISON SR	E0017-12	80047405	**$185.00**
000073947	DEVELOPMENT LLC, CJ	E0018-03	80047407	**$185.00**
000098486	SPECIALIZED LOAN SERVICING LLC	N1813D18	80047409	**$1,480.00**

Number of Accounts to Levy **617** **Total Balance Outstanding:** **$122,860.50**

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

Subject:
Resolution assessing the cost of improvement projects for businesses participating in the Downtown Streetscaping program at various lots and tracts of real estate. [Ward 3]

Recommendation:
Adopt the Resolution.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Downtown Streetscaping

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:36 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:38 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 5:11 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of improvement projects for businesses participating in the Downtown Streetscaping program at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of improvement projects for businesses participating in the Downtown Streetscaping program on said lots or tracts of real estate.

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Downtown Streetscaping Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000098151	RY HOLDINGS	L0016A18	01330771	$7,473.65
000098149	Y&J PROPERTIES, LLC	L0016A17A	01330772	$7,473.65
000098150	PETERSON HTC, LLC	L0016A16	01330773	$11,006.11
000098152	325 HOLDINGS, LLC	L006A11	01330774	$7,473.65
000098153	311 PARTNERS, LLC	L0016A13B	01330775	$7,473.65
000098154	EMERSON HOLDINGS, LLC	L0009-25	01330776	$9,809.16
000098155	321 PARTNERS, LLC	L0016A12	01330777	$11,011.95
Number of Accounts to Levy	**7**	**Total Balance Outstanding:**		**$61,721.82**

City of Davenport

Department: Finance
Contact Info: Jim Odean | 563-326-7739

Action / Date
2/22/2023

Subject:
Resolution assessing the cost of a streambank stabilization project at various lots and tracts of real estate. [Ward 2]

Recommendation:
Adopt the Resolution.

Background:
Streambank stabilization was performed on an unnamed tributary to Silver Creak starting from west of North Linwood Avenue to just west of North Thornwood Avenue between West 62nd and West 63rd Streets. 50% of the cost was billed to the abutting property owners based on the area of their lot affected by the project. The bills have not been paid after 60 days and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	Streambank Stabilization

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	2/9/2023 - 4:09 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION assessing the cost of a streambank stabilization project at various lots and tracts of real estate.

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

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

BE IT FURTHER RESOLVED that if any amount assessed against property herein does not exceed $500, such assessment must be made in 1 annual payment; if amount assessed exceeds $500, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 5%. All assessments bear interest at the current rate of 5%.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

Streambank Stabilization Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
300230511	JODI VIVEROS	W0455-25A	01331732	$6,969.00
300183216	JASON & CHRISTINA A SMITH	W0455-24	01331733	$3,535.00
000094388	PAUL & SOREL GROSEBECK	W0453-23	01331734	$3,232.00
000099943	AMANDA & ANDRES PIETSCH	W0453-22	01331735	$3,232.00
300240744	HARLAN & BRIDGET WELGE	W0453-20	01331736	$3,131.00
000099944	SHEA, TIMOTHY	W0453-19	01331737	$3,131.00
300259262	MARC & AMANDA HAYES	W0453-17	01331739	$7,373.00
300240745	GREG & KAYE QUICK	W0453-21	01331740	$3,232.00
Number of Accounts to Levy	**8**	**Total Balance Outstanding:**		**$33,835.00**

City of Davenport

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

Action / Date
2/22/2023

Subject:
Motion approving the Title VI Program for the City of Davenport Transit Division. [All Wards]

Recommendation:
Pass the Motion.

Background:
The Federal Transit Administration (FTA) monitors grants and federally funded projects to confirm that grantees establish and follow federally mandated procedures and ensure nondiscriminatory transportation. The FTA Office of Civil Rights works to ensure nondiscriminatory transportation in support of the mission to enhance social and economic quality of life and conduct periodic reviews to ensure compliance. Davenport Transit is a recipient of FTA funds, required to have a Title VI Program on file, and subject to reviews.

According to the FTA, all Title VI Programs must be updated every three years and with approval, the updated Title VI Program for the Davenport Transit Division will remain on file in the Transit Division office.

ATTACHMENTS:

	Type	Description
🗋	Exhibit	Davenport Transit Division Title VI Program

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Moses, Trish	Approved	2/8/2023 - 2:25 PM

1822 – CITY OF DAVENPORT, IOWA

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

TITLE VI

PROGRAM

PROGRAM UPDATE SUBMITTED TO FTA:

PROGRAM UPDATE DUE DATE:

PROGRAM EXPIRATION DATE:

Title VI Report
Davenport Public Transit

Transit System Summary Description:

Davenport Transit is a division of the City of Davenport's Public Works Department. As of FY 2022, Davenport Transit operates fifteen (15) vehicles at peak demand and maintains a fixed route fleet of twenty-three (23) buses.

The Quad Cities Metropolitan Area as a whole is a large UZA of over 200,000 individuals. The Davenport Transit service area covers a portion of this area, approximately 30 square miles within the City of Davenport and the population is approximately 100,000 residents.

Davenport Transit makes connections with the two other separate Quad Cities fixed route systems, the two systems are MetroLINK with locations in both Rock Island and Moline, Illinois, as well as Bettendorf Transit in Bettendorf, Iowa.

Davenport Transit operation hours are 6:00am to 7:00pm Monday through Friday and 9:00am to 7:00pm on Saturday; additionally, Davenport has an employment transportation demand response subscription service on Saturdays from 6:00am to 9:00am. Davenport Transit does not operate on New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day.

1. Summary of public outreach efforts and public involvement activities since last submission including description of steps taken to ensure that minority and low-income people had meaningful access.

Davenport Transit has a Public Participation Policy and it is attached as Attachment M.

Amendments to transit service since the last submission include the elimination of fixed route Sunday transit service through Davenport Transit and instead redirecting the funds towards increased service and lower fares on Saturday, while still maintaining Demand Response service on Sundays for employment related activities. The below timeline reflects the steps taken to ensure through public participation and awareness throughout the entire process.

Thursday June 18, 2020–Survey and Notice of Public hearing posted, in English, Spanish, and Vietnamese, to TransLoc, the City's free transit App that has Automatic Vehicle Location services for riders

Monday July 6, 2020-Surveys begin distribution on buses and at GTC in English, Spanish, and Vietnamese

Monday July 6, 2020–Survey and Notice of Public Hearing Posted, in English, Spanish, and Vietnamese, to City's Website

Wednesday July 15, 2020–All surveys returned counted and collected. A total of 13 responses received, 9 from on buses and 4 through City's website.

Wednesday July 15, 2020–City Council meeting regarding decision to end Sunday fixed Route Service and instead expand service and lower fares on Saturday

Sunday July 26, 2020–River Bend Transit, current contractor providing Demand Response Service for the City of Davenport, begins providing Demand Response Service on Sundays for work trips in lieu of fixed Route Service. The Demand Response Service works the same as the JARC service operated during the rest of the week and can be paid for using cash or 30-day passes, which are also accepted on normal fixed route service.

<u>Public Participation Activities Since last review</u>

Thursday June 23, 2022-The local MPO Bi-State hasted a Transit summit in Davenport, with Davenport Transit in attendance. The purpose of the summit was to receive comments from individuals to identify current travel choices and their effect on the region's transportation services. This meeting was attended by both individuals, employers, and community agencies with interest in transit.

Friday December 9, 2022–Transit hosted a Symposium aimed at educating riders and potential riders about available transit services. The public meeting was well-attended by community

members and partner agencies. Staff had the opportunity to engage in community conversation about the City's transit services and receive feedback on the services provided.

2. Copy of the agency's plan for providing language assistance for persons with Limited English proficiency.

Davenport Transit is prepared to respond to the need for non-English language materials as demand requires, and has secured translation resources in the community through partnerships detailed in the Limited English Proficiency (LEP) Four-Factor Analysis. An updated copy of the Davenport Transit Title VI Limited English Proficiency (LEP) Four-Factor Analysis is included as Attachment A.

3. Copy of agency's notice to the public that it complies with Title VI and instructions to the public on how to file a discrimination complaint.

Davenport Transit's notice to the public, in English, Spanish and Vietnamese language versions, that it complies with Title VI and instructions to the public on how to file a discrimination complaint are included as Attachments B, C and D. This notice is posted online on the City's website in the Transit section. It is also posted on every bus, at the Ground Transportation Center Hub, and City Hall.

4. Copy of agency procedures for tracking and investigating Title VI complaints.

A copy of the process for tracking and investigating Title VI complaints is included as Attachment E. Copy of Davenport Transit Complaint Form and the Transit Complaint Contact Sheet are included as Attachment F. Title VI notice is found on the Title VI page of the Davenport Transit website. Links to Title VI documents (Notice, Complaint Procedures, and Complaint Contact Sheet) are available on the Davenport Transit website.

5. List of any Title VI investigations, complaints, or lawsuits filed since last submission.

Davenport Transit reports three (3) Civil Rights complaints have been filed since the last Title VI Report submission. Of the three, all are closed without further action. The list of complaints is detailed in the chart included as Attachment G.

6. Copy of agency's fixed route Service standards and service policies.

Davenport Transit Service Standards and Service Policies are included as Attachment H.

7. Safe Harbor Provision: Davenport Transit complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish and Vietnamese language. With respect to Title VI information, the Title VI Notice is available in English, Spanish and Vietnamese translations (see Attachments B, C and D; notice of the availability of language assistance is also included at the bottom of the English language Title VI Notice (Attachment B).

8. Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar bodies, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees or councils.

The Davenport City Council, an elected body, oversees Davenport Transit; the gender and racial breakdown of Davenport City Council members are:

White	Male
White	Male
White	Male
White	Female
White	Female
White	Male
Black	Male
White	Male
White	Male
White	Female

Davenport Transit does not maintain a transit-related citizen advisory group, planning board, advisory council/committee, focus group, or any such similar body in which the membership is elected or selected by Davenport Transit.

9. Requirement to provide assistance to sub recipients and monitor compliance with Title VI:

Davenport Transit does not extend FTA financial assistance to any other recipient; therefore, this requirement is not applicable.

10. Requirement to Conduct Equity Analysis to Determine Site or Location of Facilities for projects requiring land acquisition and the displacement of persons from their residences and businesses/or *which a NEPA process has not been completed*. Per Chapter Ill, 13, "facilities" does not include bus shelters, transit stations, or power substations, etc.

Davenport Transit confirms that no such projects were conducted during the reporting period, therefore this requirement is not applicable.

Approved: Attest:

_____ _____

Mayor, City of Davenport Date Brian Krup, Deputy City Clerk Date

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT A

LIMITED ENGLISH PROFICIENCY (LEP)

FOUR-FACTOR ANALYSIS

Davenport Transit
Four-Factor Limited English Proficiency (LEP) Analysis

The purpose of this Limited English Proficiency (LEP) analysis is to outline how Davenport Transit identifies persons who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

The framework of the USDOT's four-factor LEP analysis considers the following elements:

1) The number or proportion of LEP persons in the region who may be served by public transportation or are likely to encounter a public transportation program, activity, or service.

According to the 2015-2019 American Community Survey 1-Year Estimates, the City of Davenport has a population of 95,590 individuals age 5 and older. Of that population, approximately 88,323 (92.4% of total population) speak English only, 4,121 (4.3% of total population) speak another language and also speak English "very well," and the remaining 3,146 (3.3% of total population) speak another language and speak English less than "very well." There is a 0.4% increase in this last category from the previous survey.

The most commonly spoken primary languages other than English are Spanish (1,660 primary language, speaking English "less than very well"/ 1.7% of population) and Asian and Pacific Islands, primarily Vietnamese (1,151 primary language, speaking English "less than very well"/1.2% of population).

The remaining 395 residents (0.4% of population) use a primary language other than English, and speak English "less than very well." The languages this group uses are labeled as "Other Indo-European languages." This list of additional languages that could possibly be encountered in Davenport with speakers' mastery of English identified as "less than very well" include: French, German, Russian, Swedish, Polish, Arabic, and other languages.

These numbers represent the total population numbers in general; those who may be served by the Davenport Transit System or who are likely to use transit would be a subset of these populations.

2) The frequency with which LEP persons come in contact with public transportation programs, activities, or services.

Davenport Transit staff (Operators, Dispatchers and Administrative staff) have not reported any instances when there was a need for language interpretation; there was no evidence of any specific material requests.

Staff Training: Due to the low incidence of limited English Proficiency encountered, no formal group training is conducted. Transit Operators, Dispatchers and Customer Experience Staff are provided instructions on instances when there is a language need, they are to radio Dispatch for assistance.

Depending on the need, Dispatchers are instructed to either provide translation via Spanish speaking staff, Vietnamese speaking staff, or to facilitate assistance using Translation Unlimited of Davenport, Iowa.

All Transit staff are instructed to record the particulars of any request in a spreadsheet for documentation, and then relay the information to the transit manager. The Transit management staff tracks needs and requests, and performs an assessment based on the following criteria:

- Number of requests
- Language requested
- Nature of request, i.e. materials, verbal answer to question
- System's ability to meet request effectively

Due to the small population of LEP individuals who utilize the system, LEP individuals rarely appear to come in contact with its public transportation programs, activities, or services. If demand reaches a level beyond which creation of individual materials as needed is impractical, over 200 annually, then demand may be sufficient for consideration of additional printed translations and LEP Plan update.

3) The nature and importance of programs, activities, or services provided by public transportation providers to the LEP population.

To those in need of transportation, the importance of Davenport Transit services is potentially as important to the LEP population as to any general population. Davenport Transit routes provide access to schools, employment locations, dental and medical offices, hospitals, institutions of higher learning, training centers, social service agencies, governmental offices, grocery stores, retail outlets, library branches and connects with the two Quad Cities Transit Systems, City of Bettendorf, Iowa, Transit and MetroLINK. Transit has implemented several programs in the attempt to make transportation readily affordable and accessible to all individuals, including:

- Transit Ride Reimbursement Programs with Davenport Community School District K-12, Palmer College and St. Ambrose University which are all located within the Davenport City limits, whereby student identification functions as a bus pass.
- Discounted bus fare is available through an application process for senior citizens, individuals with disabilities and unemployed individuals. Bus fare is waiver for Veterans with proper identification.

All programs are well-established and included in posted transit informational materials, the Transit Ride Guide and the website.

4) The resources available to public transportation providers and overall costs to provide LEP assistance.

With respect to printed materials, due to the extremely low demand for non-English language materials in Davenport, the need for consistent updates to the information, and static nature of printed materials, justification for production expense of such materials is insufficient for action at this time. Requests are logged upon receipt and tracked as described earlier in Factor 2; Davenport Transit is prepared to respond to needs for non-English language print materials as demand requires.

Public meetings: When there is a potential fare increase or service reductions planned (elimination of a route, reduction of 10% or more route service hours, or overall restructuring of route system) for which formal public outreach and involvement activities are necessary, all public meeting notices must include information stating that translation services will be available at the meeting upon request. The statement is to be printed in both English, Spanish and Vietnamese, and include the contact information necessary to make the request. Should translation services be requested, Davenport Transit will secure a translator to provide the translation service at the meeting.

The system has secured general translation resources and assistance (verbal and written) in the community that all Transit Staff have access to that translates several languages (including sign language). Via Google Translate, rider information on the Transit website can be translated into several languages, at http://cityofdavenportiowa.com/services/Transit_transit. In addition, Transit offers Spanish and Vietnamese language translations of the Title VI Notice and Complaint Form and has limited number of staff members to assist with Spanish translation. Lastly, notice of language assistance can be added in Spanish and Vietnamese to posted notices when and where appropriate. Davenport also contract with Translation Unlimited of Davenport, Iowa.

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT B

TITLE VI NOTICE TO THE PUBLIC

ENGLISH VERSION

Notice of the Public's Rights
Under Title VI

Davenport Transit is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin as protected by Title VI of the Civil rights Act of 1964, as amended ("Title VI").

If you believe you have been subjected to discrimination under Title VI, you may file a written complaint at the Davenport Civil Rights Commission office. The Statute of Limitation is 180 days from the date of the incident. Complaints must be filed within this timeframe.

Note: The Title VI notice is posted at the Davenport Transit Ground Transportation Center, Davenport City Hall and on the Davenport Transit website; posters relaying the same information in both English, Spanish and Vietnamese are displayed on the buses.

Si requiere información en otro idioma, llame al 563-888-2271 o envíe un correo electrónico a contactus@davenportiowa.com o, también, puede acudir a la Transit Office que se encuentra en la Public Works Facilita.

Nếu quý vị cần thông tin bằng ngôn ngữ khác, xin vui lòng gọi 563-888-2271, hoặc email contactus@davenportiowa.com, hay ghé vào Văn Phòng Transit ở Public Works Facility (Cơ Sở Công Tác Công Cộng).

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT C

TITLE VI NOTICE TO THE PUBLIC

SPANISH VERSION

Aviso De Los Derechos Del PÚblico
AplicaciÓn Del TÍtulo VI

La Oficina de Tránsito de Davenport se compromete a que ninguna persona se excluya de la participación o se le nieguen los beneficios de sus servicios por motivos de raza, color o nacionalidad de origen según lo establece, en su enmienda ("Título VI"), el Título VI de la Ley de Derechos civiles de 1964.

Para solicitar más información en relación al Título VI, puede ponerse en contacto con el Transit Operations Manager (Administrador de las operaciones de tránsito) o con el Transit Supervisor (Supervisor de tránsito) en el Public Works Facility (Centro de Obras públicas) que se encuentra en 1200 E 46th Street Davenport Iowa o llamando al 563-888-2271 o, también, puede enviar un correo electrónico a contactus@davenportiowa.com y colocar "Transit Title VI Request" en el Asunto.

Si usted cree que fue objeto de un trato discriminatorio contemplado en el Título VI, puede introducir un reclamo por escrito en la Transit Office (Oficina de Tránsito) ubicada en la Public Works Facility. También, puede introducir un reclamo directamente ante la FTA's Office of Civil Rights (Oficina de Derechos civiles de la FTA). El plazo de prescripción para introducir un reclamo es de 180 días después del incidente.

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT D

TITLE VI NOTICE TO THE PUBLIC

VIETNAMESE VERSION

ThÔng BÁo VỀ QuyỀn CỦa cÔng ChÚng Theo TiÊu ĐỀ VI

Davenport Transit quyết tâm để đảm bảo rằng không một ai bị loại trừ, hoặc bị từ chối hưởng dịch vụ của hãng này vì chủng tộc, màu da, hay nguồn gốc quốc gia được bảo vệ theo Title VI (Tiểu Mục VI) của Đạo Luật Dân Quyền 1964, đã tu chỉnh ("Title VI").

Để yêu cầu có thêm thông tin về Title VI, quý vị có thể liên lạc với Giám Đốc Vận Hành của Transit Hay Giám Sát Viên của Transit tại Public Works Facility (Cơ Sở Công Tác Công Cộng) tại 1200 E 46th Street Davenport Iowa, hoặc gọi 563-888-2271, hay qua email contactus@davenportiowa.com, và trên dòng ghi nội dung là “Transit Title VI Request” (Yêu Cầu Thông Tin về Title VI Transit).

Nếu quý vị tin rằng quý vị đã bị kỳ thị theo Title VI, quý vị có thể nộp đơn than phiền tại Văn Phòng Transit ở Public Works Facility (Cơ Sở Công Tác Công Cộng). Quý vị cũng có thể nộp đơn than phiền với FTA trực tiếp qua Văn Phòng Dân Quyền của FTA. Luật Giới Hạn (Statute of Limitations) để nộp đơn than phiền là 180 ngày kể từ khi xảy ra sự việc. Nếu muốn nộp đơn than phiền theo Title VI, quý vị phải nộp đơn trong vòng 180 ngày kể từ khi xảy ra sự việc.

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT E

TITLE VI

COMPLAINT PROCESS

Complaint Process for Davenport Transit

The City of Davenport Transit Division is dedicated to ensuring that no person is omitted from involvement in or denied the benefits of our services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended.

It is Davenport Transit's objective to:

- Guarantee the level and quality of our Transit service is delivered without regard to race, color or national origin.
- Recognize and address unreasonably high and adverse human health and environmental effects, including social and economic effects of programs and activities on minority and low-income populations.
- Encourage full and fair involvement of all affected populations in Transit decision making.
- Avoid denial, reduction or delay in benefits related to programs and activities that benefit minority or low-income populations.
- Ensure meaningful access to programs and activities by individuals with limited English proficiency (LEP).

The Davenport Transit Management and Supervisory Staff along with Dispatchers, Customer Experience Staff Members and Transit Operators share the responsibility for carrying out Davenport Transit's commitment to Title VI. The Davenport Transit staff are accountable for all day-to-day operations of the program, receive complaints, and forward all pertinent information on to the appropriate staff member to investigate all Title VI complaints that are received through the complaint procedure process.

Any individual who believes that they have been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with Davenport Transit within 3 months from the date of the alleged discrimination. For additional information on Davenport Transit's nondiscrimination obligations, please contact Davenport Transit Customer Experience Team at (563) 888-2271.

Complaints may be filed with Davenport Transit in writing to:

Davenport Transit Division
Davenport Public Works Center
1200 East 46th Street
Davenport, Iowa 52807
Request a Complaint Form by calling (563) 888-2271 or emailing
contactus@davenportiowa.com (Do not submit form by email)
Transit staff will aid individual limited in their ability to communicate

What happens to my Title VI Complaint when received by Davenport Transit?

When a Title VI Complaint is received, it will be reviewed initially by Davenport Transit's Operations Manager. If additional information is necessary, the Transit Operations Manager will contact the complainant using the contact information submitted on the Title VI Complaint Form. Failure by the complainant to follow-up with requested information by the expressed date may result in closure or delay of the complaint resolution.

Upon receipt of all information required, Davenport Transit will investigate the Title VI complaint within 30 days of receipt and use best efforts to reply to the Title VI complaint within 60 days of receipt. Receipt of additional information and/or concurrent filing of complaint with Davenport Transit and an external entity may expand the timing of the complaint resolution.

The Transit Operations Manager will review and investigate every complaint as quickly as possible and reasonable measures will be taken to preserve that all information remains confidential. At a minimum, the Transit Operations Managers will:

- Identify and review all pertinent documents, practices and procedures.
- Identify and interview individuals with knowledge of the Title VI violation, i.e. the individual making the complaint, any witnesses, individuals identified by the complainant or any individual that may have been subject to similar activity or who may have relevant information.

Upon completion of the investigation, the Transit Operations Manager will complete final report for the Davenport Assistant City Administrator/Public Works Director. If a Title VI violation is found to exist, corrective actions as appropriate will be taken immediately; the complainant will also receive a final report outlining the corrective actions. The investigation process and final report should take no longer than 20 business days. If no violation is found and the complainant wishes to appeal the decision, they may appeal directly to the Civil Rights Bureau Director, Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

The Transit Operations Manager shall maintain a log of Title VI complaints received with date the complaint was filed, summary of allegations, status of the complaint and actions taken by the Davenport Transit in response to the complaint. If a Davenport Transit receive a Title VI complaint in the form of a formal charge or lawsuit, the complaint will be forwarded to the City of Davenport Legal Department.

Complaints may also be filed with the following two organizations no later than 180 days after the date of the alleged discrimination:

Iowa Civil Rights Commission
400 East 14th Street
Des Moines, Iowa 50319-1004
(515) 281-4121 or (800) 457-4416
For instructions on how to file, visit: https://icrc.iowa.gov/file-complaint
To view the complaint form, visit: https://icrc.iowa.gov/forms/complaint-form

Federal Transit Administration's Office of Civil Rights
Attn: Title VI Program Coordinator
East Building, 5th Floor - TCR
1200 New Jersey Ave., SE
Washington, DC 20590
(816) 329-3770

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT F

TITLE VI COMPLAINT FORM

Complaint Form

City of Davenport Transit Division
Title VI of the Civil Rights Act of 1964, as amended, or
Title II or Title III of the Americans with Disabilities Act of 1990 (ADA)

The City of Davenport Transit Division is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color or national origin, as provided by Title VI of the Civil Rights Act of 1964, as amended, or Title II or Title III of the Americans with Disabilities Act of 1990 (the ADA), the Department of Transportation (DOT) ADA regulations, and Section 504 of the Rehabilitation Act of 1973. Complaints must be filed within 180 days from the date of the alleged discrimination.

The following information is necessary to assist with processing your complaint. If you require any assistance in completing this form, please contact the Davenport Transit Staff at (563) 888-2271.

Si requiere información en otro idioma, llame al 563-888-2271 o envíe un correo electrónico a contactus@davenportiowa.com o, también, puede acudir a la Transit Office que se encuentra en la Public Works Facility.

Nếu quý vị cần thông tin bằng ngôn ngữ khác, xin vui lòng gọi 563-888-2271, hoặc email contactus@davenportiowa.com, hay ghé vào Văn Phòng Transit ở Public Works Facility (Cơ Sở Công Tác Công Cộng).

The completed form must be returned to Davenport Transit Division, Davenport Public Works Center, 1200 East 46th Street, Davenport, Iowa 52807; electronically transmitted forms are not accepted and hand delivery is recommended to ensure that the complaint is filed within the statutory deadline.

Your Full Name _____

Name of Preparer (if not self) _____

Address _____

City, State, Zip _____

Phone _____ Alt Phone _____

Email _____

Person(s) discriminated against (if someone other than Complainant) _____

Street Address, City, State, Zip _____

Date of Incident: _____

Which best describes the reason for the alleged discrimination?

☐Race _____

☐Color _____

☐National Origin _____

☐Limited English Proficiency _____

☐Disability ○ Physical ○Mental _____

Complaint Form

City of Davenport Transit Division
Title VI of the Civil Rights Act of 1964, as amended, or
Title II or Title III of the Americans with Disabilities Act of 1990 (ADA)

Please describe the alleged discriminatory incident; provide the names and title of all Davenport employees involved, if available. Explain what happened and who you believe to be responsible. Use back of this form if additional space is required.

Have you filed a complaint with any other federal, state, or local agencies? (Circle one) Yes / No

Agency _____

Contact Name _____

Street, City, State, Zip _____

Agency _____

Contact Name _____

Street, City, State, Zip _____

I affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

x _____

Signature of Complainant Phone

x _____

Print or Type Name of Complainant Phone

Date Received: _____

Received by: _____

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT G

SUMMARY LISTING OF TITLE VI

INVESTIGATIONS, COMPLAINTS, LAWSUITS

Investigations, Complaints, Lawsuits

Complaint	Open	Basis	Status	Action Taken
DCRC #TR-0046-0001-21	06/25/2021	Physical disability/ Disparate treatment	Closed	Mediation settled
#TR-0066-0002-21	10/06/2021	Race/Driver complaint	Closed	Withdrawn
#ICRC CP #07-19-73785	07/18/2019	Race/Trespass from bus	Closed	Administratively closed
Investigations	None	N/A	N/A	N/A
Lawsuits	None	N/A	N/A	N/A

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT H

SERVICE STANDARDS AND SERVICE POLICIES

Transit Vehicle Load Standards: Average Passenger Capacities and Assignments					
Vehicle Type	**Seated**	**Standing**	**Total**	**Maximum Load Factor**	**Assignment**
35' Low Floor Bus	32	18	50	1.6	Fixed-Route

Transit Vehicle Headway Standards

Davenport Transit currently operates s fixed route service at a consistent level through the service day, having no "peak" vs "off peak" headway differences. As the primary trunk connector, Bus Route 4 operates a 30-minute headway; the other nine Transit routes operate on a 60-minute headway.

Monday through Friday, bus routes should be in service no later than 6:20am and run until at least 7:00pm. Actual current service begins with the earliest route at 5:35am; earliest end time is 6:38pm. On Saturday, the bus route should be in service no later than 9:20am and run until at least 7:00pm.

Scheduling involves a number of factors, including: ridership productivity, density of transit-dependent populations and activities, relationship to both City (2016 Comprehensive Operations Analysis) and regional transportation plans and studies (2004 Iowa QC Transit Alternatives Analysis), coordination with connecting systems, relationship to schools, employment centers, retail and medical facilities.

Transit On-Time Performance Standard

It is the goal of the City of Davenport Transit that ninety (90) percent of the Davenport Transit vehicles will complete their established runs no more than 1 minute early or more than 5 minutes late in comparison to the established schedule. **Excepted from this standard** are situations encountered beyond the agency or Transit Operator's control, i.e. inclement weather, flooding, hazardous road conditions, accidents, road closures and detours, bridge closures and detours, or any such road or environmental condition which render it impossible or unsafe to travel the route in a manner necessary to achieve on-time performance.

Transit Service Availability Standards

The City of Davenport Transit will distribute service so that 90% of all residents in the service area are no further from a transit route than one-half (1/2) mile. Bus stops will not be more than one-third (1/3) mile apart in residential areas and Transit will allow flag-stops at all safe locations along any Transit bus route. Passengers may also request stops to de-board the bus at a safe location on the route.

Transit Amenities Policy

Installation of transit amenities along bus routes is based on the number of passenger's boarding at stops along those routes, accessibility of the location, and ownership status of the property.

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT I

DEMOGRAPHIC DATA ANALYSIS AND MAPS

DEMOGRAPHIC DATA ANALYSIS

While the urbanized planning area of the Bi-State Regional Commission has a population greater than 200,000, Davenport Transit is not individually large enough to meet the threshold necessary to need to address program specific requirements and guidelines for recipients that operate 50 or more fixed route vehicles in an Urbanized Area (UZA) of 200,000 or more population. As a service in addition to preparing the Title VI report for Davenport Transit; however, Bi-State Regional Commission also provides demographic and service profile maps depicting the transit system routes of the three Quad Cities transit systems. These maps illustrate the relationship of transit system fixed route service to areas which present characteristics consistent with higher transit dependency. This document has been updated with data from the U.S. Census Bureau American Community Survey 5-year estimates (2015-2019).

Map 1: Major Employment Centers

The intent of this map is to display the degree of transit system access to employment afforded by the current transit system bus routes. The employment center data for this map is based on information accessed by Bi-State Regional Commission in April 2019. Transit system bus routes are the most current since the previous Title VI report. The map shows major employment centers with 100 or more employees as a turquoise dot. The number of dots appear concentrated in the downtown area, where population and core urban activity are centered. Outside the downtown core areas, many major employers appear to be distributed according to areas of commercial and industrial activity and appear largely served by current bus routes. Major employment centers that do not have a transit route connection are generally outside the existing transit system service area, including northern areas near Interstate 80 and in the industrial area in southwest Davenport.

Map 2: Major Activity Centers

The intent of this map is to show transportation access to major activity centers in analysis of coordinated transportation services. The major activity centers include social service centers, regional service centers, and medical providers represented on the map as different colored dots. These activity centers were identified in the Bi-State Long Range Transportation Plan 2045, and assists with coordinated transportation planning among transportation providers and the agencies that provide services to low-income and minority residents. The transit routes on this map are the most up to date and appear to line up well with the majority of the activity centers. Other minor concentrations of major activity centers are outside the transit system service areas and even outside the urbanized planning area. These represent smaller towns around the urban center and serve a more rural or sparsely settled population.

Maps 3, 4, 5, and 6: Languages Spoken at Home other than English

The intent of these maps is to show that Davenport Transit provides service equally to all people regardless of race, color or national origin. These maps show the percentage of residents who speak a language other than English at home, broken down by Spanish, Asian and Pacific Islander, and Indo-European. Most of these maps show a significant amount of these populations live in the downtown core area which is served by several routes. These maps shows that Davenport Transit routes do provide good coverage to households that speak languages other than English. The tracts that do not have a route running through them, such as those in the northeast section of the service area, are generally low density and ill-suited to transit service.

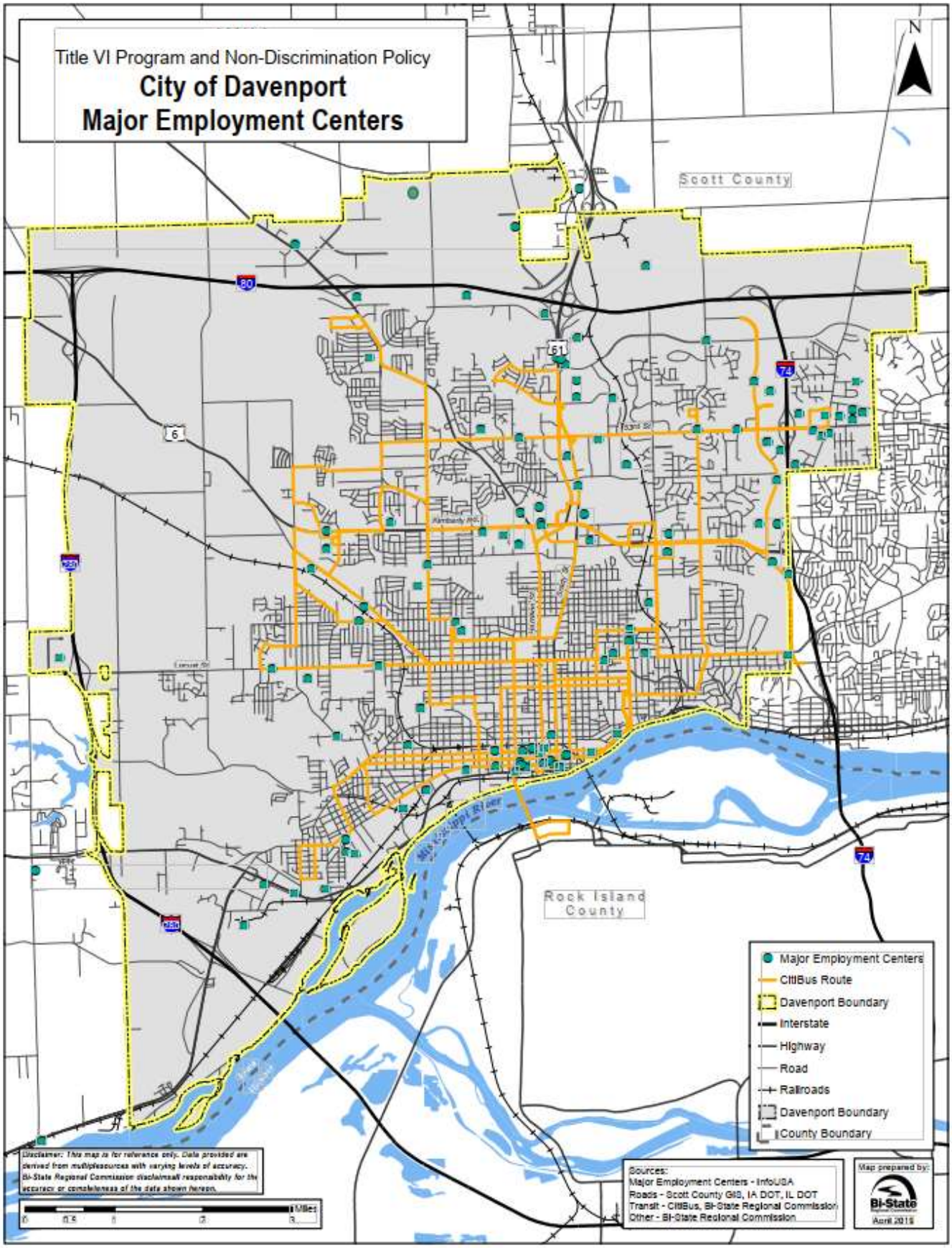
Map 7: Low to Moderate Income

In this map, the census tracts with the highest percentage of families with Low-to-Moderate Income are shown in dark navy blue and are generally located in the southern half of the city with a few exceptions farther north. The Bus routes for Davenport Transit show that all of the census tracts with the highest levels of Low-to-Moderate Income populations have Transit Routes serving them, and in many cases have multiple routes serving them.

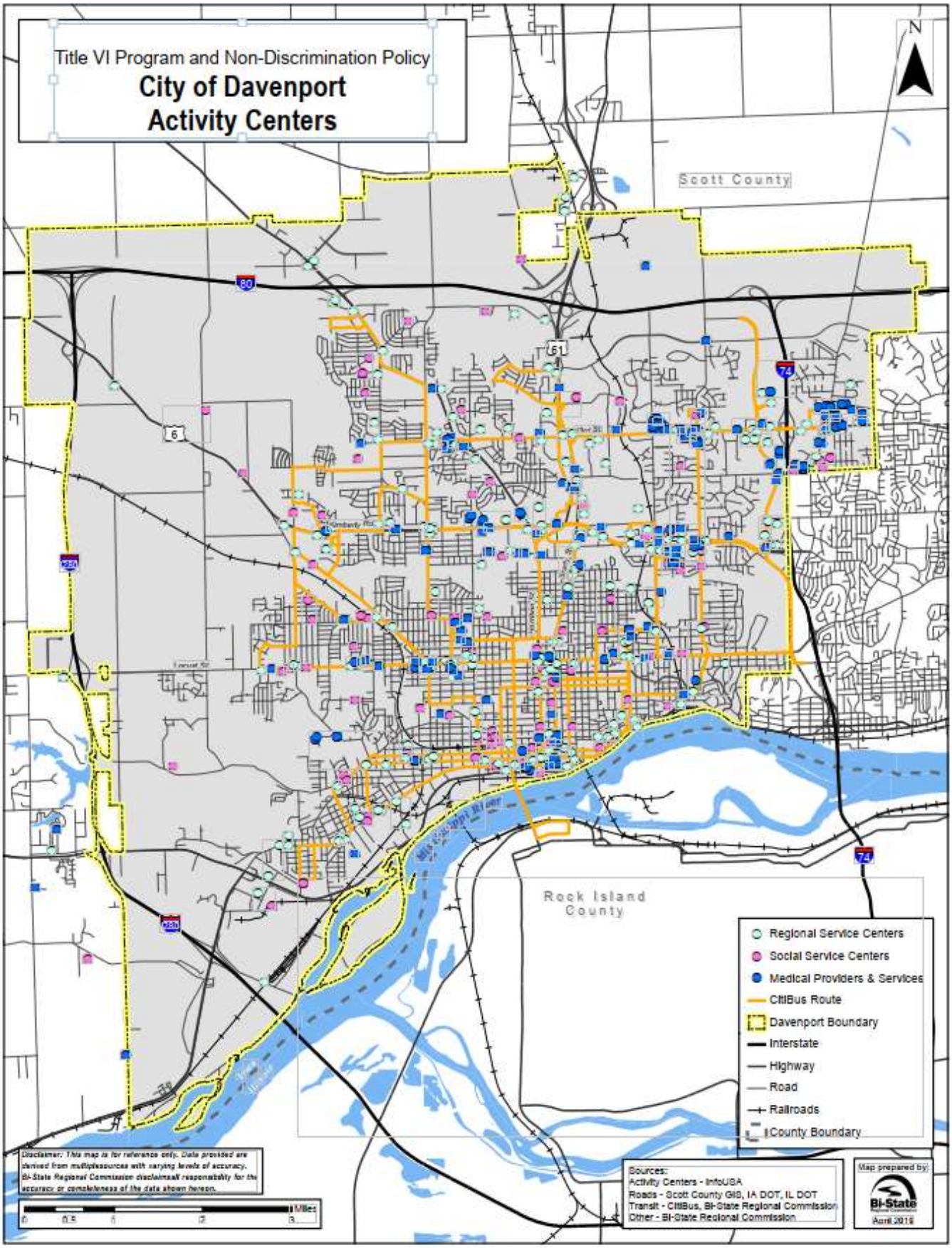
Map 8: Grocery Store Access

The intent of this map is to show all grocery stores in the city and the Davenport Transit routes that service them. This shows that all routes have access to multiple grocery stores giving all riders multiple options for purchasing foodstuffs. The list of grocery stores was obtained by consulting with the Scott County Health Department, with whom all grocery stores must register. In conjunction with the above maps this map further shows how integrating destinations and all populations with a need to access transit is a priority of Davenport Transit.

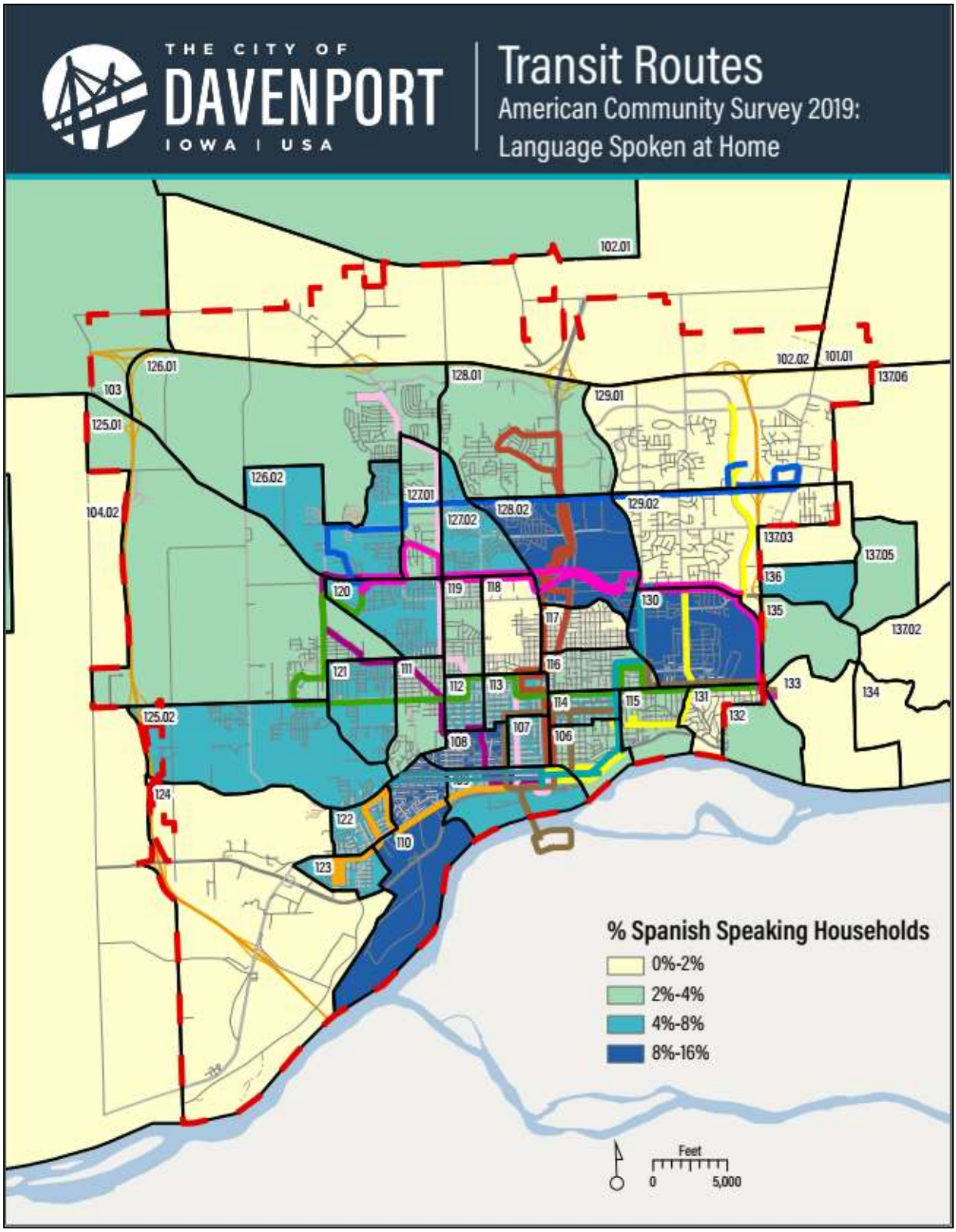
MAP 1


Title VI Program and Non-Discrimination Policy
City of Davenport
Major Employment Centers
N
Scott County
Rock Island County
Major Employment Centers
CitiBus Route
Davenport Boundary
Interstate
Highway
Road
Railroads
Davenport Boundary
County Boundary
Sources:
Major Employment Centers - InfoUSA
Roads - Scott County GIS, IA DOT, IL DOT
Transit - CitiBus, Bi-State Regional Commission
Other - Bi-State Regional Commission
Map prepared by:
Bi-State
April 2015

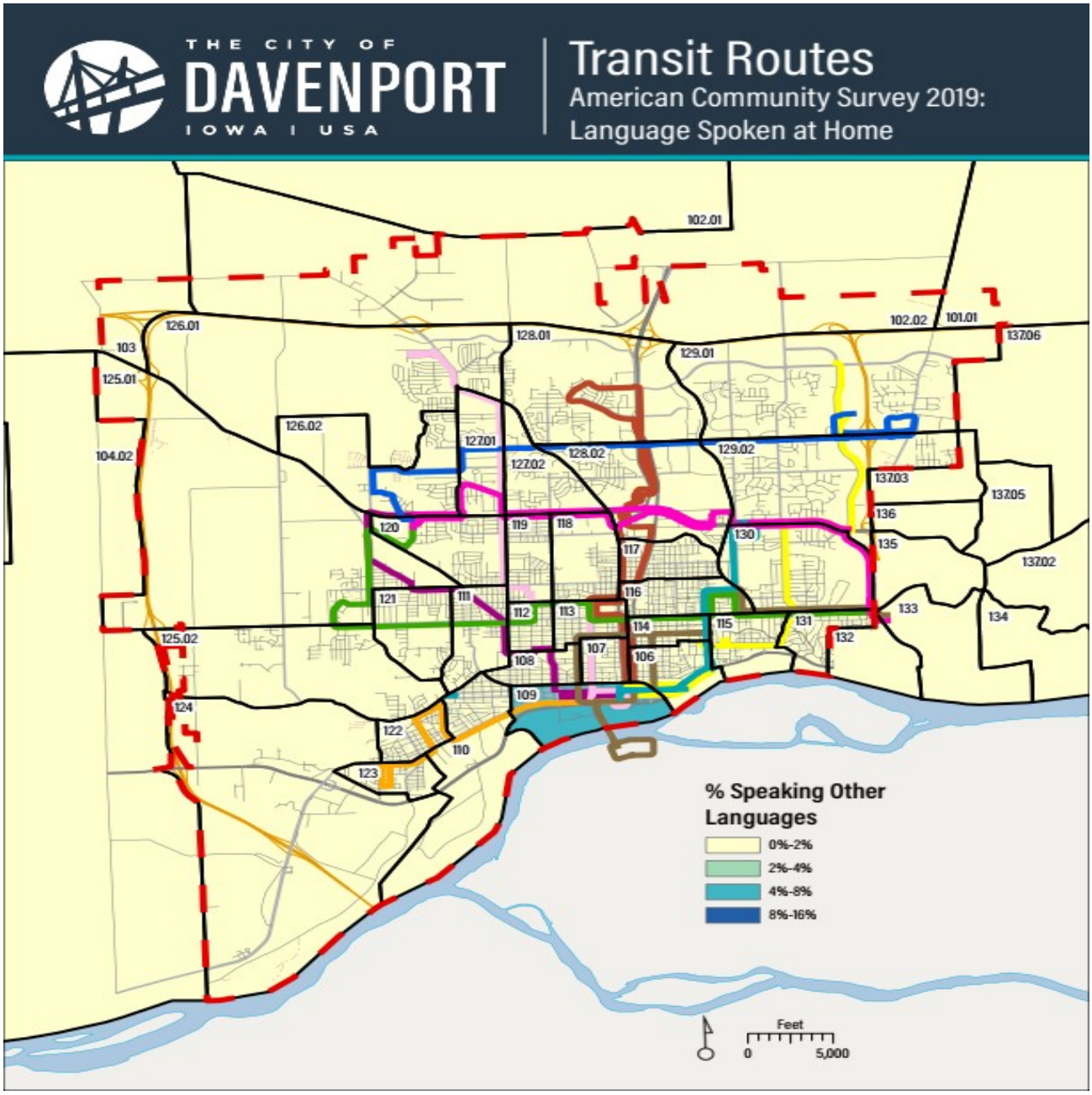
MAP 2


Title VI Program and Non-Discrimination Policy
City of Davenport
Activity Centers
N
Scott County
Rock Island County
Regional Service Centers
Social Service Centers
Medical Providers & Services
CitiBus Route
Davenport Boundary
Interstate
Highway
Road
Railroads
County Boundary
Disclaimer: This map is for reference only. Data provided are derived from multiplesources with varying levels of accuracy. Bi-State Regional Commission disclaimsall responsibility for the accuracy or completeness of the data shown hereon.
Miles
Sources:
Activity Centers - InfoUSA
Roads - Scott County GIS, IA DOT, IL DOT
Transit - CitiBus, Bi-State Regional Commission
Other - Bi-State Regional Commission
Map prepared by:
Bi-State
April 2019

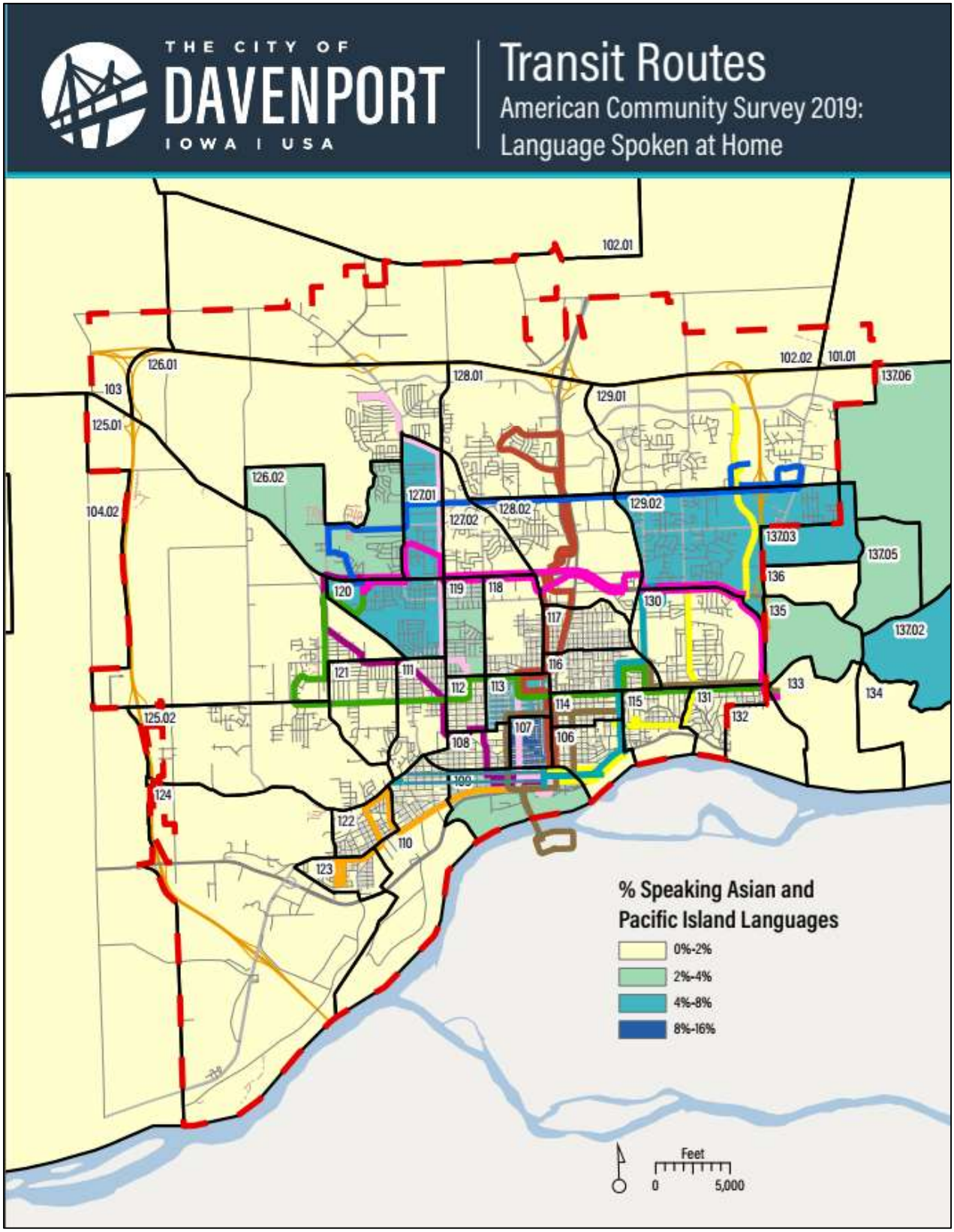
MAP 3


THE CITY OF
DAVENPORT
IOWA | USA
Transit Routes
American Community Survey 2019:
Language Spoken at Home
102.01
102.02
101.01
137.06
126.01
103
125.01
128.01
129.01
126.02
104.02
127.01
127.02
128.02
129.02
137.03
137.05
136
120
119
118
130
135
117
137.02
121
111
116
112
113
114
115
131
133
134
125.02
107
106
132
108
124
122
110
123
% Spanish Speaking Households
0%-2%
2%-4%
4%-8%
8%-16%
Feet
0
5,000

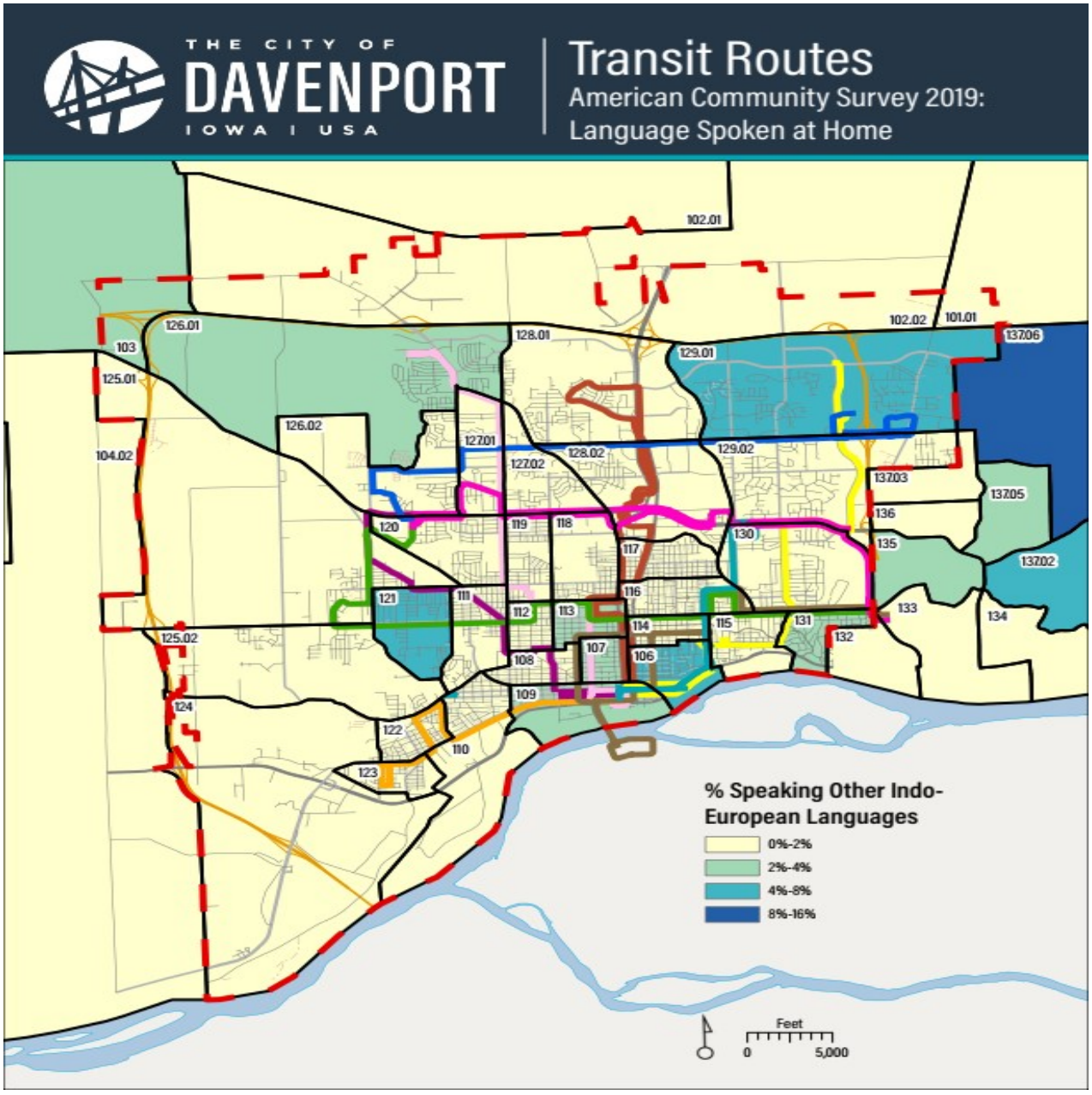
MAP 4


THE CITY OF
DAVENPORT
IOWA | USA
Transit Routes
American Community Survey 2019:
Language Spoken at Home
102.01
126.01
103
125.01
104.02
126.02
128.01
129.01
102.02
101.01
137.06
127.01
127.02
128.02
129.02
137.03
137.05
136
120
119
118
130
135
117
137.02
121
111
116
112
113
114
115
131
133
134
125.02
107
106
132
108
109
124
122
110
123
% Speaking Other Languages
0%-2%
2%-4%
4%-8%
8%-16%
Feet
0
5,000

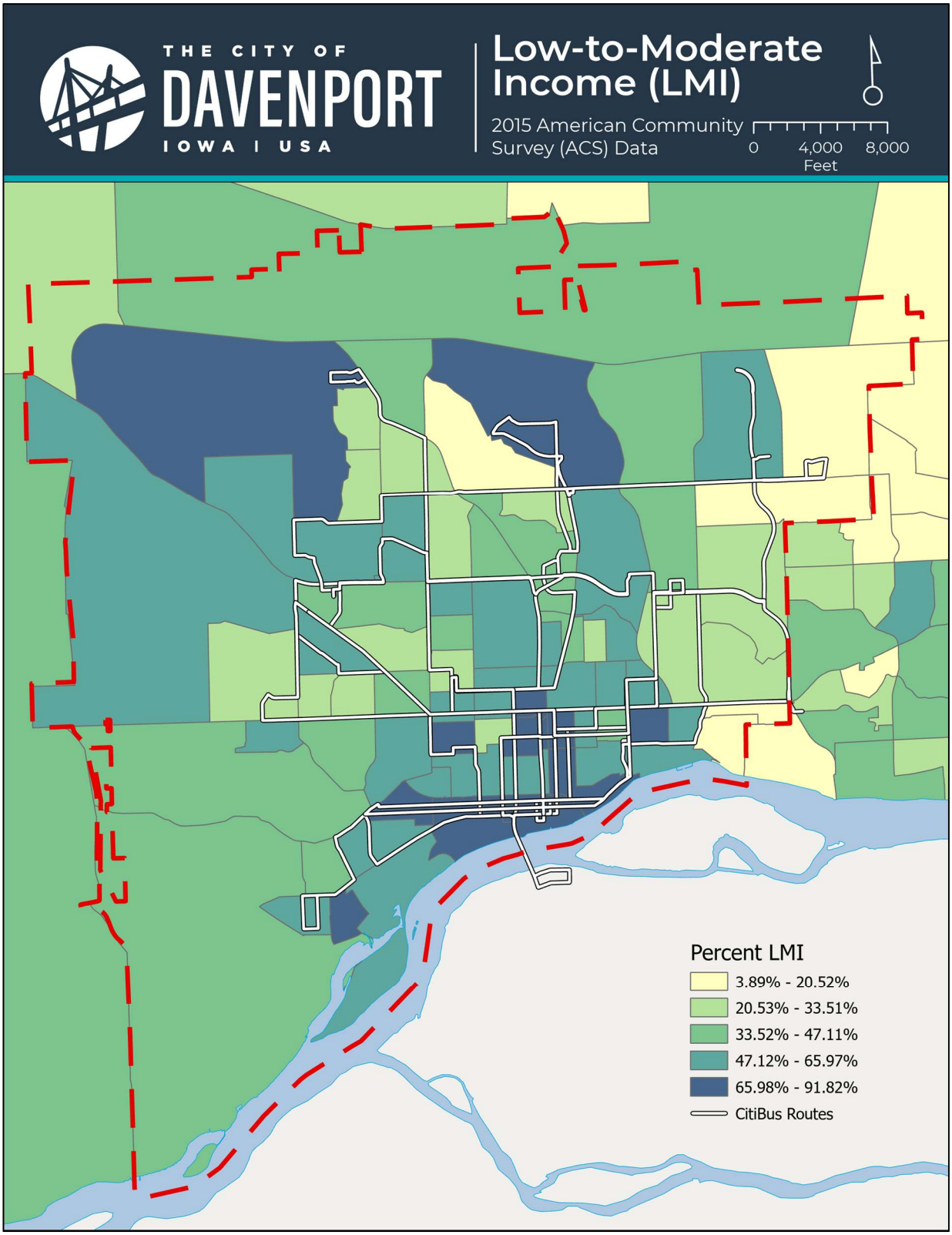
MAP 5


THE CITY OF
DAVENPORT
IOWA | USA
Transit Routes
American Community Survey 2019:
Language Spoken at Home
102.01
102.02
101.01
137.06
126.01
103
128.01
129.01
125.01
126.02
127.01
128.02
129.02
104.02
127.02
137.03
137.05
136
120
119
118
130
135
117
137.02
121
111
116
112
113
133
134
114
115
131
125.02
107
132
106
108
109
124
122
110
123
% Speaking Asian and
Pacific Island Languages
0%-2%
2%-4%
4%-8%
8%-16%
Feet
0
5,000

MAP 6


THE CITY OF
DAVENPORT
IOWA | USA
Transit Routes
American Community Survey 2019:
Language Spoken at Home
102.01
126.01
103
125.01
104.02
126.02
128.01
129.01
102.02
101.01
137.06
127.01
127.02
128.02
129.02
137.03
137.05
136
135
137.02
120
119
118
117
130
121
111
112
113
116
114
115
131
133
134
132
125.02
107
106
108
109
124
122
110
123
% Speaking Other Indo-European Languages
0%-2%
2%-4%
4%-8%
8%-16%
Feet
0
5,000

MAP 7


THE CITY OF
DAVENPORT
IOWA | USA
Low-to-Moderate Income (LMI)
2015 American Community Survey (ACS) Data
0
4,000
8,000
Feet
Percent LMI
3.89% - 20.52%
20.53% - 33.51%
33.52% - 47.11%
47.12% - 65.97%
65.98% - 91.82%
CitiBus Routes

MAP 8


THE CITY OF
DAVENPORT
IOWA | USA
Transit Routes
Grocery Store Access
Grocery Stores
City Limit (Davenport)
Bus Routes
1
2
3
4
5
6
7
8
9
10
Feet
0
5,000

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT M

Public Participation Plan

PUBLIC PARTICIPATION PLAN

DAVENPORT IA TRANSIT DIVISION/PUBLIC WORKS DEPARTMENT

GOAL: The goal of Davenport Transit's Public Participation Plan is to encourage minority and LEP communities to communicate Davenport Transit related issues and the overall operations of the transit system including City representatives, condition of the buses, bus shelters and the transit hub. This open dialogue gives the passengers, local businesses and social service entities the opportunity to communicate recommendations to the greatest extent that resources allow.

STRATEGIES: Davenport Transit employs several strategies and outreach efforts to include minority and LEP voices including:

- Hosting an annual Transit Symposium followed by a Disadvantaged Business Enterprise seminar encouraging which are both open to the. This meeting is held on City property during transit service hours and at a location that is on a Davenport Transit bus route. Preparation of these two meetings include general marketing-specific invitations distributed to the local chapter of the NAACP, League of United Latin American Citizens, local chapter of United Way, Davenport Community Schools and other local activist organizations.
- Each Wednesday evening at 5:30pm, the Davenport City Council assembles at Davenport City Hall and the public is free to come up and comment during these meetings. The Assistant City Administrator/Public Works Director attends the public meetings and provides transit information upon request, documents meeting items, and forwards this information to the Transit Operations Manager as needed. The start and finish of the City Council meetings is during normal Davenport Transit service hours.
- Eight City Council members represent specific wards in the City of Davenport and two members are representatives of the entire City or Alderman-at-Large; the City officials hold public ward meetings that are normally held at City-owned properties located on or near bus routes and scheduled in the mornings, evenings, weekdays and weekends. While these meetings are not always transit specific, public transit is a function of the City of Davenport; therefore, if a resident has concerns about transit operations, they can communicate this to City Council members and requests can then be forwarded to the City representative that oversees that division or department.
- At all Davenport Transit bus shelters, the main ground transportation hub, Davenport City Hall, and on the website, a Transit specific telephone number is reflected when individuals wish to contact the Transit office in relation to complaints, compliments and concerns. The telephone number is answered by Transit Dispatchers who attempt to resolve the issue or forward the information on to senior staff for resolution.
- The City provides an email address on the website and in marketing material that citizen can utilize to email City staff regarding any specific City-related topic that will be routed to the proper staff members, this is an opportunity for the citizen to also upload documentation or a video that reflects supports the topic of the email.

- The local Metropolitan Planning Organization (MPO), Bi-State Regional Commission, conducts several public participation events encouraging input on City transit and transportation items. A representative of the Davenport Transit Division attends the events to ensure minority or LEP items are heard and routed then communicated to the proper City Department.
  - Bi-State Regional Commission holds two annual Transit Summits in Iowa each year per Iowa Department of Transportation requirements; the meetings are held at various times of day in various locations to ensure that the general public is accommodated. The MPO will also accommodates others who are unable to physically attend meetings including holding virtual meetings for human service agencies.
  - The MPO also holds public meetings entertaining for input on planning documents, including the Transit Development Plan (TDP) and the Long-Range Transportation Plan (LRTP).

PUBLIC WORKS DEPARTMENT

TRANSIT DIVISION

ATTACHMENT JK

FTA CERTIFICATIONS AND ASSURANCES

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or

(a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or

(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:

(1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.

(2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other ~~incapacity or temporary or permanent disability (including an individual~~ who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;

(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

  (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

  (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

  (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

  (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

  (2) Category 06 (Transit Asset Management Plan),

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Davenport

The Applicant certifies to the applicable provisions of all categories: (*check here*) ✓.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Lobbying	
05	Private Sector Protections	
06	Transit Asset Management Plan	
07	Rolling Stock Buy America Reviews and Bus Testing	
08	Urbanized Area Formula Grants Program	
09	Formula Grants for Rural Areas	
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
(4) Category 09 (Formula Grants for Rural Areas),
(5) Category 15 (Alcohol and Controlled Substances Testing), and
(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Davenport

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

Certifications and Assurances

Fiscal Year 2022

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature Marla L Miller Date: 2/7/2022

Name Marla L Miller, Transit Operations Manager Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Davenport, IA

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature Date: 2/11/2022

Name Thomas D. Warner, Davenport City Attorney Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

City of Davenport

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

Action / Date
2/15/2023

Subject:
Resolution setting a Public Hearing on the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 – FY 2029 Capital Improvement Program. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This Resolution sets a Public Hearing for Wednesday, March 15, 2023 at the Committee of the Whole Meeting beginning at 5:30 p.m. in Council Chambers at City Hall, 226 West 4th Street, for the purpose of receiving public comment on the City of Davenport's proposed FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 – FY 2029 Capital Improvement Program. The public is invited to attend the Public Hearing.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/10/2023 - 9:47 AM
Finance Committee	Merritt, Mallory	Approved	2/10/2023 - 9:48 AM
City Clerk	Admin, Default	Approved	2/10/2023 - 12:28 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION setting a Public Hearing on the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 – FY 2029 Capital Improvement Program.

WHEREAS, the State of Iowa requires that the City of Davenport hold a Public Hearing prior to the adoption of its annual budget; and

WHEREAS, adoption of this Resolution will set the Public Hearing for Wednesday, March 15, 2023 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

NOW, THERE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Public Hearing on the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 – FY 2029 Capital Improvement Program is hereby set for March 15, 2023 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: City Clerk
Contact Info: Corri Spiegel | 563-888-3348

Action / Date
2/22/2023

Subject:
Resolution adopting the CY 2023 City Administrator's Workplan. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
At the beginning of each two-year term, the Mayor and City Council participate in a goal setting process to prioritize Council goals for their term. In 2022, the City Council adopted priority areas for the 2022/2023 City Council of neighborhood level infrastructure, public safety, execution of the ARPA spending plan, minimizing the impacts of the prospective Canadian Pacific/Kansas City Southern rail merger, and pursuing federal grants through the transportation bill.

The 2023 City Administrator's work plan focuses on the continued development and strategic implementation of the 2022/2023 City Council's goals and priority areas while also furthering projects centered on the operational pillar focus areas.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution
🗋	Backup Material	2023 City Administrator's Workplan

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	2/9/2023 - 2:52 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION adopting the CY 2023 City Administrator's Workplan.

WHEREAS, the City Council has established six key operational pillars including well-protected community, fiscal vitality, welcoming neighborhoods, high-performing government, sustainable infrastructure, and vibrant region; and

WHEREAS, the City Council has identified its key goals and priority areas including the execution of the ARPA plan, minimizing community impacts of the Canadian Pacific/Kansas City Southern rail merger, utilizing tools and programs available through federal programs including the transportation bill, neighborhood level infrastructure and public safety; and

WHEREAS, the CY 2023 City Administrator's Workplan focuses on continued development and strategic implementation of the City Council's priority areas while also furthering projects centered on the operational pillar focus areas.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the CY 2023 City Administrator's Workplan is hereby adopted.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

2023 WORKPLAN

COUNCIL GOALS

Carry-Over Initiatives

ARPA
CP Rail Merger + Associated Impacts
Federal Stimulus Programs including Transportation Bill

Neighborhood Level Infrastructure

Neighborhood Streets, Alleys, Traffic Calming, Sidewalks, etc.

Public Safety | Police

Public Safety Response, Staffing (Attraction, Retention, Succession Planning), Community Engagement, Crime Reduction, etc.

WELL-PROTECTED COMMUNITY

Police Department Recruitment & Retention

Fire Station 3 Construction & Operational Transition

Long-Term Civilian Personnel Strategy

SUSTAINABLE INFRASTRUCTURE

ARPA Plan

CY 2022 + 2023 CIP

Grant (FRA) | Concord Separation

Grant (CFP) | River Drive at Marquette Flood Mitigation

WPCP Long-Term Maintenance Program

WELCOMING NEIGHBORHOODS

ARPA Plan

Davenport DREAM + Neighborhood Reinvestment Programs

FISCAL VITALITY

NorthPark Mall Revitalization Strategy

Annie Witt Complex Strategy

RiverCenter Enhancement Strategy

Rivers Edge Enterprise Planning

HIGH-PERFORMING GOVERNMENT

Talent Stabilization & Organizational Development

Cybersecurity

VIBRANT REGION

Main Street Landing

Signature Regional Events

Canadian Pacific Projects

City of Davenport

Department: Finance Committee
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
2/22/2023

Subject:
Resolution establishing the interest rate for special assessments. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport bills customers for clean water projects, alley repair, boarding up buildings, brush and debris clean-up, building demolition, sidewalk replacement, snow removal, tree removal, weed cutting, repair of sewer laterals and water services. Sixty days after the bill date outstanding balances are eligible to be assessed against a property.

Assessed properties with a balance $500.00 or under are assessed to the property owner's property taxes the following year, while balances over $500.00 are assessed to property taxes over the next ten years. Historically, residents were charged either 0% or 9%. Large projects that are charged back to the customer and benefit the community such as streambank restabilization are assessed against a property at 0%. All other projects were assessed at 9% interest.

The Finance Department has been directed to establish the interest rate annually for all assessments in January of each year. The interest rate will be calculated by evaluating the 10-year US Treasury yield curve, rounding it to the nearest percentage and adding one percent.

Based on this criteria, the assessment interest rate for CY 2023 is 5%. The established interest rate will be in line with market rates and provides an incentive for residents to pay.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:32 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 5:10 PM

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION establishing the interest rate for special assessments.

WHEREAS, the City of Davenport regularly bills and assesses properties for outstanding balances for work performed on a specific parcel; and

WHEREAS, at the beginning of each year, City Council will approve the updated interest rate; and

WHEREAS, using the 10-year US Treasury as a basis of the interest rate assessed will ensure the interest rate is in line with market conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the interest rate for CY 2023 shall be set at 5% and all special assessments levied against properties within the City of Davenport shall be established annually by the Finance Department and approved by City Council; and

BE IT FURTHER RESOLVED that the aforesaid method to establish the special assessment interest rate is adopted.

Passed and approved this 22nd day of February, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance
Contact Info: Kelley Shook | 563-888-3379

Action / Date
2/22/2023

Subject:
Motion approving the renewal of excess flood insurance for policy period February 12, 2023 to February 12, 2024 with Trisura Specialty Insurance Company in the amount of $86,476.20. [All Wards]

Recommendation:
Pass the Motion.

Background:
The City has established a Risk Management Fund to account for various insurance premiums, claims, and administrative costs for the Risk Management program. One type of insurance included in this fund is for excess flood insurance at three specific properties: The Freight House | 421 West River Drive; Union Station | 102 South Harrison Street; and Modern Woodmen Ballpark | 209 South Gaines Street. This excess flood insurance policy is on top of the maximum amount of flood insurance we are able to obtain for each of these properties. Covered perils under this insurance include direct physical loss or damage caused by the peril of flood and storm surge only.

It has been the practice of the City to contract with Arthur J. Gallagher & Company to serve as the agent/broker for this insurance policy. The agent/broker is paid by a combination of policy commissions. The role of the agent/broker is to make recommendations for policy enhancements and to negotiate with various insurance markets on the City's behalf. The goal is to find the most cost-effective coverage to minimize overall risk exposure with stable insurance firms capable of handling the specialized needs of a municipal government. In this case, the most cost-effective choice was to remain with the incumbent carrier, Trisura Specialty Insurance Company. The overall premium cost increased from $70,720.20 to $86,476.20, which is a reflection of the overall flood insurance market.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Flood Renewal Quote
🗋	Backup Material	Flood Renewal Documents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:32 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:32 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 2:09 PM

Flood Risk Solutions Inc

RENEWAL QUOTATION

DATE:	January 30, 2023
TO:	Jeff Young
RE:	**CITY OF DAVENPORT**
COVERED LOCATION(S):	As per the schedule on file
PROPOSED POLICY PERIOD:	02/12/2023 to 02/12/2024 (12:01 A.M. Standard time at the address of the insured shown above)
INSURER:	**Trisura Specialty Insurance Company** Non-Admitted Carrier
TOTAL INSURANCE VALUES:	$38,102,663
LIMIT OF LIABILITY:	$1,000,000 per building per occurrence subject to $3,000,000 annual aggregate
DEDUCTIBLE:	$500,000 per building, per occurrence
COVERED PERILS:	Direct physical loss or damage caused by the peril of Flood and Storm Surge only, subject to policy terms and conditions
COVERED PROPERTY:	Real Property (Building), Business Personal Property (Contents), Business Income
VALUATION:	Replacement Cost Value
COINSURANCE:	Nil
MINIMUM EARNED PREMIUM:	25%
PREMIUM: **SURPLUS LINES TAX (1%):** **FILING FEE:** **TOTAL (PREMIUM, TAXES & FEES):**	$85,500 annual $856.20 $120.00 **$86,476.20**
EXCLUSIONS:	Mold, Terrorism, Cyber Fac Property Exclusion, Infectious Disease
CONDITIONS:	Subject to clean 5-year loss history and no open or current claims prior to binding.
COMMISSION:	10%
DISCLAIMERS & REMARKS:	This policy will be issued by a surplus lines insurer and this quotation is valid for thirty (30) days until the proposed effective date, whichever occurs first. If, between the date of the original submission and the policy effective date there

is a material change in any of the information, including but not limited to claims or potential claims, originally submitted or subsequently requested by either Trisura Specialty Insurance Company or Flood Risk Solutions Inc, the insured is required to notify us immediately. Flood Risk Solutions Inc reserves the right to terminate or modify the terms of this quotation in the event of a material change in such information.

The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to Flood Risk Solutions Inc for consideration and all prior quotations. Actual coverage will be determined by and in accordance with the policy as issued by the insurer. The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

Notice of Cancellation (NOC) in accordance with state laws, rules and regulations will be sent if the net due amount is not received within thirty (30) days of the effective date of coverage (effective date).

Applicable premium, taxes and fees are included in the total above. It is the responsibility of the agent/broker firm to conform to the laws and regulations of the applicable jurisdictions, including but not limited to the procuring of affidavits and compliance with surplus lines laws.

Flood Risk Solutions Inc

Schedule of Locations
421 W River Dr, Davenport, IA 52801-1136
102 S Harrison St, Davenport, IA 52801-1829
209 S Gaines St, Davenport, IA 52802-1403

To: Insurance Commissioner

State of Iowa *(State insured is located in)*

Insured Name: _____

Coverage Provided: Flood

I _____ of _____
(Producer/Agent) *(Agency Name)*

hereby certify that I have made diligent effort to place this insurance with companies admitted to write business in the state of Iowa for this class. I am unable to place the full amount or kind of insurance with companies admitted to transact and who are actually writing the particular kind and class of insurance in this state. I am therefore placing this insurance in the **SURPLUS LINES MARKET.**

The Insured was expressly advised prior to placement of this insurance in the **SURPLUS LINES** market that:

A. The Surplus Lines insurer with whom the insurance was placed is not licensed in this state and is not subject to its supervision.
B. In the event of the insolvency of the **SURPLUS LINES** insurer, losses will not be paid by the **STATE INSURANCE GUARANTY FUND**.

Signature of Producing Agent: _____
Date: _____

Gallagher

Insurance | Risk Management | Consulting

February 7, 2023

Jim Forsyth
City of Davenport
226 West Fourth Street
Davenport, IA 52801

Re: Excess Flood
Trisura Specialty Insurance Company Policy # RST-0000020-02
Policy Effective: 2/12/2022 to 2/12/2023

Dear Jim:

Your Excess Flood policy will be renewing shortly. Attached is our quotation for coverage.

- *We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.*

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.
We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Trisura Specialty Insurance Company.
- The renewal premium is $85,500 plus $856.20 tax and $120 filing fee. You will receive an invoice from our office at time of binding.
- The premium is subject to 25% minimum earned premium.
- The values and schedules are per the expiring policy. It is your responsibility to notify us of all necessary changes to your schedules.
- The valuation of covered property is based on replacement cost basis
- Immediately report all claims to Flood Risk Solutions, Inc. @ 813-336-8226
- Gallagher is responsible for the placement of the following lines of coverage; All lines except workers compensation
  It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.
- It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:
  - Pollution Liability
  - Foreign Liability

To renew this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

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Gallagher

Insurance | Risk Management | Consulting

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Jeff Young, CIC

Enclosure

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Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Excess Flood	Trisura Specialty Insurance Company	Flood Risk Solutions	$85,500.00	10%	

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
   * Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have

obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line of Coverage	*Insurance Company ** (AM Best Rate/Financial Strength)*	*Market Response **	*Admitted ****
Excess Flood	Trisura Specialty Insurance Company	Quoted	Non-Admitted A-XI

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings/.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

City of Davenport
Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated February 7, 2023, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ Accept ☐ Reject	**Line of Coverage – Excess Flood**
	Trisura Specialty Insurance Company

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Other Services to Consider

By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

☐ Gallagher STEP

☐ eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable

for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____

City of Davenport

Department: Finance
Contact Info: Kelley Shook | 563-888-3379

Action / Date
2/22/2023

Subject:
Motion approving the renewal of Active Shooter and Malicious Attack Insurance coverage for policy period February 10, 2023 to February 10, 2024 with Underwriters of Lloyd's, London in the amount of $52,689.68. [All Wards]

Recommendation:
Pass the Motion.

Background:
The City has established a Risk Management Fund to account for various insurance premiums, claims, and administrative costs for the Risk Management program. One type of insurance included in this fund is for Active Shooter and Malicious Attack protection.

It has been the practice of the City to contract with Arthur J. Gallagher & Company to serve as the agent/broker for this insurance policy. The agent/broker is paid by a combination of policy commissions. The role of the agent/broker is make recommendations for policy enhancements and to negotiate with the various insurance markets on the City's behalf. The goal is to find the most cost-effective coverage to minimize overall risk exposure with stable insurance firms capable of handling the specialized insurance needs of a municipal government. In this case, the incumbent carrier, Underwriter at Lloyd's of London represented the most cost-effective choice. The overall premium for Active Shooter and Malicious Attack coverage has increased from $47,485.15 to $52,689.68. Although the City of Davenport has not reported any claim activity against this policy, the insurance market is still adjusting premium levels to match the overall risk of all properties covered. In this case, the City is covered for $3,000,000 per occurrence with no deductible at all City locations as listed on the current Statement of Values.

Attached are documents labeled "Active Shooter Quote," which shows the breakdown of the premium amount as well as the "Active Shooter Documents" which shows support for the coverage type selected. Additionally, attached is a document labeled "FY23 SOV" which is a comprehensive list of all City of Davenport locations at which this coverage is afforded.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Active Shooter Quote
🗋	Backup Material	Active Shooter Documents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	2/9/2023 - 12:31 PM
Finance Committee	Merritt, Mallory	Approved	2/9/2023 - 12:31 PM
City Clerk	Admin, Default	Approved	2/9/2023 - 4:37 PM

RISK PLACEMENT SERVICES

Insurance Quote

Dear: Jeff Young, AJG - Davenport - Risk Mgmt

Attached please find the Carrier quotation RPS has secured on your behalf for the below mentioned risk.
Please review the attached and below carefully as coverage described herein may be different from the original application submitted, or prior policy if applicable.

Insured: City Of Davenport **RPS Reference #:** 5198106A

Mailing Address: 226 W. 4th Street Davenport, IA 52801

Carrier: Underwriters at Lloyd's, London / Non-Admitted AM Best Rating: A XV

Policy Period: 2/10/2023 to 2/10/2024

Coverage: Active Shooter and Malicious Attack

Policy Premium:	$52,168.00	
Taxes:	$521.68	Surplus Lines Tax
Home State:	IA	
TOTAL:	$52,689.68	

Commission: 13% Gross Commission: 20%

Please note:

- You are responsible for reviewing and explaining the coverage to the client, including any options, available or not from our office. The terms hereon are not fully described and no assumption should be made as to the adequacy of the coverage of the risk to the client.
- You are not an Agent of the insurer, and as such, cannot bind coverage nor make any commitments on behalf of the insurer, nor of us. This policy cannot be assigned to another without the written consent of the insurer or their Agent.
- Insurance companies will not approve binding until all subjectivities (except inspections) have been received and accepted.
- This document is a representation of the Carrier's quotation and is subject to all premiums, limits, terms, conditions and exclusions as set forth by the carrier.
- If this policy is issued on a non-admitted basis, your office is responsible for completing, collecting and delivery to RPS any required surplus lines forms, taxes and fees from the insured at time of Binding. RPS will remit the applicable taxes and forms to the state. If this policy is subject to the surplus lines laws in your state, you should make every effort to comply with any special provisions and regulations of your state.
- You are responsible for the issuance and review of Certificates of Insurance (COI). COIs cannot amend or alter the terms provided herein.
- All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated. Accounts with payments that are overdue and are not received within this time frame are subject to cancellation.
- By binding you commit to any provisions contained hereon, such as Minimum Earned Premiums. There are no flat cancellations allowed.

Please advise in writing if you would like to bind coverage per the attached terms and conditions. Should you have any questions please give us a call. Thank you for the opportunity to work on your business!

Sincerely,
Christa Nadler
Risk Placement Services, Inc. - Chicago (Property)
Phone: (312) 803-7374
Email: christa_nadler@rpsins.com

HISCOX R5
rapid response • recover • rebuild • renew

Risk Placement Services Inc (RPS - IL)
525 W Van Buren St, Ste 1325
Chicago, IL 60607

Renewal Quote of Policy No.: UTS2563929.22

Re: City of Davenport

Dear Tiffany

In accordance with your request for a proposal, and based upon the information submitted, I am pleased to offer the following indication:

This indication is inclusive of the following:

General Terms & Conditions

1. 12 month policy period
2. 100% Lloyd's syndicate paper which is rated A by A.M. Best Financial Size Category is Class XV.
3. General Terms and Conditions TR5 P0001 CW (09-17) applies to this policy in conjunction with the specific wording detailed in each section below.
4. Attached endorsements apply: E2007.6 - Lloyd's Syndicate (33) Endorsement, E2010.1 - Premium Payment Clause (Reinsurance), E2013.2 - Service of Suit Endorsement, E2023.1 - Iowa Amendatory Endorsement, and E2017.1 - Policyholder Disclosure Notice of Terrorism Insurance Cover

Quotation Premium Summary

Coverage Part	Layer Limit of Liability	Layer Premium	Hiscox Participation
Active Shooter and Malicious Attack Property and Liability	$ 3,000,000 Per Occurrence / $ 3,000,000 Aggregate	$ 52,168	100%
	Excess of: N/A		
For details about any applicable quota share arrangement, please see the corresponding Coverage Part below.			

Total Layer Premium: $ 52,168

Quotation Details:

HISCOX R5™

rapid response • recover • rebuild • renew

Active Shooter and Malicious Attack Property and Liability Coverage Part: TR5 P0016 CW (05-21)

Hiscox Participation:	100%
Hiscox Active Shooter and Malicious Attack Property and Liability:	$ 3,000,000 Per Occurrence / Each Claim / $ 3,000,000 Aggregate
Total Insured Value:	$ 564,342,324
Additional Security Measures Sublimit	$ 250,000
Counseling Sublimit	$ 250,000
Public Relations Sublimit	$ 250,000
Miscellaneous Crisis Management Expenses Sublimit	$ 250,000
Medical Payments and Funeral Expenses Sublimit	$ 3,000,000
Deductible:	$ 0
Waiting Period:	0 Hour(s)
Active Shooter and Malicious Attack Property and Liability Premium:	$ 52,168
Endorsements:	NONE

Unless otherwise specified, all sublimits listed above apply on a per occurrence/each claim basis and are a part of, and not in addition to, the Active Shooter and Malicious Attack Property and Liability.

This Quotation will expire in 30 days.

The commission payable is 20.00%.

It is your responsibility to handle all E&S filings as well as collect and pay the E&S taxes if the above coverage is secured. Thank you for the opportunity to offer a proposal. Please give me a call if you have any questions.

HISCOX R5
rapid response • recover • rebuild • renew

General Terms and Conditions

I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims**, **events**, and **occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

II. Limits of liability

Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

A. Aggregate limit

The Aggregate Limit identified in the Declarations (if applicable to the relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for all covered **occurrences**, **events**, or **claims**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies.

B. Each occurrence limit

The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence** or **event**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered loss to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

C. Each claim limit

The Each Claim Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **deductible** and will be a part of, and not in addition to, any applicable aggregate limit.

D. Multiple Coverage Parts

If the same **claim** or related **claim**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.

Regardless of the Coverage Parts under which the same **claim** or related **claim**, **event**, or **occurrence** is covered, only one **deductible** will apply, which will be the highest applicable **deductible** of the triggered Coverage Parts.

III. Your obligations to us

A. Named insured responsibilities

It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:

1. timely giving and receiving notice of cancellation or non-renewal;
2. timely payment of premium;
3. agreement to any endorsements to the policy;
4. receipt of return premiums; and
5. timely acceptance of changes to this policy.

B. Your duty to cooperate

You must cooperate with **us** in the investigation, adjustment, defense, and settlement of any loss or **claim** notified to **us**, including but not limited to:

1. submitting a signed proof of loss to **us** as soon as reasonably possible following any loss;
2. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;

3. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
4. attending hearings, depositions, and trials as **we** request;
5. assisting in securing and giving evidence and obtaining the attendance of witnesses;
6. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
7. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
8. pursuing **your** right of recovery from others.

C. Your representations

You warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

IV. Other provisions affecting coverage

A. Alteration and assignment

No change in or modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by our authorized representative.

B. Bankruptcy or insolvency

Your bankruptcy or insolvency will not relieve us of any of our obligations under this policy.

C. Cancellation

1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations. However, the **named insured** may not cancel the policy after it has submitted or reported any loss or **claim** to **us**.
2. This policy may be canceled by **us** only for non-payment of premium. In such cases, **we** will mail to the **named insured** by registered, certified, or other first class-mail (or by email where allowed by applicable law), at the **named insured's** address (or email address) stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than ten days after the date of the notice of cancellation.
3. The mailing (or emailing) of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
4. If this policy is canceled by **us** or the **named insured**, **we** will return a pro rata proportion of the premium.
5. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.

D. Change in circumstances

You must notify **us** as soon as reasonably possible of any change in **your** business operations during the **policy period** which will materially affect this insurance. This includes, but is not limited to, ownership or control of **your** business, any change in the nature of the business carried out at an **insured location**, or any change in **your** operating conditions. **We** may then vary the terms and conditions of this policy. If **you** have any doubt whether a change is material, **you** should consult **your** broker or agent.

E. Coverage territory

This policy will only apply to any **claim**, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) brought against **you** within the United States, its territories or possessions, or Canada.

General Terms and Conditions

F. False or fraudulent claims

If any **insured** commits fraud in connection with any claim under this policy, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

G. Legal action against us

No one may bring a legal action against **us** unless:

1. **you** have fully complied with all of the terms of this policy; and
2. the action is brought within two years after the expiration or cancellation of this policy.

H. Multiple insureds

We will not pay any more than the amount stated in the Declarations applicable to each Coverage Part purchased, whether such amount consists of insured losses sustained by one **named insured** or multiple **named insureds**.

I. Other insurance

Any payment due under this policy will be primary with respect to, and will not contribute with, any other valid and collectible insurance covering the same loss.

However, if **you** have purchased either the Terrorism and Sabotage Liability Coverage Part or the Nuclear, Chemical, Biological, and Radiological Terrorism Coverage Part:

1. with respect to any **claim** made against **you** under Section I. Insuring agreements – What is covered, Third-party liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible workers compensation or employers' liability insurance, unless such other insurance is written specifically as excess over this policy; and
2. with respect to any **claim** made against **you** under Section I. Insuring agreements – What is covered, Employers' liability, any payment due under that Coverage Part will be specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess over this policy.

J. Participation

In the event this policy or any Coverage Part is written as part of a quota share arrangement, **our** obligations will be several and not joint and are limited solely to the extent of **our** individual participation, as described in the Declarations. **We** will not be responsible for the share of any other carrier who for any reason does not satisfy all or part of its obligations.

K. Partial payments

In the event **we** determine a covered loss exceeds the **deductible**, **we** will advance mutually agreed upon partial payment(s) on the covered loss, subject to all other policy provisions. **We** will only advance such payment(s) upon **our** receipt of a signed and sworn proof of loss submitted by **you**, which must include adequate supporting documentation and meet any other requirements described in the applicable Coverage Part.

L. Recovery from third parties

In the event of a claim in which there is potential for recovery from any third party, **we** will have the right to pursue resolution of that action in **your** name at **our** expense. In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.

You will do nothing to prejudice **our** subrogation rights without **our** prior written consent.

You will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.

You (or any of **your** agents, contractors, or subcontractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish any loss insured and to secure compensation for any such loss, including protecting rights and taking action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

M. Sanctions

We will not provide any benefit under this policy where doing so would breach any sanction, prohibition, or restriction imposed by law.

N. Titles

Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

V. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

Application	means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
Covered amounts	means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
Deductible	means the amount identified as such in the Declarations.
Event	means a **malicious attack** or a **malicious threat**, as each is defined in the relevant Coverage Part.
Insured location	means a location on file with and agreed to by **us** as shown in Item 5 of the Declarations.
Named insured	means the entity identified in Item 1 of the Declarations.
Policy period	means the period of time identified in Item 2 of the Declarations.
We, us, or our	means Syndicate 33 at Lloyd's managed by Hiscox Syndicates Limited.
You, your, or insured	means the **named insured**.

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Active Shooter and Malicious Attack Property and Liability Coverage Part

I. Insuring agreements – What is covered

Malicious attack at an insured location

A. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

1. direct physical damage to or physical loss of **covered property** at the **insured location** where the **malicious attack** occurred, including any physical damage caused by law enforcement or security forces responding to the **malicious attack**;
2. **business interruption costs** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred, regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**;
3. **extended period of indemnity** resulting from the interruption of **your** business at the **insured location** where the **malicious attack** occurred; or
4. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** where the **malicious attack** occurred.

Malicious attack at other locations

B. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for the following loss **you** incur directly resulting from a **malicious attack** that occurs during the **policy period** and at a location **you** do not own or operate situated within a one-mile radius of any **insured location**, and is reported to **us** in accordance with Section III. Your obligations:

1. **ingress/egress income loss** directly caused by the interruption of **your** business at the **insured location** situated within a one-mile radius of the **malicious attack**; or
2. **loss of attraction** to the **insured location** situated within a one-mile radius of the **malicious attack**.

Third-party liability

C. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** for covered **claims** against **you** alleging **bodily injury** or **property damage** resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period**, and is reported to **us** in accordance with Section III. Your obligations.

Employers' liability

D. **We** will pay up to the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations for **damages** and **claim expenses** in excess of **your employers' liability coverage** for covered **claims** against **you** alleging **bodily injury** to **your employee** during the course of their employment in **your** business, solely and directly resulting from a **malicious attack** occurring during the **policy period** and at any **insured location**, provided the **claim** is first made against **you** within one year after the end of the **policy period** and is reported to **us** in accordance with Section III. Your obligations.

Bodily injury

E. **We** will pay up to the applicable Limit of Liability listed in the Scale of Benefits stated below for **bodily injury** suffered by anyone at an **insured location** and directly resulting from a **malicious attack** that occurs both during the **policy period** and at such **insured location**, provided it is reported to **us** in accordance with Section III. Your obligations:

Scale of Benefits Limit of Liability for any one affected person sustaining **bodily injury** covered by this Insuring agreement E:

1.	death;	USD $50,000
2.	**loss of limb** - one limb;	USD $25,000
3.	**loss of limb** - two or more limbs;	USD $50,000

4.	**loss of sight** in one eye;	USD $25,000
5.	**loss of sight** in both eyes; or	USD $50,000
6.	**permanent total disablement** (other than total and irrevocable **loss of sight** of one or both eyes or **loss of limb**(s)).	USD $50,000

Any payments **we** make under this Insuring agreement E will reduce the amount of coverage available under any other Insuring agreement or Coverage enhancement arising out of the same **malicious attack**. Any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

II. Coverage enhancements

If an amount appears on the Declarations next to the name of the sublimit below, which indicates **you** have purchased the coverage, **we** will also pay up to the corresponding sublimit for the following amounts directly resulting from a **malicious attack** that occurs during the **policy period** and at an **insured location** and is reported to **us** in accordance with Section III. Your obligations:

Additional security measures sublimit	A.	reasonable and necessary costs and expenses **you** incur to arrange armed or unarmed agents at the affected **insured location** or any other **insured location**, if necessary, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Counseling sublimit	B.	reasonable and necessary costs and expenses **you** incur to provide affected persons psychiatric and counseling services and access to social workers, but only for such costs and expenses **you** incur within 36 months of the **malicious attack**.
Public relations costs sublimit	C.	reasonable and necessary costs and expenses **you** incur for a public relations or crisis management consultant **we** contract to assist **you** in responding to and managing the situation, including media management, remediation and recovery, and the formation of applicable crisis communication strategies, but only for such costs and expenses **you** incur within 90 days of the **malicious attack**.
Miscellaneous crisis management expenses sublimit	D.	other than those costs stated in subsections A, B, and C of this Section II. Coverage enhancements, other reasonable and necessary expenses **you** incur to respond to, mitigate, or recover from the **malicious attack**, but only if incurred with **our** prior written consent.
Medical payments and funeral expenses	E.	**medical expenses** and **funeral expenses** incurred by affected persons for **bodily injury** caused by a **malicious attack** at an **insured location**, regardless of fault, provided: 1. the expenses are incurred within one year of the **malicious attack**; and 2. with respect to **medical expenses** only, the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** may reasonably require.

We will pay the above Coverage Enhancements regardless of whether the **malicious attack** caused any physical loss or damage to **covered property**.

You must incur loss in excess of the applicable **deductible** before **we** will be obligated to make any payments under this Section II. Coverage enhancements, and any payments **we** make will be a part of, and not in addition to, the Active Shooter and Malicious Attack Limit of Liability stated in the Declarations.

III. Your obligations

Notifying us of occurrences	A.	**You** must inform the appropriate civil or military authority of a **malicious attack** as soon as reasonably possible. **You** must also give written notice to **us** of a **malicious attack** as soon as reasonably possible, but in any event, no later than 60 days after such **malicious attack** occurs.

All such notifications to **us** must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

In order to receive crisis management services, **you** must notify the consultant identified in Item 6 of the Declarations.

Notifying us of claims	B.	**You** must give written notice to **us** of any **claim** as soon as reasonably possible, but in any event, no later than 60 days after **you** first become aware of the **claim**. All such notifications must be in writing and include a copy of the **claim** and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Notifying us of potential claims	C.	**You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**. In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, identify the details of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for relief, and any additional information about the **potential claim we** may reasonably request. The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** more than one year after the **policy period** has expired. All **potential claim** notifications must be in writing and submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.
Deductible	D.	**We** will not be obligated to make any payments under this Coverage Part unless the covered loss **you** sustain from a **malicious attack**, regardless of the number of locations affected, is greater than the **deductible**, in which case **we** will only be responsible for the amount of loss in excess of such **deductible**. **Our** obligation to pay **damages** and **claim expenses** under Insuring agreement C. Third-party liability is in excess of the **deductible**, which **you** must pay in connection with each covered **claim**, regardless of the number of locations affected.
Emergency repairs	E.	In the event of a **malicious attack**, **you** must make any emergency repairs necessary to protect **covered property** from further loss or damage.
Maintenance of workers compensation and employers' liability insurance	F.	Solely with respect to Insuring agreement D. Employers' liability, **you** must maintain **employers' liability coverage** on a continuous basis during the **policy period**. **We** will recognize erosion or exhaustion of the limit of liability of the underlying **employers' liability coverage** only by those losses that otherwise would have been covered under this Coverage Part. **We** will have no obligation to pay any sums under Insuring agreement D. Employers' liability, including any **damages**, **claim expenses**, or other covered amounts, for any **claim** that would be covered by the required **employers' liability coverage** but for **your** failure to maintain such coverage.
Proof of loss	G.	Before **we** make any payment under Insuring agreement A or B, **you** must give **us** a signed proof of loss as soon as reasonably possible. If **we** have not received such proof from **you** within 12 months after the end of the **policy period**, **we** will have no obligation to make any payments with respect to that claim.
Your obligation not to incur any expense or admit liability	H.	**You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense. However, **your** compliance with paragraph E. Emergency repairs will not constitute a failure

to comply with this condition.

IV. Defense, settlement, and valuation

Defense and settlement

A. 1. **We** have the right and the duty to defend any covered **claim**, even if such **claim** is groundless, false, or fraudulent.

2. **We** have the right to select and appoint counsel to defend **you** against a covered **claim**. **You** may request in writing that **we** appoint defense counsel of **your** own choice, but whether to grant or deny such a request will be at **our** sole discretion.

3. **We** have the right to solicit and negotiate settlement of any **claim** but will not enter into a settlement without **your** consent, which **you** agree not withhold unreasonably. If **you** withhold consent to a settlement **we** recommend and which is acceptable to the party who made the **claim**, the most **we** will pay for that **claim** is:

   a. the amount of **our** recommended settlement; and

   b. **claim expenses** incurred up to the date of **our** recommendation.

Salvage and recoveries

B. All salvages, recoveries, and payments recovered or received subsequent to a loss settlement under this Coverage Part will be for **our** benefit.

Valuation

C. 1. Business interruption

In calculating **income loss**, **we** will take into consideration:

a. the actual earnings at the **insured location** during the 12 months immediately preceding the date of the **occurrence**; and

b. the trend of **your** business and variations before and after the **occurrence** so that allowances are made for any material variations or changed circumstances, whether relating to market conditions or otherwise.

When fully adjusted, the **income loss** payable will represent as nearly as possible the earnings **you** would have realized during the **period of restoration** had the **occurrence** not occurred.

If **you** could have reduced the total **income loss** or **extra expense** resulting from the interruption of business by:

i. a complete or partial resumption of the business operations;

ii. making use of merchandise, stock, or other property at the **insured location(s)** or elsewhere; and/or

iii. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

If **we** and **you** do not agree on the amount of **income loss** and/or **extra expense**, either party may make a written demand for an appraisal of such loss. If such demand is made, each party will select a competent and impartial appraiser. The appraisers will then jointly select an umpire. If the appraisers cannot agree on an umpire, they may request that such selection be made by a judge of a court having jurisdiction. Each appraiser will separately state the amount of **income loss** and/or **extra expense**. If the appraisers do not agree on the amount of the loss, they will submit their differences to the umpire. Agreement by the umpire and at least one of the appraisers regarding the amount of the **income loss** and/or **extra expense** will be binding on **you** and **us**. Each party will pay their respective chosen appraiser and will equally share the costs of the umpire.

2. Physical damage to property

In the event of physical damage to or loss of **covered property**, **we** will pay the cost of repairing, replacing, or reinstating (whichever is the least) such property on the same site, or nearest available site (whichever incurs the least cost) with material of like kind and quality without deduction for depreciation, subject to the following provisions:

a. the repairs, replacement, or reinstatement must be executed promptly and with due diligence;

b. until repairs, replacement, or reinstatement is made, **we** will have no obligation to pay more than the actual cash value at the time of loss; and

c. if repairs, replacement, or reinstatement with material of like kind and quality is restricted or prohibited by any by-laws or law, then **we** will have no obligation to pay any increased cost of replacement due to such restriction or prohibition.

Our liability for loss under this Coverage Part will not exceed the least of the following:

i. the amount shown in the Declarations applicable to the destroyed or damaged property;

ii. the replacement cost of the property or any part of it which was intended for the same occupancy and use, as calculated at the time of the loss; or

iii. the amount actually and necessarily spent in replacing the property or any part of it.

We will normally expect **you** to carry out repair or replacement of the damaged property, but if **we** and **you** agree it is not practicable or reasonable to do so, **we** will pay **you** an amount based on the repair or replacement costs, less an allowance for fees and associated costs not otherwise incurred.

V. Other provisions affecting coverage

Abandonment

A. There may be no abandonment to **us** of any property.

Inspection and audit

B. **We** will have the right to inspect any **insured location** at any time.

Our right to make inspections, the making of any such inspections, and any report regarding such inspections will not constitute an undertaking to determine or warrant that any property is safe.

We may examine and audit **your** books and records as they relate to this Coverage Part at any time during the **policy period** and within two years afterward.

Joint ventures

C. With respect to any **claim** made against a **joint venture**, **we** will only pay for the same percentage of covered **damages** and **claim expenses** as the percentage of **your** participation in such **joint venture**. The insolvency of any members of the **joint venture** or any other parties will not increase such percentage. This **joint venture** provision will not apply to any liability of an **insured** where, as a result of a **claim**, the terms of the **joint venture** agreement place the entirety of the **joint venture's** liability on such **insured**.

Loss payees

D. 1. In the event there is a specified lender loss payee or mortgagee ("loss payee") with an interest in **covered property**, **we** will pay for loss to such **covered property** to each loss payee under all present or future mortgages according to their respective interests. **We** will pay the loss payees in order of precedence of the mortgages.

2. The loss payee agrees to notify **us** of any change in ownership, occupancy, or hazard, and agrees to pay any additional premium associated with such change, as **we** may reasonably require, within ten days of receiving a written request from **us**. If the loss

payee fails to pay the additional premium, **we** will have the right to cancel this policy.

However, **we** will not invalidate the interests of any loss payee under this Coverage Part because of any:

a. act of neglect of the debtor, mortgagor, or owner of the **covered property**;

b. foreclosure, notice of sale, or similar proceedings with respect to the **covered property**;

c. change in the title or ownership of the **covered property**; or

d. change to a more hazardous occupancy.

3. If **you** fail to provide **us** with a proof of loss in accordance with Section III. Your obligations, the loss payee may provide it on **your** behalf. In that event, the loss payee will be subject to the provisions of this Coverage Part regarding **our** receipt and settlement of claims.

4. If **we** cancel this policy and/or any interest of the loss payee under this Coverage Part, **we** will give the loss payee 90 days written notice before the effective date of cancellation, or ten days if the cancellation is due to nonpayment of premium. In the event of nonpayment of premium, the loss payee must pay the premium due on the debtor, mortgagor, or owner's behalf or **we** will cancel this policy.

5. If **you** cancel this policy, coverage available to the loss payee will terminate ten days after **we** provide the loss payee written notice of cancellation, unless:

   a. the loss payee authorizes or otherwise consents to **your** cancellation before **we** terminate the policy; or

   b. **you** replace this policy with insurance providing coverage for the interests of the loss payee, in which case coverage provided to the loss payee under this Coverage Part will terminate on the effective date of the replacement policy.

6. Notwithstanding anything to the contrary in the General Terms and Conditions, Section IV. Other provisions affecting coverage, L. Recovery from third parties, if **we** pay the loss payee for any loss but deny payment to the debtor, mortgagor, or owner, **we** will be subrogated to all of the rights of the loss payee.

   No subrogation will impair the right of the loss payee to sue or recover the full amount of its claim.

7. At **our** option, **we** may pay to the loss payee the whole principal due on the debt or mortgage plus any accrued interest. In that event, all rights and securities will be assigned and transferred from the loss payee to **us**, and **we** will pay the remaining debt or mortgage.

Protection maintenance

E. **You** and **we** agree that any protection provided for the safety of **covered property** will be maintained in good order throughout the **policy period** and will be in use at all relevant times. **You** agree not to withdraw or vary this protection to the detriment of **our** interests without **our** consent.

Related claims and malicious attacks

F. All **claims** arising out of the same **occurrence** will be considered a single **claim** and deemed to have been made at the time the first of such **claims** is reported to **us**. All such related **claims** will be subject to one **deductible** and a single Each Claim Limit of Liability.

Each **occurrence** will be subject to one **deductible** and a single Active Shooter and Malicious Attack Limit of Liability.

In no event will **we** have any obligation to make any payment under this Coverage Part for any **claim** or **occurrence** resulting from a **malicious attack** which commences prior to the inception of the **policy period**.

VI. Exclusions – What is not covered

Exclusions applicable to the entire Coverage Part	**We** will have no obligation to pay any sums under this Coverage Part for any loss, **damages**, **claim expenses**, **medical expenses**, **funeral expenses**, or any other amounts:
Biological/chemical weapons	1. based upon or arising out of the dispersal of or contamination by any biological or chemical agents, compounds, or pathogens, however such dispersal or contamination may have been caused.
Bodily injury/property damage of the perpetrator	2. based upon or arising out of any **bodily injury** to or **property damage** incurred by the perpetrator(s) of a **malicious attack**.
Electronic loss	3. based upon or arising out of an attack by electronic means, including but not limited to computer hacking, the introduction of any form of computer virus or corrupting or unauthorized instructions or code, or the use of any electromagnetic weapon; however, this exclusion will not apply to otherwise covered loss or damage that arises from the use of any computer, computer system, computer software program, or any other electronic system in the launch or guidance system or firing mechanism of any weapon or missile.
Fines or penalties	4. for any fine, penalty, or other assessment against **you** or imposed by any court, government agency, public or civil authority, or any other person or entity.
Indirect and consequential loss	5. based upon or arising out of: a. loss of use, loss of income, or increased cost of working, except for covered **business interruption costs**, **extended period of indemnity**, **ingress/egress income loss**, and **loss of attraction**; b. delay or loss of markets, depreciation, or reduction in functionality; or c. consequential or indirect loss or damage, except physical loss or damage not otherwise excluded by this policy and which results from a **malicious attack**.
Nuclear incident	6. based upon or arising out of nuclear detonation, nuclear reaction, nuclear radiation, or radioactive contamination, however such nuclear detonation, nuclear radiation, nuclear reaction, or radioactive contamination may have been caused.
Pollution/environmental	7. based upon or arising out of any actual or threatened discharge, dispersal, release, or escape of **pollutants**, including any direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize **pollutants**.
Protests/strikes/civil commotion	8. based upon or arising out of vandals or other persons committing malicious mischief, or arising out of any protest or strikes, labor unrest, riots, or civil commotion.
Road rage	9. based upon or arising out of a violent physical attack between the driver or passenger of a vehicle toward the driver or passenger of another vehicle.
Threat or hoax	10. based upon or arising out of a threat of a **malicious attack** or any hoax; however, this exclusion will not apply where **you** reasonably believed an actual **malicious attack** had occurred.
War	11. based upon or arising out of war, invasion, or warlike operations (whether or not war is declared), hostile acts of sovereign or local government entities, civil war, rebellion, revolution, insurrection, martial law, usurpation of power, or civil commotion assuming the proportions of or amounting to an uprising.

Exclusions applicable only to first-party loss	**We** will have no obligation to pay any sums under Insuring agreement A. Malicious attack at an insured location, Insuring agreement B. Malicious attack at other locations, or Insuring agreement E. Bodily injury, for any:
Burglary/theft	12. loss arising out of burglary, housebreaking, looting, theft, or larceny.
Contraband	13. loss arising out of acts of contraband or illegal transportation or trade.
Government enforcement	14. increase in loss caused by the enforcement of any law regulating the use, reconstruction, repair, or demolition of any property to which this Coverage Part applies.
Mysterious disappearance	15. loss caused directly or indirectly by mysterious disappearance or unexplained loss.
Utilities	16. loss caused directly or indirectly by cessation, fluctuation, or variation in, or insufficiency of, water, gas, electricity supplies, telecommunications, or any other type of utility or service.
Exclusions applicable only to claims	**We** will have no obligation to pay any sums under Insuring agreement C. Third-party liability or Insuring agreement D. Employers' liability, including any **damages** or **claim expenses**, for any **claim**:
Criminal proceedings	17. brought in the form of a criminal proceeding, including but not limited to a criminal investigation, grand jury proceeding, or criminal action.
Harassment and personal injury	18. based upon or arising out of: a. wrongful termination, discrimination, harassment, false arrest, slander, or invasion of privacy; b. assault or battery of any **employee** that does not result from a **malicious attack**; or c. humiliation, mental anguish, emotional distress, suffering, or shock when alleged in conjunction with and based on the same allegations as subpart a or b above.
Intentional acts of the insured	19. based upon or arising out of **your**: a. recklessness or deliberate misconduct; or b. criminal, dishonest, fraudulent, or malicious conduct.
Products/goods	20. based upon or arising out of products or goods that **you** designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed.
Property damage of the insured	21. based upon or arising out of loss of or damage to property: a. **you** own, lease, rent, or occupy; or b. is in the care, custody, or control of **you** or any person or entity with whom **you** have a contractual agreement.
Exclusions applicable only to Insuring agreement C. Third-party liability	**We** will have no obligation to pay any sums under Insuring agreement C. Third-party liability, including any **damages** or **claim expenses**, for any **claim**:
Employer-related liability	22. based upon or arising out of injury or death to any of **your employees**, including any temporary, contract, or borrowed employee, or based upon or arising out of any employer liability, disability benefits, workers compensation, unemployment compensation, or similar laws, or amounts covered by any workers compensation insurance.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section V. Definitions applicable to all Coverage Parts.

Bodily injury means physical injury, sickness, disease, or death, and any resulting humiliation, mental anguish, emotional distress, suffering, or shock.

Business interruption costs means the actual **income loss** and **extra expense you** sustain during the **period of restoration** directly caused by a **malicious attack** which interrupts **your** business for a period greater than the **waiting period**.

Claim means any written assertion of liability or any written demand for financial compensation or non-monetary relief.

Claim expenses means the following sums incurred with **our** prior written consent:

1. all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a **claim**; and
2. premiums on any appeal bond, attachment bond, or similar bond, but **we** will have no obligation to apply for or furnish any such bonds.

Claim expenses does not include any compensation, severance, salary, wages, fees, benefits, overhead, charges, or expenses **you** incur for any time spent in cooperating in the defense, settlement, or investigation of any **claim**.

Covered property means the real property and any business personal property declared to **us** as shown in Item 5 of the Declarations. **Covered property** will also include personal property whose value is declared to **us**, provided such property is located at an **insured location** and:

1. owned by **you**, including **your** interest in **tenant improvements and betterments**;
2. owned by **your** officers and employees; or
3. owned by others and in **your** care, custody, or control, but only to the extent:
   a. **you** are under an obligation to keep such property insured under this policy; or
   b. of **your** legal liability for such property, in which case **we** will have the right and duty to defend that portion of any claim against **you** seeking damages for such physical loss or damage.

   We have the right to select and appoint counsel to defend **you** against any such claim, and **we** may investigate, negotiate, and settle the claim as **we** deem necessary. Any amounts incurred in the defense, investigation, negotiation, or settlement of such claim will be a part of, and not in addition to, the applicable limit of liability.

Covered property does not include:

a. land or land values;
b. power transmission, feeder lines, or pipelines not at an **insured location**;
c. any building or structure, or property inside such building or structure, while such building or structure is vacant, unoccupied, or inoperative for more than 30 days, unless the building or structure is intended to be unoccupied in its normal operations;
d. aircraft or any other aerial device, or watercraft;
e. animals, plants, or living things of all types; or
f. any land conveyance, including vehicles, locomotives, or rolling stock.

   However, land motor vehicles designed for travel on public roads (including any attached machinery or equipment):

   i. that are expressly identified as **covered property** in the Declarations or on file with **us**;
   ii. whose values have been declared to **us**; and
   iii. that were located at an **insured location** at the time of damage,

   will be included as **covered property**.

Damages means the following amounts:

1. a monetary judgment or monetary award that **you** are legally obligated to pay (including pre- or post-judgment interest and awards of claimants' attorney fees); or
2. a monetary settlement **we** negotiate with **your** consent.

Damages includes punitive damages to the full extent they are insurable under the law of any applicable jurisdiction that most favors coverage.

Deductible means the amount stated as such under the Active Shooter and Malicious Attack Property and Liability Coverage Part section of the Declarations.

Employee means any past, present, or future:

1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
2. partner, director, officer, or board member (or equivalent position); or
3. independent contractor,

of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**, and provided such individual would be eligible for coverage under **your employers' liability coverage**.

Employers' liability coverage means:

1. compulsory insurance coverage required by law in connection with **your** liability to **employees**, or, if such coverage is not required by law, then the functional equivalent of such coverage; and
2. insurance coverage for **damages** and/or **claim expenses** for a **claim** brought against **you** by an **employee** or other third party for conduct outside the normal risk of employment or where the **employee** is not subject to an applicable state's workers compensation law.

Extended period of indemnity means the actual amount of the reduction in sales sustained during the 90-day period after the **period of restoration** has ended, but only if resulting from:

1. Restoration efforts: efforts to physically restore the business to the condition that would have existed had no **malicious attack** occurred; or
2. Contract cancellation: cancellation of contracts **you** entered into prior to the **malicious attack** for sales that would have been earned during the 90-day period described above.

Extended period of indemnity will not include loss due to fines or penalties, or damages for breach of contract or late or non-completion of orders.

If **you** could have minimized the total reduction in sales by:

a. a complete or partial resumption of the business operations;

b. making use of merchandise, stock, or other property at the **insured location** or elsewhere; and/or

c. using or increasing business operations elsewhere,

we will take such possible reduction of loss into account when calculating the amount of loss **we** will pay.

Extra expense means the reasonable and necessary expenses **you** incur to minimize the interruption to **your** business operations that are over and above the costs that normally would have been incurred in conducting the business during the same period had no **malicious attack** occurred.

Extra expense also includes the reasonable and necessary expenses **you** incur to relocate **your** business to a temporary location in order to avoid or mitigate **your income loss** directly caused by the interruption to **your** business operations.

At the end of the **period of restoration**, any remaining useful life or salvage value remaining in property for which **extra expense** was incurred during the **period of restoration** will be deducted

and not included in **extra expense**.

The most **we** will pay for **extra expense** is the reasonable and necessary costs and expenses **you** actually incur to minimize the interruption to **your** business operations, or **your** expected **income loss**, whichever is less.

Funeral expenses means reasonable expenses for:

1. burial, cremation, or other funeral-related services; and
2. the transportation of bodily remains to a location where such burial, cremation, or other funeral-related services are performed.

Income loss means the sum of the following:

1. the net income **you** would have earned had no **malicious attack** occurred; and
2. continuing normal operating expenses **you** incur, including ordinary payroll.

Ingress/egress income loss means the **income loss** directly caused by the prevention of ingress to or egress from an **insured location**, whether by order of a civil or military authority or otherwise, sustained for a period greater than the **waiting period** but not to exceed ten days after the **malicious attack**.

Joint venture means a business enterprise in which **you** participate pursuant to a written agreement.

Loss of attraction means the actual amount of the reduction in sales **you** sustain for a period greater than the **waiting period** but not to exceed 30 days after the **malicious attack**.

Loss of limb means the physical separation of a hand at or above the wrists or of a foot at or above the ankle, including permanent total and irrecoverable loss of use of a hand, arm, foot, or leg.

Loss of sight means the permanent and total loss of sight, which **we** will consider as having happened:

1. in both eyes if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight left in both eyes is 3/60 or less on the Snellen scale, meaning the affected person cannot see beyond three feet what he or she should be able to see at 60 feet; or
2. in one eye if, after correction by and on the authority of a qualified ophthalmic specialist, the degree of sight the affected person has left is 3/60 or less on the Snellen scale, meaning he or she cannot see beyond three feet what he or she should be able to see at 60 feet.

Medical expenses means reasonable expenses for necessary:

1. first aid administered at the time of a **malicious attack**;
2. medical, surgical, x-ray, and dental services, including prosthetic devices; and
3. ambulance, hospital, and professional nursing services.

Malicious attack means any event that:

1. involves the use of a firearm, handheld weapon, explosive device, moving vehicle, aircraft, or drone;
2. is intended to harm another person or group of persons; and
3. is carried out or attempted by any person or group of persons acting alone or on behalf of or in connection with any organization.

Occurrence means any one **malicious attack** or series of **malicious attacks** having the same purpose or cause occurring during any period of 72 consecutive hours, which results in a loss or series of losses. Each **occurrence** will be subject to one **deductible** and a single per **occurrence** limit.

If any part of the 72 consecutive hours of the **malicious attack** takes place after the end of the **policy period**, **we** will deem all loss as sustained during the **policy period**.

If a **malicious attack** or series of **malicious attacks** having the same purpose or cause first commences prior to the inception of the **policy period**, **we** will deem the entire **malicious attack** to have occurred prior to the **policy period**.

Period of restoration means the time period beginning on the date and time of the initial interruption of **your** business and ending on the date and time the interruption ends or could have ended had **you** acted with due diligence and dispatch. In no event will the **period of restoration** exceed 180 calendar days.

Permanent total disablement means disablement:

1. which prevents the affected person from attending completely to all aspects of any business or occupation for which he or she is specialized in by training, education, industry knowledge, or relevant experience;
2. lasting 12 consecutive months; and
3. at by end of such period, a qualified physician has confirmed that the affected person has reached maximum medical improvement, with no reasonable expectation of further improvement.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, asbestos, silica, dust, nanoparticles, fibers, mold, spores, fungi, soot, ash, fumes, acids, alkalis, chemicals, germs, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed. However, smoke, soot, ash, or fumes from a fire caused by a **malicious attack** are not **pollutants**.

Potential claim means any **bodily injury** or **property damage**, or other circumstances reasonably likely to lead to a **claim** covered under this Coverage Part.

Property damage means physical loss of or physical damage to or destruction of any tangible property, including the resulting loss of use of that property.

Tenant improvements and betterments means fixtures, alterations, installations, or additions **you**:

1. make to a part of a building **you** occupy but do not own; and
2. acquire or make at **your** expense but cannot legally remove.

Waiting period means the number of hours stated as such in the Declarations commencing from the date and time on which:

1. the initial interruption to **your** business occurs;
2. **your** ingress to or egress from an **insured location** is prevented, whether by order of a civil or military authority or otherwise; or
3. the **malicious attack** first occurs at a location **you** do not own or operate situated within a one-mile radius of any **insured location**.

For any coverage to which a **waiting period** applies, **we** will pay otherwise covered loss only if the interruption to **your** business, prevention of ingress to or egress from the **insured location**, or reduction in sales at the **insured location(s)**, continues for a period greater than the **waiting period**, in which case **we** will pay for **income loss** or **extra expense** sustained from the date and time the interruption, prevention, or reduction first began, and ending on the time limitation applicable to the coverage to which the **waiting period** applies.

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Endorsement 1

APPLICANT NAME: City of Davenport

E2007.6 Lloyd's Syndicate (33) Endorsement

Proportion Percent: 100%
Syndicate: 33
Contract #: B1234HISINC2022
DCH #: DA-CH-211209-0027
Authorization Date: December 22, 2005

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Endorsement 2

APPLICANT NAME: City of Davenport

E2010.1 Premium Payment Clause (Reinsurance)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

Notwithstanding any provision to the contrary within this contract or any endorsement hereto, in respect of nonpayment of premium only, the following clause will apply.

The (Re)Insured undertakes that premium will be paid in full to (Re)Insurers within 30 days of inception of this contract (or, in respect of installment premiums, when due).

If the premium due under this contract has not been so paid to (Re)Insurers by the 30th day from the inception of this contract (and, in respect of installment premiums, by the date they are due) (Re) Insurers will have the right to cancel this contract by notifying the (Re)Insured via the broker in writing. In the event of cancellation, premium is due to (Re)Insurers on a pro rata basis for the period that (Re) Insurers are on risk but the full contract premium will be payable to (Re)Insurers in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this contract.

It is agreed that (Re)Insurers will give not less than 30 days prior notice of cancellation to the (Re) Insured via the broker. If premium due is paid in full to (Re)Insurers before the notice period expires, notice of cancellation will automatically be revoked. If not, the contract will automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

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Endorsement 3

APPLICANT NAME: City of Davenport

E2013.2 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

With the exception of any risks located in the jurisdictions below, service of process in any suit against **us** may be made on:

Hiscox Inc.
5 Concourse Parkway Suite, 2150
Atlanta GA, 30328
Attn: Head of Claims

For any policy in the jurisdictions listed below, service of process in any suit against **us** must be made on the following nominees:

1. For California risks, service of process must be made on:
Wilson, Elser, Moskowitz, Edelman & Dicker
555 S. Flower Street
Suite 2900
Los Angeles, CA 90071

2. For Illinois risks, service of process must be made on:

Lloyd's Illinois, Inc.
181 West Madison Street
Suite 3870
Chicago, IL 60602-4541

It is not necessary for the Director of Insurance to be specifically named or for their address to be specified.

3. For Kentucky risks, service of process must be made on:
Lloyd's Kentucky, Inc.
341 West Main Street
Frankfort, KY 40601-18082

If the policy is in any of the following jurisdictions, service of process may also be made upon the below:

1. For Guam risks, service of process may also be made on either of the following:

Thomas Sterling, Esq.
Blair, Sterling, Johnson, Martinez, P.C.
Suite 1008 DNA Building

Agent Name: N/A
Agent Address: N/A

Endorsement 3

APPLICANT NAME: City of Davenport

238 Archbishop F.C. Flores Street

Hagatna, Guam 96910-5205

Telephone: (671) 477-7857

Facsimile: (671) 472-4290

Email: tcsterling@kbsjlaw.com

2. For Oklahoma risks, service of process may also be made on:
Oklahoma Insurance Commissioner
Oklahoma Insurance Department
4157 S. Harvard, Suite 121
Tulsa, OK 74135

3. For Puerto Rico risks, service of process may also be made on:
Commissioner of Insurance
Office of the Commissioner of Insurance, Commonwealth of Puerto Rico
GAM Tower, Urb. Tabonuco, Suite 400
Guaynabo, Puerto Rico 00968-3020
Telephone: (787) 304-8686
Facsimile: (787) 273-6365
In the event service of process is made on the Commissioner of Insurance, the Commissioner must forward any papers he or she has received to **us** at the address specified above.

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

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Endorsement 4

APPLICANT NAME: City of Davenport

E2023.1 Iowa Amendatory Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

I. The Cancellation provision in Section IV. Other provisions affecting coverage is deleted in its entirety and replaced with the following.

Cancellation

1. This policy may be cancelled by the **named insured** by giving **us** advance written notice stating when thereafter such cancellation will be effective. If the **named insured** cancels this policy, **we** will retain the customary short rate proportion of the premium.

2. **We** may also cancel this policy by mailing to the **named insured** by registered, certified, or other first class mail, at the address shown in Item 1 of the Declarations, written notice stating when not less than 30 days thereafter (or 10 days thereafter when cancellation is due to non-payment of premium), the cancellation will be effective. The mailing of such notice will be sufficient proof of notice and this policy will terminate at the date and hour specified in such notice. If **we** cancel this policy, any return premium will be calculated pro rata. Payment or tender of any unearned premium by **us** will not be a condition precedent to the effectiveness of the cancellation, but such payment will be made as soon as practicable.

If this policy has been in effect for more than 60 days, **we** may cancel this policy for one or more of the following reasons:

(a) Non-payment of premium;

(b) Misrepresentation or fraud made by the **insured** or with the **insured's** knowledge in obtaining the policy, when renewing the policy, or in presenting a **claim** under the policy;

(c) Acts or omissions on the part of the **insured** that substantially change or increase the risk insured;

(d) Determination by the Commissioner that continuation of the policy would jeopardize **our** solvency or place **us** in violation of the insurance laws of Iowa or any other state;

(e) The **insured** has acted in a manner in which it knew or should have known was in violation or breach of a policy term or condition; or

(f) Loss of reinsurance coverage that provides coverage for a significant portion of the **insured's** risk and the Commissioner determines the cancellation is justified.

II. Section IV. Other provisions affecting coverage is amended to include the following at the end:

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Endorsement 4

APPLICANT NAME: City of Davenport

Non-renewal

If **we** elect not to renew this policy, **we** will mail or deliver to the **named insured** written notice of non-renewal not less than 45 days before the end of the **policy period**.

We will mail or deliver the notice of non-renewal to the **named insured** at the last mailing address known to **us**. If the notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.

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Endorsement 5

APPLICANT NAME: City of Davenport

E2017.1 Policyholder Disclosure Notice of Terrorism Insurance Cover

YOU ARE HEREBY NOTIFIED THAT FOLLOWING THE TERRORISM RISK INSURANCE ACT OF 2002, AS AMENDED, COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT REMIBURSES 85% THROUGH 2015; 84% BEGINNING JANUARY 1, 2016; 83% BEGINNING JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 AND 80% BEGINNING JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS THE U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEEDS $100 BILLION IN ANY ONE CALENDAR YEAR. IF THE AGGREGATE OF SUCH LOSSES FOR ALL INSURERS EXCEEDS $100 BILLION, COVERAGE MAY BE REDUCED.

Acts of Terrorism, as defined in Section 102(1) of the Act, as amended, is as follows: The term "Act of Terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an Act of Terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Notwithstanding the TRIA program, this Policy insures against all terrorism perils in accordance with the terms, conditions and exclusions of this insurance. Your policy includes coverage for terrorism losses that are outside the TRIA definition of an "Act of Terrorism" as above. It also provides coverage for you according to your Policy terms, conditions, exclusions and limits, irrespective of any cap.

The allocation of the premium for TRIA coverage is provided below and does not include any charges for the portion of loss covered by the United States government under the Act.

The allocation we have made in respect of US exposures to Acts of Terrorism, as defined under TRIA, is 80% of your current premium. This premium allocation applies to expiry of the risk or 12:00 midnight December 31, 2020, the date on which the TRIA program is scheduled to terminate, whichever is sooner.

PLEASE RETAIN A COPY OF THIS DISCLOSURE NOTICE FOR YOUR RECORDS

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CONFORMITY NOTICE

(This does not amend, extend, or alter the coverages or any other provisions contained in your policy)

Whenever the symbol “$” is used in this policy, it shall mean United States Dollars (USD).

ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Hiscox is committed to complying with trade and economic sanctions. To that end:

I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site http://www.treas.gov/offices/enforcement/ofac/.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

(1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;

(2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;

(3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;

(4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or

(5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at http://www.treas.gov/offices/enforcement/ofac/.

HISCOX

Policyholder Notice
Complaints or Comments

Any complaints or comments may be sent:

- By Mail to:

  Legal Department
  Hiscox USA
  520 Madison Avenue, 32nd Floor
  New York, NY 10022; or

- By Email to:

  us_helpdesk_rfl@hiscox.com

INT N099 CW (03/16)



Active Shooter and Malicious Attack Policy
Workplace Violence eLearning course

Learn how to prevent and respond to workplace violence via Control Risks' world class eLearning course for managers.

This eLearning course is designed for front-line managers and covers behavioral indicators of workplace violence and strategies for recognizing, preventing, and responding to incidents.

Nearly all perpetrators of workplace violence demonstrate concerning behaviors leading up to a violent event. This training program, developed in part by former members of the FBI's Behavioral Analysis Unit, will help familiarize you with the warning signs and red flags of potential violent acts. Front-line managers have a critical role recognizing, reporting, and mitigating these concerning behaviors as part of your organization's safety and prevention efforts.

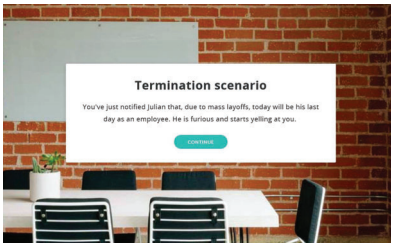
You will learn about:

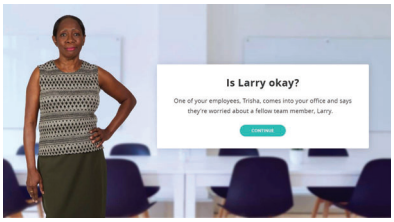
- Types of workplace violence
- Behavioral indicators and warning signs of violence
- How to prevent and respond to a workplace attack
- De-escalation and problematic terminations
- Strategies for responding to an active assailant

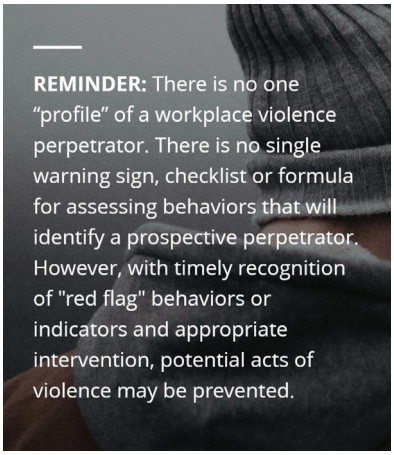
Learn at your own pace

The course is structured into seven bite-sized lessons, with the total course taking approximately 30 minutes. We've designed a lesson that's interactive and engaging, combining real scenarios and reflecting the experiences of our behavioral experts.

Course screenshots







Key benefits

- Online/easy access
- Convenient and cost effective
- Interactive learning
- Scalable
- Bite-sized modules

For more information on our training programs, please contact us:

eLearning@controlrisks.com

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February 7, 2023

City Of Davenport
Jim Forsyth
226 W. 4th Street
Davenport, IA 52801

Re: Active Shooter and Malicious Attack Property and Liability
Underwriters at Lloyd's, London - Policy # UTS2563929.22
Policy Effective: 02/10/2023 to 02/10/2024

Dear Jim:

Your Active Shooter and Malicious Attack Property and Liability policy will be renewing shortly. Attached is our quotation for Active Shooter and Malicious Attack Property and Liability coverage.

- *We have been able to achieve renewal goals by negotiating your renewal with the incumbent carrier.*

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Underwriters at Lloyd's, London.
- The renewal premium is $52,168.00, plus
  - Surplus Lines Tax: $521.68

  Total renewal policy premium: $52,689.68. You will receive an invoice from our office at time of binding.
- Significant policy exclusions include but are not limited to the following: fraud & abandonment
- The valuation of covered property is based on refer page # 11 of 31, 12 of 31 basis.
- Immediately report all claims to:
  Direct Reporting:
  - Underwriters at Lloyd's, London
  - Crisis support – 833-439-8346
  - Hiscox Claims
  - Fax: 678-731-9501
  - Email: Terrorism.Claims@Hiscox.com
- Gallagher is responsible for the placement of the following lines of coverage: Active Shooter and Malicious Attack Property and Liability, Business Auto, Automobile Physical Damage, Employee Benefits Liability, Law Enforcement Liability, Public Officials Errors & Omissions, Public Officials Employment Practices, Aviation General Liability, Builders Risk, Cargo/Truckers, Crime, Cyber Liability, Docks & Piers, Equipment Breakdown, Excess Liability, Fine Arts Specialty, Flood NFIP, General Liability, Liquor Liability, Property, Watercraft, License & Permit Bond, Public Officials Bond.

  It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering

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other types of exposures, please contact your Gallagher representative.

It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:

- Pollution Liability
- Foreign Liability

To renew this policy, please refer to the "Client Authorization to Bind Coverage" page attached.

Note any changes you desire to be made. Date and sign. Return prior to the effective date of coverage.

1. Subject to the Signed SOV.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Jeff Young, CIC

Enclosure

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Compensation Disclosure Schedule

Coverage(s)	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary %
Active Shooter and Malicious Attack Property and Liability	Underwriters at Lloyd's, London	Risk Placement Services, Inc.	$52,168.00	13%	7%

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
   * A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees. * Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

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Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these “Terms”) govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the “**CAB**”) included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher’s assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages).

We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallaher's Privacy Policy located at https://www.ajg.com/privacy-policy/. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of $500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

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Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

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Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

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Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

Line of Coverage	*Insurance Company ** (AM Best Rate/Financial Strength)*	*Market Response ****	*Admitted ******
Active Shooter and Malicious Attack Property and Liability	Underwriters at Lloyd's, London (A XV)	Recommended	Non-Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from AM Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. AM Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of AM Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at http://www.ambest.com/ratings/.

***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

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City Of Davenport
Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated February 7, 2023, you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ **Accept** ☐ **Reject**	Active Shooter and Malicious Attack Property and Liability Premium: $52,689.68 – No Deductible
	Underwriters at Lloyd's, London
Optional Coverages:	
☐ **Accept** ☐ **Reject**	**Option #: 1** Active Shooter and Malicious Attack Property and Liability (Deductible $5,000) Premium: $51,125.00+tax
☐ **Accept** ☐ **Reject**	**Option #: 2** Active Shooter and Malicious Attack Property and Liability (Deductible $10,000) Premium: $50,081.00+tax
☐ **Accept** ☐ **Reject**	**Option #: 3** Active Shooter and Malicious Attack Property and Liability (Deductible $25,000) Premium: $47,473.00+tax

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

☐ Pollution

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

_____

_____

Other Services to Consider

www.ajg.com

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By checking the box(es) below, you are requesting that Gallagher provide you with additional information for the following services:

☐ Gallagher STEP

☐ eRiskHub

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed $20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at https://www.ajg.com/privacy-policy/.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing

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Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

_____

Company

_____

Signature

Date: _____