

COMMITTEE OF THE WHOLE MEETING

CITY OF DAVENPORT, IOWA

Wednesday, July 16, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

AMENDED JULY 14, 2025

- 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 Fairmount Library Roofing project, CIP #23093. [Ward 1]
- VII. Petitions and Communications from Council Members and the Mayor
- VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Paul Reinartz, Vice Chair

IX. COMMUNITY DEVELOPMENT

- 1. Third Consideration: Ordinance for Case REZ25-01 being the request of Woda Cooper Development, Inc to rezone approximately .39 acres of land located on Lot 21 of Sheffield Square 1st Addition from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]
 - 2. Resolution setting a Public Hearing on the proposed conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. [Ward 3]
 - 3. Resolution approving Case F25-07 being the request of AW Holdings LLC for a final plat of Wittenmyer Subdivision, a 5-lot subdivision on 31.9 acres located at 2800 Eastern Avenue. [Ward 5]
- X. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ben Jobgen, Chair; Tim Dunn, Vice Chair

XI. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Chapter 9.40 entitled "Projectiles, Toys Pistols and Fireworks" of the Municipal Code of Davenport, Iowa to update the allowed dates and times that consumer fireworks can be used in accordance with Senate Bill 303. [All Wards]
2. Third Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Esplanade Avenue at Pleasant Street. [Ward 5]
3. First Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8]
4. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; **Closure**: Grand Avenue from Douglas Court to East Locust Street. [Ward 5]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 8:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; **Closure**: West 14th Street from Harrison Street to Main Street. [Wards 3 & 5]

Garner Farms HOA; Block Party; 1600 block of West 51st Street; 3:00 p.m. - 8:00 p.m. Saturday, August 16, 2025; **Closure**: West 51st Street from North Sturdevant Street to the cul-de-sac. [Ward 7]

Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 23, 2025 - 6:00 p.m. Sunday, August 24, 2025; **Closures**: East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]

Ken Hopper; Quad City Air Show; Davenport Municipal Airport | 9230 North Harrison Street; 1:00 p.m. - 2:00 p.m. Thursday, August 21, 2025 (practice); 10:00 a.m. - 11:30 a.m. and 1:30 p.m. - 4:30 p.m. Friday, August 22, 2025 (practice); 11:30 a.m. - 4:30 p.m. Saturday, August 23, 2025 (Air Show Day One); and 11:30 a.m. - 4:30 p.m. Sunday, August 24, 2025 (Air Show Day Two); **Closures**: Slopertown Road from east of the Sterilite entrance to North Harrison Street; North Division Street north of the roundabout at Amazon to Slopertown Road. [Ward 8]

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

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m.
Saturday, July 26, 2025; Outdoor music, over 50 dBA. [Ward 5]

Hawkeye Sports Bar; Outdoor Bands; 4646 Cheyenne Avenue; 7:30 p.m. - 11:30 p.m.
Saturday, July 25, 2025; Friday, August 1, 2025; Friday, August 15, 2025; and
Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 2]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th
Street; 6:00 p.m. - 9:00 p.m. Friday, August 8, 2025, and 9:00 a.m. - 5:00 p.m.
Saturday, August 9, 2025; Outdoor music, over 50 dBA. [Wards 3 & 5]

The Pour House; 30th Anniversary; 1502 West Locust Street; 12:00 p.m. - 10:00 p.m.
Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 4]

Angels with Wings of Iowa; Carnival for Individuals with Special Needs and Their
Caregivers and Families; LeClaire Park | 400 Beiderbecke Drive; 11:00 a.m. - 6:00
p.m. Saturday, August 30, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

6. Motion approving beer and liquor license applications.

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

Ward 3

Collette's (Collette's, LLC) – 317 West 3rd Street – New License – License Type: Class
C Liquor (On-Premises)

Cedar Ridge Distillery (Cedar Ridge Vineyard, LLC) - 131 West 2nd Street –
Temporary Event August 14-19 - License Type: Class C Liquor (On-Premises)

River Center/Adler Theatre (VenuWorks of Davenport, LLC) – 136 East 3rd Street –
Temporary Outdoor Area July 24-26 – License Type: Class C Liquor (On-Premises)

Ward 4

Washington Street Mini Mart (Yuvi Global Supply, LLC) – 1601 Washington Street –
New License/Owners – License Type: Class E Liquor (Carry-Out)

Ward 6

Rudy's Tacos (Prime Partners, LLC) – 3944 Elmore Avenue – New License/Owners
with Outdoor Area – License Type: Class C Liquor (On-Premises)

*PUBLIC SAFETY CHAIR REQUESTS SUSPENSION OF THE RULES AND THIS BE
VOTED ON LATER ON THE AGENDA*

Ward 8

Quad City Air Show (Aerial Promotions) - 9010 Harrison Street – Temporary Outdoor Event - License Type: Class C Liquor (On-Premises)

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

Ward 5

D'Ville (Aba East Village, LLC) - 2228 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 1020 West Kimberly Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Hooters Of Davenport (Hoa Restaurant Holder, LLC) - 110 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

Double D Diner (The Shadowy Biscuit, LLC) - 2225 West 53rd Street #400 – License Type: Class C Liquor (On-Premises)

Girl + Food by Cafe Fresh (Girl + Food, LLC) - 5345 Belle Avenue - Outdoor Area - License Type: Class C Liquor (On-Premises)

7. Motion approving a special occurrence permit for Daniel Fuentes to allow a mobile food unit to operate on public property located in front of 1407 West 4th Street. [Ward 3]

XII. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Tim Kelly, Vice Chair

XIII. PUBLIC WORKS

1. Resolution accepting the sanitary sewer, storm sewer, and pavement associated with the American Water Way roadway extension. [Ward 8]
2. Resolution approving Change Order #2 in the amount of \$261,752 to Veenstra & Kimm, Inc of Rock Island, Illinois for Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project (EDA project #06-79-06258) CIP #39012. [Ward 1]
3. Resolution awarding a contract for the Freight House Window and Door Replacement

project to Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$748,862, CIP #23091 & #23097. [Ward 3]

4. Resolution awarding a contract for the 2025 Residential Alley Program to Langman Construction, Inc of Rock Island, Illinois in the amount of \$599,189.58, CIP #35038. [Ward 5]
5. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Library Roof Replacement project, CIP #23093. [Ward 1]
6. Resolution authorizing submission of a grant application to the Iowa State Recreational Trails Program (SRT) for financial assistance to re-route the Duck Creek Recreational Trail under Division Street. [Wards 2 & 7]
7. Resolution granting a public utility easement on City-owned property located at 2424 South Concord Street (Parcel R0903-02A). [Ward 1]

XIV. Motion recommending discussion or consent for Public Works items

FINANCE

Jazmin Newton, Chair; Mhisho Lynch, Vice Chair

XV. FINANCE

1. Resolution approving a 20-year lease agreement and updated management agreement with Lindsay Park Yacht Club. [Ward 5]
2. Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus. [Ward 5]
3. Resolution approving the qualified financial institutions in which to do investment business and establishing the maximum deposit amount for each in accordance with the City of Davenport Investment Policy. [All Wards]
4. Resolution approving the purchase of replacement laptops for the Fire Department from MacQueen of Baxter, Iowa in the amount of \$115,349.06 using NASPO ValuePoint Master Agreement #29720. [All Wards]
5. Resolution affirming the legal independence of the Davenport Civil Rights Commission and directing the City Administrator to support the implementation of Commission decisions in accordance with applicable City ordinances and state and federal law. [All Wards]
6. Motion approving a payment of \$59,722 to the Bi-State State Regional Commission for FY 2026 membership dues. [All Wards]

XVI. Motion recommending discussion or consent for Finance items

XVII. PURCHASES ORDERS OF \$10,000 TO \$50,000 ENTERED JUNE 16-30, 2025 (For

Information Only)

1. National League of Cities Inc | FY 2026 membership dues | Amount: \$10,288
2. Davenport Electric Contract Co Inc | Keota pump service relocation | Amount: \$10,978.43
3. Lane & Waterman LLP | consulting services | Amount: \$10,988
4. Lane & Waterman LLP | consulting services | Amount: \$11,865.66
5. Lane & Waterman LLP | consulting services | Amount: \$12,177
6. John Crane Inc | drafft tube mixer mechanical seals | Amount: \$12,794.79
7. Lexipol LLC | LEFTA Shield Suite subscription renewal | Amount: \$13,791.40
8. Lane & Waterman LLP | consulting services | Amount: \$13,971.79
9. Traffic Control Corporation | RM25-271 53rd/Eastern signal cabinet replacement | Amount: \$14,250
10. Eastern Iowa Tire Inc | Compost end loader tires | Amount: \$15,520
11. Xylem Dewatering Solution, Inc | UV disinfection electronic ballasts | Amount: \$20,060
12. Lane & Waterman LLP | consulting services | Amount: \$21,441
13. Lane & Waterman LLP | consulting services | Amount: \$25,100
14. Tech Logic Corp | Library automated sorter service agreement | Amount: \$26,662.80
15. Lane & Waterman LLP | consulting services | Amount: \$27,306.50
16. Midwest Storage Solutions Inc | Main Library shelving installation | Amount: \$27,739.86
17. Davenport Electric Contract Co Inc | Freight House fire alarm system | Amount: \$28,500
18. Lane & Waterman LLP | consulting services | Amount: \$33,896.68
19. Environmental Control Solutions Inc | parts for Public Works HVAC upgrade | Amount: \$41,800

XVIII. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the listed item.
2. Motion approving a beer and liquor license application.
 - A. New license, new owner, temporary permit, temporary outdoor area, location transfer, etc. (as noted):

Ward 6

Rudy's Tacos (Prime Partners, LLC) – 3944 Elmore Avenue – New License/Owners with Outdoor Area – License Type: Class C Liquor (On-Premises)

XIX. 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 three (3) minute time limit. Please end your comments promptly.

XX. Reports of City Officials

XXI. Executive Session

1. To discuss strategy with counsel in matters involving litigation pursuant to Iowa Code Section 21.5(1)(c).

XXII. Adjourn

City of Davenport

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

Action / Date
7/16/2025

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Fairmount Library Roofing project, CIP #23093. [Ward 1]

Recommendation:

Hold the Hearing.

Background:

This project is located at the Fairmount Library, 3000 North Fairmount Street. The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment necessary for the replacement of the existing roof as indicated in the plans and specifications.

Attachments:

None

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
7/16/2025

Subject:

Third Consideration: Ordinance for Case REZ25-01 being the request of Woda Cooper Development, Inc to rezone approximately .39 acres of land located on Lot 21 of Sheffield Square 1st Addition from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

Recommendation:

Consider the Ordinance.

Background:

The subject property is zoned C-1 Neighborhood Commercial District. The site is currently vacant and will be combined with the abutting lots, zoned C-T Commercial Transitional District, to the west to form a larger developable property. The purpose is to construct Timber Ridge Apartments, a planned 52-unit rental community for independent living seniors 62 years of age or older. All units will be located within one 3-story fully accessible building spanning across 5 properties. Community amenities will include a gathering place and dog park.

At its January 21, 2025 meeting, the Plan and Zoning Commission recommended Case REZ25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

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 C-T Commercial Transitional District is compatible with the zoning and uses of nearby property.
3. The zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed amendment does not create nonconformities.

The staff report from the January 21, 2025 Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Staff Report
3. Application
4. Maps
5. Zoning Ordinance

6. Public Notice: Committee of the Whole
7. Public Notice: Plan & Zoning Commission

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ25-01 BEING THE REQUEST OF WODA COOPER DEVELOPMENT, INC TO REZONE APPROXIMATELY .39 ACRES OF LAND LOCATED ON LOT 21 OF SHEFFIELD SQUARE 1ST ADDITION FROM C-1 NEIGHBORHOOD COMMERCIAL DISTRICT TO C-T COMMERCIAL TRANSITIONAL DISTRICT.

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

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

Lot 21 in Sheffield Square 1st Addition, an Addition to the City of Davenport, Iowa. Subject to easements and restrictions of record.

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

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 C-T Commercial Transitional District is compatible with the zoning and uses of nearby property.
3. The zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed amendment does not create nonconformities.

Section 3. At its January 21, 2025 meeting, the City Plan and Zoning Commission voted to forward Case REZ25-01 to the City Council with a recommendation for approval subject to the listed findings.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Matt Werderitch | 563-888-2221

Action / Date
1/21/2025

Subject:

Case REZ25-01: Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

Recommendation:

Staff recommends Case REZ25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

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 C-T Commercial Transitional District is compatible with the zoning and uses of nearby property.
3. The zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed amendment does not create nonconformities.

Background:

The subject property is zoned C-1 Neighborhood Commercial District. The site is currently vacant and will be combined with the abutting lots, zoned C-T Commercial Transitional District, to the west to form a larger developable property. The purpose is to construct Timber Ridge Apartments, a planned 52-unit rental community for independent living seniors 62 years of age or older. All units will be located within one 3-story fully accessible building spanning across 5 properties. Community amenities will include a gathering place and dog park.

Why is a Zoning Map Amendment Required?

'Dwelling-Multi-Family' is a permitted use in both the C-1 Neighborhood Commercial District and the C-T Commercial Transitional District. However, there are different district dimensional standards for lot area, building height, gross floor area of nonresidential, and setbacks. The two districts also have separate design standards for fenestration. Since the applicant intends to construct the footprint of the senior living facility across zoning designations, a map amendment is required to facilitate the development.

Comprehensive Plan:

1. Within Existing Urban Service Area: Yes
2. Within Urban Service Area 2035: Yes

Future Land Use Designation:

The subject property is currently designated as Residential General in the Davenport +2035 Future Land Use Map.

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 applicant is petitioning a rezoning from C-1 Neighborhood Commercial District to C-T Commercial Transitional District.

1. **C-1 Neighborhood Commercial District:** This zoning district is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.
2. **C-T Commercial Transitional District:** This zoning district is intended to accommodate low intensity limited office, service, and retail uses that may serve as a transition between residential areas and more intensely developed commercial or light industrial areas of the City. Low intensity mixed-use is allowed.

Technical Review:

City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to regional systems. Additional review will occur upon development of the property.

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.

- **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 areas as a whole, the neighborhood surrounding Truman Elementary School is classified as Residential General. Established neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, except for edges and transition areas, where higher intensity

may be considered.

Rezoning the property to C-T Commercial Transitional District does not require an amendment to the Future Land Use Map. With the exception of Green Acres Park, the intersection of Pine Street and West 53rd Street is designated as a Commercial Node. It is generally encouraged to have higher density near commercial corridors, such as West 53rd Street. The subject property serves as the transition between these two land use designations.

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

- **The compatibility with the zoning of nearby property.**

Staff Response: The subject property is located on a block that serves as a transition between a commercial corridor and residential neighborhood. Given the higher traffic volumes, properties along West 53rd Street and Pine Street are zoned C-1 Neighborhood Commercial District. This facilitates commercial development that is compatible with nearby residential neighborhoods.

The lots on this block fronting West 54th Street and Linwood Avenue are zoned C-T Commercial Transitional District. This is the lowest intensity commercial district in Davenport, which is designed to promote moderate density residential development with limited commercial uses. The request to downzone the property to a lower intensity district will further protect the adjacent residential areas from incompatible commercial development. A rezoning creates consistency with the immediately adjacent vacant lots to the west, which are intended to be combined for the development of a senior living facility. Furthermore, the maximum building height in the C-T Commercial Transitional District is 35 feet, which is consistent with the surrounding residentially zoned properties.

The properties north of 54th Street are zoned R-4 Single-Family and Two-Family Residential District. This moderately dense urban development pattern is suitable adjacent to commercial corridors. Preserving a limited commercial zoning designation on the southside of the street may create a beneficial mix of land uses in the area.

It is staff's opinion the proposed zoning amendment to C-T Commercial Transitional District is compatible with the zoning of nearby property.

- **The compatibility with established neighborhood character.**

Staff Response: The established neighborhood character consists of a diversity of residential, commercial, and civic uses. The neighborhood contains a mixture of housing types, including single-family homes along Linwood Avenue, duplexes on the northside of 54th Street, townhomes, and a 12-unit multi-family building at 2413 54th Street. Truman Elementary School is also within close proximity and has an entrance directly across the street from the subject property. Commercial businesses within the vicinity include Choice Automotive, Big 10 Mart, Lawnscape, and a shopping center at the southeast corner of Pine Street and 53rd Street.

The subject property is a vacant lot, which will be combined with the adjacent parcels to the west to form a larger developable site. Compatibility with the established neighborhood character depends on the development of the property. The Zoning Ordinance implements design standards to ensure new construction is cohesive with the surrounding neighborhood. These standards regulate building materials, façade design, fenestration, and roof design.

Both the C-1 Neighborhood District and C-T Commercial Transitional District have the same design standards for residential development. These standards will be applicable to the proposed senior living facility. However, there are minor differences for new commercial construction. A rezoning to C-T Commercial Transitional District would eliminate a ground floor transparency requirement of 50% for public facing facades. Otherwise, standards for façade design and roof design remain unchanged between zoning districts.

It is staff's opinion the proposed zoning district is compatible with the established neighborhood character.

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

Staff Response: The applicant is requesting a map amendment to a more restrictive zoning designation. The proposed zoning map amendment will allow for similar uses as those already existing in the neighborhood. However, the C-T Commercial Transitional District limits the maximum gross floor area of nonresidential uses to 5,000 square feet. This is a unique requirement that does not apply to Davenport's other commercial zoning districts. The purpose is to ensure existing residential neighborhoods are protected from more intense commercial uses.

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

- **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 existing and proposed zoning designations accommodate low intensity office and retail uses that serve the needs of nearby residential areas. Dwellings are also considered a permitted use in both the C-1 Neighborhood Commercial District and the C-T Commercial Transitional District. The purpose of the rezoning is specific to the proposed development. The applicant intends to combine the subject lot, zoned C-1 District, with the adjacent properties to the west, zoned C-T District. Since the proposed apartment building will span across zoning boundaries, a map amendment is required to facilitate the development. Otherwise, a standalone multi-family building could be built on the site without a rezoning.

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

- **The extent to which the proposed amendment creates nonconformities.**

Staff Response: There are no structures on the subject property, which has been used as a community garden in recent years. If rezoned to C-T Commercial Transitional District, the property will comply with district dimensional standards for minimum lot area (10,000 square feet) and width (60 feet) requirements. Any development of the site shall be in accordance with applicable city codes and meet the standards of the C-T Commercial Transitional District.

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

Public Input:

Letters were sent to property owners within 200 feet of the proposed request notifying them of the December 18th neighborhood meeting and the January 7th Plan and Zoning Commission Public Hearing.

The neighborhood meeting was held at the Red Hawk Golf Course Clubhouse. Those in attendance included the applicant, planning staff, several elected officials, and two members of the public. To date, no written comments or formal protest petitions have been submitted. Staff will apprise the Commission of any additional correspondence at the January 21st Plan and Zoning Commission meeting.

Attachments:

1. Application
2. Maps
3. Public Notice
4. Zoning Ordinance



CITY OF DAVENPORT
Development & Neighborhood
Services – Planning
1200 E. 46th ST
Davenport, IA 52807

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
REZONING
(MAP AMENDMENT)

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING

PROJECT TITLE
Timber Ridge Apartments

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION
Vacant lot across from 2350 W 54th Street.

NEIGHBORHOOD MEETING DATE / TIME / LOCATION

ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA
	C1	CT	16,830

COMPLETE SUBMITTALS SHALL INCLUDE: **SUBMITTED**

Concept/Development Plan ☒

Authorization to Act as Applicant* ☒
*only needed if the Applicant is different than the owner

Legal Description* (bearing & distance) ☒
*shall include a MS Word or Text file

Legal Description Dimensioned Sketch ☒

Application Fee* (REQUIRED) ☐
*(check payable to 'City of Davenport')

Rezoning Fee Schedule

Land Area	Fee
Less than 1 acre	\$400
1 to less than 10 acres	\$750 plus \$25/acre
10 acres or more	\$1,000 plus \$25/acre

1 to 3 site notice signs are required based on lot size; \$10 each

PROJECT NARRATIVE: (submit separate sheet if needed)

Timber Ridge Apartments is a planned 52-unit rental community for independent living seniors 62 years of age or older. The project will feature 32 one-bedrooms and 20 two-bedroom apartments. Units will feature energy efficient appliances including in-unit washers and dryers. All units will be located in one 3-story fully accessible building. Community amenities will include a community gathering place and a dog park.

Submit the first two pages of this form to Planning Staff at:
planning@davenportiowa.com or contact staff with any
questions or requests for additional information.

APPLICANT INFORMATION

Applicant Name | Company Name

Woda Cooper Development, Inc.

Address

500 S Front Street, 10th fl.

City | State | Zip

Columbus, Ohio 43215

Phone

(614) 935-5466

Secondary Phone

E-Mail Address

Acceptance of Applicant

I, the undersigned, certify that the information on this application to the best of my knowledge, is true and correct. I further certify that I have a legal interest in the property in question, and/or that I am legally able to represent all other persons or entities with interest in this property, and acknowledge formal procedure and submittal requirements.

In addition to the application fee, I understand I am responsible for attendance at each meeting on the public hearing/zoning calendar. The City reserves the right to require further site studies as necessary, such as a traffic study.

Barry Accountius

Type Applicant's Name

Applicant's Signature

Date

1-8-25

DEVELOPMENT TEAM

Property Owner

Steven Josvanger

Address

6732 Cresthill Drive, Davenport, IA 52806

Phone

(563) 579-0266

Secondary Phone

E-Mail Address

Project Manager/Other

Barry Accountius

Address

500 S Front Street, 10th fl., Columbus, OH 43215

Phone

(614) 935-5466

Secondary Phone

E-Mail Address

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

T | 563.326.6198
E | planning@davenportiowa.com

davenportiowa.com/DNS
revised Jan. 2024

Authorization to Act as Applicant

I/We, Steven Josvanger

[as property owner(s)]

authorize Barry Accountius and/or Nick Pack and/or Karen Bernick

[the above person(s)]

to act as applicant, representing me/us before the City Plan & Zoning Commission

for the property located at across from 2350 W 54th Street

Steven J. Josvanger
Signature(s)*

*Please note: original signature(s) are required signed in front of a Notary.

Notarization:

11-19-24
Date

State of Iowa

County of SCOTT

Sworn and subscribed before me

this 19th day of NOV, 2024

LATASHA M BROTHERTON

Notary Public

My Commission Expires:

July 7 2026



[identification type]



Neighborhood Meeting Attendance List

Date: 12/18/2024

Time: 6:00 am

Location: Red Hawk Golf Course Clubhouse

Case:

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

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	Dwain Kilburg	[REDACTED]	[REDACTED]	2316-18
2				2322-24
3	Cole Kilburg			2340-42
4				2356-58
5				
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Vicinity Map | Case REZ25-01

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]



LINWOOD AVE

TRUMAN ELEMENTARY SCHOOL

W 54TH ST

CHOICE
AUTOMOTIVE

PINE ST

GREEN
ACRES
PARK

LAWNSCAPERS

BIG 10 MART

W 53RD ST

SHOPPING CENTER



Subject Property

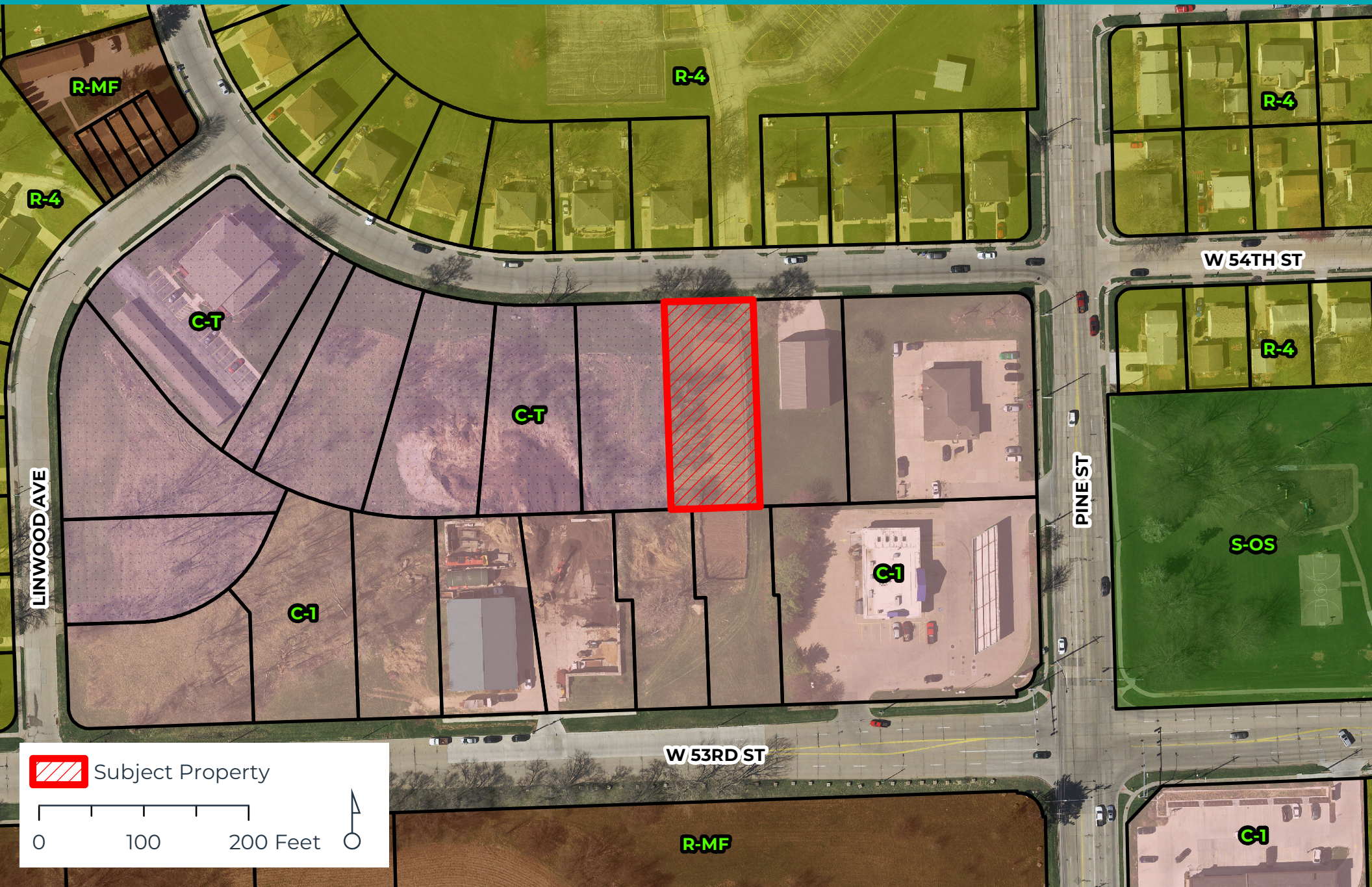
0 100 200 Feet





Zoning Map | Case REZ25-01

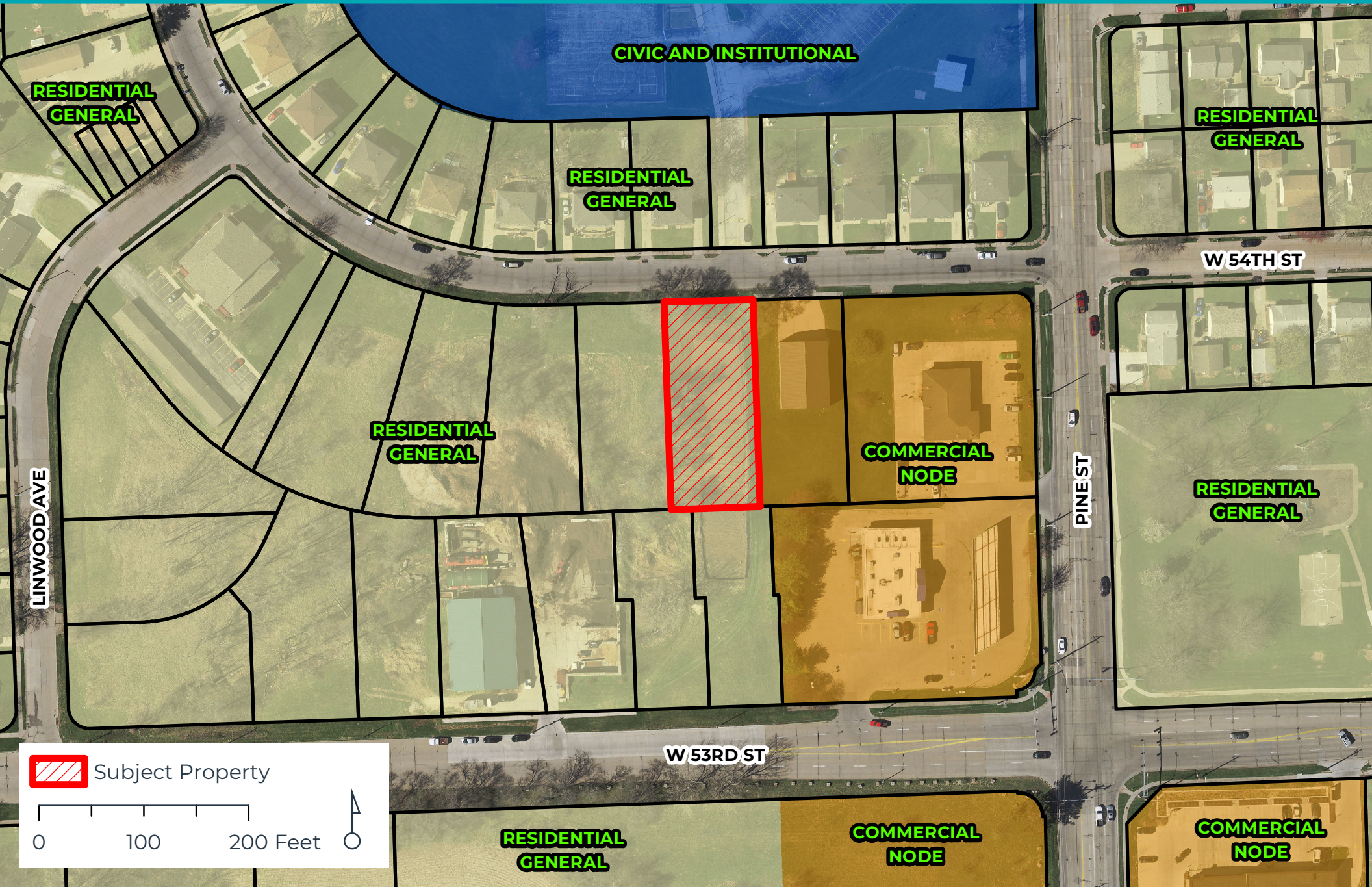
Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]





Future Land Use Map | Case REZ25-01

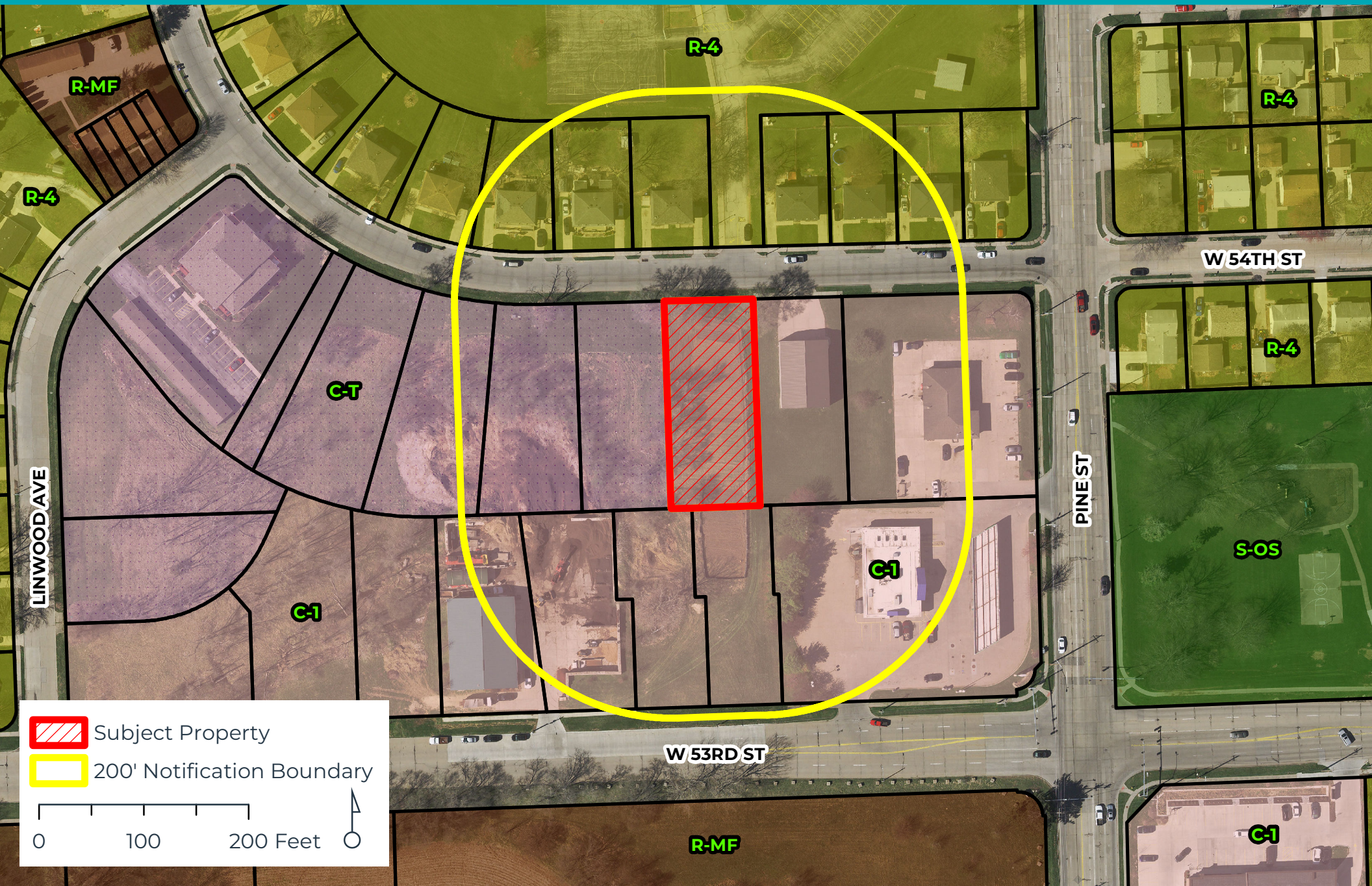
Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]





Public Notice Map | Case REZ25-01

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]



CHAPTER 17.05. COMMERCIAL DISTRICTS

Section 17.05.010	Purpose Statements
Section 17.05.020	Uses
Section 17.05.030	Dimensional Standards
Section 17.05.040	Design Standards
Section 17.05.050	C-D District Standards
Section 17.05.060	C-V District Standards
Section 17.05.070	C-E District Standards
Section 17.05.080	General Standards of Applicability

Section 17.05.010 Purpose Statements

A. C-T Commercial Transitional Zoning District

The C-T Commercial Transitional Zoning District is intended to accommodate low intensity limited office, service, and retail uses that may serve as a transition between residential areas and more intensely developed commercial or light industrial areas of the City. Low intensity mixed-use is allowed.

B. C-1 Neighborhood Commercial Zoning District

The C-1 Neighborhood Commercial Zoning District is intended to provide for commercial uses that predominantly serve the needs of nearby residential neighborhoods, and that are compatible in scale and character with the surrounding residential area. Low intensity mixed-use is encouraged.

C. C-2 Corridor Commercial Zoning District

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

D. C-3 General Commercial Zoning District

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

E. C-C City Centre Zoning District

The C-C City Centre Zoning District is intended to position the central part of the city for revitalization oriented toward a regional mix of commercial, high-density residential, and entertainment that encourages compatible development and redevelopment while promoting local reinvestment.

F. C-OP Commercial Office Park Zoning District

The C-OP Commercial Office Park Zoning District is intended to accommodate larger office developments, office parks, and research and development facilities, which may include limited indoor light industrial uses with no outside impacts. The district is oriented toward larger-scale complexes that may include ancillary services for employees such as personal services, restaurants, and retail establishments. District standards are intended to guide the development of campus-like environments, and include provisions for orientation of structures around plazas or public spaces, and the creation of a cohesive appearance.

G. C-D Downtown Zoning District

The C-D Downtown Zoning District is intended to accommodate the unique development environment of downtown Davenport. The District is intended to reinforce and enhance the existing character of downtown as a point of regional focus, a destination for culture, sports, and entertainment, and a vibrant, pedestrian-friendly mixed-use environment.

H. C-V Village of East Davenport Zoning District

The C-V Village of East Davenport Zoning District is intended to preserve and enhance the smaller-scale, historic character of the Village of East Davenport, and to ensure future development is compatible with the unique historic and architectural character of the area.

I. C-E Elmore Corners Zoning District

The C-E Elmore Corners Zoning District is intended to implement the vision contained in the Elmore Corners Area Plan through the application of site and building design standards that ensure quality, compatible, and coordinated development within the area.

Section 17.05.020 Uses

A. Chapter 17.08 lists permitted, special, and temporary uses for the commercial districts.

B. In the C-V District, only 35% of a blockface can be in the use "bar." This is calculated as a percentage of the number of buildings along a blockface. Where a structure maintains an outdoor seating area, such seating area is counted as part of the building.

Section 17.05.030 Dimensional Standards

A. Table 17.05-1: Commercial Districts Dimensional Standards establishes the dimensional standards for the commercial districts, with the exception of the C-D, C-V, and C-E Districts. The dimensional standards for development in the C-D, C-V, and C-E Districts are found in Sections 17.05.050, 17.05.060, and 17.05.070 respectively, below. These regulations apply to all uses within each district unless a different standard is listed for a specific use.

B. In the C-T District, new non-residential development is limited to the maximum gross floor area indicated in Table 17.05-1. Any structures existing as of the effective date of this Ordinance are exempt from this limitation. Additional gross floor area may be permitted if, during site plan review, it is found that the development meets the following standards:

1. The development maintains the privacy of adjacent residential lots through techniques such as decreased height, additional landscape and screening measures, building massing and design to mitigate adverse impacts of noise and lighting, and increased setbacks above those required from adjacent residential lots.
2. Building design elements incorporate pedestrian-scale features, such as awnings and storefront windows.
3. The design of the site's circulation system provides adequate and safe access for both motor vehicles and alternate modes of transportation, including pedestrians and bicyclists. The design minimizes potentially dangerous traffic movements and points of conflict between vehicles and pedestrians or bicyclists.

C. In the C-1 District where 70% of a block face has been developed, new construction may exceed the Build-to-Zone limits by no more than the average setback of structures on said blockface.

D. See Section 17.02.040 for measurement methodologies.

Table 17.05-1: Commercial Districts Dimensional Standards

	C-T	C-1	C-2	C-3	C-C	C-OP
Bulk						
Lot Area (minimum)	10,000sf	None	None	20,000sf	None	20,000sf
Lot Width (minimum)	60'	None	None	80'	None	70'
Gross Floor Area of Nonresidential (maximum)	5,000sf unless Sec.17.05.030.B	None	None	None	None	None
Building Height (maximum)	35'	45'	45'	Nonresidential: 55' Mixed-Use: 75'	None unless within 75' of a 'R' District, then 35'	45'
Setbacks						
Front (minimum)	BTZ of 0' to 20'	BTZ of 0' to 15'	None	25'	None	20'
Front Build-To %	70%	70%	None	None	None	None
Interior Side (minimum)	None, unless abutting a 'R' District then 20'	None, unless abutting a 'R' District then 10'	None, unless abutting a 'R' District then 10'	10', unless abutting a 'R' District then 20'	None, unless abutting a 'R' District then 20'	15'
Corner Side (minimum)	BTZ of 0' to 15'	BTZ of 0' to 10'	10'	20'	None	BTZ of 0' to 20'
Corner Side Build-To %	60%	60%	None	None	None	60%
Rear (minimum)	15';unless abutting a 'R' District then 25' or 20% of lot depth, whichever is less	None, unless abutting a 'R' District then 15' or 20% of lot depth, whichever is less	None, unless abutting a 'R' District then 15'	10', unless abutting a 'R' District then 25'	None, unless abutting a 'R' District, then 25'	25'

Section 17.05.040 Design Standards

The following design standards apply to new construction, substantial repair or rehabilitation of the exterior façade of an existing structure meant to remedy damage or deterioration, and additions to an existing structure in the commercial districts, with the exception of the C-D, C-V, and C-E Districts. Design standards for development in the C-D, C-V, and C-E Districts are found in Sections 17.05.050, 17.05.060, and 17.05.070 respectively, below. Only those standards that relate to the specific repair, rehabilitation action, or addition apply. These standards do not apply to interior remodeling.

New construction of any new dwelling shall meet either the Design Standards in Table 17.05-2 or the Use Standards for the applicable dwelling type in Section 17.080.030.

A. Commercial Districts Design Standards

Table 17.05-2: Commercial Districts Design Standards establishes the design standards for the commercial districts. In the table, a “•” indicates that the standard is applicable in the district indicated. The absence of a “•” indicates that the standard does not apply to the district.

Table 17.05-2: Commercial Districts Design Standards						
	C-T	C-1	C-2	C-3	C-C	C-OP
Façade Design						
Building façades that face a public right-of-way, excluding alleys, must not contain blank wall areas that exceed 40 linear feet, measured parallel to the street.	•	•	•	•	•	
Building façades in excess of 100 linear feet that face a public right-of-way, excluding alleys, must include a repeating pattern with no less than two of the following elements: color change, texture change, building material change, or a wall articulation change of no less than 2 feet in depth or projection, such as a reveal, pilaster, or projecting rib. All elements must repeat at intervals of no more than 40 linear feet.	•	•	•	•	•	
Buildings with façades over 150 feet in length must incorporate wall projections or recesses, or changes in wall plane a minimum of two feet in depth a maximum of every 75 linear feet.						•
All buildings must have a public entrance from the sidewalk along the primary building frontage. Public entrances must be visually distinctive from the remaining portions of the façade.	•	•	•	•	•	
Building materials and visual elements used on the façade of the primary building frontage must continue on all building façades that face a public right-of-way (excluding alleys) and/or the lot line of a residential district.	•	•	•	•	•	
Large expanses of highly reflective wall surface material and mirror glass on exterior walls are prohibited.	•	•	•	•	•	•
Fenestration Design	C-T	C-1	C-2	C-3	C-C	C-OP
The ground floor of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 50%, measured between two and ten feet in height from grade.		•	•			
The ground floor of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 35%, measured between two and ten feet in height.				•	•	
Upper floors of a façade facing a public right-of-way (excluding alleys) must maintain a minimum transparency of 15% of the wall area of the story.	•	•	•			
Roof Design						
Rooflines over 100 linear feet in building length must contain variation, and incorporate a major focal point feature, such as a dormer, gable, or projected wall feature. An element of variegation on the roofline must occur at intervals of no more than 75 linear feet.	•	•	•	•	•	
Parapet walls must feature three-dimensional cornice treatments or other shadow-creating details along their tops to provide visual interest.	•	•	•	•	•	
Any roof that is visible from a public right-of-way must be shingle or colored standing seam metal roofing.	•	•	•	•	•	
Green roof, blue roof, and white roof designs are encouraged.	•	•	•	•	•	•
Reflective roof surfaces that produce glare are prohibited, except for solar panels or white roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.	•	•	•	•	•	•
Entrance Design						
Public entrances and primary building elevations must be oriented toward a public street. Main entrances to the buildings must be well defined.						•
Entrances to office or guest facilities must address the street, with direct access to office or guest facilities from street frontages and parking areas						•

Table 17.05-2: Commercial Districts Design Standards

	C-T	C-1	C-2	C-3	C-C	C-OP
Multi-Tenant Commercial Center and Office Park Site Design						
Sites must be designed to ensure safe pedestrian access to the commercial center from the public right-of-way, and safe pedestrian circulation within the development.		•	•	•	•	
A cohesive character must be established through the use of coordinated hardscape (paving materials, lighting, street furniture, etc.) and landscape treatments within the development.		•	•	•	•	
Commercial centers may provide definition along the street frontage by locating part of the center or outlot buildings within 0' to 25' of the front lot line. The center or any outlot buildings may be placed within a required setback to comply with this standard.				•	•	
In multi-building complexes, a distinct visual link must be established between various buildings through the use of architectural features or site design elements such as courtyards, plazas, landscape, and walkways to unify the project.					•	•
Developments should provide a pedestrian link to adjacent commercial uses to provide safe pedestrian access between the site and commercial uses outside the development.						•

B. Building Material Restrictions

In commercial districts (excluding the C-D, C-V, and C-E Districts), the following building materials are prohibited on any façade facing a public right-of-way (excluding alleys) or any façade that abuts the lot line of a residential district. However, such materials may be used as decorative or detail elements for up to 25% of the façade, or as part of the exterior construction that is not used as a surface finish material.

1. Plain concrete block
2. Corrugated metal
3. Aluminum, steel or other metal sidings (does not apply to C-1 and C-2 Districts)
4. Exposed aggregate (rough finish) concrete wall panels
5. T-111 composite plywood siding
6. Plastic
7. Vinyl

C-1 DISTRICT DESIGN STANDARD



- | | |
|--|--|
| <p>A. Blank wall area 40 linear feet or less, measured parallel to the street</p> <p>B. Repeating pattern of two elements at an interval of no more than 40 linear feet</p> <p>C. A visually distinct public entrance from the sidewalk along the primary building frontage</p> <p>D. First floor transparency of 50% measured between two and ten feet in height from grade</p> | <p>E. Upper floor transparency of 15% of the wall area of the story</p> <p>F. 100-foot roofline with variations occurring at intervals of no more than 75 linear feet</p> <p>G. Parapet walls with three-dimensional cornice treatments or other shadow-creating details</p> |
|--|--|

CHAPTER 17.08.	USES
Section 17.08.010	General Use Regulations
Section 17.08.020	Use Matrix
Section 17.08.030	Principal Use Standards
Section 17.08.040	Temporary Use Standards
Section 17.08.050	Use Definitions

Section 17.08.010 General Use Regulations

- A.** No structure or land may be used or occupied unless allowed as a permitted or special use within the zoning district.
- B.** All uses must comply with any applicable federal and state requirements, and any additional federal, state, or city ordinances.
- C.** Any use that is not included in the use matrix and cannot be interpreted as part of a use within the matrix is prohibited in all districts.
- D.** A site may contain more than one principal use, so long as each principal use is allowed in the district. Each principal use is approved separately. In certain cases, uses are defined to include ancillary uses that provide necessary support and/or are functionally integrated into the principal use.
- E.** All uses must comply with the use standards of Section 17.08.030, as applicable, as well as all other regulations of this Ordinance and the City.

Section 17.08.020 Use Matrix

- A.** Table 17.08-1: Use Matrix identifies the principal and temporary uses allowed within each zoning district. Cells are color-coded for ease of review only; the letter indicated in the cell controls over any errors in color-coding.
- B.** Uses allowed in the R-3 and R-3C Districts are those listed in Table 17.08-1 for the R-3 District. Uses allowed in the R-4 and R-4C Districts are those listed in Table 17.08-1 for the R-4 District.
- C.** P indicates that the use is permitted by-right in the district. S indicates that the use is a special use in the district and requires special use approval. If a cell is blank, the use is not allowed in the district.
- D.** In the case of temporary uses, a T indicates the temporary use is allowed in the district and may require approval of a temporary use permit per the standards of Section 17.08.040.
- E.** For accessory uses, see Chapter 17.09.
- F.** See Section 17.04.020 for additional use restrictions in the R-3, R-3C, R-4, and R-4C Districts.
- G.** See Section 17.05.020 for additional use restrictions in the C-V District.

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Adult Use																S	S					Sec. 17.08.030.A	
Agriculture																			P				
Amusement Facility - Indoor									P	P	P		P	P	P	P		P					
Amusement Facility - Outdoor										S	S				S	P		S					
Animal Care Facility - Large Animal																			P				
Animal Care Facility - Small Animal							S	S	P	P	P		S	S	P	P		P	P			Sec. 17.08.030.B	
Animal Breeder																			P			Sec. 17.08.030.B	
Art Gallery							P	P	P	P	P		P	P	P			P					
Arts and Fitness Studio							P	P	P	P	P		P	P	P			P					
Bar									P	P	P		P	P	P			P					
Bar – Neighborhood								P														Sec. 17.08.030.C	
Bed and Breakfast	S	S	S	S	S		S												P			Sec. 17.08.030.D	
Billboard									P	P							P	P				Sec. 17.08.030.E	
Body Modification Establishment								P	P	P	P		P		P			P					
Broadcasting Facility TV/Radio								P	P	P		P	P	P	P	P	P	P			P		
Campground																			S	P		Sec. 17.08.030.F	
Car Wash									P	P					S			P				Sec. 17.08.030.G	
Casino															P								
Cemetery																				P			
Children's Home					P				P	P					P			S			P	Sec. 17.08.030.H	
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Community Center	P	P	P	P	P		P	P	P	P	P		P	P	P			P	P	P	P		
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P	Sec. 17.08.030.I	
Conservation Area																			P	P			
Country Club																				P			
Cultural Facility							P	P	P	P	P		P	P	P			P		P	P		
Day Care Center					P		P	P	P	P	P	P	P	P	P	S		P			P	Sec. 17.08.030.J	
Day Care Home	P	P	P	P	P														P			Sec. 17.08.030.J	
Drive-Through Facility									P	P	S		S		P	P	P					Sec. 17.08.030.K	
Drug/Alcohol Treatment Facility, Residential									S	S					S			S			S	Sec. 17.08.030.L	
Drug Treatment Clinic									S	S					S			S			S	Sec. 17.08.030.L	
Domestic Violence Shelter					P			P	P	P					P			P			P	Sec. 17.08.030.H	
Dwelling - Accessory Dwelling Unit	P	P	P	P																		Sec. 17.08.030.M	
Dwelling - Manufactured Home						P													S			Sec. 17.08.030.N	

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Dwelling - Multi-Family					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.O	
Dwelling - Townhouse					P		P	P	P	P	S		P	P	P			P				Sec. 17.08.030.P	
Dwelling - Single-Family	P	P	P	P	P		P	P	P					P								Sec. 17.08.030.P	
Dwelling - Single-Family Semi-detached		P	P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (New Construction)			P	P	P		P	P	P		S			P								Sec. 17.08.030.P	
Dwelling - Two-Family (Conversion)					P		P	P	P					P								Sec. 17.08.030.P	
Educational Facility - Primary or Secondary	P	P	P	P	P																P		
Educational Facility - University or College										P	P	P	P		P						P		
Educational Facility - Vocational							S	S	S	P	P	P	P	S	P	P	P	P			P		
Equine Keeping/Equestrian Facility	P																		P			Sec. 17.08.030.Q	
Fairground																			S	S	P		
Financial Institution							P	P	P	P	P	P	P	P	P			P					
Financial Institution, Alternative									S	S					S			P				Sec. 17.08.030.R	
Food Bank																P	P	P					
Food Pantry									P	S					S			S					
Funeral Home							S	S	S	P					P			P					
Gas Station								S	P	P	S				P	P	P	P				Sec. 17.08.030.S	
Golf Course/Driving Range																				P			
Government Office/Facility							P	P	P	P	P	P	P	P	P	P	P	P		P	P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Greenhouse/Nursery - Retail										P					P			P	S				
Group Home	P	P	P	P	P																	Sec. 17.08.030.T	
Halfway House									S	S					S			S			S	Sec. 17.08.030.L	
Healthcare Institution																					P		
Heavy Rental and Service																P		P					
Heavy Retail										S					S	P		P					
Homeless Shelter									S	S					S			S			S	Sec. 17.08.030.L	
Hotel									P	P	P	P	P	S	P			P					
Industrial - General																	P						
Industrial - Light												P				P	P	P					
Industrial Design								P	P	P		P	P		P	P	P	P					
Live Performance Venue										P	P		P	P	P	P		P					

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Lodge/Meeting Hall	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	P			Sec. 17.08.030.U	
Manufactured Home Park						P																	
Medical/Dental Office							P	P	P	P	P	P	P	P	P			P			P		
Micro-Brewery/Distillery/Winery									P	P	P		P	P	P	P		P					
Neighborhood Commercial Establishment		S	S	S	S																	Sec. 17.08.030.V	
Office							P	P	P	P	P	P	P	P	P	P	P	P			P		
Outdoor Dining							P	P	P	P	P	P	P	P	P	P	P	P			P	Sec. 17.08.030.W	
Parking Lot (Principal Use)								S	S	S	S	S	S	S	S	P	S	S			P	Chapter 17.10	
Parking Structure (Principal Use)								S	S	P	P	P	S	S	P			P			P	Chapter 17.10	
Personal Service Establishment							P	P	P	P	P	P	P	P	P	P		P			P		
Place of Worship	P	P	P	P	P		S	S	P	P	P		P	P	P	P			P		P		
Private Recreation Facility								P	P	P	P	P	P	P	P	P		P			P		
Public Park	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			P	P	P	P		
Public Safety Facility					P		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Public Works Facility												P					P	P	P	P		P	
Reception Facility	S	S	S	S			S	S	S	P	P		S	S	P			P	S			Sec. 17.08.030.X	
Recreational Vehicle (RV) Park																			S	S		Sec. 17.08.030.F	
Research and Development												P					P	P	P		P		
Residential Care Facility					P		P	P	P	P	P	P	P		P	P		P			P	Sec. 17.08.030.Y	
Restaurant								P	P	P	P	P	P	P	P	P	P	P		P	P		
Retail Goods Establishment							P	P	P	P	P	P	P	P	P	P	P	P			P		
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Retail Alcohol Sales									P	P	S		S		P	P							
Retail Sales of Fireworks																P	P					Sec. 17.08.030.Z	
Salvage Yard																	S						
Self-Storage Facility: Enclosed									S	S					P	P	P	P				Sec. 17.08.030.AA	
Self-Storage Facility: Outdoor																P	P	S				Sec. 17.08.030.AA	
Social Service Center									P	P					P			P			P		
Solar Farm												P				P	P		S		P	Sec. 17.08.030.BB	
Specialty Food Service								P	P	P	P		P	P	P	P		P					
Storage Yard - Outdoor																P	P					Sec. 17.08.030.CC	
Truck Stop																P	P						
Vehicle Dealership - Enclosed										P		S	P		P	S		P					
Vehicle Dealership - With Outdoor Storage/Display										S					S	S		P					

P indicates a use is permitted by-right in the district. S indicates a use is a Special Use in the district and requires Zoning Board approval. Blank cells indicate a use is not allowed.

TABLE 17.08-1: USE MATRIX																							
PRINCIPAL USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Vehicle Operation Facility																P	P				P		
Vehicle Rental - Enclosed										P		S	P		P	S		P					
Vehicle Rental - With Outdoor Storage/Display										S					S	S		P					
Vehicle Repair/Service - Major										S						P	P	S				Sec. 17.08.030.DD	
Vehicle Repair/Service - Minor									P	P					P	P	P	S				Sec. 17.08.030.DD	
Warehouse																P	P						
Wholesale Establishment																P	P	S					
Wind Energy System												S				S	S		S		S	Sec. 17.08.030.EE	
Wine Bar								S	P	P	P		P	P	P			P					
Winery																			S				
Wireless Telecommunications	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF	
Wireless Telecommunications - Stealth Design Antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF	
Wireless Telecommunications - DAS Co-Location	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 17.08.030.FF	
Wireless Telecommunications - DAS New Pole	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	Sec. 17.08.030.FF	
TEMPORARY USE	R-1	R-2	R-3	R-4	R-MF	R-MHP	C-T	C-1	C-2	C-3	C-C	C-OP	C-D	C-V	C-E	I-1	I-2	I-MU	AG	OS	IC	USE STANDARD	
Farmers' Market					T		T	T	T	T	T	T	T	T	T			T	T	T	T	Sec. 17.08.040.A	
Real Estate Project Sales Office/Model Unit	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T	T	T			T	Sec. 17.08.040.B	
Temporary Cell On Wheels (COW)	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.C	
Temporary Contractor Office and Contractor Yard	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.D	
Temporary Outdoor Entertainment	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T	T	T	Sec. 17.08.040.E	
Temporary Outdoor Sales (No Fireworks Stand)	T	T	T	T	T		T	T	T	T	T	T	T	T	T	T		T	T		T	Sec. 17.08.040.F	
Temporary Outdoor Sales - Fireworks Stand Only																T	T					Sec. 17.08.040.G	
Temporary Outdoor Storage Container	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	T	Sec. 17.08.040.H	

Section 17.08.030 Principal Use Standards

Where applicable, principal uses are required to comply with all use standards of this section, whether a permitted or special use, in addition to all other regulations of this Ordinance.

O. Dwelling - Multi-Family

In the case of conflict with any design standards contained within Chapter 17.04, the standards of Chapter 17.04 control.

1. There must be a unifying architectural theme for the entire multi-family development, utilizing a common vocabulary of architectural forms or elements.
2. Building facades must include windows, projected or recessed entrances, overhangs, and other architectural features. Three-dimensional elements, such as balconies and bay windows, are encouraged to provide dimensional elements on a façade.
3. A 12% minimum transparency requirement applies to any façade facing a street and is calculated on the basis of the entire area of the façade below the roofline.
4. For residential structures with more than twelve (12) dwelling units, the following building materials are prohibited on any façade. However, such materials may be used as decorative or detail elements for up to 25% of the facade, or as part of the exterior construction that is not used as a surface finish material.
 - a. The following building materials are prohibited on any part of any façade:
 - i. Plain concrete block
 - ii. Plastic
 - iii. Exterior insulating finish systems (EIFS)
 - b. The following building materials are prohibited as a primary surface finish material on any façade but may be used as decorative or detail elements for up to 15% of the façade:
 - i. Corrugated metal
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. T-111 composite plywood siding
3. Setbacks for accessory structures like garages, carports and sheds shall meet required accessory structure setbacks; ancillary buildings such as offices or community rooms shall meet principal use setbacks.



PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 200 feet of the subject property located at Lot 21 of Sheffield Square 1st Addition

Committee of the Whole Public Hearing Meeting

Date: 2/5/2025

Time: 5:30 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 C-1 Neighborhood Commercial District. The request is to rezone the property to C-T Commercial Transitional District. The purpose is to construct Timber Ridge Apartments, a planned 52-unit rental community for independent living seniors 62 years of age or older. All units will be located within one 3-story fully accessible building spanning across 5 properties. (See attached map.)

Request/Case Description

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

At its January 21, 2025 meeting, the Plan and Zoning Commission recommended Case REZ25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings.

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 C-T Commercial Transitional District is compatible with the zoning and uses of nearby property.
3. The zoning map amendment will enable the area to be developed in a manner consistent with the surrounding area.
4. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. The proposed amendment does not create nonconformities.

What are the Next Steps after the Neighborhood Meeting and Public Hearing?

The public hearing on the above matter is scheduled for 5:30pm or as soon thereafter on Wednesday, February 5, 2025 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.

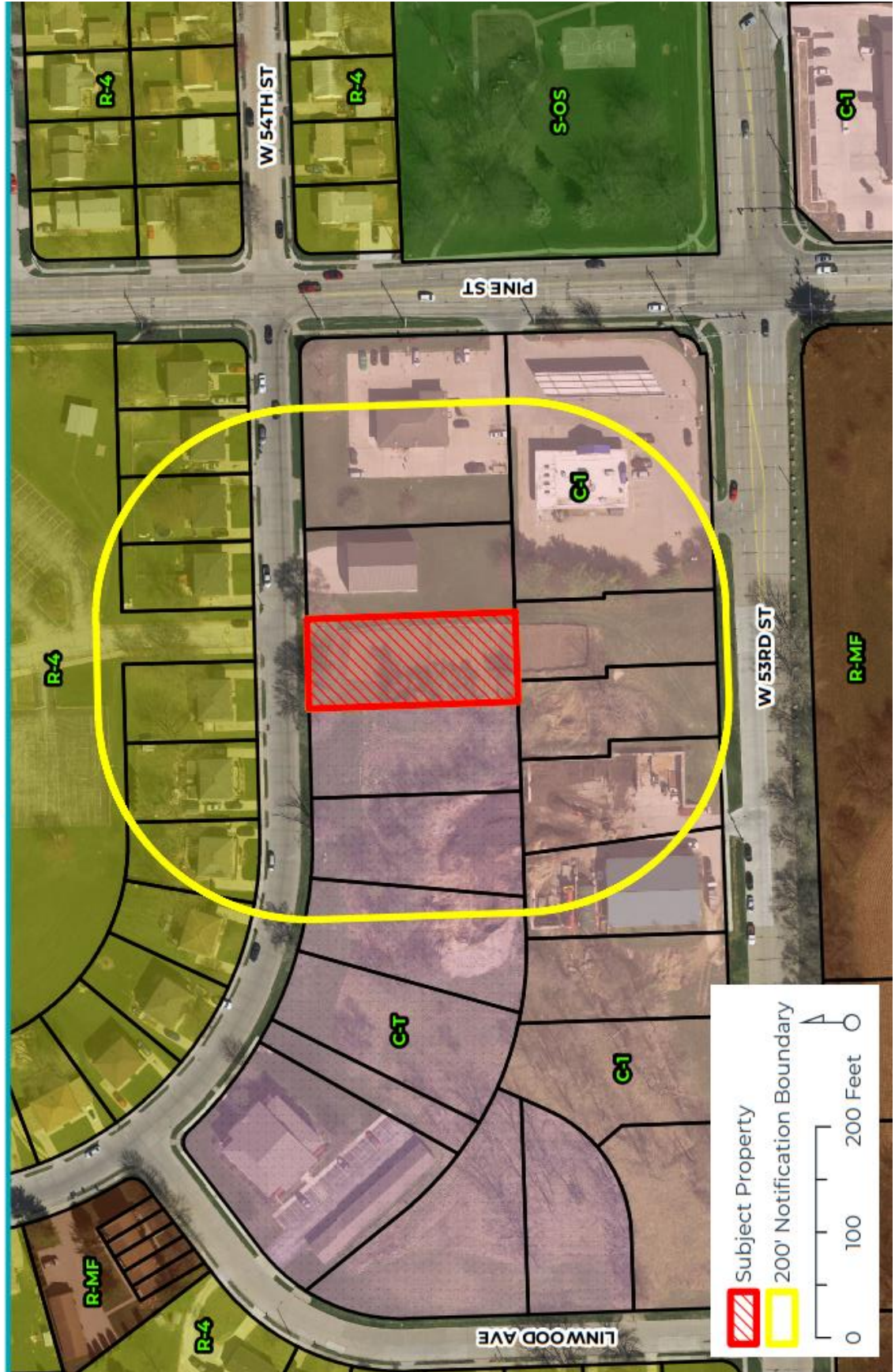
All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

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



Public Notice Map | Case REZ25-01

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]





PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 200 feet of the subject property located at Lot 21 of Sheffield Square 1st Addition

Neighborhood Meeting

Date: 12/18/2024

Time: 6:00 PM

Location: Red Hawk Clubhouse | 6364 Northwest Boulevard

Plan & Zoning Commission Public Hearing Meeting

Date: 1/7/2025

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 C-1 Neighborhood Commercial District. The request is to rezone the property to C-T Commercial Transitional District. The purpose is to construct Timber Ridge Apartments, a planned 52-unit rental community for independent living seniors 62 years of age or older. All units will be located within one 3-story fully accessible building spanning across 5 properties. (See attached map.)

Request/Case Description

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]

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 January 7, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on January 21, 2025. 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 "Meeting Minutes & Agendas": https://www.davenportiowa.com/government/meeting_minutes_agendas

Do You Have Any Questions?

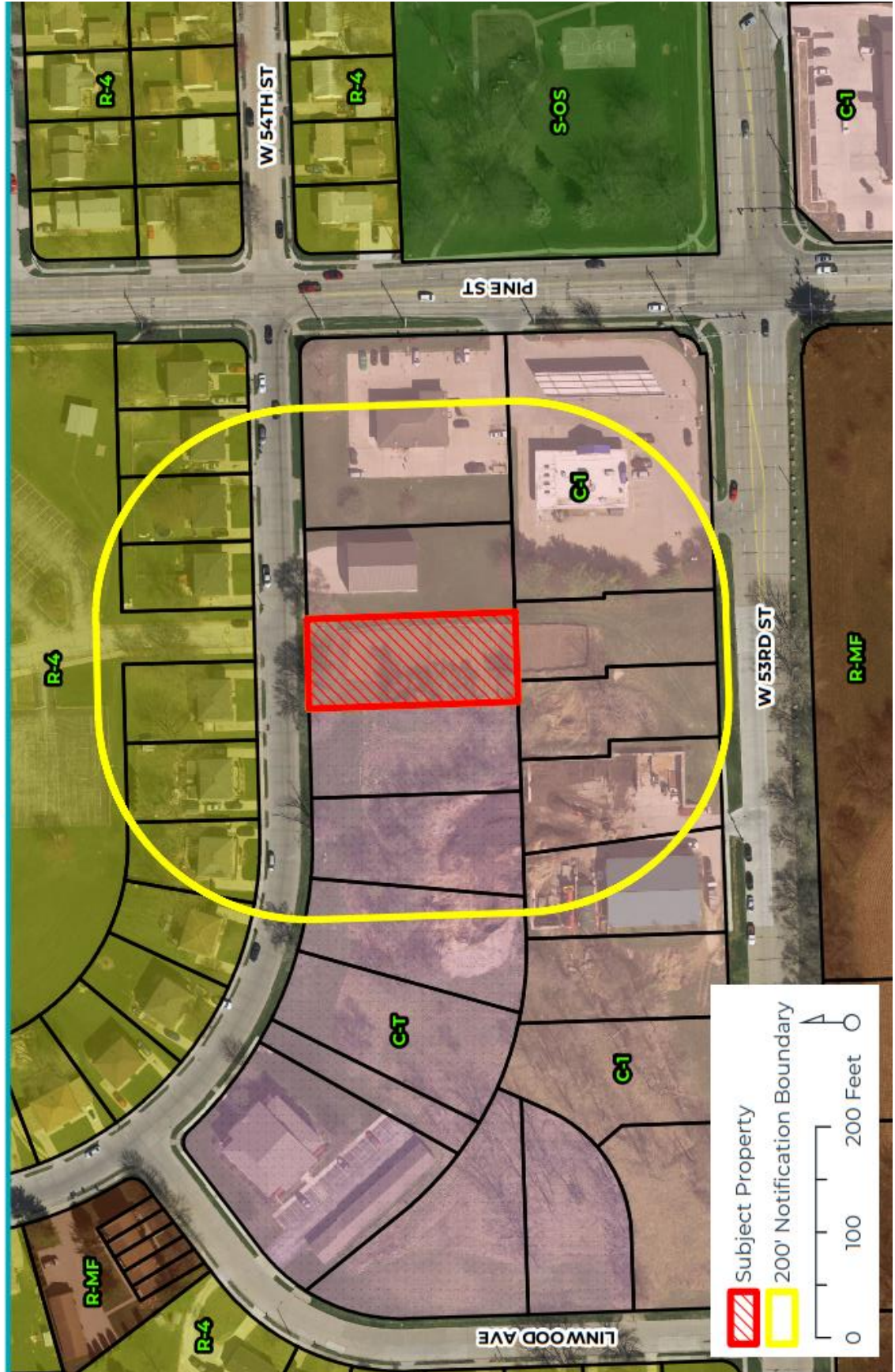
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: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



Public Notice Map | Case REZ25-01

Request of Woda Cooper Development, Inc. to rezone Lot 21 of Sheffield Square 1st Addition, being approximately .39 acres of land, from C-1 Neighborhood Commercial District to C-T Commercial Transitional District. [Ward 2]



City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution setting a Public Hearing on the proposed conveyance of City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

1309 West 6th Street was issued a certificate of substandard conditions on October 11, 2018. Through the 446.19A Public Nuisance Request process the City acquired the property which at the time of acquisition was abandoned. Humility Homes and Services is seeking conveyance of the property to demolish and build a duplex on the lot in support of affordable housing and to improve the look and feel of the neighborhood.

Adoption of this Resolution will authorize staff to publish a notice to advertise a Public Hearing on the proposed conveyance of 1309 West 6th Street to be held at the August 6, 2025 Committee of the Whole meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION setting a Public Hearing on the proposed conveyance of City-owned properties located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner.

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

East ½ of Lot 9 in Block 7 in G.C.R. Mitchell's 2nd Addition to the City of Davenport, Scott County, Iowa; and

WHEREAS, the City of Davenport wishes to convey the property to Humility Homes and Services, Inc, Petitioner; and

WHEREAS, the transfer of this property is mutually beneficial to the City and the Petitioner, providing affordable housing in Davenport and alleviating the City of maintenance costs on abandoned and neglected properties; and

WHEREAS, a Public Hearing on the matter is required by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on the proposed conveyance City-owned property located at 1309 West 6th Street (Parcel H0056-16) to Humility Homes and Services, Inc, Petitioner, shall be held on Wednesday, August 6, 2025, 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, and notice of said hearing shall be published in the manner prescribed by law.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
7/16/2025

Subject:

Resolution approving Case F25-07 being the request of AW Holdings LLC for a final plat of Wittenmyer Subdivision, a 5-lot subdivision on 31.9 acres located at 2800 Eastern Avenue. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The Plan and Zoning Commission reviewed Case F25-07 at its May 6, 2025 meeting, and have recommended approval subject to the listed findings and conditions:

Findings

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

Conditions

1. That the surveyor signs the plat.
2. That the utility providers sign the plat when their easement needs have been met.
3. Establish additional sanitary and storm sewer easements as directed by the City.
4. Add a note stating, "Blanket access is provided for the operations and maintenance of public and private utilities and Outlot X."
5. Add a note stating, "Access easements are provided to all lot owners, tenants, and visitors of lots within this subdivision."

Background

To best position the Annie Wittenmyer Campus for future redevelopment, the city intends to sell the land south of the Aquatic Center to a private developer with experience in historic preservation. The development will help promote the City's objectives and provide several public benefits by enabling adaptive reuse of facilities better suited for residential, providing additional affordable housing, ensuring historic preservation, and maintaining open space.

The purpose of the final plat is to facilitate the sale of property between the City of Davenport and AW Holdings, LLC. The subdivision also serves the purpose of separating each land use/project into its own lot. The subdivision is consistent with the planned unit development

adopted by City Council in March 2024. The following outlines the use of each lot:

1. Lot 1: Open Space (contains 100-Year Floodplain)
2. Lot 2: Aquatic Center (City of Davenport to retain ownership)
3. Lot 3: Family Housing
4. Lot 4: Future Senior Housing
5. Lot 5: Supportive Services
6. Lot 6: City Use (Davenport Junior Theatre)

Comprehensive Plan

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation

The property is designated as Civic and Institutional (CI) in the Davenport +2035 Future Land Use Map. This land use category is reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT).

Relevant Goals to be considered in this case: Strengthen the Existing Built Environment.

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

Zoning

The subject property is zoned C-T Commercial Transitional District. This district is intended to accommodate low-intensity limited office, service, and retail uses that may serve as a transition between residential areas and more intensely developed commercial or light industrial areas of the City. Low-intensity mixed-use is allowed. City Council adopted Ordinance No. 2024-121 at its March 27, 2024 meeting. The ordinance amended the zoning from IC Institutional Campus District to C-T Commercial Transitional District and Planned Unit Development. The purpose was to identify an adaptive reuse and to preserve the historic structures at the Annie Wittenmyer Campus. The following findings were imposed upon the rezoning:

Zoning Map Amendment Findings

1. The zoning map amendment is consistent with the Comprehensive Plan and adopted land use policies.
2. The proposed zoning map amendment to C-T Commercial Transitional District is compatible with existing on-site uses and the zoning of nearby developed property.
3. The rezoning request is compatible with the established neighborhood character.
4. The proposed amendment will not negatively impact the public health, safety, and welfare of the City.
5. The zoning map amendment facilitates the adaptive redevelopment of a national and local historic landmark.
6. The nonconformities created by the zoning map amendment will be mitigated through

the planned unit development process.

Planned Unit Development Findings

1. The preliminary development plan provides a public benefit to the City.
2. The proposed preliminary plan meets the purpose of a planned unit development.
3. The proposed planned unit development will not impede the normal and orderly development and improvement of surrounding property.
4. There is provision for adequate utilities and infrastructure, drainage, off-street parking and loading, pedestrian access, and all other necessary facilities. A traffic study is not required.
5. There is provision for adequate vehicular ingress and egress designed to minimize traffic congestion upon public streets.
6. The location and arrangement of structures, parking areas, walks, landscape, lighting, and other site design elements, are compatible with the surrounding neighborhood and adjacent land uses.

Local & National Historic Landmark

The Iowa Soldiers' Orphan's Home Historic District (Annie Wittenmyer Complex) is both a locally and nationally designated landmark. While the history of this area is extensive, a brief summary of its significance has been provided here. The grounds for the Orphans' Home were developed over 15 decades, beginning with the establishment of the Civil War Camp Roberts/Camp Kinsman and shifted to various orphanage uses by 1865. The campus's significance is due to several factors. It is associated with an important social welfare effort – a state-operated orphanage for the children of Civil War veterans and indigent families.

This is the first statewide orphanage to open in the country in the post-war period. Annie Wittenmyer, the founder and first matron, became a national figure, serving as a major promoter of orphans' homes. The orphanage also pioneered progressive child welfare initiatives including the Cottage System of orphanage operation, an early foster care placement program, and one of Iowa's first Montessori nursery school programs. The residential cottages are examples of simplified Queen Anne Style while the larger buildings are designed in the Romanesque Revival, Colonial Revival and PWA Moderne Styles. There are also examples of English Period Cottages. In addition, the complex contains archaeological significance dating from the early to middle Woodland Period (800 BC – 400 AD).

Davenport's Historic Preservation Commission will retain review authority over proposed exterior and site alterations following the subdivision and transfer of ownership. The developer will utilize both state and federal historic preservation tax credits to help finance the project. This provides an additional level of oversight regarding historic preservation of the campus.

Technical Review

1. Zoning: The subdivision of land is in compliance with the planned unit development approved by City Council in March 2024.
2. Streets: Public right-of-way will not be dedicated as part of this plat as no additional

streets are proposed. Lots have frontage to either Eastern Avenue or East 29th Street. Shared access easements over existing parking lots and driveways enable ingress to each lot. Existing driveways throughout the campus are designated as private roadways.

3. Easements: Sanitary sewer, storm sewer, water main, ingress-egress, and other private utility easements are still being determined. Prior to the recording of the Final Plat, a combination of blanket utility easements and dedicated utility easements will be worked through to narrow down ownership and maintenance responsibilities.
4. Stormwater: Storm water detention and water quality treatment are not required in this subdivision, but may be subject to the applicable ordinances in place at the time of development.
5. Sanitary Sewer: Sanitary sewer systems are in place to serve existing buildings.
6. Other Utilities: Normal utility services are available on this site.
7. Parks/Open Space: The City of Davenport will retain ownership of the aquatic center, shown as Lot 2 on the subdivision plat. The City will own and maintain Outlot X as stated in the conditional conveyance agreement approved by City Council.

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Layout Exhibit

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F25-07 being the request of AW Holdings LLC for a final plat of Wittenmyer Subdivision, a 5-lot subdivision on 31.9 acres located at 2800 Eastern Avenue.

WHEREAS, the Plan & Zoning Commission reviewed Case F25-07 at the May 6, 2025 regularly scheduled meeting with a recommendation for approval subject to the following conditions:

1. the surveyor signs the plat.
2. the utility providers sign the plat when their easement needs have been met.
3. establish additional sanitary and storm sewer easements as directed by the City.
4. add a note stating, "Blanket access is provided for the operations and maintenance of public and private utilities and Outlot X."
5. add a note stating, "Access easements are provided to all lot owners, tenants, and visitors of lots within this subdivision."; and

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

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

BE IT FURTHER RESOLVED that the Mayor and Deputy City Clerk are hereby authorized and directed to certify to the adoption of this Resolution on said plat as required by law.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

INDEX LEGEND

PROPERTY DESCRIPTION:

PARTS OF THE SE1/4-NE1/4 AND THE NE1/4-SE1/4
SECTION 24-T78N-R3E, DAVENPORT, SCOTT COUNTY,
IOWA

OWNER/PREPARED FOR:

CITY OF DAVENPORT
226 WEST 4TH STREET,
DAVENPORT, IOWA 52801

PREPARED BY:

LARRY HYLER PLS
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322

PROPERTY DESCRIPTION:

LAND PATENT DOC# 16736-82
PART OF THE E 1/2 OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE S.E. CORNER OF THE N.E. 1/4 OF SAID SECTION 24; THENCE WEST 30.0 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 24 TO THE POINT OF BEGINNING; THENCE S. 00°44'W 602.14 FEET TO THE POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF EASTERN AVENUE WITH THE NORTHEASTERLY LINE OF THE CM&ST.P. RAILROAD; THENCE NORTHWESTERLY 128.89 FEET ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD BEING A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 3870.0 FEET, AND HAVING A LONG CHORD BEARING N. 46°52'W, THENCE N. 47°50'W 454.00 FEET ALONG SAID RAILROAD R.O.W. LINE; THENCE NORTHWESTERLY 526.28 FT. ALONG SAID RAILROAD R.O.W. BEING A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1587.14 FEET AND HAVING A LONG CHORD BEARING N. 38°20'W 523.91 FEET; THENCE NORTHERLY 1146.95 FT. ALONG SAID RAILROAD R.O.W. BEING A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 2084.16 FEET HAVING A LONG CHORD BEARING N. 13°04'W 1132.62 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF 29TH ST.; THENCE S. 89°57'E 1101.00 FEET ALONG SAID SOUTH LINE OF 29TH ST.; THENCE SOUTHERLY 31.58 FEET ALONG A CURVE CONCAVE WESTERLY WITH A RADIUS OF 20.0 FEET TO A POINT ON THE WESTERLY LINE OF EASTERN AVE.; THENCE S. 00°31'W 1284.30 FT. ALONG THE WEST LINE OF EASTERN AVE. TO THE POINT OF BEGINNING, CONTAINING 31.90 ACRES MORE OR LESS.
SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
TRACT CONTAINS 31.86 ACRES BY SURVEY.

NOTES:

THIS PLAT HAS AN ERROR OR CLOSURE OF LESS THAN 1.0 FEET IN 10,000.0 FEET. EACH LOT WITHIN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1.0 FEET IN 5,000.0 FEET.

ALL CORNERS HAVE BEEN PLACED WITH A 5/8 INCH IRON PIPE UNLESS NOTED OTHERWISE. ALL CORNERS PLACED HAVE A YELLOW PLASTIC IDENTIFICATION CAP NO. 14775.

PORTIONS OF LOT 1 AND 2 ARE LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP #191630370H EFFECTIVE 4-11-2024 WITH BASE FLOOD ELEVATIONS RANGING FROM 625.0 TO 624.4 NAVD. THIS AREA IS SUBJECT TO THE REGULATIONS IN CHAPTER 15.44 OF THE CITY CODE ENTITLED "FLOOD DAMAGE PREVENTION".

OUTLOT X IS A CONSERVATION EASEMENT RECORDED AS DOCUMENT # 2007-19566. THE CITY WILL OWN AND MAINTAIN OUTLOT X.

EASEMENT NOTES:
SANITARY SEWER, STORM SEWER AND WATERMAIN, EASEMENTS ARE SHOWN ON THE PLAT. OTHER BLANKET UTILITY EASEMENTS ARE ALSO PART OF THIS PLAT AND WILL BE RECORDED SEPARATELY.

BLANKET ACCESS IS PROVIDED FOR THE OPERATIONS AND MAINTENANCE OF PUBLIC AND PRIVATE UTILITIES AND OUTLOT X.

ACCESS EASEMENTS ARE PROVIDED TO ALL LOT OWNERS, TENANTS, AND VISITORS OF LOTS WITHIN THIS SUBDIVISION AS LISTED BELOW AND WILL BE RECORDED SEPARATELY:

ACCESS EASEMENT "A": OVER AND ACROSS PART OF LOT 3 FOR THE BENEFIT OF LOTS 1 AND 2.

ACCESS EASEMENT "B": OVER AND ACROSS PART OF LOT 3 FOR THE BENEFIT OF LOT 4.

ACCESS EASEMENT "C": OVER AND ACROSS PART OF LOT 4 FOR THE BENEFIT OF LOTS 5 AND 6.

ACCESS EASEMENT "D": OVER AND ACROSS PART OF LOT 4 FOR THE BENEFIT OF LOT 3.

APPROVAL SIGNATURES:

MAYOR	DATE
CITY CLERK	DATE
CHAIRMAN PLAN & ZONE	DATE
LUMEN	DATE
IOWA-AMERICAN WATER COMPANY	DATE
MEDIACOM	DATE
MIDAMERICAN ENERGY	DATE
METRONET	DATE

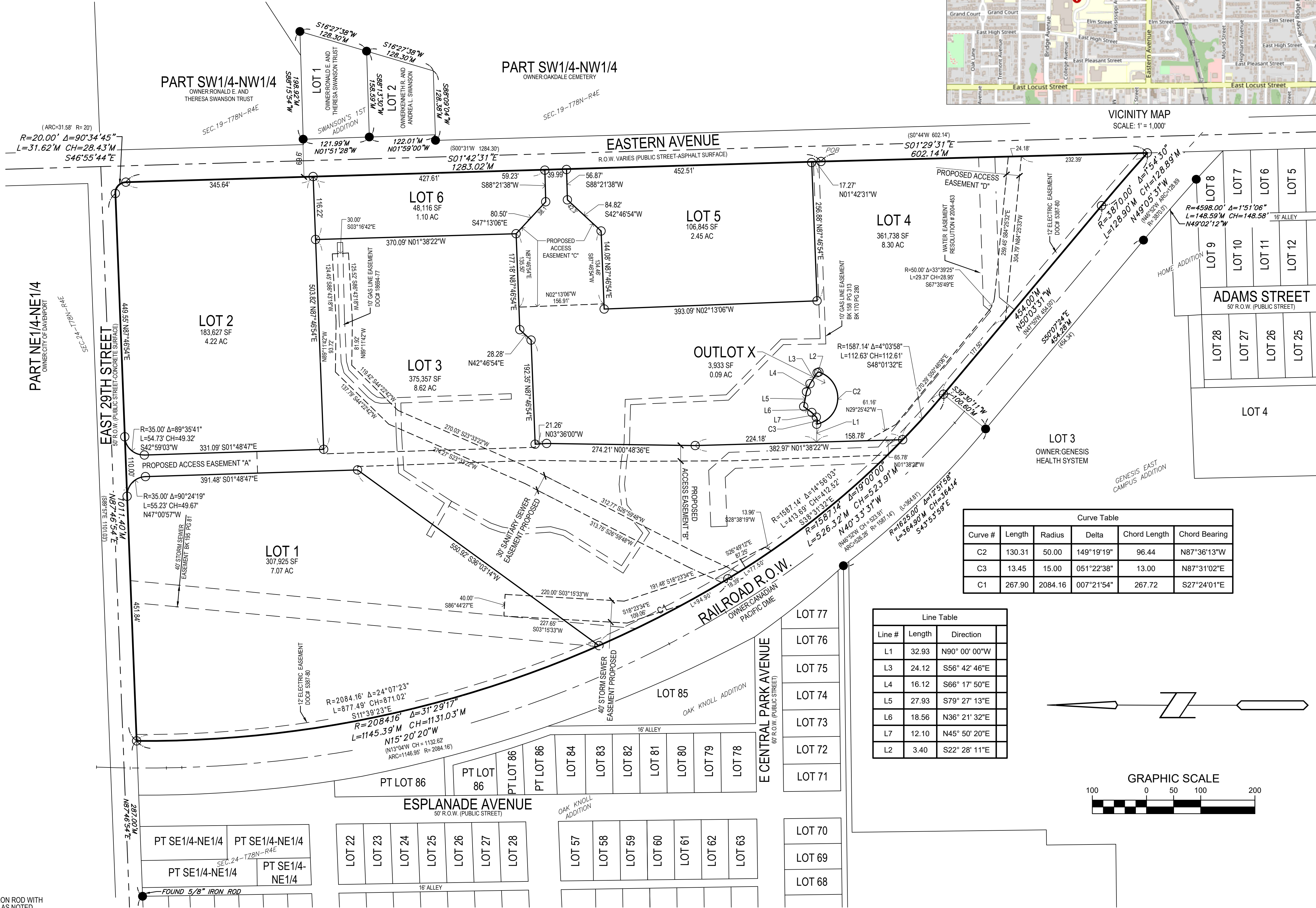
ABBREVIATIONS:

AC ACRES
PUE PUBLIC UTILITY EASEMENT
TYP TYPICAL
N NORTH
S SOUTH
E EAST
W WEST
YPC YELLOW PLASTIC CAP
MPE MINIMUM PROTECTION ELEVATION
SF SQUARE FOOTAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

LEGEND:

- PROPERTY CORNER - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID #19959 OR AS NOTED
- PROPERTY CORNER - PLACED 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID #14775
- ⊙ SECTION CORNER - FOUND AS NOTED
- ✕ OUT "X" IN PAVEMENT
- ADDRESS

WITTENMYER SUBDIVISION FINAL PLAT



WITTENMYER SUBDIVISION 2800 EASTERN AVENUE DAVENPORT, IOWA

REFERENCE NUMBER:

DRAWN BY:

JPN

REVISION DATE:

PROJECT NUMBER:

250067

SHEET NAME:

FINAL PLAT

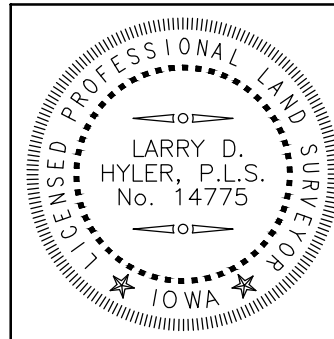
SHEET NUMBER:

1 OF 1

BISHOP
ENGINEERING +



3501 104th Street, Urbandale, IA 50322 Ph: 515-276-0467



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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNED: **PRELIMINARY** DATE:

LARRY D. HYLER, P.L.S. 14775

LICENSE RENEWAL DATE: DEC. 31, 2026

PAGES OR SHEETS COVERED BY THIS SEAL: 1 OF 1

WITTENMEYER SUBDIVISION

LAYOUT EXHIBIT

SHEET INDEX:

1 OF 2 COVER SHEET
2 OF 2 LAYOUT PLAN

PROPERTY DESCRIPTION:

PART OF THE E 1/2 OF SECTION 24, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE S.E. CORNER OF THE N.E. 1/4 OF SAID SECTION 24; THENCE WEST 30.0 FEET ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 24 TO THE POINT OF BEGINNING; THENCE S. 00°44' W 602.14 FEET TO THE POINT OF INTERSECTION OF THE WEST R.O.W. LINE OF EASTERN AVENUE WITH THE NORTHEASTERLY LINE OF THE CM&ST P. RAILROAD; THENCE NORTHWESTERLY 128.88 FEET ALONG THE NORTHEASTERLY LINE OF SAID RAILROAD BEING A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 3870.0 FEET, AND HAVING A LONG CHORD BEARING N. 46°52' W; THENCE N. 47°50' W 454.00 FEET ALONG SAID RAILROAD R.O.W. LINE; THENCE NORTHWESTERLY 526.28 FT. ALONG SAID RAILROAD R.O.W. BEING A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 1587.14 FEET AND HAVING A LONG CHORD BEARING N. 38°20' W 523.91 FEET; THENCE NORTHERLY 1146.95 FT. ALONG SAID RAILROAD R.O.W. BEING A CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 2084.16 FEET HAVING A LONG CHORD BEARING N. 13°04' W 1132.62 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF 29TH ST.; THENCE S. 89°57' E 1101.03 FEET ALONG SAID SOUTH LINE OF 29TH ST.; THENCE SOUTHERLY 31.58 FEET ALONG A CURVE CONCAVE WESTERLY WITH A RADIUS OF 20.0 FEET TO A POINT ON THE WESTERLY LINE OF EASTERN AVE.; THENCE S. 00°31' W 1284.30 FT. ALONG THE WEST LINE OF EASTERN AVE. TO THE POINT OF BEGINNING, CONTAINING 31.90 ACRES MORE OR LESS.
SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.
TRACT CONTAINS 31.86 ACRES.

OWNER/PREPARED FOR:

CITY OF DAVENPORT
226 WEST 4TH STREET,
DAVENPORT, IOWA 52801

PREPARED BY:

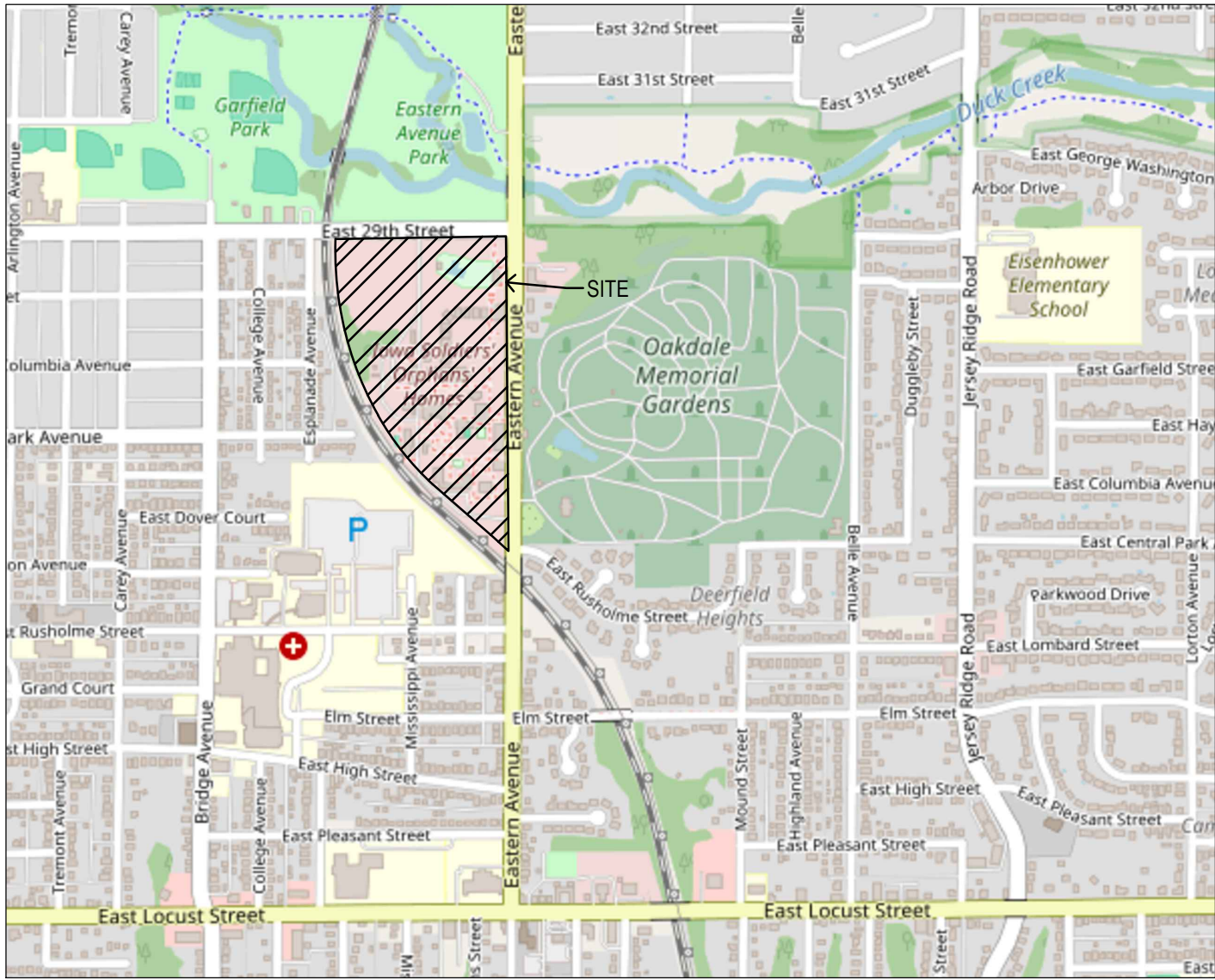
BISHOP ENGINEERING
3501 104TH ST
URBANDALE, IA 50322
ENGINEER: JOEL E. JACKSON
SURVEYOR: LARRY D. HYLER

BENCHMARK:

BASIS OF BEARING OBTAINED FROM GPS OBSERVATIONS
DATUM = NAD 83, IOWA SOUTH
BENCHMARK DATUM = NAVD88, GEOID 18

ABBREVIATIONS:

AC ACRES
ASPH ASPHALT
BK BOOK
CONC CONCRETE
D DEEDED DISTANCE
EX EXISTING
ENCL ENCLOSURE
FF FINISHED FLOOR
FL FLOW LINE
FRAC FRACTIONAL
M MEASURED DISTANCE
MH MANHOLE
OPC ORANGE PLASTIC CAP
P PLATTED DISTANCE
PG PAGE
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
PRA PREVIOUSLY RECORDED AS
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT OF WAY
RPC RED PLASTIC CAP
SF SQUARE FEET
SAN SANITARY
TYP TYPICAL
YPC YELLOW PLASTIC CAP
N NORTH
S SOUTH
E EAST
W WEST



VICINITY MAP
SCALE: 1" = 1,000'

NOTES:

PORTIONS OF LOT 1 AND 2 ARE LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD AS SHOWN ON FLOOD INSURANCE RATE MAP #19163033704 EFFECTIVE 4-11-2024 WITH BASE FLOOD ELEVATIONS RANGING FROM 625.0 TO 624.4 NAVD. THIS AREA IS SUBJECT TO THE REGULATIONS IN CHAPTER 15.44 OF THE CITY CODE ENTITLED "FLOOD DAMAGE PREVENTION".

THE CITY WILL OWN AND MAINTAIN OUTLOT X.

EASEMENT NOTES:
SANITARY SEWER, STORM SEWER, WATERMAIN, INGRESS-EGRESS AND OTHER PRIVATE UTILITY EASEMENTS ARE STILL BEING DETERMINED. PRIOR TO RECORDING THE FINAL PLAT, A COMBINATION OF BLANKET UTILITY EASEMENTS AND DEDICATED UTILITY EASEMENTS WILL BE WORKED THROUGH TO NARROW DOWN OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

LEGEND:

— SAN —	SANITARY SEWER	⊞	ELECTRIC VAULT
— ST —	STORM SEWER	⌚	POWER POLE
— W —	WATER LINE	⌚	TRANSFORMER POLE
— G —	GAS LINE	☆	LIGHT POLE
— U/E —	UNDERGROUND ELECTRIC	⊞	ELECTRIC JUNCTION BOX
— O/E —	OVERHEAD ELECTRIC	⊞	ELECTRIC PANEL
— TELE —	TELEPHONE LINE	⊞	TRANSFORMER
— F/O —	FIBER OPTIC	⊞	GROUND LIGHT
— CATV —	CABLE TV	⊞	GUY WIRE
⊞	STORM MANHOLE	⊞	ELECTRIC HANDHOLE
⊞	CURB INTAKE	⊞	GAS METER
⊞	SURFACE INTAKE	⊞	GAS VALVE
⊞	FLARED END SECTION	⊞	AIR CONDITIONING UNIT
⊞	SANITARY MANHOLE	⊞	TELEPHONE RISER
⊞	CLEANOUT	⊞	TELEPHONE VAULT
⊞	FIRE HYDRANT	⊞	TELEPHONE MANHOLE
⊞	SPRINKLER	⊞	TRAFFIC SIGNAL MANHOLE
⊞	IRRIGATION CONTROL VALVE	⊞	FIBER OPTIC RISER
⊞	WATER MANHOLE	⊞	FIBER OPTIC VAULT
⊞	WELL	⊞	CABLE TV RISER
⊞	WATER VALVE	⊞	SIGN
⊞	WATER SHUT OFF	⊞	DENOTES NUMBER OF PARKING STALLS
⊞	YARD HYDRANT	●	PROPERTY CORNER - FOUND 5/8" IRON ROD WITH YELLOW PLASTIC CAP ID #19969 OR AS NOTED
⊞	ELECTRIC MANHOLE	⊞	SECTION CORNER - FOUND AS NOTED
⊞	ELECTRIC METER	⊞	ALL SIDE YARD SETBACKS ARE INTENDED TO BE USED TO CONVEY STORM WATER FROM THE SUBJECT LOT AND ANY ADJACENT LOTS
⊞	ELECTRIC RISER	⊞	

UTILITY MAPS PROVIDED BY:

- ELECTRIC (MIDAMERICAN / 563-333-8705)
- STORM AND SANITARY (CITY OF DAVENPORT / 563-327-5163)
- FIBER OPTIC (LUMEN / 918-547-0147)
- FIBER OPTIC (BLUEBIRD / 314-270-8738)
- FIBER OPTIC (METRONET / 812-213-1050)
- CABLE (MEDIACOM / 815-597-5103)
- GAS (MIDAMERICAN / 309-793-3704)
- WATER (IOWA-AMERICAN WATER / 563-468-9455)

UTILITY NOTE:

THE LOCATION OF THE UTILITIES INDICATED ON THE PLANS HAVE BEEN TAKEN FROM THE FIELD SURVEY, EXISTING PUBLIC RECORDS, AND PLANS PROVIDED BY OTHERS. SURFACE UTILITY LOCATIONS HAVE BEEN FIELD LOCATED BY BISHOP ENGINEERING, UNLESS OTHERWISE NOTED. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS ONLY. BISHOP ENGINEERING DOES NOT GUARANTEE THE UNDERGROUND LOCATION OF ANY UTILITIES SHOWN. IT SHALL BE THE DUTY OF THE CONTRACTOR TO DETERMINE THE LOCATION AND DEPTH OF ANY UNDERGROUND UTILITIES SHOWN AND IF ANY ADDITIONAL UTILITIES, OTHER THAN THOSE SHOWN ON THE PLANS, MAY BE PRESENT, A REQUEST WAS MADE TO IOWA ONE CALL FOR UTILITY PROVIDERS TO VERIFY, LOCATE, AND MARK THEIR UTILITIES IN THE FIELD.



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LAYOUT EXHIBIT

WITTENMEYER SUBDIVISION
2800 EASTERN AVENUE
DAVENPORT, IOWA

REFERENCE NUMBER:

DRAWN BY:
JPN

REVISION DATE:

PROJECT NUMBER:
250067

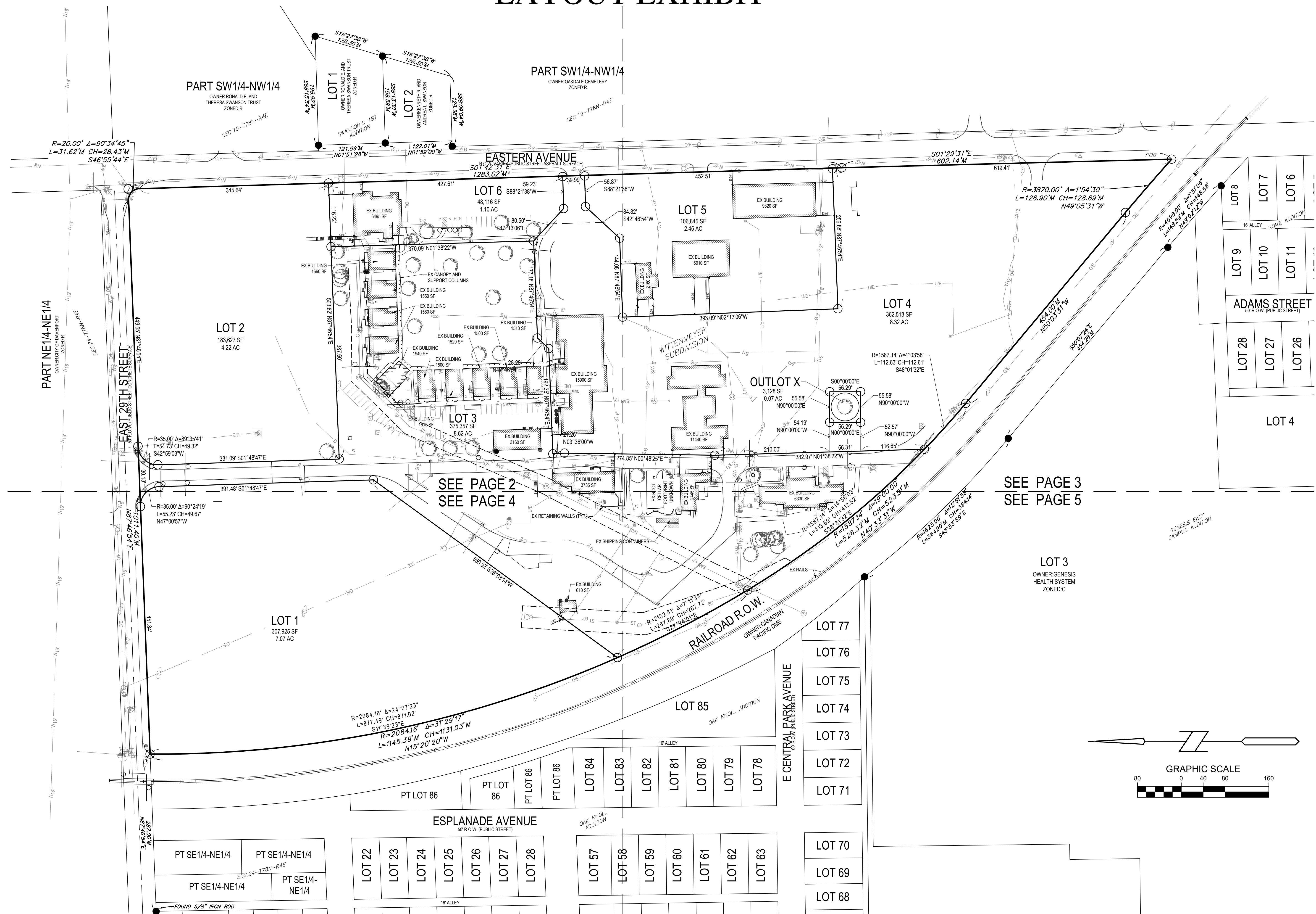
SHEET NAME:
COVER SHEET

SHEET NUMBER:
1 OF 6



WITTENMEYER SUBDIVISION

LAYOUT EXHIBIT



BISHOP
ENGINEERING +
3501 104th Street, Urbandale, IA 50322 PH: 515-276-0467

LAYOUT EXHIBIT
WITTENMEYER SUBDIVISION
2800 EASTERN AVENUE
DAVENPORT, IOWA

REFERENCE NUMBER:

DRAWN BY:
JPN

REVISION DATE:

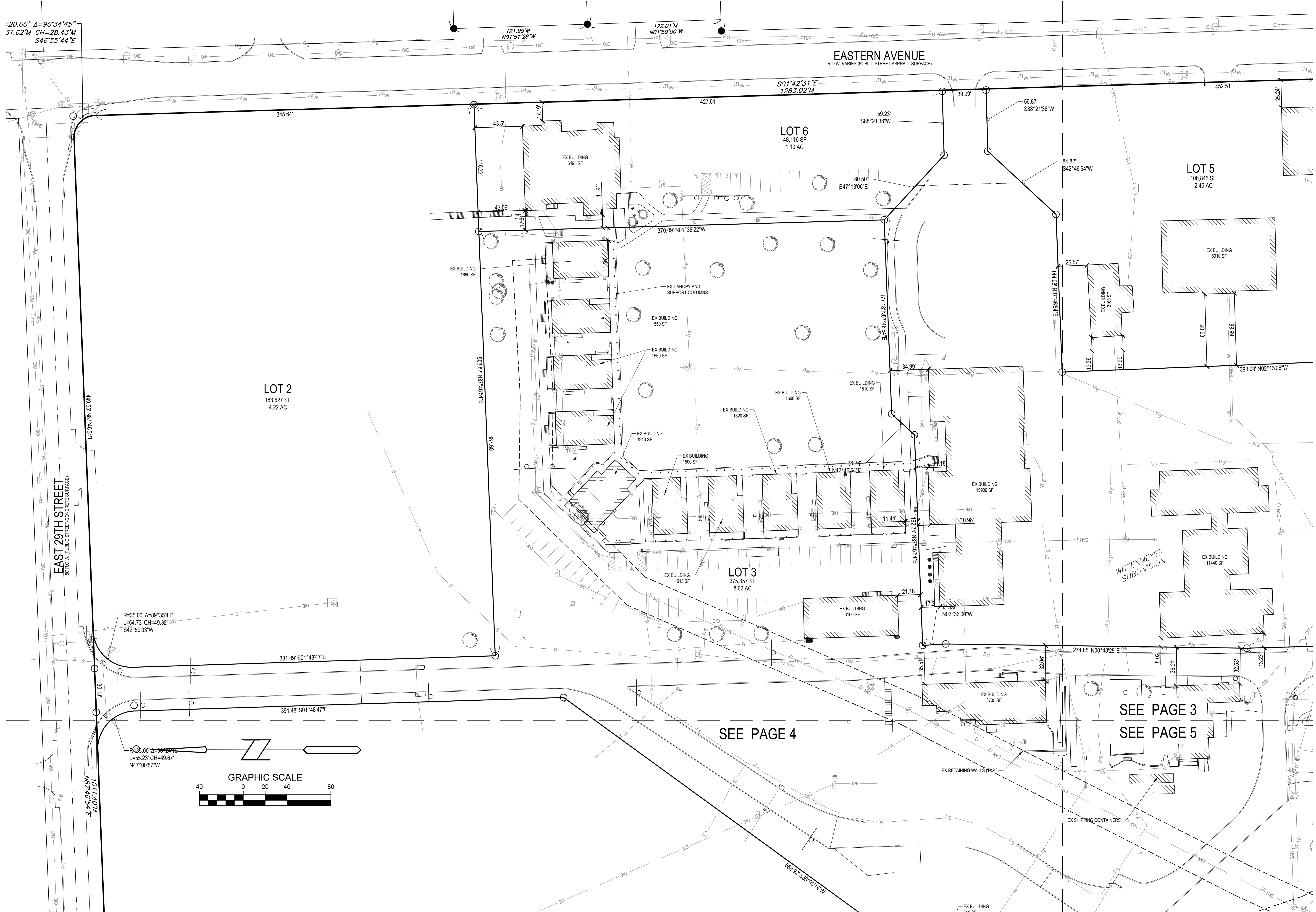
PROJECT NUMBER:
250067

SHEET NAME:
LAYOUT PLAN

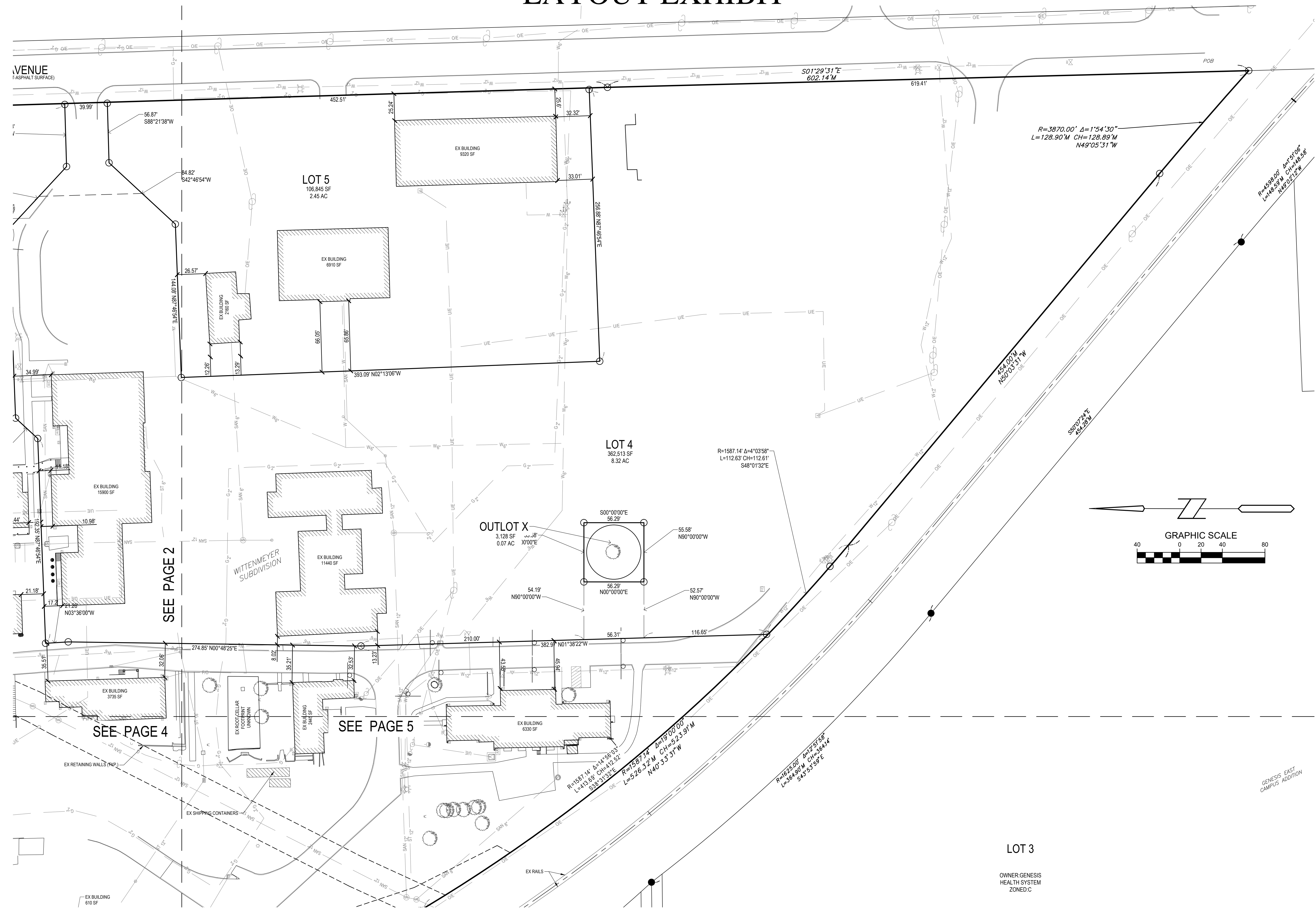
SHEET NUMBER:
2 OF 6

WITTENMEYER SUBDIVISION

LAYOUT EXHIBIT

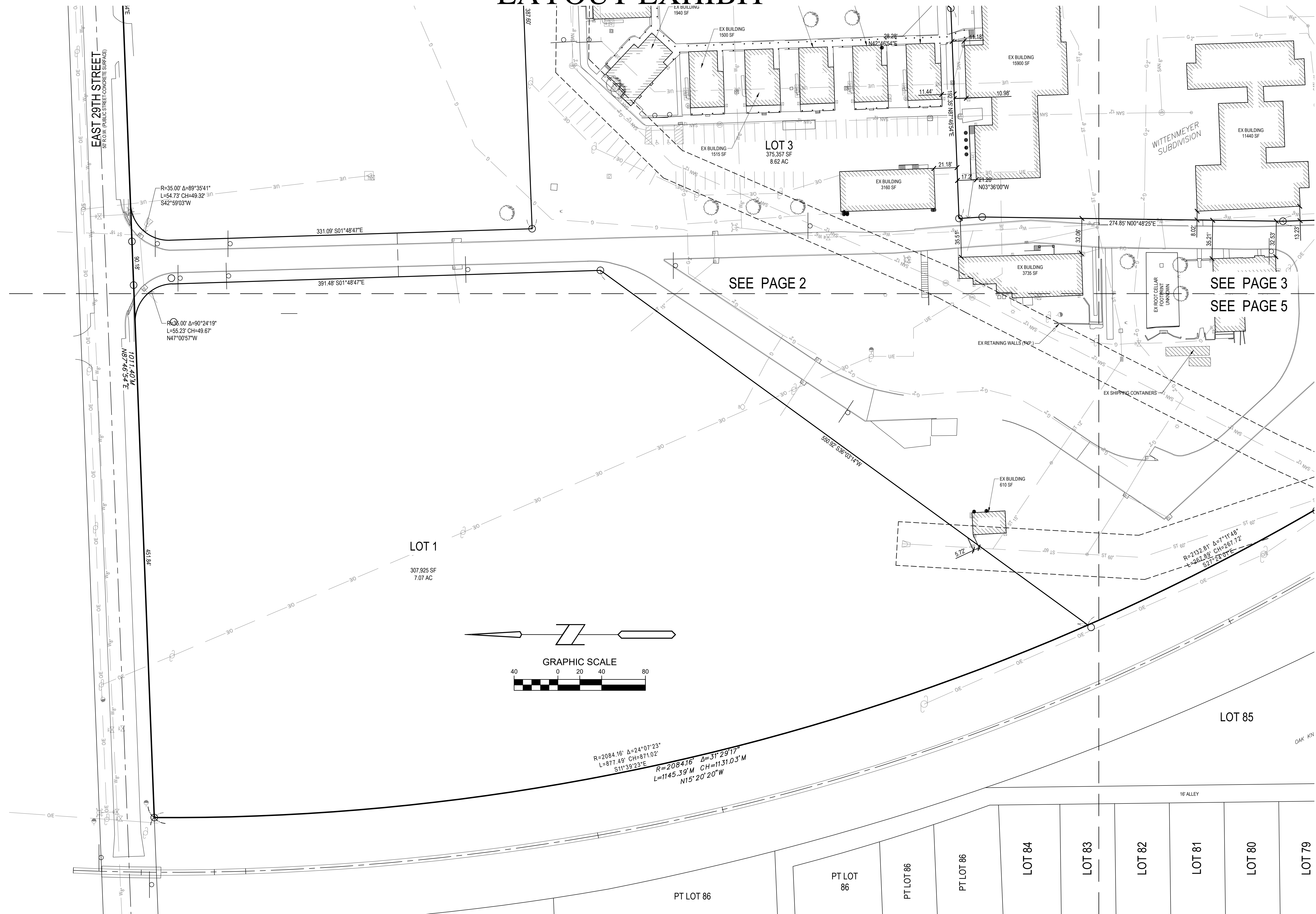


WITTENMEYER SUBDIVISION LAYOUT EXHIBIT



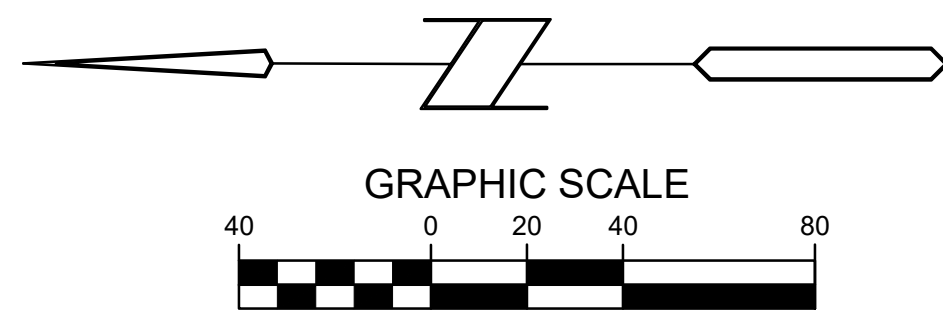
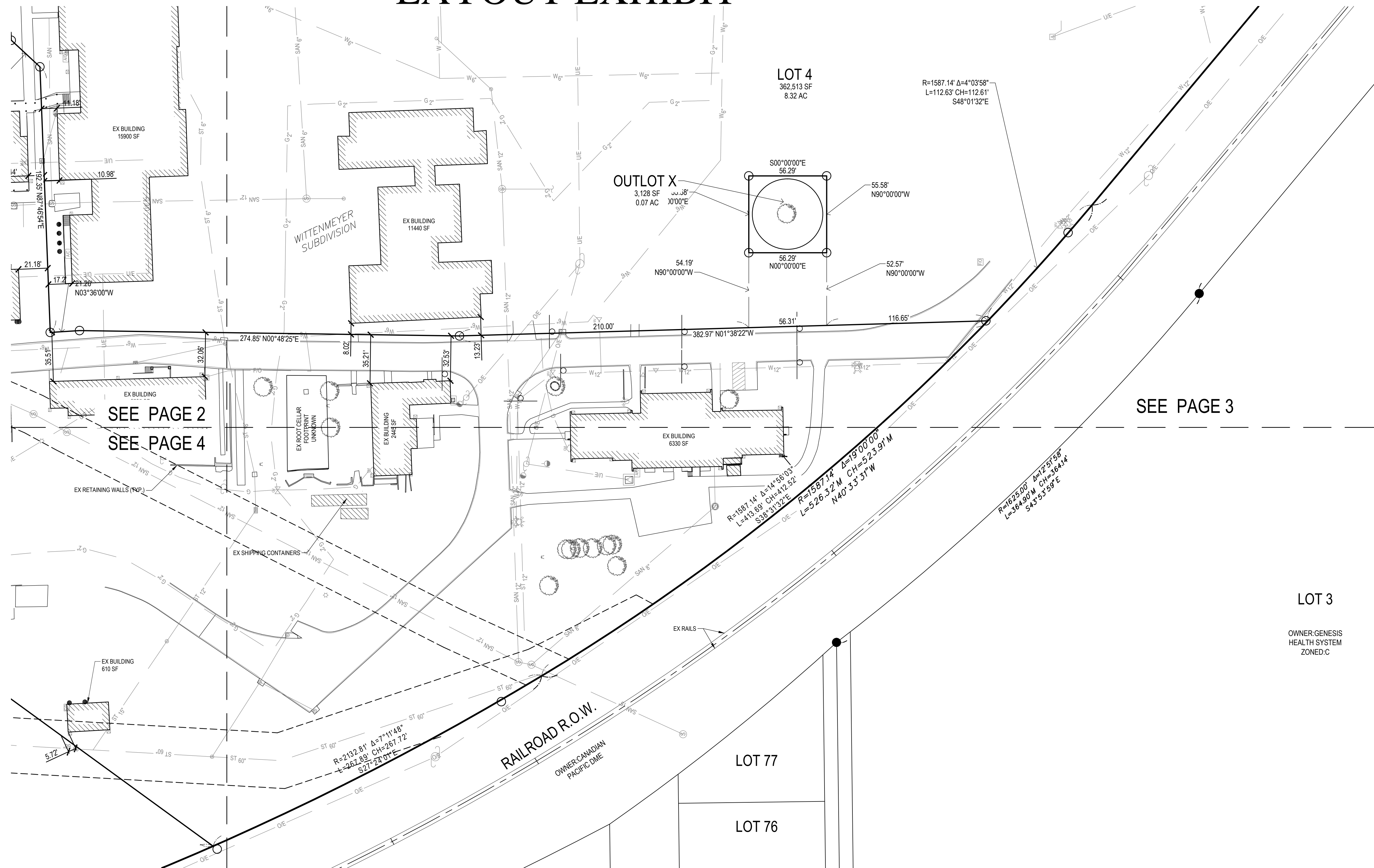
WITTENMEYER SUBDIVISION

LAYOUT EXHIBIT



WITTENMEYER SUBDIVISION

LAYOUT EXHIBIT



City of Davenport

Department: Legal
Contact Info: Sam Huff | 563-326-7761 |

Action / Date
7/16/2025

Subject:

Third Consideration: Ordinance amending Chapter 9.40 entitled "Projectiles, Toys Pistols and Fireworks" of the Municipal Code of Davenport, Iowa to update the allowed dates and times that consumer fireworks can be used in accordance with Senate Bill 303. [All Wards]

Recommendation:

Adopt the Ordinance.

Background:

Senate File 303, signed into law by the Governor on May 14, 2025, establishes new statewide requirements regarding the regulation of consumer fireworks by local governments. The legislation, which becomes effective July 1, 2025, limits the authority of cities and counties to prohibit or restrict the use of consumer fireworks on July 3, July 4, and December 31.

These dates remain consistent with previous local regulations. The proposed ordinance brings the City's regulations into compliance with SF 303 by maintaining the permitted dates for consumer fireworks use while updating the allowable hours of use.

- July 3rd from 9:00am until 10:00pm (unless July 3 falls on a Saturday or Sunday immediately proceeding July 4, in which case fireworks may be used until 11pm)
- July 4th from 9:00am until 11:00pm
- December 31st from 9:00am until January 1 at 12:30am

Under the proposed changes, consumer fireworks may be used beginning at 9:00 a.m. on each of these dates, in accordance with the new state law.

These updates ensure the City's ordinance aligns with state requirements and provides clarity for residents regarding when consumer fireworks may be legally used within City Limits.

Attachments:

1. Ordinance
2. Section 9.40.030 Redline Version
3. Current Section 9.40.030

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 9.40 ENTITLED "PROJECTILES, TOY PISTOLS AND FIREWORKS" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA TO UPDATE THE ALLOWED DATES AND TIMES THAT CONSUMER FIREWORKS CAN BE USED IN ACCORDANCE WITH SENATE BILL 303.

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

Section 1. That Subsection 9.40.030(B) of the Municipal Code of Iowa be and the same is hereby amended to read as follows:

B. Consumer Fireworks may be used as follows:

1. July 3 from 9:00 a.m. until 10:00 p.m. (unless July 3 falls on a Saturday or Sunday immediately preceding July 4, in which case fireworks may be used until 11:00 p.m.)
2. July 4 from 9:00 a.m. until 11:00 p.m.; and
3. December 31 from 9:00 a.m. until January 1 12:30 a.m.

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

9.40.030. Fireworks allowed as specified. [Amended 6-8-2022 by Ord. No. 2022-283; Ord. No. 2021-198; Ord. 2017-498]

A. As used in this section "consumer fireworks" shall mean and include "consumer first-class consumer fireworks and second-class consumer fireworks" as those terms are defined in Iowa State Code § 100.19, subsection 1. Consumer fireworks includes, but is not limited to, such items as:

1. Aerial shell kits and reloadable tubes.
2. Chasers.
3. Helicopter and aerial spinners.
4. Firecrackers.
5. Mine and shell devices.
6. Missile-type rockets.
7. Roman candles.
8. Sky rockets and bottle rockets.
9. Multiple tube devices under this paragraph that are manufactured in accordance with American Pyrotechnics Association 87-1, section 3.5.

Consumer fireworks does not include "Novelties" as defined and enumerated in chapter 3 of the American Pyrotechnics Association's standard 87-1 or "Display Fireworks" as defined and enumerated in chapter 4 of the American Pyrotechnics Association's standard 87-1 as published in December 2001.

B. Consumer Fireworks may be used as follows: on July 3 and July 4 from 5:00 p.m. until 10:00 p.m. and on the night of December 31 from 10:00 p.m. until 12:30 a.m.

1. July 3 from 9:00 a.m. until 10:00 p.m. (unless July 3 falls on a Saturday or Sunday immediately preceding July 4, in which case fireworks may be used until 11pm)

2. July 4 from 9:00 a.m. until 11:00 p.m.; and

10.3. December 31 from 9:00 a.m. until January 1 12:30 a.m.

B.C. A permit to use display fireworks may be issued by the Davenport fire marshal's office pursuant to the criteria and standards adopted from the Uniform Fire Code.

C.D. Use of any consumer firework at a date or time other than those allowed pursuant to subsection B or the use of display fireworks without a permit is prohibited and a simple misdemeanor punishable as a scheduled violation as follows:

First offense	\$250
Second offense	\$400
Third and subsequent	\$625

9.40.030. Fireworks allowed as specified. [Amended 6-8-2022 by Ord. No. 2022-283; Ord. No. 2021-198; Ord. 2017-498]

A. As used in this section "consumer fireworks" shall mean and include "consumer first-class consumer fireworks and second-class consumer fireworks" as those terms are defined in Iowa State Code § 100.19, subsection 1. Consumer fireworks includes, but is not limited to, such items as:

1. Aerial shell kits and reloadable tubes.
2. Chasers.
3. Helicopter and aerial spinners.
4. Firecrackers.
5. Mine and shell devices.
6. Missile-type rockets.
7. Roman candles.
8. Sky rockets and bottle rockets.
9. Multiple tube devices under this paragraph that are manufactured in accordance with American Pyrotechnics Association 87-1, section 3.5.

Consumer fireworks does not include "Novelties" as defined and enumerated in chapter 3 of the American Pyrotechnics Association's standard 87-1 or "Display Fireworks" as defined and enumerated in chapter 4 of the American Pyrotechnics Association's standard 87-1 as published in December 2001.

- B. Consumer Fireworks may be used on July 3 and July 4 from 5:00 p.m. until 10:00 p.m. and on the night of December 31 from 10: 00 p.m. until 12:30 a.m.
- C. A permit to use display fireworks may be issued by the Davenport fire marshal's office pursuant to the criteria and standards adopted from the Uniform Fire Code.
- D. Use of any consumer firework at a date or time other than those allowed pursuant to subsection B or the use of display fireworks without a permit is prohibited and a simple misdemeanor punishable as a scheduled violation as follows:

First offense	\$250
Second offense	\$400
Third and subsequent	\$625

City of Davenport

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

Action / Date
7/16/2025

Subject:

Third Consideration: Ordinance amending Schedule V Four-Way Stop Intersections of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Esplanade Avenue at Pleasant Street. [Ward 5]

Recommendation:

Adopt the Ordinance.

Background:

At the request of the Davenport School District, a temporary all-way stop was installed in August 2024 at the intersection of Esplanade Avenue and East Pleasant Street. The purpose was to support on-street school bus loading and unloading, as well as manage increased traffic during construction of the new Sudlow Middle School.

Since the installation, there have been no reported crashes at the intersection, and both vehicle and pedestrian traffic have been flowing safely and efficiently. Based on this positive performance, the City recommends making the all-way stop permanent.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE V FOUR-WAY STOP INTERSECTIONS OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY ADDING ESPLANADE AVENUE AT PLEASANT STREET.

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

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

Esplanade Avenue at Pleasant 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 Works
Contact Info: Brian Schadt | 563-326-7923

Action / Date
7/16/2025

Subject:

First Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding various streets in Prairie Heights Subdivision. [Ward 8]

Recommendation:

Adopt the ordinance.

Background:

Parking has been restricted to one side of most streets in the Prairie Heights Subdivision due to the narrow roadway widths, which make it difficult for vehicles to pass when cars are parked on both sides. As the subdivision has expanded, some of the newer streets do not currently have parking restrictions in place. The Homeowner's Association has requested that additional restrictions be implemented on these streets.

- Olde Brandy Lane – Mississippi Avenue to western terminus
- Deere Creek Lane – Parkview Lane to Olde Brandy Lane
- College Avenue – Parkview Lane to Olde Brandy Lane

In reviewing the subdivision, it was also noted that, on some streets, the existing restrictions differ from those outlined in the original ordinance. As a result, the ordinance has been updated to reflect both the current restrictions and the proposed changes.

- Olde Brandy Lane – Parkview Lane to Mississippi Ave, change from south and west sides to north and east sides.
- Parkview Lane – Eastern Avenue to Olde Brandy Lane, change from south side to north side.
- Parkview Lane – Mississippi Avenue to Deere Creek Lane, change from south side to north side.
- Mississippi Avenue – Parkview Lane to Olde Brandy Lane, change from east side to west side.
- Deere Creek Lane – Mississippi Avenue to Parkview Lane, change from east side to west side.

Attachments:

1. Ordinance

ORDINANCE NO. _____

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

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

Section 1. That Schedule VII No Parking of Chapter 10.96 entitled "Schedules" the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following.

Olde Brandy Lane along the south and west side from Eastern Avenue to Parkview Lane
Olde Brandy Lane along the north and east side from Parkview Lane to western terminus
Parkview Lane along the north side from Eastern Avenue to Olde Brandy Lane.
Parkview Lane along the south side from Olde Brandy Lane to Mississippi Avenue.
Parkview Lane along the north side from Mississippi Avenue to Deere Creek Lane
Mississippi Avenue along the east side from Prairie Heights Park Road to Parkview Lane
Mississippi Avenue along the west side from Parkview Lane to northern terminus
Deere Creek Lane along the west side from Mississippi Avenue to Parkview Lane
Deere Creek Lane along the east side from Parkview Lane to Olde Brandy Lane
College Avenue along the east side from Parkview Lane to Olde Brandy Lane

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 provided by law.

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: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/16/2025

Subject:

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

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; **Closure:** Grand Avenue from Douglas Court to East Locust Street. [Ward 5]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 8:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; **Closure:** West 14th Street from Harrison Street to Main Street. [Wards 3 & 5]

Garner Farms HOA; Block Party; 1600 block of West 51st Street; 3:00 p.m. - 8:00 p.m. Saturday, August 16, 2025; **Closure:** West 51st Street from North Sturdevant Street to the cul-de-sac. [Ward 7]

Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 23, 2025 - 6:00 p.m. Sunday, August 24, 2025; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]

Ken Hopper; Quad City Air Show; Davenport Municipal Airport | 9230 North Harrison Street; 1:00 p.m. - 2:00 p.m. Thursday, August 21, 2025 (practice); 10:00 a.m. - 11:30 a.m. and 1:30 p.m. - 4:30 p.m. Friday, August 22, 2025 (practice); 11:30 a.m. - 4:30 p.m. Saturday, August 23, 2025 (Air Show Day One); and 11:30 a.m. - 4:30 p.m. Sunday, August 24, 2025 (Air Show Day Two); **Closures:** Slopertown Road from east of the Sterilite entrance to North Harrison Street; North Division Street north of the roundabout at Amazon to Slopertown Road. [Ward 8]

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:

1. Resolution
2. Quinn Block Party Street Closure Map
3. Quinn Block Party Street Closure Petition
4. Garner Farms HOA Block Party Closure Map
5. Garner Farms HOA Block Party Closure Notification Information
6. Farm Days in the Village Street Closure Map
7. Farm Days in the Village Street Closure Petition

8. QC Air Show Closure Map
9. QC Air Show Closure Information

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 on the listed dates and times for outdoor events.

*Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; **Closure:** Grand Avenue from Douglas Court to East Locust Street. [Ward 5]*

*Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 8:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; **Closure:** West 14th Street from Harrison Street to Main Street. [Wards 3 & 5]*

*Garner Farms HOA; Block Party; 1600 block of West 51st Street; 3:00 p.m. - 8:00 p.m. Saturday, August 16, 2025; **Closure:** West 51st Street from North Sturdevant Street to the cul-de-sac. [Ward 7]*

*Village of East Davenport Business Association; Farm Days in the Village; Village of East Davenport; 8:00 a.m. Saturday, August 23, 2025 - 6:00 p.m. Sunday, August 24, 2025; **Closures:** East 11th Street from Mound Street to Jersey Ridge Road; Christie Street from East 11th Street north to the alley. [Ward 5]*

*Ken Hopper; Quad City Air Show; Davenport Municipal Airport | 9230 North Harrison Street; 1:00 p.m. - 2:00 p.m. Thursday, August 21, 2025 (practice); 10:00 a.m. - 11:30 a.m. and 1:30 p.m. - 4:30 p.m. Friday, August 22, 2025 (practice); 11:30 a.m. - 4:30 p.m. Saturday, August 23, 2025 (Air Show Day One); and 11:30 a.m. - 4:30 p.m. Sunday, August 24, 2025 (Air Show Day Two); **Closures:** Slopertown Road from east of the Sterilite entrance to North Harrison Street; North Division Street north of the roundabout at Amazon to Slopertown Road. [Ward 8]*

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.

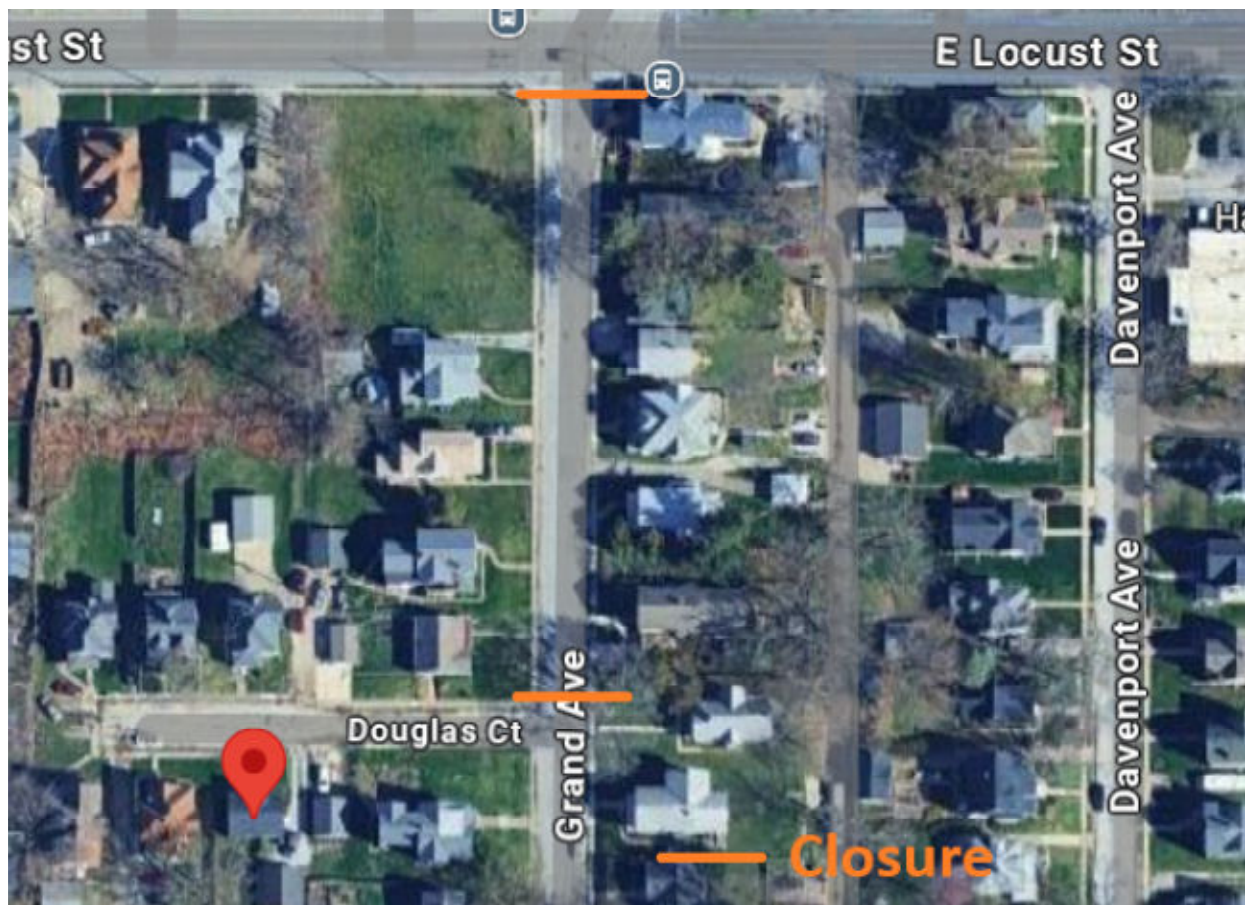
Passed and approved this 9th day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk





CITY OF DAVENPORT

STREET CLOSING AND NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 26 day of July, 2025 during the hours of 2pm-530pm there is proposed a street closing of Grand Ave between Douglas Ct and Grand Ave with outdoor music/band/performance from 2 a.m./(p.m.) to 530 a.m./(p.m.), requested by Arietta Quinn.

**The date and time on this form must match the date and time entered on the special event application.*

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Eury Gortz 1105 Grand Ave	✓		
Anna Lee 629	✓		
Jackie York - 621 Douglas Ct	✓		
Alessia Davis 1815 Grand Avenue	✓		
1806 Grand Ave - 6-17 446pm			
1802 Grand Ave - 6-18 530pm			
1802 Grand Ave - 6-17 446pm			
1802 Grand Ave - 6-18 532pm			
Chal Baker 1818 Grand Ave	✓		
Stacy Reedell 1803 Grand Ave	✓		
Christy Hoke 1715 Grand Ave	✓		
Cherise 1700 Grand	✓		
Katie Gibbs 1704 Grand Ave	✓		
1711 Grand 6-17 - 6-18 6pm			

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

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

Arietta Quinn 6-19-25
Signature of Applicant Date

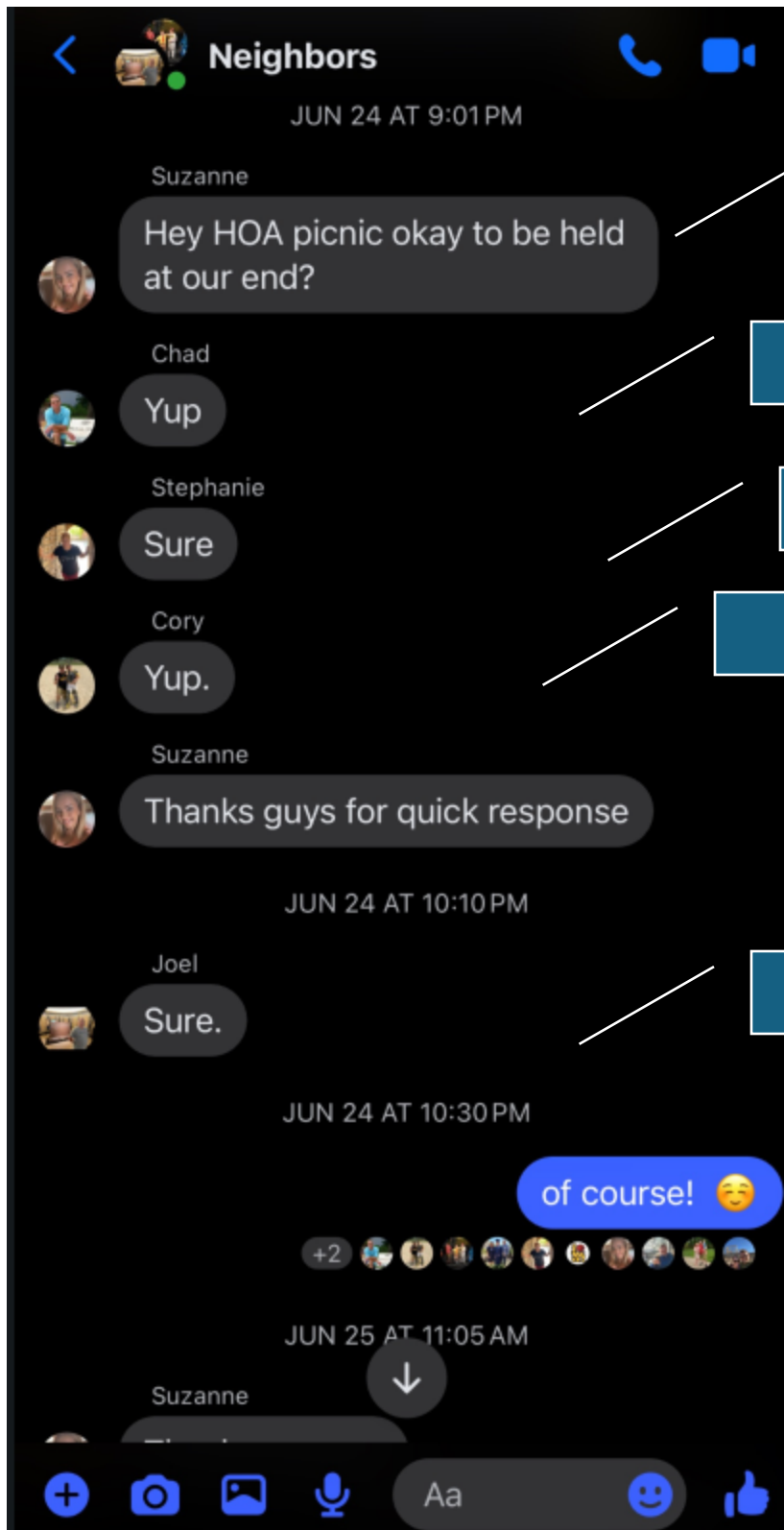
Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

Joseph Howard 1825 #2 - Favor
Tamera Trice 1825 Grand Ave - Favor





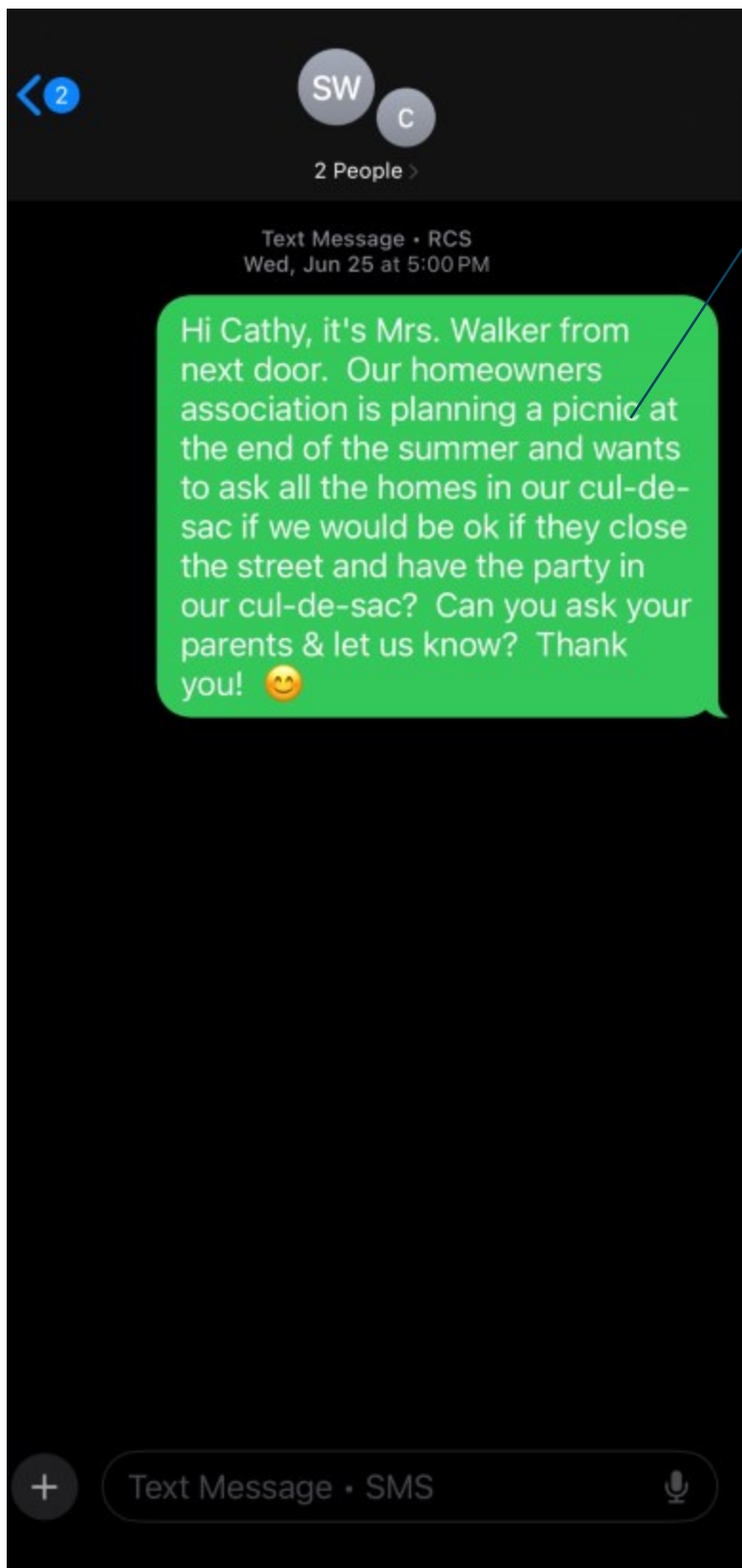
1654 w. 51st

1660 w. 51st

1664 w. 51st

1648 w. 51st

1661 w. 51st



1668 W. 51st St.

Language barrier, so communicate through the daughter. I personally spoke to them on July 4, 2025. They are ok. -Jen W.



Closure

Kelso's Corner

2115

Mound St

Eleven17

1107

The 11th Street
Precinct Bar & Grill
Grill • \$\$

2118

Grumpy's Saloon

Lagomarcino's
Confectionery

Christie St

The Heights of the Era

Bubble Tea Company
(East Village)
Bubble Tea

Mint Green Boutique

2202

Rudy's Tacos
Mexican • \$\$

Royal T's Beauty Parlor

Brew

1108

Jersey Ridge Rd

E 11th St

E 11th St

E 11th St

Village of Ea
Shopping mall

Davenport Fire

Betty's Wig Bo
W

St Paul Garden

CITY OF DAVENPORT

VILLAGE OF EAST DAVENPORT BUSINESS ASSOCIATION

STREET CLOSING PETITION FOR SPECIAL EVENTS

Master Business & Address List

NAME & ADDRESS

- #1 11th Street Precinct, 1107 Mound Street
- #2 Winddancer Boutique, 2114 East 11th Street
- #3 Grumpy's Village Saloon, 2120 East 11th Street
- #4 McClellan Stockade, 2124 East 11th Street
- #5 Lagomarcino's, 2132 East 11th Street
- #6 Vacant, 2200 East 11th Street
- #7 Vacant, 1105 Christie Street
- #8 Mint Green, 2208 East 11th Street
- #9 Rudy's Cantina, 2214 East 11th Street
- #10 Players, 2218 East 11th Street
- #11 D'Ville, 2228 East 11th Street
- #12 Brew, 1104 Jersey Ridge Road
- #13 Edward Jones, 2107 East 11th Street
- #14 Camp McClellan Cellars, 2302 East 11th Street
- #15 Blevins Brothers Bird Shop, 1108 Jersey Ridge Road
- #16 Freddy's Fritters, 1114 Jersey Ridge Road
- #17 Kaleidoscope Artworks, 2302 East 11th Street
- #18 Freddy's Fritters, 1111 Jersey Ridge Road
- #19 Sunlight Yoga Studio

CITY OF DAVENPORT

STREET CLOSING PETITION FOR SPECIAL EVENTS - FARM DAYS

On **August 23rd & 24th, 2025**, there is proposed a street closing, requested by **The Village of East Davenport Association**, which will require the closing of **East 11th Street** between **Mound Street and Jersey Ridge Road and Christie Street** between **East 11th Street** and **the alley**, during the hours of **8:00 a.m. to 6:00 p.m. each day**.

SIGNATURE	NOT		
	FAVOR	OPPOSED	CONCERNED
#1_____Per email - John Wisor_____	<u> X </u>	_____	_____
#2_____No Response_____	_____	_____	_____
#3_____Per email - Carrie Peterman_____	<u> X </u>	_____	_____
#4_____Per email - Kate Hanstrom_____	<u> X </u>	_____	_____
#5_____Per email - Lisa Ambrose_____	<u> X </u>	_____	_____
#6_____Vacant_____	_____	_____	_____
#7_____Vacant_____	_____	_____	_____
#8_____Per email – Aimee Winslow_____	<u> X </u>	_____	_____
#9_____Per email - Kevin Quijas_____	<u> X </u>	_____	_____
#10_____Per email - Jeff Krager_____	<u> X </u>	_____	_____
#11_____No Response_____	_____	_____	_____
#12_____Per email - Tracy Cameron_____	<u> X </u>	_____	_____
#13_____Per email - Paul Schnell_____	<u> X </u>	_____	_____
#14_____Julie Keehn_____	<u> X </u>	_____	_____
#15_____No Response_____	_____	_____	_____
#16_____Per email - Tami Grady_____	<u> X </u>	_____	_____
#17_____Per email - Matthew Chouteau_____	<u> X </u>	_____	_____
#18_____Per email - Tami Grady _____	<u> X </u>	_____	_____
#19_____Per email - Rebecca Sebastian_____	<u> X </u>	_____	_____



Hillandale Control Point
- Allow Sterilite Access to West Entry on Slopertown - do not turn east toward Airport.

Police Close just south of 230th Street - No traffic going SOUTH toward Airport.

Barrtown Road - Police Monitor

Slopertown Close & Control Point - Allow TCC Materials & RL Express to access their East Entry on Slopertown - do not turn west toward 155th Avenue. All other vehicles CLOSE.

Blackhawk Trails Control Point - Allow air show traffic to go to airport and turn South on South 1st Street as well as turn West on Slopertown to park on Airport. If possible, we would like to make traffic on Slopertown from 9am-4pm - one way going west on Saturday, June 22, 2024 - ONLY.

East 90th Control Point - Allow air show traffic to go to airport Main Entry and turn North on North Harrison (South 1st Street)

Division Control Point - Allow Amazon Access to South Entry on North Division - do not go past drive North toward Airport.

2025 QUAD CITY AIR SHOW - August 21-24, 2025 - Road Closures and Control Access Points



March 3, 2025

Brian Krup
Assistant City Clerk
City of Davenport
226 West 4th Street
Davenport, IA 52801

Brian,

The 34th Quad City Air Show is rapidly approaching and it is time to remind everyone about the road closings that normally happen in conjunction with the Quad City Air Show. Your support and cooperation is greatly appreciated.

As in the past the hours for closing these roads are detailed on the attached master list of road closing, as well as detailed on a color map enclosed as well. Please remember that all times and dates are subject to change and if any major change, you will be notified immediately.

We appreciate the support and look forward to working with you and your staff again.

Thanks.

Always Appreciative,

Kenneth W. Hopper
Chairman-Founder-Air Boss

CC: John Norris – Director of Security

25roadsltr



ROAD CLOSURE – 2025

34th - QUAD CITY AIR SHOW – August 21-24, 2025
Davenport Municipal Airport

PLEASE SEE ENCLOSED DETAIL CLOSING MAP FOR CLOSURE/CONTROL ACCESS POINTS.

City of Eldridge

- 1) **CLOSE** - 155th Avenue South from 230th Street to Slopertown Road.
- 2) **CONTROL** - South 1st Street from Blackhawk Trails south to East 90th Street to allow Air Show spectators to park on-site airport and TCC Material to have access.
- 3) **CONTROL** – South 1st Street to 155th Avenue (Slopertown Road) to allow TCC Material to have access to their East Most Drive. As well as allow air show spectators to park on-site airport. But no traffic WEST beyond TCC Material east drive – NO Spectator parking on Slopertown Road. Then, if possible, on August 23-24, 2025 ONLY can we make Slopertown ONE WAY Both Lanes going west from 0900 until 1600 to allow for traffic to access airport.

City of Davenport

- 1) **CONTROL** – East 90th Street going into airport – monitor to allow air show spectators to park and entry airport or turn North on South 1st Street (North Harrison) to park on airport.
- 2) **CLOSE & CONTROL** - North Division Street from 76th Street North to Slopertown Road, allow Amazon to have access to their South most access drive, if needed, as they can also come in from the backside. No spectator parking on North Division (155th Avenue) and close the Davenport Soccer Facility – letter already sent to City Director of Parks with this request.
- 3) **CONTROL** - Hillandale Road at Slopertown Road, allow Sterilite to have access to their WEST most entry drive. **CLOSE** - After this drive to all traffic going EAST toward Airport.

Times to be closed

<u>Day of the week</u>	<u>Hours for closure</u>	<u>Reason for closure</u>
Thursday, August 21, 2025	1300-1400	USAF Thunderbirds
Friday, August 22, 2025	1000-1130	USAF Thunderbirds
Friday, August 22, 2025	1330-1630	Air Show Practice
Saturday, August 23, 2025	1130-1630	Air Show Night One
Sunday, August 24, 2025	1130-1630	Air Show Day Two

**** Remember, times and dates may change depending on the military needs, this is our best estimate as of this time and these have worked in the past. We allow the Police to use discretion for allowing residents to/from their respective property, but only if the United States Air Force & Navy Military are not flying.**

Thanks for the support. - 25roadclosuretimes

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/16/2025

Subject:

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

Anissa Quinn; Block Party; 1800 block of Grand Avenue; 2:00 p.m. - 5:00 p.m. Saturday, July 26, 2025; Outdoor music, over 50 dBA. [Ward 5]

Hawkeye Sports Bar; Outdoor Bands; 4646 Cheyenne Avenue; 7:30 p.m. - 11:30 p.m. Saturday, July 25, 2025; Friday, August 1, 2025; Friday, August 15, 2025; and Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 2]

Third Missionary Baptist Church; Gospel Explosion Hoop Festival; 222 West 14th Street; 6:00 p.m. - 9:00 p.m. Friday, August 8, 2025, and 9:00 a.m. - 5:00 p.m. Saturday, August 9, 2025; Outdoor music, over 50 dBA. [Wards 3 & 5]

The Pour House; 30th Anniversary; 1502 West Locust Street; 12:00 p.m. - 10:00 p.m. Saturday, August 23, 2025; Outdoor music/band, over 50 dBA. [Ward 4]

Angels with Wings of Iowa; Carnival for Individuals with Special Needs and Their Caregivers and Families; LeClaire Park | 400 Beiderbecke Drive; 11:00 a.m. - 6:00 p.m. Saturday, August 30, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Recommendation:

Pass the Motion.

Background:

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

Vander Veer Concert | The attached letter was mailed to 132 residents who live around Vander Veer Park on June 10, 2025. The band will have sound checks starting at 4:00 p.m. and will play three sets beginning at 5:00 p.m.

Attachments:

1. Hawkeye Sports Bar Noise Variance Petition
2. Quinn Block Party Noise Variance Petition
3. Pour House 30th Anniversary Noise Variance Petition



CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

(7/24/25, 8-1-25, 8-15-25, & 8-23-25)

On the _____ day of _____, 2025, there is proposed an event to be held at

Hawkeye Sports Bar which will include outdoor music or a band,
(location/address)

requested by Toby Ortiz, during the hours of 7:30pm - 11:30pm

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

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

NAME AND ADDRESS	NOT		
	IN FAVOR	OPPOSED	CONCERNED
<u>Lisa Dockery 2245 W. 46th</u> <u>Dav IA 52806</u>	☒	☐	☐
<u>Darin Near 2237 West 46th</u> <u>Davenport IA 52804</u>	☒	☐	☐
<u>Dylan Herman 2227 West 46th</u> <u>Street</u>	☒	☐	☐
<u>Jersey Saini 4607 W Pine St Davenport</u>	☒	☐	☐
<u>Jersey Saini 4908 W Pine St Davenport</u>	☒	☐	☐
<u>Jerry Coussens 4621 Parkway Ave</u>	☒	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐
_____	☐	☐	☐

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

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

Signature of Applicant

Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

* 2247 W 46th 5:53 pm NOT HOME
* 2239 W 46th 5:57 pm NOT HOME
* 2229 W 46th 5:58 pm NOT HOME

* 4619 CHRYSLER AVE 6:00 pm
* 4707 CHRYSLER AVE 11:09 am
* 4621 CHRYSLER AVE 11:11 am

NOT HOME
NOT HOME
NOT HOME



CITY OF DAVENPORT

STREET CLOSING AND NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 26 day of July, 2025 during the hours of 2pm-530pm there is proposed a street closing of Grand Ave between Douglas Ct and Grand Ave with outdoor music/band/performance from 2 a.m./(p.m.) to 530 a.m./(p.m.), requested by Arietta Quinn.

**The date and time on this form must match the date and time entered on the special event application.*

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

NAME AND ADDRESS	NOT		
	IN FAVOR	OPPOSED	CONCERNED
Eury Gortz 1105 Grand Ave	✓	_____	_____
Anna Lee 629	✓	_____	_____
Jackie York - 621 Douglas Ct	✓	_____	_____
Alessia Davis 1815 Grand Avenue	✓	_____	_____
1806 Grand Ave - 6-17 446pm	_____	_____	_____
1802 Grand Ave - 6-18 530pm	_____	_____	_____
1802 Grand Ave - 6-17 446pm	_____	_____	_____
1802 Grand Ave - 6-18 532pm	_____	_____	_____
Chad Baker 1818 Grand Ave	✓	_____	_____
Stacy Reedell 1803 Grand Ave	✓	_____	_____
Christy Hoke 1715 Grand Ave	✓	_____	_____
Cherise 1700 Grand	✓	_____	_____
Katie Gibbs 1704 Grand Ave	✓	_____	_____
1711 Grand 6-17 - 6-18 6pm	_____	_____	_____

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

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

Arietta Quinn 6-19-25
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

Joseph Howard 1825^{#2} - Favor
Tamera Trice 1825 Grand Ave - Favor



CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 23 day of August, 20 25, there is proposed an event which will include outdoor music or a band, requested by The Pour House, during the hours of 12:00 - 10:00.

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

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

NAME AND ADDRESS	IN FAVOR	OPPOSED	NOT CONCERNED
Aimee Barton 1908 1/2 Washington St	☒	☐	☐
Darwin Jones 1918 Washington St	☒	☐	☐
<i>DeWayne Taylor 1912 Washington</i>	☒	☐	☐
Randy LaRue 1908 Washington	☒	☐	☐
Brian Lewis 1920 Washington St	☒	☐	☐
Al Pires 1922 Washington St	☒	☐	☐
ROD HOLT 1507th Locust St	☒	☐	☐
Semi Mart 1511 W Locust	☒	☐	☐
Therese 1910 Washington St	☒	☐	☐
Sarah Gannon 1912 1/2 Washington St.	☒	☐	☐
Jeana Munson 1914 Washington	☒	☐	☐
TREVOR Carlson 1912 Washington St.	☒	☐	☐

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

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

Nancy Barton 6/19/25
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com



CITY OF DAVENPORT

NOISE VARIANCE PETITION FOR SPECIAL EVENTS

On the 23 day of August, 20 25, there is proposed an event which will include outdoor music or a band, requested by The Pour House, during the hours of 12:00-10:00.

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

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

NAME AND ADDRESS

IN FAVOR

OPPOSED

NOT CONCERNED

Sarah Nove 128 Washington
Therese Hays 1528 W Locust St
1910 1/2 Washington
1918 1/2 Washington Apt 7

X		
X		
X		
X		

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

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

Nancy Barton 8/18/25
Signature of Applicant Date

Office of the City Clerk
563-326-6163

226 West Fourth Street
Davenport, Iowa 52801

Email: Brian.Krup@davenportiowa.com

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
7/16/2025

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

Collette's (Collette's, LLC) – 317 West 3rd Street – New License – License Type: Class C Liquor (On-Premises)

Cedar Ridge Distillery (Cedar Ridge Vineyard, LLC) - 131 West 2nd Street – Temporary Event August 14-19 - License Type: Class C Liquor (On-Premises)

River Center/Adler Theatre (VenuWorks of Davenport, LLC) – 136 East 3rd Street – Temporary Outdoor Area July 24-26 – License Type: Class C Liquor (On-Premises)

Ward 4

Washington Street Mini Mart (Yuvi Global Supply, LLC) – 1601 Washington Street – New License/Owners – License Type: Class E Liquor (Carry-Out)

Ward 6

Rudy's Tacos (Prime Partners, LLC) – 3944 Elmore Avenue – New License/Owners with Outdoor Area – License Type: Class C Liquor (On-Premises)

PUBLIC SAFETY CHAIR REQUESTS SUSPENSION OF THE RULES AND THIS BE VOTED ON LATER ON THE AGENDA

Ward 8

Quad City Air Show (Aerial Promotions) - 9010 Harrison Street – Temporary Outdoor Event - License Type: Class C Liquor (On-Premises)

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

Ward 5

D'Ville (Aba East Village, LLC) - 2228 East 11th Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 7

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 1020 West Kimberly Road - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

Hooters Of Davenport (Hoa Restaurant Holder, LLC) - 110 East Kimberly Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 8

Double D Diner (The Shadowy Biscuit, LLC) - 2225 West 53rd Street #400 – License Type: Class C Liquor (On-Premises)

Girl + Food by Cafe Fresh (Girl + Food, LLC) - 5345 Belle Avenue - 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.

Attachments:
None

City of Davenport

Department: Administration
Contact Info: Brian Krup | 563-326-6163

Action / Date
7/16/2025

Subject:

Motion approving a special occurrence permit for Daniel Fuentes to allow a mobile food unit to operate on public property located in front of 1407 West 4th Street. [Ward 3]

Recommendation:

Pass the Motion.

Background:

Daniel Fuentes has submitted an application for a Special Occurrence Permit to allow the operation of a mobile food unit on public property in front of 1407 West 4th Street. In accordance with notification requirements, twenty-six (26) notices were mailed on July 3, 2025, to property owners within a 200-foot radius of the proposed location. Addresses were generated using the selection tool on the Scott County Treasurer's parcel query, and a list of recipients is attached.

The applicant has requested authorization to operate the mobile food unit Monday through Friday from 11:00 a.m. to 9:00 p.m. While the permit would cover this full range of days and hours, the mobile food unit will not be present every day and may operate for only a portion of the approved timeframe.

As of the publication of this agenda, no objections have been received by the Deputy City Clerk. Any opposition received prior to the July 23 City Council meeting will be provided to Council for consideration before final action on the permit.

Attachments:

1. Notice Letter 200' For 1407 West 4th Street
2. 1407 W 4th Street Map
3. Special Occurrence Permit for 1407 W 4th Parcels



DAVENPORT
CITY ADMINISTRATION



**NOTICE OF APPLICATION FOR
MOBILE FOOD UNIT
SPECIAL OCCURRENCE PERMIT**



TO ALL PROPERTY OWNERS WITHIN 200 FEET OF THE SUBJECT PROPERTY
LOCATED AT: **1407 WEST 4TH STREET**

The Davenport City Council, at its Committee of the Whole meeting on July 16, 2025 at 5:30 p.m. in Council Chambers at City Hall, 226 West 4th Street Davenport, Iowa, will consider the request of Daniel Fuentes to have a food truck present outside the above mentioned premise within the public right-of-way. As a neighboring property owner, you can submit written comments, and/or appear at the meeting to express your views on the request described below. If you intend to send in written comments, comments must be received by the City Clerk no later than **12:00 p.m. on July 23, 2025.**

Following are details of the request:

Request from Daniel Fuentes to operate a food truck in front of 1407 West 4th Street from 11:00 a.m. to 9:00 p.m. Monday through Friday. While the request covers these days and hours, the food truck may not be present each day and/or may operate for a portion of the approved timeframe.

Written comments can be emailed to specialevents@davenportiowa.com or mailed to City of Davenport, Attn: City Clerk, 226 West Fourth Street, Davenport, IA 52801.

Questions can be directed to specialevents@davenportiowa.com or 563-326-6163.

4th St ← W 4th St ← W 4th St ← W 4th St ← W 4th St ←

**Proposed mobile
food unit location**

Heavens Kitchen Ministry

Mike's Repair

Google

Fillmore St

ParcelId	OwnerName	OwnerAddress1	OwnerCityStZip
H0058-14	428 FILLMORE LLC	2205 KIMBERLY RD	BETTENDORF IA 52722
H0058-05	9960 HOLDINGS LLC	417 E LOMBARD ST	DAVENPORT IA 52803
H0058-11	ASCENTRA CREDIT UNION	1710 GRANT ST	BETTENDORF IA 52722
K0007-37	CABRERA-ESPINO CARLOS	1429 W 4TH ST	DAVENPORT IA 52802
K0007-37	CASTEL DE CABRERA ALEJANDRA	1429 W 4TH ST	DAVENPORT IA 52802
K0008-35A	DES MOINES RESTORATION LLC	1918 E 12TH ST	DAVENPORT IA 52803
K0007-38	GASSMANN GAVIN W	1427 W 4TH ST	DAVENPORT IA 52802
K0007-17	GRUBBS DARYLE W	1453 W 3RD ST	DAVENPORT IA 52802
K0007-40	JENSMA KEN	467 CAMINO FLORA VISTA	SAN CLEMENTE CA 92673
K0007-42	JERUSALEM TEMPLE APOSTOLIC CHU	1440 W 3RD ST	DAVENPORT IA 52802
K0007-45	JK RESTORE LLC	13126 275TH ST	DONAHUE IA 52746
K0007-16	LBLN LLC	1403 W 3RD ST	DAVENPORT IA 52802
K0007-21	LE HOA T	6201 MARQUETTE ST	DAVENPORT IA 52806
H0058-06	MASON CHERYL	1426 W 4TH ST	DAVENPORT IA 52802
K0007-20	MEZA FRANCISCO LOPEZ	1424 W 3RD ST	DAVENPORT IA 52802
K0007-22	NGUYEN INC	6201 N MARQUETTE ST	DAVENPORT IA 52806-2068
K0007-15	NKP LLC	PO BOX 4377	DAVENPORT IA 52808
K0007-19	PARKSIDE LENDING LLC	5001 TREMONT AVE	DAVENPORT IA 52807
K0007-23	QUIET CAPITAL LLC	5 HIGH POINT PL	BETTENDORF IA 52722
K0008-13	R & R COMMERCIAL PROPERTIES LLC	1354 W 3RD ST	DAVENPORT IA 52802
K0007-36	RE JBE LLC	260 EUCLID AVE APT 20	MIAMI BEACH FL 33139
K0008-32	RICK & KEN'S AUTOMOTIVE INC	1353 W 4TH ST	DAVENPORT IA 52802
K0007-46	ROLDAN MARIA TERESA	322 FILLMORE ST	DAVENPORT IA 52802
K0008-33	SMITH JENETTE L	321 FILLMORE ST	DAVENPORT IA 52802
Z9006-26	THE LAMAR COMPANY LLC	1130 KERPER CT	DUBUQUE IA 52001-7733
K0007-39	VALLE CHRISTINA L	1423 W 4TH ST	DAVENPORT IA 52802

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution accepting the sanitary sewer, storm sewer, and pavement associated with the American Water Way roadway extension. [Ward 8]

Recommendation:

Adopt the Resolution.

Background:

The American Water Way roadway extension project extended American Water Way approximately 500 feet, terminating at the end of the existing right-of-way. This roadway extension is required to serve development to the north of this extension. The developer is Iowa American Water of Davenport, Iowa. Plans for site improvements were created by IMEG of Bettendorf, Iowa. The construction of the sanitary sewer, storm sewer, and pavement was completed by Hawkeye Sewer & Water of Bettendorf, Iowa.

This roadway extension included 2,400 square yards of 8" Portland cement concrete pavement with integral curb and gutter; 95 lineal feet of 15" PVC connecting to existing manhole G-102-25-11, and one new sanitary manhole; and 82 lineal feet of 15" reinforced concrete pipe (RCP), 321 lineal feet of 18" RCP, 72 lineal feet of 24" RCP, and 4 intakes connecting to existing inlet 12350.

Davenport Public Works has inspected the work and found it to be acceptable according to City of Davenport specifications. The sanitary sewer, storm sewer, and pavement has been satisfactorily completed and is hereby formally accepted, and, as of this date, considered public infrastructure.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting the sanitary sewer, storm sewer, and pavement associated with the American Water Way roadway extension.

WHEREAS, the American Water Way roadway extension has been developed by Iowa American Water of Davenport, Iowa; and

WHEREAS, 95 lineal feet of 15" PVC connecting to existing manhole G-102-25-11, and one new sanitary manhole were constructed by Hawkeye Sewer & Water Construction of Bettendorf, Iowa; and

WHEREAS, 82 lineal feet of 15" reinforced concrete pipe (RCP), 321 lineal feet of 18" RCP, 72 lineal feet of 24" RCP, and 4 intakes connecting to Ex inlet 12350 were constructed by Hawkeye Sewer & Water Construction of Bettendorf, Iowa; and

WHEREAS, 2,400 square yards of 8" Portland cement concrete with integral curb and gutter was constructed by Hawkeye Sewer & Water Construction of Bettendorf, Iowa; and

WHEREAS, the storm sewer shall be televised approximately three years after acceptance to observe cracking of the concrete pipe; and

WHEREAS, the sanitary sewer, storm sewer, and pavement have been satisfactorily completed and acceptable to City of Davenport specifications, and the City has a four-year maintenance bond on file in the amount of \$447,826 (sanitary sewer, storm sewer, and paving).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the American Water Way roadway extension improvements, which sanitary sewer, storm sewer, and pavement constructed by Hawkeye Sewer & Water Construction of Bettendorf, Iowa, all having been satisfactorily completed, are hereby accepted.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution approving Change Order #2 in the amount of \$261,752 to Veenstra & Kimm, Inc of Rock Island, Illinois for Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project (EDA project #06-79-06258) CIP #39012. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

In February 2022, the City hired Veenstra & Kim to perform engineering services for the Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project. This was done following an extensive Request for Qualification process in which they were chosen by a multi-jurisdictional committee. This scope consisted of preliminary engineering, final engineering, permitting, construction administration and inspection.

The funding amount originally set aside for construction administration and inspection within the contract was based on the original conceptual plan (2021) prior to engineering design work. The timeline needed to complete construction has increased as the plans were further developed, a contractor was hired, and site conditions became more known. This change order provides funding for additional hours for both on-site inspection and administration for the duration of the project. In addition, additional hours are added for right-of-way and utility coordination. Veenstra and Kim staff have performed well on the project throughout all phases of their contract. Through their efforts, the city currently sits in a positive cash position on the construction contract.

For context purposes, the Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project aims to secure the southern perimeter of the Water Pollution Control Plant and Compost Facility by constructing an earthen berm system of approximately 4,600 feet in length to the height of three feet over a 500-year flood event. In addition, this project will install interior stormwater and effluent pumping systems that ensure the plant continues to operate efficiently and effectively during high water events from the Mississippi River.

Funding for the overall project is through a federal grant from the Economic Development Administration with local funds from the Water Pollution Control Plant 28E Committees (Davenport, Bettendorf, Riverdale, and Panorama Park).

Contract Summary

Original Contract Amount	\$817,741 (approved)
Change Order #1	\$0 (approved)
Change Order #2	<u>\$261,752</u> (pending approval)
Total Amended Contract	\$1,079,493

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving Change Order #2 in the amount of \$261,752 to Veenstra & Kimm, Inc of Rock Island, Illinois for Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project (EDA Project #06-79-06258), CIP #39012.

WHEREAS, the City is adding additional hours to an existing contractor for construction administration and inspection for the Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project; and

WHEREAS, Veenstra & Kimm, Inc of Rock Island, Illinois is currently providing these engineering services for the project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that Change Order #2 in the amount of \$261,752 to Veenstra & Kimm, Inc of Rock Island, Illinois for the Water Pollution Control Plant and Compost Facility Flood Protection System Phase One project (EDA Project #06-79-06258) is hereby approved.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution awarding a contract for the Freight House Window and Door Replacement project to Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$748,862, CIP #23091 & #23097. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 2, 2025, and sent to contractors. On June 27, 2025, the Purchasing Division opened and read three (3) responsive and responsible bids. Bi-State Masonry, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder and is recommended for award.

This project includes the replacement of windows and doors at the Davenport Freight House as well as other associated work, including replacement of lintels and sills and brickwork necessary to facilitate replacements. Priming and painting where required will also be done. The Design Review Board approved Case DR25-06 February 24, 2025, regarding this project.

This project is funded through CIP #23091 | Freight House Window Replacement and CIP #23097 | Freight House Lintels & Sills.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the Freight House Window and Door Replacement project to Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$748,862, CIPs #23091 & 23097.

WHEREAS, the City needs to contract for the Freight House Window and Door Replacement project; and

WHEREAS, Bi-State Masonry, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Freight House Window and Door Replacement project is hereby awarded to Bi-State Masonry, Inc of Rock Island, Illinois in the amount of \$748,862.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Freight House Window and Door Replacement

BID NUMBER: 25-97

OPENING DATE: June 27, 2025

FUNDING: 23091 | Freight House Window Replacement
23097 | Freight House Lintels & Sills

RECOMMENDATION: Award the contract to Bi-State Masonry, Inc. of Rock Island, Illinois in the amount of \$748,862.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Bi-State Masonry, Inc. of Rock Island, IL	\$748,862
Silver Creek Construction of Davenport, IA	\$832,500
Reed Construction LLC of Dewitt, IA	\$1,023,000

Approved By

Purchasing

Date

Approved By

Dept. Director

Date

Approved By

Budget/CIP

Date

Approved By

Chief Financial Officer

Date

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution awarding a contract for the 2025 Residential Alley Program to Langman Construction, Inc of Rock Island, Illinois in the amount of \$599,189.58, CIP #35038. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on June 17, 2025, and sent to contractors. On July 9, 2025, the Purchasing Division opened and read three (3) responsive and responsible bids. Langman Construction, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder and is recommended for award.

This project will reconstruct the following alleys:

- east/west alley between East 10th Street and East 9th Street from Mississippi Avenue to College Avenue
- east/west alley between Kirkwood Boulevard and East 15th Street from bRidge Avenue to Arlington Avenue.

The proposed improvements include, but are not limited to, the furnishing of all labor for the removal of the PCC and HMA roadway pavement for the length of the project, full-depth aggregate stone base material, geo fabric/grid materials if needed, reconstruction of the roadway with PCC alley approaches and HMA pavement, reset all existing utility surface features to finish grade, replacement of the adjacent driveway approaches, reconstruction of sidewalk at the intersections including ADA ramp construction, topsoil and sodding, and erosion control.

This project is funded through CIP #35038 | Alley Repair Program.

Attachments:

1. Resolution
2. Bid Tab

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a contract for the 2025 Residential Alley Program to Langman Construction, Inc of Rock Island, Illinois in the amount of \$599,189.58, CIP #35038.

WHEREAS, the City needs to contract for the 2025 Residential Alley Program; and

WHEREAS, Langman Construction, Inc of Rock Island, Illinois was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the 2025 Residential Alley Program is hereby awarded to Langman Construction, Inc of Rock Island, Illinois in the amount of \$599,189.58.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 2025 Residential Alley Program (Kirkwood Blvd. to Mississippi Ave.)

BID NUMBER: 25-100

OPENING DATE: June 17, 2025

FUNDING: CIP 35038 | Alley Repair Program

RECOMMENDATION: Award the contract to Langman Construction Inc. of Rock Island, IL in the amount of \$599,189.58.

<u>VENDOR NAME</u>	<u>Bid Price</u>
Langman Construction Inc. of Rock Island, IL	\$599,189.58
Eastern Iowa Excavating & Concrete, LLC of Cascade, IA	\$639,285.50
Taylor Ridge Paving & Construction of Andalusia, IL	\$670,993

Approved By

Purchasing

Date

Approved By

Dept Director

Date

Approved By

Budget/CIP

Date

Approved By

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fairmount Library Roof Replacement project, CIP #23093. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

This project is located at the Fairmount Library, 3000 North Fairmount Street. The proposed improvements include, but are not limited to, the furnishing of all labor, materials, and equipment necessary for the replacement of the existing roof as indicated in the plans and specifications.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. 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 Library Roof Replacement project, CIP #23093.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Fairmount Library Roof 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 Fairmount Library Roof Replacement project.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution authorizing submission of a grant application to the Iowa State Recreational Trails Program (SRT) for financial assistance to re-route the Duck Creek Recreational Trail under Division Street. [Wards 2 & 7]

Recommendation:

Adopt the Resolution.

Background:

Eliminating the trail crossing on Division Street and rerouting the trail beneath Division Street will enhance safety for all trail users by separating pedestrian and bicycle traffic from vehicular traffic. By removing the existing pedestrian-activated traffic signal, unexpected stops in traffic which lead to rear-end collisions will be reduced. Additionally, vehicle emissions associated with idling at the current crossing will be reduced, and energy conservation will be promoted by removing the existing traffic signal.

The Iowa Department of Transportation has a requirement that the City needs to commit to maintaining infrastructure for a minimum of 20 years and will provide the required local match funding. This application will pay for up to 75% of the project costs and awards are anticipated in October 2025. The estimated match is \$64,125.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION authorizing submission of a grant application to the Iowa State Recreational Trails Program (SRT) for financial assistance to reroute the Duck Creek Recreational Trail under Division Street.

WHEREAS, the City of Davenport, Iowa recognizes that rerouting the Duck Creek Trail beneath Division Street will enhance safety for all trail users by separating pedestrian and bicycle traffic from vehicular traffic; and

WHEREAS, this improvement will also enhance motorists' safety on Division Street by eliminating the need for a pedestrian-activated traffic signal, which currently causes unexpected stops and increases the risk of rear-end collisions; and

WHEREAS, the project will promote energy conservation by removing the need for a signal operation; and

WHEREAS, it will further contribute to environmental benefits by reducing vehicle emissions associated with idling at the current crossing; and

WHEREAS, the components of the project are dedicated to public use which the City will maintain for a minimum of 20 years; and

WHEREAS, if awarded funding through the State Recreational Trails Program, the City shall commit the match funds required for the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa that staff is hereby authorized to prepare and submit a grant application to the Iowa State Recreational Trails Program (SRT) for financial assistance to reroute the Duck Creek Recreational Trail under Division Street.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
7/16/2025

Subject:

Resolution granting a public utility easement on City-owned property located at 2424 South Concord Street (Parcel R0903-02A). [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the public utility easement is to allow for relocation of various utilities to facilitate construction of the Water Pollution Control Plant and Compost flood protection levee. Said easement is approximately 10,912 square feet.

Attachments:

1. Resolution
2. Easement

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION granting a public utility easement on City-owned property located at 2424 South Concord Street (Parcel R0903-02A).

WHEREAS, this public utility easement is necessary to allow for the relocation of various utilities to facilitate construction of the Water Pollution Control Plant and Compost flood protection levee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a public utility easement on City-owned property located at 2424 South Concord Street (Parcel R0903-02A) is hereby granted.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

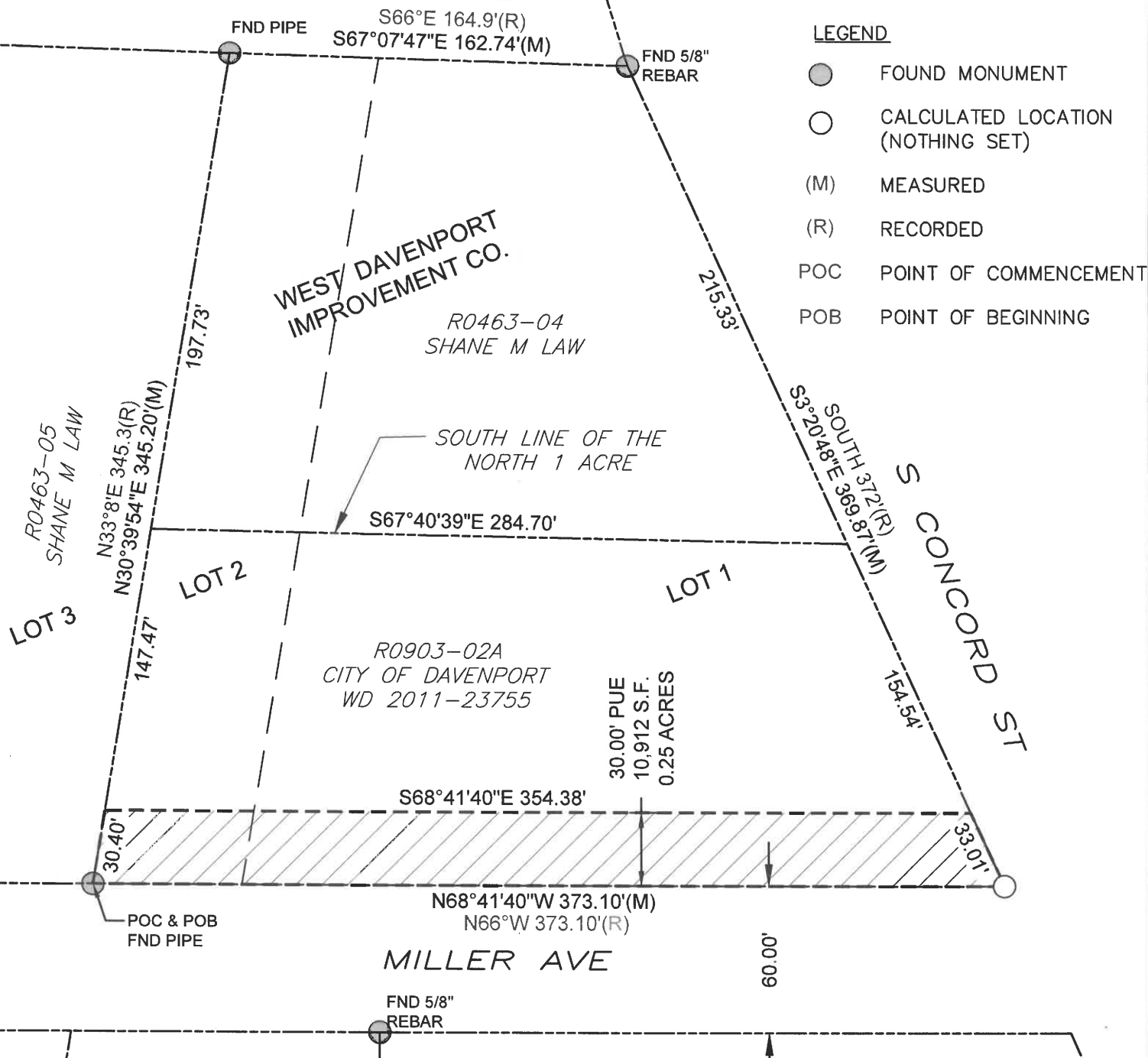
V&K REF. Z:\DAVENPORT 222 WPCP FLOOD PROTECTION PROJECT\DRAWINGS\DESIGN DRAWINGS\222169 ACQUISITION PLOTTED: Tuesday, July 8, 2025 11:29:15 AM

INDEX LEGEND
LOCATION: SECTION 9, TOWNSHIP 77, RANGE 03
LOTS 1 & 2 WEST DAVENPORT IMP. CO.
REQUESTOR: CITY OF DAVENPORT
PROPRIETOR: CITY OF DAVENPORT
SURVEYOR: CRAIG BEEDLE
SURVEYOR: VEENSTRA & KIMM, INC.
COMPANY 1800 5TH AVE
RETURN TO: ROCK ISLAND, IL 61201 (309) 786-7590

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.



Craig W. Beedle
8 July 2025
CRAIG W. BEEDLE, L.S. #17913 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES COVERED BY SEAL 1



PUBLIC UTILITY
EASEMENT PLAT
FOR THE CITY OF DAVENPORT
SCOTT COUNTY, IOWA
1800 5th Avenue • Rock Island, Illinois 61201
309-786-7590 • 309-797-0996(FAX) • 877-241-8010(WATS)

NOTES:	SCALE 1" = 60'	DWG. NO.
	DRAWN DRS	1
	CHECKED CWB	
	APPROVED CWB	
	DATE 7/8/2025	
	ISSUED FOR	
	PROJECT #	222169

City of Davenport

Department: Administration
Contact Info: Denise Hnytka | 563-888-2008

Action / Date
7/16/2025

Subject:

Resolution approving a 20-year lease agreement and updated management agreement with Lindsay Park Yacht Club. [Ward 5]

Recommendation:

Adopt the Resolution

Background:

The Lindsay Park Yacht Club currently leases 1.25 acres of riverfront property off Mound Street and contracts with the Riverfront Improvement Commission to manage the Marina and the leased facilities on the property. This arrangement dates back to 1961, and the tenants have continued to successfully manage the operations of the property.

The Lindsay Park Yacht Club entered negotiations in early 2025 with the Riverfront Improvement Commission to renew and extend its lease and management agreements. The Yacht Club needed updated agreements to secure a bank loan to make improvements to some of the infrastructure within its leased area.

At a special meeting of the Riverfront Improvement Commission on July 10, 2025, the Commission voted 7-0 to recommend the City Council review and approve the agreements.

Attachments:

1. LP Marina Management Agreement Final
2. LPYC Lease Final

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a 20-year lease agreement and updated management agreement with Lindsay Park Yacht Club.

WHEREAS, the Lindsay Park Yacht Club currently leases the premises containing 1.25 rentable acres in the jurisdiction of the Davenport Riverfront Improvement Commission; and

WHEREAS, the Lindsay Park Yacht Club is currently contracted by the Davenport Riverfront Improvement Commission to manage the operation of the boat marina and facilities in the leased area; and

WHEREAS, the Riverfront Improvement Commission voted 7-0 at a special meeting on July 10, 2025, to recommend a 20-year lease agreement and the associated management agreement with the Lindsay Park Yacht Club to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the 20-year lease agreement and updated management agreement with Lindsay Park Yacht Club is hereby approved.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Landlord"), and LINDSAY PARK YACHT CLUB, INC., an Iowa corporation not for pecuniary profit ("Tenant").

ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises containing approximately 1.25 rentable acres, which includes all buildings and structures. See Attachment A. (the "Premises").

ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on August 1, 2025, (the "Commencement Date") and shall expire on July 31, 2045, unless sooner terminated.

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") in the amount of seven thousand dollars (\$7,000.00) annually. Rent shall increase at an annual rate of two percent (2%) with the first increase occurring on January 1, 2026. Tenant is given credit for having paid rent for the year of 2025. Rent shall be pro-rated for the year of 2045 to reflect the remaining seven (7) months of this Agreement.

3.2. Payment of Rent. Rent shall be payable in equal yearly installments, in advance, on the first day of each calendar year during the Term. All Rent and other amounts payable by Tenant at the address specified in Section 11.1 or such other place as Landlord may designate in writing.

ARTICLE 4. UTILITIES

4.1. Tenant's Duties. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity, and gas to the Premises.

ARTICLE 5. USE OF PREMISES

5.1. Permitted Use. Tenant shall use and occupy the Premises for social, recreational, and education purposes for the purpose of providing year-round facilities and accommodations for the owners of private watercrafts for parking and storage of such watercraft, and to provide said members of the Tenant's club a Clubhouse and other facilities for recreational, educational, and social purposes. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa.

5.1.1. Signs and Advertising Materials. The Tenant recognizes there are Signage Restrictions for the demised area. All proposed signage must be submitted and approved by the City of Davenport before installation, whether affixed to the building or window-type display signs. The Tenant shall submit its signage plan to the Landlord for review and approval.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises, including any requirements or regulations specific to Tenant's status as a non-profit organization. Landlord shall be responsible for ensuring that the Premises complies with all applicable laws, including the Americans with Disabilities Act (ADA), except to the extent that any non-compliance is caused by Tenant's specific use of the Premises or any Alterations made by Tenant.

ARTICLE 6. TEMPORARY SUSPENSION OF USE DUE TO FLOODING

6.1. Notwithstanding any other provision in this Lease, Tenant's right to use, occupy, or access the Premises shall be temporarily suspended during periods of significant flooding, as defined below.

6.2. For purposes of this Lease, "significant flooding" means:

6.2.1. The issuance of a flood warning by the National Weather Service for the county in which the Premises is located;

6.2.2. Water levels on the Premises; or

6.2.3. A declaration of s state of emergency due to flooding by the Governor of Iowa or local officials with jurisdiction over the Premises.

6.3. Landlord shall provide Tenant with prompt Notice of the occurrence of significant flooding and the temporary suspension of Tenant's right to use the Premises. Such Notice may be provided by email, text message, or other reasonable means of communication.

6.3.2. When feasible, Landlord shall grant Tenant temporary access to Premises via alternative routes, such as use of the riverfront bike trail, allowing Tenant to mitigate damage to the structure, docks, boats, and otherwise monitor the Premises.

6.4. The temporary suspension shall remain in effect until Landlord provides notice that the significant flooding has abated, and it is safe to resume use of the Premises. Landlord shall not unreasonably delay providing such notice once flooding conditions have improved.

6.5. Landlord shall not be liable for any loss, injury, or damage to person or property resulting from significant flooding or the temporary suspension of use under this Section.

6.6. Landlord shall calculate the pro-rated amount of rent for the time that use of the Premises is suspended due to flooding. That amount shall be credited to the rent due in the year following the significant flooding event.

ARTICLE 7. MAINTENANCE AND REPAIRS

7.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 8), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements within the Premises, including, but not limited to, interior walls, floors, ceilings, windows, doors, and lighting fixtures.

ARTICLE 8. ALTERATIONS

8.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

8.2. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Tenant's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1. Fire Insurance. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building in which the Premises are located.

9.2. Tenant's Insurance. The Tenant shall secure and maintain such primary insurance policies as will protect themselves or their Subcontractors from claims for bodily injuries, death, or property damage which may arise from operations under this Lease whether such operations be by themselves or by any Subcontractor or anyone employed by them directly or indirectly.

9.2.1. The following insurance policies are required unless other limits are specified. The City shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**Commercial Automobile Liability
(if autos are used)**

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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Excess Liability Umbrella	\$1,000,000
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Statutory Worker's Compensation with waiver of subrogation in favor of the City.

9.2.2 Contractual Liability: the insurance required under this section shall:

1. **be Primary insurance and non-contributory.**
2. **include contractual liability insurance coverage for the Tenant's obligations under the paragraph 8.5.**

9.3 Certificates of Insurance. Certificates of Insurance, acceptable to the Landlord indicating insurance required by the Contract is in force, shall be filed with the Landlord prior to approval of the Contract by the Landlord. The Tenant shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Landlord. The Tenant will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

9.4. Mutual Waiver of Subrogation. Landlord and Tenant each hereby release the other, and the other's partners, shareholders, officers, directors, agents, and employees, from all liability for any loss or damage to the extent such loss or damage is covered by the releasing party's insurance, regardless of the cause of such loss or damage. Each party shall cause its insurance policies to include a waiver of subrogation endorsement or clause.

9.5. Indemnification. To the fullest extent permitted by the law, Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, actions, damages, liabilities, and expenses, including reasonable attorneys' fees, arising from or related to: (i) Tenant's use or occupancy of the Premises; (ii) any negligent or willful act or omission of Tenant or Tenant's agents, employees, or invitees; or (iii) any breach or default by Tenant in the performance of its obligations under this Lease. Notwithstanding the foregoing, Tenant shall not be required to

indemnify Landlord for any claims, actions, damages, liabilities, or expenses to the extent caused by the negligence or willful misconduct of Landlord or its agents, employees, or contractors.

ARTICLE 10. DAMAGE OR DESTRUCTION

10.1. Termination. In the event of destruction of the Premises during the said term, which requires repairs to said Premises, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires repairs provided the Tenant gives to the Landlord written notice of the necessity, therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made, and the Tenant is compelled to discontinue business in the Premises.

ARTICLE 11. ASSIGNMENT AND SUBLETTING

11.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for Landlord's consent shall be accompanied by detailed information about the proposed assignee or subtenant, including financial statements, business history, and intended use of the Premises.

11.2. Landlord's Recapture Right. Notwithstanding anything to the contrary in Section 11.1, Landlord shall have the option, exercisable by written notice to Tenant within thirty (30) days after receipt of Tenant's notice of a proposed transfer, to recapture the space proposed to be transferred. If Landlord exercises this option, this Lease shall terminate with respect to the space proposed to be transferred as of the date specified in Landlord's notice.

ARTICLE 12. DEFAULT AND REMEDIES

12.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay any installment of Rent or any other amount due hereunder within fifteen (15) days after the same is due and payable;
- (b) Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (c) The filing of a petition by or against Tenant for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of Tenant's property;
- (d) The making by Tenant of an assignment for the benefit of creditors; or
- (e) The abandonment or vacation of the Premises by Tenant.

12.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant shall immediately surrender the Premises to Landlord; or
- (b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

12.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

12.4. Costs and Attorney Fees. If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, then the Tenant shall be responsible for payment of all reasonable costs and attorney fees of the Landlord that result from the Landlord pursuing its rights and remedies.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Landlord: City of Davenport
226 W 4th Street
Davenport, Iowa 52801
Attention: City Administrator

To Tenant: Lindsay Park Yacht Club, Inc.
PO Box 3484
Davenport, Iowa 52808-3484
Attention: Commodore

13.2. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Lease shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.

13.3. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13.4. Entire Agreement. This Lease, together with the attachment attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

13.5. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

13.6. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.7. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision hereof.

13.8. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.9. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

13.10. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

13.11. Compliance with Municipal Regulations. Landlord represents and warrants that it has full authority to enter into this Lease and that this Lease complies with all applicable municipal laws, regulations, and policies governing the leasing of City-owned property. Tenant acknowledges that this Lease may be subject to additional municipal requirements and agrees to cooperate with Landlord in complying with any such requirements.

13.12. Non-Profit Accommodation. Landlord acknowledges Tenant's status as a non-profit organization and agrees to reasonably cooperate with Tenant in maintaining its tax-exempt status, including providing any necessary documentation or certifications related to Tenant's use of the Premises.

13.13. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

13.14. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

13.15. Holding Over. If Tenant remains in possession of the Premises after the expiration or earlier termination of this Lease without Landlord's written consent, such occupancy shall be a tenancy at sufferance, and Tenant shall pay Rent at 150% of the rate in effect immediately prior to such holding over, computed on a monthly basis for each month or partial month of the holdover period. No holding over by Tenant shall operate to extend the Term of this Lease.

13.16. Estoppel Certificates. Tenant shall, within ten (10) business days after written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing certifying such information as Landlord may reasonably request, including but not limited to the following: (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) the date to which the Rent and other charges are paid in advance, if any; (c) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (d) such other matters as Landlord may reasonably require.

13.17. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

13.18 Infrastructure Projects. When Landlord plans significant infrastructure projects on adjacent or overlapping properties to the Premises, Landlord agrees that it shall discuss any proposed changes with Tenant and will consider Tenant's concerns in good faith. The Landlord shall have sole discretion and final authority over any such changes.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

LANDLORD:
CITY OF DAVENPORT

By: _____
Name: Mike Matson
Title: Mayor

TENANT:
LINDSAY PARK YACHT CLUB, INC.

By: _____
Name: Kris Clements
Title: Commodore

ATTACHMENT A

Part of the Southwest Quarter of Section 30, Township 78 North Range 3 East of the 5th PM, more particularly described as follows:

Tract A

Beginning at the intersection of the east ROW line of Mound Street extended South and the riverward face of the U.S Government seawall; Thence North 19 degrees 45 minutes West for a distance of 145 feet, more or less, to a point; Thence South 82 degrees 00 minutes East for a distance of 67 feet, more or less, to a point; Thence North 78 degrees 30 minutes East for a distance of 40 feet more or less, to a point; Thence North 73 degrees 00 minutes East for a distance of 320 feet more or less, to a point; Thence South 19 degrees 45 minutes East for a distance of 111 feet more or less to a point on the said seawall; Thence Southwesterly along the riverward face of said seawall 419 feet, more or less to the Point of Beginning excepting that portion being the U.S. Government seawall. Also excepting all sewer and utility easements.

The area contained in Tract A is 1.03 acres more or less.

Tract B

Commencing at the intersection of the East ROW line of Mound Street, extended south and the riverward face of the U.S. Government Seawall; Thence Northeasterly for a distance of 419 feet, more or less, along the riverward face of said seawall to the point of beginning; Thence North 19 degrees 45 minutes West for a distance of 111 feet, more or less; Thence South 78 degrees 45 minutes East for a distance of 230 feet more or less; Thence Southwesterly along the riverward face of said seawall for a distance of 197 feet more or less to the Point of Beginning, excepting that portion being the U.S. Government Seawall. Also excepting all sewer and utility easements.

The area contained in Tract B is 0.22 acres more or less.

MARINA MANAGEMENT AGREEMENT

THIS MARINA MANAGEMENT AGREEMENT (this "Agreement") is made and entered into this _____, by and between the CITY OF DAVENPORT, an Iowa municipal corporation, through its Riverfront Improvement Commission ("Owner"), and LINDSAY PARK YACHT CLUB, INC., an Iowa corporation not for pecuniary profit ("Manager").

WHEREAS, by ordinance of the City Council of Davenport, Iowa, the area of the river and land adjacent thereto, where the Lindsay Park Marina ("Marina") has been constructed, has been placed un the jurisdiction of the Davenport Riverfront Improvement Commission, to be by said Commission improved, controlled, and managed on behalf of the City of Davenport, Iowa, and,

WHEREAS, in furtherance of said purposes the Riverfront Improvement Commission desires to secure the services of the Manager to perform and carry out under the authority of the Riverfront Improvement Commission, the acts necessary to further improve the Marina location by providing access to said Marina, a public parking area, and public mooring in said Marina for boats.

1. TERM

Subject to the following terms and conditions, the Owner and Manager agree that Manager shall be employed by the Owner for the purpose of managing the operation of the Marina and the area and facilities which are attendant thereto. The term of this Agreement shall be for a period of twenty (20) years beginning on August 1, 2025, and ending on July 31, 2045.

2. MANAGEMENT FEE

In consideration for performing such services Owner agrees to pay Manager an annual fee of forty-five thousand dollars (\$45,000.00) for the year 2026, this fee shall increase at a rate of two percent (2%) annually for the years of 2027-2044, and a pro-rated two percent (2%) increase for January 1, 2045, to July 31, 2045.

- a) The management fee is to be paid from the Marina Management Account discussed in Section 3(b).

3. MANGER DUTIES AND AUTHORITY

During the Term of this Agreement, Manager shall perform the following management functions and services for the Marina. To assist this, Owner grants Manager the authority, to do the following:

- a) Property Management Standards: Manager shall exercise reasonable care and diligence in alignment with industry standards while managing the Marina and performing its obligations under this Agreement.
- b) Collect Rents and Deposits: Manager shall bill and collect all charges and rents due from renters and deposit them into an FDIC- or NCUA-insured account owned by the Owner, with authorized access given to Manager, titled the Marina Management Account. Manager shall deposit all receipts collected for Owner in a separate insured account(s) in a reputable financial institution separate from Manager's other accounts. Funds from this account shall be applied to operational expenses, with invoices for each such expense to be provided to Owner. Manager shall make reasonable efforts to send appropriate notices in the event a boat owner is more than 30-days delinquent and engage in efforts to remove such boats, collect delinquent charges or rents before attorney collection efforts.
- c) Slip Lease Administration: Manager shall be responsible for the administration of all slip leases affecting the Marina. Manager shall, in connection with such slip lease administration, monitor tenant compliance and enforce the Owner's rights under all such slip leases; upon default any tenant and after consultation with Owner, terminate tenancies and sign and serve in the name of Owner to evict tenants and to recover possession of the slip, and recover rents and other sums due; when expedient, settle, compromise, and release such disputes, actions, or suits or reinstate such tenancies; advise Owner of suggested slip lease rental rates and terms, but not increase rates more than five percent (5%) annually without authorization of Owner.
- d) Provide Management Reports: Manager shall present Owner an accounting of the operation, income, expenses, and maintenance regarding the operation of the Marina on a yearly basis at the February Riverfront Improvement Commission meeting for all transactions occurring during the prior year. Owner shall have access to Manager's books, records, and receipts concerning the Marina held at Manager's office during normal business hours.
- e) Pay Operating Expenses: Manager shall pay utility charges, water charges, insurance premiums, and other charges to operate and manage the Marina from the accounts described in Section 3(b). Manager shall establish accounts and enter contracts for electricity, gas, fuel. Water, steam, trash, janitorial, security, and other services Manager may deem advisable.

- f) Administer Repairs and Maintenance: Manager shall make, or cause to be made, and supervise repairs, maintenance, replacements, alterations, and decorating of the Marina, and purchase supplies and pay all bills, therefore. Manager shall obtain Owner's prior approval for all expenditures above fifteen thousand dollars (\$15,000.00) for any one item, except for emergency repairs. In the case of an emergency, Manager shall immediately notify Owner and attempt to mitigate any further damage and stabilize the situation before seeking additional expenditure approval. All expenses incurred in the repair or maintenance of the Marina is to come from the accounts referred to in Section 3(b). All rebates or refunds shall be applied to the accounts referred to in Section 3(b).
- g) Hire Independent Contractors: Manager shall hire, supervise, and discharge any additional labor contractors required for the operation and maintenance of the Marina as independent contractors. Owner may request Manager to discontinue using a particular independent contractor.
- h) Capital Improvements and Repairs: Manager shall be responsible for contracting and obtaining financing for all capital improvements and repairs necessary for the operation of the Marina. All improvements and repairs shall be considered property of the Owner.
- i) Act as Government Liaison: Manager shall prepare, execute, and file, or submit to Owner for execution and filing, as applicable, all necessary reports to governmental or other regulatory authorities such as sales tax returns, if necessary, and insurance reports, and advise Owner of any necessary licenses or permits required by any regulatory authority or competent jurisdiction.
- j) Additional Services: Manager may perform any other services beyond the scope of ordinary management services of the Agreement as requested by Owner. This includes, but is no limited to, supervising major capital repairs, additions, or restoration of damage.

4. OWNER'S DUTIES

The Owner shall exercise reasonable efforts to enable the Manager to operate and maintain the Marina in first class condition. When Owner plans significant infrastructure projects on adjacent or overlapping properties to the Marina, Owner agrees that it shall discuss any proposed changes with Manager and will consider Manager's concerns in

good faith. The Owner shall have sole discretion and final authority over any such changes.

5. MANAGER'S ON-SITE EMPLOYEES

Any on-site marina or general manager, maintenance technicians, dockhands, front-desk, or other employees will be the employee of Manager and not of Owner. Manager shall comply with all applicable laws and regulations regarding employees including obtaining and maintaining worker's compensation insurance, withholding and paying employment taxes, paying wages, establishing an unemployment compensation account with the of Iowa, filing required state and federal reports, and monitoring labor hours and other matters the parties may agree to. Manager is an equal-opportunity employer and will advertise as such. All employees shall be under Manager's sole direction and control to perform the services under this Agreement.

6. MANAGER'S AGENCY STATUS

Manager is an independent contractor and shall act as Owner's exclusive agent to manage, operate, maintain, and service the Marina in Manager's sole discretion, and as further stated in this Agreement.

7. INDEMNIFICATION

- a) Owner: Owner shall indemnify and hold Manager harmless for any claims, actions, proceedings, damages, liabilities, costs, expense, interest, and fees including, without limitation, reasonable attorneys' fees and costs, arising directly or indirectly, from any of the following:
 - i. The grossly negligent acts or omissions of Owner or its employees or agents;
 - ii. the breach of any representation or warranty of the Owner given in this Agreement;
 - iii. the breach or default in the performance by Owner of any of the obligations in this Agreement;
- b) Manager: Manager shall indemnify and hold Owner harmless for any claims, actions, proceedings, damages, liabilities, costs, expenses, interest, and fees including without limitation, reasonable attorneys' fees and costs, arising directly or indirectly, from any of the following:

- i. The negligent acts or omissions of Manager or its employees or agents and any subcontractors retained or hired by Manager;
- ii. the breach of any representation or warranty of the Manager given in this Agreement;
- iii. the breach or default in the performance by the Manager of any of the obligations in this Agreement;
- iv. any employment related claims or assertions by any employee of Manager performing services at the Marina of incorrect employment classification, direct liability, joint or co-employer responsibility, or claims of Owner's employment responsibility for Manager's employees. Such claims shall be the sole responsibility of Manager to defend, at its sole expense.

If any claim is covered by an insurance policy maintained for the benefit of Owner and Manager, Manager waives, for itself and for all its insurers, all claims and rights of subrogation, which it may have against Owner, its employees, and agents. This Manager indemnity does not apply to any acts or omissions of the Owner, its directors, officer, or employees involving negligence, willful misconduct, fraud, or bad faith.

- c) Mutual Cooperation: If any claims, demands, suits, or other legal proceedings are made by any person against Owner or Manager relating to this Agreement, each party shall give the other all pertinent information and reasonable cooperation in the defense or to the disposition thereof.

8. **INSURANCE**

The Manager will purchase and maintain the following types and amounts of insurance:

Commercial General Liability

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Commercial Automobile Liability (if autos are used)

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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Excess Liability Umbrella	\$1,000,000
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Statutory Worker's Compensation with waiver of subrogation in favor of the Owner.

The Owner shall be identified as a certificate holder and specifically named as an additional insured under General Liability. The insurance required under this section shall be Primary insurance and non-contributory and include contractual liability insurance coverage.

9. TERMINATION

- a) Termination: This agreement may be terminated by the Owner upon one (1) year's notice to the Manager; by the Owner without notice if a petition in bankruptcy is filed the Manager, and such petition is not dismissed within thirty (30) days of filing ; or by either party upon material breach of any term of this Agreement by the other party and failure to cure such breach within thirty (30) days after written notice of such breach has been given to the breaching party.
- b) Turnover to Owner Records and Funds Upon Termination: Upon termination, Manager shall, at its sole cost, deliver to Owner: copies of all books, records, contracts, leases, deposit receipts, unpaid bills, and deposit account records related to managing the Marina, a final accounting reflecting the income and expense balances as of the date termination, within 30 days after termination, and any balance of Owner funds or security deposits held by Manager.
- c) Debts Upon Termination: All debts and active contracts incurred during capital improvements or repairs shall be assumed by the Owner of the property upon termination of this Agreement.

10. OPERATION OF FUELING STATION

Manager, its employees or subcontractors shall be responsible for the operation of the Marina fueling station including routine maintenance, inspection, fueling of watercraft, other vehicles at the Marina and for overseeing the filling of any above ground or underground storage tanks related to the operation of the Marina fueling station. The manager shall be responsible for any cleanup costs associated with spills, leaks, or environmental contamination caused by the negligent acts of the Manager, its employees or subcontractors in the operation of the fueling system as noted above. In the event that the Manager, its employees or subcontractors become aware of an event which has resulted in the discharge or release of any fuel or other petroleum product into the water, they shall immediately notify Owner. The Manager shall carry liability insurance which would explicitly cover any such environmental cleanup or other costs associated with regressing any spill or contamination due to Manager's operation of the fueling station in the minimum amount of one million (\$1,000,000.00) dollars. Said insurance policy shall list the City of Davenport as an additional insured. The Manager shall indemnify and

hold harmless the Owner from any cleanup costs, damages, fines, or other damages resulting from negligence or willful acts of the Manager, its employees or subcontractors while operating the fueling station at the Marina.

11. MISCELLANEOUS PROVISIONS

- a) Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Landlord: City of Davenport
226 W 4th Street
Davenport, Iowa 52801
Attention: City Administrator

To Tenant: Lindsay Park Yacht Club, Inc.
PO Box 3484
Davenport, Iowa 52808-3484
Attention: Commodore

- b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. Any disputes arising under this Agreement shall be resolved through mediation, and if mediation is unsuccessful, then through binding arbitration, in accordance with the rules of the American Arbitration Association.
- c) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- d) Entire Agreement. This Agreement, together with the attachment attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.
- e) Amendments. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Owner and Manager.
- f) Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- g) Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof.
- h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- i) Authority. Each party represents and warrants that it has full power and authority to enter into this Agreement and that the person signing on its behalf has been duly authorized to do so.
- j) Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, neither Owner nor Manager shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Agreement, except in cases of gross negligence or willful misconduct.
- k) Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.
- l) Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

IN WITNESS WHEREOF, the parties have executed this Marina Management Agreement as of the date first written above.

LANDLORD:
CITY OF DAVENPORT

By: _____
Name: Mike Matson
Title: Mayor

TENANT:
LINDSAY PARK YACHT CLUB, INC.

By: _____
Name: Kris Clements
Title: Commodore

City of Davenport

Department: Parks and Recreation
Contact Info: Chad Dyson | 563-328-7275

Action / Date
7/16/2025

Subject:

Resolution approving a lease agreement for the former chapel (theatre) building and related parking on the Annie Wittenmyer campus. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The historic Annie Wittenmyer campus was acquired by the City from the State in the 1970s. Over the years, with nearly 30 buildings on the campus, the City leased several of the buildings to local nonprofits and other community uses. The City's Parks and Recreation Department began using the former Chapel structure as the performance theater for City's Junior Theatre program.

In recent years, it became evident that there might be a higher and better use of this entire historic campus and that owning and managing it did not fit within the City's core mission. After exploring ideas and options, the City entered into a conditional conveyance agreement with a regional development team with interest and experience in converting historic structures into housing. Per that agreement, transfer of the property is anticipated to occur in June 2025. In anticipation of this, the agreement also provided the opportunity for the City to lease back the chapel (theater) building and adjacent parking for five years to allow the City's Junior Theatre program to continue using it for classes, rehearsals, and performances. In continuing coordination with the developer, they are open to further extensions and even an eventual potential sale, once the 30-year tax credit period has expired.

It is anticipated that the transfer of the property will occur sometime in July; if approved, this lease would take effect as of the date of the property transfer. As the term of the lease is longer than three years, State code requires City Council approval. Adoption of this Resolution will authorize staff to take the necessary actions and execute the required documents.

Attachments:

1. Resolution
2. Lease Agreement

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving a lease agreement for the former chapel (theater) building and related parking on the Annie Wittenmyer campus.

WHEREAS, the City of Davenport currently owns the Annie Wittenmyer property and uses part of it for the operation of the City of Davenport's Junior Theatre program; and

WHEREAS, per an approved conditional conveyance agreement, it is expected that Annie Wittenmyer Family, LLC will become the owner of the historic Annie Wittenmyer campus in the 2800 block of Eastern Avenue (part of parcel C0025-01A) to convert many buildings into affordable housing as part of Federal and State Housing and Historic Rehabilitation Tax Credits; and

WHEREAS, the City desires to lease back the former chapel (theatre) building for continued use with the City of Davenport's Junior Theatre program; and

WHEREAS, the new owner does not plan to convert this structure into housing, similarly desires this use continuing on the campus, and has reviewed the lease; and

WHEREAS, State law requires Council approval of leases with terms in excess of three years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a lease agreement for the former chapel (theatre) building on the Annie Wittenmyer campus is hereby approved.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into this _____, 2025, by and between AW HOLDINGS, LLC, an Iowa limited liability company, ("Landlord"), and the CITY OF DAVENPORT, an Iowa municipal corporation, by and through its PARKS AND RECREATION DEPARTMENT, collectively ("Tenant").

ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises commonly known as Lot 6 of Wittenmyer Subdivision, Davenport, Iowa including the Davenport Junior Theater building and the parking lot located thereon (the "Premises"). (See Attachment)

ARTICLE 2. TERM; DELIVERY OF PREMISES; CONDITION OF PREMISES

2.1. Term. The term of this Lease (the "Term") shall commence on the date in which Landlord acquires the Premises (the "Commencement Date") and shall expire on May 31, 2030, unless sooner terminated.

2.1.1. Option to Purchase. Landlord hereby grants to Tenant the option to purchase the Premises at the expiration of the Term. The option to purchase is personally to the named Tenant and is not assignable. Tenant shall exercise the option to purchase by proving Notice to Landlord no later than six (6) months prior to the expiration of the Term. The purchase price for the Premises shall be for the market rate value of one dollar (\$1.00).

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date.

2.3. Condition of Premises. Tenant has inspected the Premises and agrees to accept the same "AS-IS" in their present condition. Landlord makes no representation or warranty concerning the condition of the Premises, except as expressly set forth in this Lease.

ARTICLE 3. RENT

3.1. Rent. Tenant shall pay to Landlord as rent for the Premises ("Rent") one dollar (\$1.00) per year.

3.2. Payment of Rent. Rent shall be payable on the Commencement Date and on June 1 of each successive year until the Term has ended.

3.3. Property Taxes. Tenant shall pay all real estate taxes payable during the term of this Lease in connection with the Premises as such taxes become due. Tenant shall provide evidence of payment of all real estate taxes for the Premises to Landlord no later than ten (10) days prior to the date such real estate taxes are due and payable.

ARTICLE 4. UTILITIES

4.1. Tenant's Duties. The Tenant shall provide and be responsible for payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Premises. The Tenant shall pay all charges for telephone and internet service, trash, garbage, and rubbish removal used by the Tenant. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the Annie Wittenmyer campus without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage.

4.1.1. Boiler Replacement and Utility Modification. Tenant shall have the right, at Tenant's sole expense, to replace the existing boiler on the Premises and to make necessary modifications to the utilities serving the Premises, including but not limited to water, natural gas, electricity, and sewer. Tenant shall provide Landlord with notice of the intended replacement or modifications at least thirty (30) days prior to commencement of such work. Landlord shall grant Tenant access to the utilities tunnel under Cottage 16 in order to complete this work. Within one hundred and eighty (180) days from the commencement of this Lease, Tenant shall, at its own expense, construct a new water service serving the Premises connecting to the public water main in Eastern Avenue and disconnect the existing water service serving the Premises. The location of the new water service shall be reasonably acceptable to Landlord. Before work is to begin, Tenant shall give Landlord 30-days' Notice. All work shall comply with applicable laws, ordinances, regulations, codes, and requirements of any federal, state, county or City of Davenport authority, including all applicable building codes and permits required under the law.

4.2 Landlord's Duties. It is understood that Landlord does not warrant the condition of any of the utility services or that any of the utility services referred to above will be free from interruption. Tenant acknowledges that any one or more such services may be suspended by reason of accident or of repairs, alterations, or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law. Any such failure of the utility service, interruption or discontinuance of services shall never be deemed an eviction or disturbance of Tenant's use and occupancy of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

4.2.1. Notice of Utility Interruption. Landlord acknowledges that the intended use of the Junior Theater is to host stage performances, dance recitals, spotlight performances, and other events of a similar nature. Landlord shall not schedule an interruption of utilities without giving sixty (60) days prior notice to Tenant of the scheduled interruption. Tenant and Landlord shall work together to schedule these performances and known utility interruptions as to not interfere with one another. Good faith efforts will be made to accommodate all parties.

ARTICLE 5. USE OF PREMISES

5.1. Permitted Use. Tenant shall use and occupy the Premises for the purposes and for activities directly related to Tenant's offerings to the public, including but not limited to storage of materials related to the functions of the Davenport Junior Theater and the Davenport Junior Theater Summer

Camp. Tenant shall not use the Premises for any other purpose without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Tenant's use of the Premises shall comply with all applicable laws, ordinances, rules, and regulations of the City of Davenport and the state of Iowa.

5.2. Compliance with Laws. Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall be responsible for ensuring that the Premises comply with all applicable laws, including the Americans with Disabilities Act (ADA), except to the extent that any non-compliance is caused by Tenant's specific use of the Premises or any Alterations made by Tenant.

ARTICLE 6. MAINTENANCE AND REPAIRS

6.1. Tenant's Obligations. Tenant shall, at its sole cost and expense, keep and maintain the Premises, including any Alterations (as defined in Article 7), in good condition and repair, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance, repairs, and replacements within the Premises, including, but not limited to, interior walls, floors, ceilings, windows, doors, lighting fixtures, and all structural elements of the Premises (including the roof, foundation, and load-bearing walls), and repairs to the HVAC, electrical, plumbing and mechanical systems. Tenant shall be responsible for all maintenance, repairs and replacements of the parking lot located on the Premises and all snowplowing of the parking lot and sidewalks on the Premises. Tenant shall be responsible for all lawncare and landscaping on the Premises. Tenant covenants and agrees that it will not use or occupy said Premises or any part thereof for the Lease term in such hazardous manner that any building or improvement thereon of which said Premises are a part will not be insurable by responsible insurance companies against loss or damage by fire, extended coverage and broad form perils for the fair insurable value thereof. Tenant further agrees that it will not generate nor store hazardous waste material on the Premises. Tenant shall surrender the Premises by the expiration date of the Lease term, or upon the early termination hereof, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear and repairs or replacements which are the obligation of Landlord hereunder excepted.

ARTICLE 7. ALTERATIONS

7.1. Alterations by Tenant. Tenant shall not make any alterations, additions, or improvements to the Premises (collectively, "Alterations") without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and shall be completed free of liens. Tenant shall provide Landlord with detailed plans and specifications for any proposed Alterations and shall obtain all necessary permits and approvals before commencing any work.

7.1.1. Theater Fixtures and Equipment. Notwithstanding anything contained elsewhere in this Lease to the contrary, all theater-specific fixtures, equipment, and improvements installed by Tenant in the Premises, prior to and during the term of this Lease, including but not limited to seating, screens, projection equipment, sound systems curtains, stage equipment, control booths, rigging, acoustic treatments, concession equipment, specialized

flooring, and any other items specifically needed for theater operations (collectively, "Theater Fixtures") shall remain the property of Tenant throughout the Term of the Lease. Tenant shall, at its sole cost and expense, maintain all Theater Fixtures in good working order and repair throughout the Term of this Lease. Upon expiration or earlier termination of the Lease, Tenant shall have the right to remove any or all Theater Fixtures from the Premises. Tenant shall repair any damage to the Premises occasioned by the installation, maintenance or removal of any such Theater Fixtures, alterations, additions, improvements, furniture, other fixtures, equipment, machinery and other personal property.

7.2. Ownership of Alterations. All Alterations made by or on behalf of Tenant shall become the property of Landlord upon the expiration or earlier termination of this Lease, unless Landlord requires Tenant to remove any such Alterations, in which case Tenant shall remove the same at Landlord's sole cost and expense and restore the Premises to their prior condition. Landlord shall notify Tenant at the end of the Term whether such Alterations will be required to be removed at the end of the Term.

7.3. Liens. Landlord's title to the Premises is and always shall be paramount to the title of Tenant. Tenant has no authority, express or implied, to create or place any lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord or Tenant in the Premises, or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Should Tenant cause any mortgage, lien or other encumbrance (hereinafter singularly or collectively referred to as an "Encumbrance") to be filed, against the Premises, Tenant shall dismiss or bond against the same within fifteen (15) days after the filing thereof.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1. Fire Insurance. The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant.

8.2. Tenant's Insurance.

- (a) Throughout the Lease term, Tenant shall, at Tenant's sole cost and expense, secure and keep in effect insurance policies in the amounts and covering the following risks:
 - (i) Insurance covering the Premises against loss or damage by fire, lightning, extended coverage, vandalism and malicious mischief and such other risks as are from time to time included in a standard form of all risk (special form) or a fire and extended coverage and additional perils policy of insurance available in the State of Iowa, which coverage shall be for the full replacement value of the Premises and all improvements thereon. Such policy and endorsements shall contain deductibles not more than \$100,000 per occurrence.
 - (ii) Insurance against all risk of physical loss or damage to all Alterations and theft, sprinkler leakage and boiler and machinery coverage on all of Tenant's trade fixtures, machinery, equipment, furniture, inventory and other property on the Premises (collectively, "Equipment") as provided under "Special Causes of Loss" form coverage in amounts not less than

the actual replacement cost of the Alterations and Equipment. Such policy shall contain Replacement Cost and Agreed Amount Endorsements (at full replacement cost). Such policy and endorsements shall contain deductibles not more than \$100,000 per occurrence. Any deductibles selected by Tenant shall be the sole responsibility of Tenant. Subject to the rights of Tenant's lender, Tenant shall use the proceeds from such insurance for the replacement of its Equipment and for the restoration of the Alterations to the Premises. Landlord shall be named as loss payee with respect to Alterations to the Premises. The limits of insurance required by this Lease, or as carried by Tenant, shall not limit the liability of Tenant or relieve Tenant of any obligation thereunder.

- (iii) Commercial general liability insurance (including bodily injury liability, property damage liability and contractual liability) with respect to the Premises and all businesses and activities of Tenant or its employees or agents anywhere, with coverage in amounts appropriate to satisfy any and all reasonable claims, but in no event less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, Combined Single Limit, for injuries to non-employees and property damage, with no self-insured retention, or such higher limit as Landlord may from time to time designate. Such policy shall only be written on "occurrence forms." If "occurrence forms" are no longer available, such insurance form shall be subject to Landlord's prior approval, not to be unreasonably withheld.
 - (iv) Tenant shall maintain self-insurance coverage on any and all claims, as described above, that are under the \$100,000.00 deductible limit.
 - (v) Tenant shall carry Worker's Compensation Insurance as may be required to cover liability to employees as imposed by the statutes of the State of Iowa, County of Scott or by reason of any federal regulation.
- (b) Tenant agrees that if any of the buildings and improvements at any time forming a part of the Premises or the personal property of Tenant located in or about the Premises shall be damaged or destroyed by an insured peril, and whether or not such damage or destruction was caused by the negligence of or any act or omission of Landlord or its agents or employees, Landlord shall not be liable to Tenant on account of such damage or destruction, or the cause thereof. Tenant shall with due diligence require all policies of risk insurance carried by Tenant during the Term to be endorsed with a provision by which the insurer designated therein shall waive its right of subrogation against Landlord.
- (c) Tenant agrees to, and does hereby waive all rights of recovery, subrogation and causes of action against Landlord, its agents and employees, and all persons claiming through or under Landlord, relating to the loss of business or business interruption resulting from any damage or destruction to the Premises, or building located thereon, or any of Tenant's property contained therein, notwithstanding that any such damage or destruction may be due to the negligence or any act or omission of Landlord, or its agents or employees.

- (d) All of the insurance required to be maintained by Tenant pursuant to this Lease shall be obtained from insurance companies that: (i) are licensed to do business in the State of Iowa; (ii) have, at all times, a general policyholder's rating of not less than A and a financial rating of not less than class X as rated in the then most current "Best's Insurance Reports" and (iii) are otherwise acceptable to Landlord, in Landlord's reasonable discretion. Such insurance shall be written on policy forms satisfactory and acceptable to Landlord, in its reasonable discretion. Each policy shall designate Landlord, and any other entity Landlord shall reasonably require to be designated, as additional named insureds, as their interests may appear. All such insurance policies maintained by Tenant pursuant to this Lease shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. Although named as an additional insured, Landlord shall not be barred by reason of any willful act or the negligence of Tenant, its agents, or employees, to recover under said policies procured by Tenant for any loss suffered by Landlord. Prior to any entry upon the Premises and annually thereafter, without notice (and not less than fifteen (15) days prior to the expiration of any applicable policies), Tenant shall provide Landlord with a copy of all such policies, or, if acceptable to Landlord at such time, a certificate of all insurance policies required to be maintained by Tenant pursuant to this Lease. Each such policy or certificate shall provide that the insurance issued thereunder shall not be altered or canceled until after thirty (30) days' written notice to Landlord. If Tenant fails to obtain and maintain any of the insurance required under this Lease, Landlord shall have the right, but not the obligation, to obtain said policies and to pay any premium due thereon. The amount of any such premiums paid by Landlord shall be reimbursed by Tenant to Landlord upon demand.

8.3 Cancellation of Insurance. The Tenant shall ensure that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Landlord. The Tenant will accept responsibility for damages and the Landlord's defense in the event no insurance is in place and the Landlord has not been notified.

8.4. Indemnification. LANDLORD, THE HOLDER OF ANY MORTGAGE, THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, AFFILIATES AND SUBSIDIARIES, AND ALL OF THEIR RESPECTIVE OFFICERS, TRUSTEES, DIRECTORS, SHAREHOLDERS, EMPLOYEES, PARTNERS, REPRESENTATIVES, INSURERS, INVITEES AND AGENTS (EACH AN "INDEMNIFIED PARTY") SHALL NOT BE LIABLE TO TENANT AND TENANT HEREBY WAIVES ALL CLAIMS AGAINST EACH INDEMNIFIED PARTY FOR ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF PROPERTY IN OR ABOUT THE PREMISES BY OR FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, GAS, FIRE, OIL, ELECTRICITY OR LEAKAGE OF ANY CHARACTER FROM THE ROOF, WALLS, BASEMENT OR OTHER PORTION OF THE PREMISES, BUT TENANT SHALL NOT BE BARRED FROM ATTEMPTING RECOVERY AGAINST SUCH INDEMNIFIED PARTY IN

ANY CASE WHERE AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WAS A CONTRIBUTOR TO ANY CLAIM. EXCEPT AS TO INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD EACH INDEMNIFIED PARTY HARMLESS FOR, FROM AND AGAINST ALL LIABILITIES, CLAIMS, FINES, PENALTIES, COSTS, DAMAGES OR INJURIES TO PERSONS, DAMAGES TO PROPERTY, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES (INCLUDING COURT COSTS, ATTORNEYS' FEES, EXPERT WITNESS FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM (IN WHOLE OR PART) (1) TENANT'S CONSTRUCTION OF OR USE, OCCUPANCY OR ENJOYMENT OF THE PREMISES, (2) ANY ACTIVITY OR WORK PERMITTED OR SUFFERED BY TENANT AND ITS AGENTS AND EMPLOYEES IN OR ABOUT THE PREMISES, (3) ANY BREACH OR DEFAULT IN ANY COVENANT, AGREEMENT, REPRESENTATION OR WARRANTY BY TENANT UNDER THIS LEASE OR ANY BREACH OR DEFAULT IN THE PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE, (4) ANY ACT, OMISSION, NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ANY OF ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, INVITEES OR LICENSEES, (5) ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF PROPERTY OCCURRING IN, ON OR ABOUT THE PREMISES, OR ANY PART THEREOF, (6) THE PRESENCE OF MOLD IN THE PREMISES WHICH WAS CAUSED BY, CONTRIBUTED TO OR PERMITTED TO EXIST BY TENANT, (7) ANY DAMAGE TO TENANT'S PROPERTY, OR THE PROPERTY OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, BUSINESS INVITEES OR LICENSEES, LOCATED IN OR ABOUT THE PREMISES, OR (8) ANY AND ALL LIENS PLACED OR PERMITTED TO BE PLACED AGAINST THE PREMISES BY TENANT OR ANY PERSON CLAIMING BY, THROUGH, FROM OR UNDER TENANT. THE PROVISIONS OF THIS SECTION 8.4 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

ARTICLE 9. DAMAGE OR DESTRUCTION; CONDEMNATION

9.1. Condemnation. If any material part of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof to the extent that Tenant can no longer use the Premises for the purposes for which it is presently intended, then when possession shall be taken thereunder of the Premises or any part thereof the Lease term and all rights of Tenant hereunder shall immediately cease and terminate. If there is any such taking, and the parties hereto shall determine that Tenant can continue using the Premises for the purposes for which it is presently intended, then this Lease shall continue upon written notice from Landlord to Tenant. Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of his or its claims.

9.2. Casualty. In the event of destruction of the Premises during the said term, which requires repairs to either said Premises, or is declared to be unfit for occupancy by any authorized public authority for any reason other than the Tenant's act, use, or occupation, which declaration requires

repairs provided the Tenant gives to the Landlord written notice of the necessity therefore. If those repairs are not, or cannot be, completed within Thirty (30) Days of said notice, then the Tenant may, at its option, cancel this Lease. However, if the Tenant does not desire to cancel the Lease, rent shall be abated during the period which those repairs are made, and the Tenant is compelled to discontinue business in the Premises. Further, in the event of flooding, rent shall be abated during that period when the Premises are declared unfit for occupancy by any authorized public authority. Notwithstanding anything herein to the contrary, Landlord shall have no obligation to repair or restore the Premises in the event of a casualty except to the extent of the insurance proceeds received by Landlord. Landlord shall have no obligation to begin any restoration until (i) its receipt of the insurance proceeds including any such self-insured amount from Tenant; and (ii) Landlord's lenders must permit the insurance proceeds to be used for such repair and restoration. Landlord shall have no obligation to repair and restore Tenant's Alterations, trade fixtures, decorations, signs, contents.

9.2.1. Tenant's Right to Restore. Tenant shall have the right, but not the obligation, to repair, restore, or rebuild the Premises at Tenant's sole cost and expense.

ARTICLE 10. ASSIGNMENT AND SUBLETTING

10.1. Restriction on Transfer. Tenant shall not assign, mortgage, pledge, encumber, or in any manner transfer this Lease or any interest herein, or sublet the Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any request for Landlord's consent shall be accompanied by detailed information about the proposed assignee or subtenant, including financial statements, business history, and intended use of the Premises.

10.2. Permitted Transfers. Notwithstanding Section 10.1, Tenant may, without Landlord's prior written consent, assign this Lease or sublet all or a portion of the Premises to an entity controlling, controlled by, or under common control with Tenant.

ARTICLE 11. DEFAULT AND REMEDIES

11.1. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant:

- (a) Failure to pay Rent or any other amount due hereunder within five (5) days after the same is due and payable;
- (b) Failure to perform any other term, condition, or covenant of this Lease, which failure continues for more than thirty (30) days after written notice from Landlord; provided, however, that if the nature of such default is such that it cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;
- (c) The making by Tenant of an assignment for the benefit of creditors; or
- (d) The abandonment or vacation of the Premises by Tenant.

11.2. Landlord's Remedies. Upon the occurrence of any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or equity:

- (a) Terminate this Lease and Tenant's right to possession of the Premises, in which case Tenant

shall immediately surrender the Premises to Landlord; or

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state of Iowa.

11.3. Mitigation of Damages. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of a default by Tenant.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1. Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered (i) in person, (ii) by certified mail, return receipt requested, or (iii) by a recognized overnight delivery service, and shall be addressed as follows:

To Tenant: City of Davenport
226 W 4th Street
Davenport, Iowa 52801
Attention: Parks and Recreation Director

To Landlord: AW Holdings, LLC
7152 Eldorado Pointe
West Des Moines, Iowa 50266
Attention: James N. Bergman

12.2. Future Owners Subject to Lease. Any sale, conveyance, assignment, or other transfer of the Premises or the Building by Landlord to a future owner shall be subject to this Lease. All future owners of the Premises or the Building shall be bound by all terms, covenants, and conditions of this Lease for the balance of the Lease Term, including any extensions or renewals thereof properly exercised in accordance with this Lease.

12.3. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Iowa.

12.4. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

12.5. Entire Agreement. This Lease, together with the exhibits and schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, whether written or oral, between the parties.

12.6. Amendments. This Lease may not be amended, modified, or supplemented except by a written instrument signed by both Landlord and Tenant.

12.7. Severability. If any provision of this Lease is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.8. Waiver. No waiver of any provision of this Lease shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No waiver of any breach of this Lease shall constitute a waiver of any subsequent breach of the same or any other provision

hereof.

12.9. Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10. Authority. Each party represents and warrants that it has full power and authority to enter into this Lease and that the person signing on its behalf has been duly authorized to do so.

12.11. Limitation of Liability. Notwithstanding anything to the contrary contained in this Lease, neither Landlord nor Tenant shall be liable to the other for any consequential, incidental, indirect, special, or punitive damages arising out of or in connection with this Lease, except in cases of gross negligence or willful misconduct.

12.12. Dispute Resolution. In the event of any dispute arising out of or relating to this Lease, the parties agree to first attempt to resolve the dispute through good-faith negotiations. If the parties are unable to resolve the dispute through negotiations within 30 days, they shall submit the dispute to mediation in accordance with the rules of the American Arbitration Association. If mediation is unsuccessful, the parties shall proceed to binding arbitration, also in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in Davenport, Iowa, by a single arbitrator mutually agreed upon by the parties or, if they cannot agree, selected in accordance with the American Arbitration Association rules. The arbitrator's decision shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The costs of mediation and arbitration shall be shared equally by the parties.

12.13. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from events beyond the control of such party, including but not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters (each a "Force Majeure Event"). If a Force Majeure Event occurs, the party whose performance is affected shall give prompt written notice to the other party and shall use diligent efforts to minimize the impact of such event.

12.14. Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing all of the terms, covenants, and conditions of this Lease, shall peaceably and quietly enjoy the Premises during the Term, subject to the terms and conditions of this Lease.

12.15. Waiver of Jury Trial. LANDLORD AND TENANT EACH HEREBY WAIVES ITS RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT, OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING, OR HEARING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, OR TENANT'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE, OR ORDINANCE.

(the signature of the parties appears on the following page)

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

TENANT:
CITY OF DAVENPORT

By: _____

Name: Mike Matson

Title: Mayor

LANDLORD:
AW HOLDING, LLC

By: _____

Name: James N. Bergman

Title: Sole Member of Manager

City of Davenport

Department: Finance
Contact Info: Basia Gerlach | 563-326-7727

Action / Date
7/16/2025

Subject:

Resolution approving the qualified financial institutions in which to do investment business and establishing the maximum deposit amount for each in accordance with the City of Davenport Investment Policy. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The City's Investment Policy focuses on identifying qualified financial institutions with which to do the investment business. The Investment Policy requires City Council to approve the list of depositories and brokers, which may be amended individually at the request of a financial institution. Fortress Bank has recently requested to be added as a depository.

Green State Credit Union has provided all required information, meets the criteria outlined in the investment policy, and is an Eligible Financial Institution by the State of Iowa's Treasurer's Office, which designates it a pledging bank for the deposit of public funds.

The following financial institutions have successfully met or exceeded the criteria set forth in the City of Davenport Investment Policy.

Depository Name	Institution Type	Maximum Deposit Amount	CRA Rating
Quad City Bank and Trust	Bank	\$150,000,000.00	Satisfactory
American Bank and Trust	Bank	\$30,000,000.00	Satisfactory
CBI Bank and Trust	Bank	\$30,000,000.00	Satisfactory
Fortress Bank	Bank	\$30,000,000.00	Satisfactory
US Bank	Bank	\$30,000,000.00	Satisfactory
DuTrac Community Credit Union	Credit Union	\$30,000,000.00	N/A
Green State Credit Union	Credit Union	\$30,000,000.00	N/A
Piper Sandler	Brokers-dealer Services	N/A	N/A
Wells Fargo Securities N.A.	Brokers-dealer Services	N/A	N/A
PMA Securities/IPAIT	Brokers-dealer Services	N/A	N/A

The maximum allowable deposit amount has been established at \$30,000,000 for all depositories. Broker-dealers, such as the Iowa Public Agency Investment Trust (IPAIT), Piper Sandler, and Wells Fargo Securities N.A., sell U.S. securities that can comprise 100% of the portfolio, without the need for collateral when invested. Quad City Bank and Trust acts as the City's custodian for all securities purchased from broker-dealers. Furthermore, all other institutions will continue to adhere to the previously approved maximum deposit limits.

The Community Reinvestment Act (CRA) rating and financial condition for all previously approved

banks has been evaluated and continues to comply with the City's requirements.

Adoption of this Resolution will also direct staff to update Section 13-Qualified Institutions, paragraph 4, of the Investment Policy to reflect these approved maximum deposit amounts, ensuring consistency across both documents.

Attachments:

1. Resolution
2. Qualified Financial Institutions

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the qualified financial institutions in which to do investment business and establishing the maximum deposit amount for each in accordance with the City of Davenport Investment Policy.

WHEREAS, the City of Davenport has adopted an Investment Policy describing the qualifications of safety, liquidity, yield, and community reinvestment activities as the primary objectives for investment of public funds; and

WHEREAS, the following financial institutions have demonstrated that they meet or exceed all required qualifications:

Depository Name	Institution Type	Maximum Deposit Amount	CRA Rating
Quad City Bank and Trust	Bank	\$150,000,000.00	Satisfactory
American Bank and Trust	Bank	\$30,000,000.00	Satisfactory
CBI Bank and Trust	Bank	\$30,000,000.00	Satisfactory
Fortress Bank	Bank	\$30,000,000.00	Satisfactory
US Bank	Bank	\$30,000,000.00	Satisfactory
DuTrac Community Credit Union	Credit Union	\$30,000,000.00	N/A
Green State Credit Union	Credit Union	\$30,000,000.00	N/A
Piper Sandler	Brokers-dealer Services	N/A	N/A
Wells Fargo Securities N.A.	Brokers-dealer Services	N/A	N/A
PMA Securities/IPAIT	Brokers-dealer Services	N/A	N/A

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the qualified financial institutions in which to do investment business and the established maximum deposit amount for each in accordance with the City of Davenport Investment Policy is hereby approved.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Depository Name	Institution Type	Maximum Deposit Amount	CRA Rating
Quad City Bank and Trust	Bank	\$150,000,000.00	Satisfactory
American Bank and Trust	Bank	\$30,000,000.00	Satisfactory
CBI Bank and Trust	Bank	\$30,000,000.00	Satisfactory
Fortress Bank	Bank	\$30,000,000.00	Satisfactory
US Bank	Bank	\$30,000,000.00	Satisfactory
DuTrac Community Credit Union	Credit Union	\$30,000,000.00	N/A
Green State Credit Union	Credit Union	\$30,000,000.00	N/A
Piper Sandler	Brokers-dealer Services	N/A	N/A
Wells Fargo Securities N.A.	Brokers-dealer Services	N/A	N/A
PMA Securities/IPAIT	Brokers-dealer Services	N/A	N/A

City of Davenport

Department: Information Technology
Contact Info: Brett Burda |

Action / Date
7/16/2025

Subject:

Resolution approving the purchase of replacement laptops for the Fire Department from MacQueen of Baxter, Iowa in the amount of \$115,349.06 using NASPO ValuePoint Master Agreement #29720. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase utilizes NASPO ValuePoint Master Agreement #29720. NASPO ValuePoint is the cooperative purchasing division of the National Association of State Procurement Officials (NASPO), facilitating cooperative public procurement solicitations using a lead-state model. Panasonic Connect North America was awarded NASPO contact #29720 for Computer Equipment, Peripherals & Related Services via the sealed proposal. MacQueen is an authorized Panasonic Reseller allowed to fulfill orders via this contract.

This purchase will replace all the computers in the Fire rigs, mobile units, and most Chief's office workstations. This order is for the laptops and required docks for each rig and office space. The equipment currently in use does not support Windows 11 and must be replaced by October of this year.

Funding for this purchase is from CIP #67002 | IT CAPITAL IMPROVEMENT PROGRAM.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION approving the purchase of replacement laptops for the Fire Department from MacQueen of Baxter, Iowa in the amount of \$115,349.06 using NASPO ValuePoint Master Agreement #29720.

WHEREAS, the City needs to replace the current laptops which have reached end of life, and;

WHEREAS, MacQueen is an authorized Panasonic Reseller allowed to fulfill orders via NASPO ValuePoint Master Agreement #29720, awarded to Panasonic Connect North America via a competitive procurement process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of replacement laptops for the Fire Department from MacQueen of Baxter, Iowa in the amount of \$115,349.06 using NASPO ValuePoint Master Agreement #29720 is hereby approved.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: City Council

Contact Info: Alderman Kelly and Alderwoman Burkholder |
563-888-2066 |

Action / Date

7/16/2025

Subject:

Resolution affirming the legal independence of the Davenport Civil Rights Commission and directing the City Administrator to support the implementation of Commission decisions in accordance with applicable City ordinances and state and federal law. [All Wards]

Recommendation:

Consider the Resolution.

Background:

This item was requested to be placed on the agenda by Alderman Kelly and Alderwoman Burkholder.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman Kelly and Alderwoman Burkholder.

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

RESOLUTION affirming the legal independence of the Davenport Civil Rights Commission and directing the City Administrator to support the implementation of Commission decisions in accordance with applicable City ordinances, state and federal law.

WHEREAS, the City of Davenport maintains a local Civil Rights Commission pursuant to Iowa Code § 216 and Davenport Municipal Code Chapter 2.58; and

WHEREAS, the City is further required to do so under Iowa Code § 216.19(2), which mandates that any city with a population of 29,000 or more establish and maintain an independent local civil rights agency or commission; and

WHEREAS, Iowa Code § 216.19(2) provides that when staff is assigned to such a commission, "the commission shall have control over such staff," including authority over hiring, supervision, discipline, compensation, and salary decisions; and

WHEREAS, the ordinance also makes clear that while Commission staff may follow certain City administrative procedures and receive the same benefits as other City employees, they remain fully under the Commission's authority; and

WHEREAS, the City Council of Davenport acknowledges the Commission's lawful authority over its internal operations, including but not limited to allocation of budgeted funds, personnel actions, compensation matters, and procedural policies; and

WHEREAS, the City Council affirms its duty to ensure that City operations align with applicable state and local laws and to support the lawful and independent functioning of City-established commissions.

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

1. the City Council reaffirms that the Davenport Civil Rights Commission is an independent body under Iowa Code § 216.19(2) and Davenport Municipal Code Chapter 2.58, and that it has full legal authority to control its internal operations, including staff hiring, supervision, discipline, compensation, budget implementation, and procedural matters;
2. the City Administrator shall provide ministerial support to ensure the timely and complete implementation of Commission decisions, as required by law. This support shall be executive in nature only, not supervisory or discretionary, and shall not include judgment over the legality or appropriateness of Commission decisions;
3. the City Administrator shall, upon passage of this resolution, assess and correct any practices or directives that conflict with this resolution, the Davenport Municipal Code, or Iowa Code § 216.19(2) and ensure that all staff under his supervision are informed of the Commission's legal independence and their obligation to respect that independence;

4. the City Administrator shall not direct, manage, interfere with, review, delay, obstruct, or override any decision made by the Commission that falls within its statutory and ordinance-defined authority. The City Administrator shall not impose compliance with internal City policies or procedures that conflict with the Commission's decision-making authority or are not applicable to the Commission under law;
5. within 30 days of adoption of this resolution, the City Administrator shall submit a written report to the City Council detailing:
 - a. actions taken to bring administrative practices or directives into compliance with this resolution and applicable law;
 - b. steps to ensure non-recurrence of such interference; and
6. the City Council reaffirms its commitment to the lawful, independent, and effective operation of the Civil Rights Commission, and to providing the Commission with the resources and authority necessary to fulfill its mission under state and local law.

Passed and approved this 23rd day of July, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Finance

Contact Info: Basia Gerlach | 563-326-7727

Action / Date

7/16/2025

Subject:

Motion approving a payment of \$59,722 to the Bi-State State Regional Commission for FY 2026 membership dues. [All Wards]

Recommendation:

Pass the Motion.

Background:

The City of Davenport has been a long-standing member of the Bi-State Regional Commission, benefiting from a range of services that support municipal operations and regional collaboration. These services include planning assistance in areas such as economic development and transportation programming, as well as participation in joint purchasing programs for commonly used goods, including paper products and janitorial supplies.

This will be paid for from the General Fund.

Attachments:

None

City of Davenport

Department: City Council

Contact Info: Alderman Jobgen | 563-888-3066 |

Action / Date

7/16/2025

Subject:

Motion for suspension of the rules to vote on the listed item.

Recommendation:

Background:

Attachments:

None

City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7795

Action / Date
7/16/2025

Subject:
Motion approving a beer and liquor license application.

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

Ward 6

Rudy's Tacos (Prime Partners, LLC) – 3944 Elmore Avenue – New License/Owners with Outdoor Area – License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

Background:
This application has been reviewed by the Police, Fire, and Zoning Departments.

Attachments:
None