

CITY COUNCIL MEETING

CITY OF DAVENPORT, IOWA

Wednesday, September 10, 2025; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council meeting minutes for August 27, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for September 3, 2025.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

1. Stillbirth Prevention and Awareness Day | September 19, 2025

IX. Presentations

1. Police Officer Swearing-In Ceremony
-Aaron Morgan

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

1. First Consideration: Ordinance for Case ORD25-01 being the request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]
2. Resolution approving a five-year lease agreement with BZE Holdings, Inc, dba Boozie's Bar & Grill, at the Freight House and authorizing staff to proceed with soliciting bids as necessary for repairs and improvements to the property. [Ward 3]
3. Resolution ratifying the emergency purchase of demolition services for 314 Gaines

Street from Valley Construction of Rock Island, Illinois in the amount of \$231,300.
[Ward 3]

4. 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. Approval of All Items on the Consent Agenda

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

1. Third Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3]
2. Second Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]
3. Resolution authorizing the conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner. [Ward 5]
4. Resolution approving Case F25-05 being the request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp for a final plat of Rockingham Ridge, a 2-lot subdivision on 35.24 acres located near the northeast corner of Rockingham Road and South Utah Avenue (Parcel 31833-05A). [Ward 1]
5. Resolution approving Case F25-10 being the request of River Cities Development LLC for a final plat of Northwest Bank Retail Addition, a 2-lot subdivision on 4.3 acres located at 100 East Kimberly Road. [Ward 7]
6. Resolution setting a Public Hearing on the proposed amendment to the North Urban Renewal Area Plan to include the 2025 Internal TIF. [Wards 2, 6, 7, & 8]
7. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events.

Davenport Community School District; North High School Homecoming Parade; Thursday, September 25, 2025 5:00 p.m. - 6:30 p.m.; **Closures (Police controlled):** Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street

to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to the finish at North High School (626 West 53rd Street). [Wards 7 & 8]

Anton Knaak; Vander Veer East Good Neighbor Project Block Party; 100 block of East Rusholme Street; 11:00 a.m. - 8:00 p.m. Saturday, October 4, 2025; **Closure:** East Rusholme Street from the alley east of Brady Street to Pershing Avenue. [Ward 5]

City of Davenport; Halloween Parade; Downtown; 11:30 a.m. - 4:00 p.m. Sunday, October 26, 2025; **Closures: (staging area)** East 3rd Street from Pershing Avenue to LeClaire Street; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street; **(parade route)** 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to 3rd Street; east-west alley between Scott and Ripley Streets; east-west alley between Harrison and Main Streets; Perry Street from East 2nd Street to River Drive; **(beginning at 2:00 p.m.)** Brady and Harrison Streets from River Drive to 4th Street. [Ward 3]

8. Resolution accepting work completed under the East 53rd Street and Elmore Avenue Intersection Patching project by Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$545,575.89, CIP #35061. [Ward 6]
9. Resolution awarding contracts for the 2025 Sewer Lateral Repair Program, totaling \$1,000,000, to six (6) contractors and authorizing the Engineering & Capital Projects Director to increase quantities for each contract within the Capital Improvement Project budget constraints, CIP #30065. [All Wards]
10. Resolution awarding a contract for the Davenport Police Station Water Mitigation project | Phases I and II to Bill Bruce Builders, Inc of Eldridge, Iowa in the amount of \$777,932, CIP #23085. [Ward 3]
11. Resolution approving the purchase of one John Deere 544P Wheel Loader for the Compost Facility from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC. [All Wards]
12. Resolution approving the purchase of one Ford F-550 pickup truck chassis equipped with a platform lift body for the Public Works Department from Stamm Manufacturing of Fort Pierce, Florida in the total amount of \$189,000 using Bradford County Sheriff's Office contract #22-27-1.0, CIP #10503. [All Wards]
13. Resolution approving the purchase of two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower, and one Ventrac mower deck equipped with a hydraulic tilt kit for the Parks and Recreation Department from MTi Distributing of Grimes, Iowa in the amount of \$106,040.28 using Sourcewell contract #031121-TTC, CIP #24029. [All Wards]
14. Resolution accepting a grant in the amount of \$400,000 and approving the associated grant agreement with the Iowa Department of Transportation for the Taxiway C

Reconstruction project at the Davenport Municipal Airport, CIP #20016. [Ward 8]

15. Resolution awarding a five-year contract and installation services for 360-degree vehicle video surveillance to Samsara Incorporated of San Francisco, California using Sourcewell contract #102924-SAM. [All Wards]
16. Resolution adopting the FY 2027 Budget Policies. [All Wards]
17. Motion approving noise variance requests on the listed dates and times for outdoor events.

German American Heritage Center & Museum; Oktoberfest; Kaiserslautern Square | 119 East 3rd Street; 12:00 p.m. - 7:00 p.m. Saturday, September 20, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; beginning around 8:30 p.m. for approximately 20 minutes Saturday, September 20, 2025; Fireworks, over 50 dBA. [Ward 3]

Anton Knaak; Vander Veer East Good Neighbor Project Block Party; 100 block of East Rusholme Street; 12:00 p.m. - 7:00 p.m. Saturday, October 4, 2025; Outdoor music, over 50 dBA. [Ward 5]

City of Davenport; Halloween Parade; Downtown (see attached parade route); 2:00 p.m. - 3:30 p.m. Sunday, October 26, 2025; Outdoor music, over 50 dBA. [Ward 3]

18. Motion approving beer and liquor license applications.

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

Ward 3

Mississippi Valley Blues Fest (Mississippi Valley Blues Society) - 400 Beiderbecke Drive - Temporary Outdoor Event September 18-20 - License Type: Special Class C Beer/Wine (On-Premises)

German American Heritage Center (German American Heritage Center and Museum) - 119 East 3rd Street - Temporary Outdoor Event September 20 - License Type: Special Class C Beer/Wine (On-Premises)

Ward 5

Cedar Ridge (Cedar Ridge Vineyard) - 2205 East 11th Street - Temporary Outdoor Event September 19-21 - License Type: Class C Liquor (On-Premises)

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

Ward 1

Malwa, LLC (Malwa, LLC) - 4425 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Rockingham Liquor (Lila, LLC) - 2423 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Ward 4

The Gypsy Highway Bar and Grill (The Gypsy Highway Corp) - 2606 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

La Duena Mexican Restaurant (Rene Sanchez) - 1330 Washington Street - License Type: Class C Liquor (On-Premises)

QC Sushi, LLC (QC Sushi, LLC) - 1417 West Locust Street - License Type: Class C Liquor (On-Premises)

St. Ambrose University (Sodexo America, LLC) - 518 West Locust Street - License Type: Class C Liquor (On-Premises)

Wise Guys Pizza and Pub (Christa Rae, LLC) - 2824 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

Locust Street Tavern (Locust Street Tavern, Inc) - 331 East Locust Street - License Type: Class C Liquor (On-Premises)

The Outing Club (The Outing Club, Inc) - 2109 Brady Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Monarch Kitchen & Bar (LCMR, Inc) - 4750 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Texas Roadhouse (Texas Roadhouse Holdings, LLC) - 4005 East 53rd Street - License Type: Class C Liquor (On-Premises)

Wal-Mart Supercenter #1241 (Wal-Mart Stores, Inc) - 5811 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

19. Motion approving work to replace an underground aeration pipe at the Water Pollution Control Plant under the existing plumbing and pipefitting services contract with Ragan Mechanical of Davenport, Iowa in the amount of \$98,092. [Ward 1]

20. Motion approving the purchase of 50 laptops and 60 docking stations from Dell Marketing LP of Round Rock, Texas in the amount of \$60,712.10 using NASPO ValuePoint Master Agreement #23026. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

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

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

XV. Final Comments from Council Members and the Mayor

XVI. Executive Session

1. To discuss a real estate transaction pursuant to Iowa Code Section 21.5(1)(j).

XVII. Adjourn

City of Davenport

Department: Administration

Contact Info: |

Subject:

Approval of the City Council meeting minutes for August 27, 2025.

Action / Date

9/10/2025

Attachments:

1. 082725 City Council Meeting Minutes

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, August 27, 2025

The City Council of Davenport, Iowa met in regular session on Wednesday, August 27, 2025, at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (*In person*: R. Dunn, Kelly, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Meginnis).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderwoman Burkholder

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council meeting minutes for August 13, 2025.

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on Committee of the Whole for August 20, 2025.

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, August 20, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Jobgen. Upon the roll being called, all Aldermen were present (*In person*: R. Dunn, Kelly, Meginnis, Reinartz, Newton, Lynch, T. Dunn, Jobgen, and Burkholder; *Via telephone*: Gripp).

The following Public Hearings were held: **Community Development**: 1. for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. **Public Works**: 1. on the plans, specifications, form of contract, and estimate of cost for the Fire Station 4 Roof Replacement project, CIP #23092.

Action Items for Discussion: (Votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development**: Alderman Reinartz reviewed all items listed. A motion was moved by Alderman Reinartz and seconded by Alderwoman Meginnis to table item #4, Resolution approving Case F25-09 being the request of Parallel Timber Ridge LP for a final plat of Sheffield Square Ninth Addition, a 1-lot subdivision on 2.07 acres located on West 54th Street west of Pine Street, to Section XVIII. Other Ordinance, Resolutions and Motions of the agenda for consideration and vote. Upon the roll being called, all Aldermen present voted aye, and the item was tabled as specified. On motion by Alderwoman Meginnis, second by Alderman Jobgen item #1, First Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Safety**: Alderman Jobgen reviewed all items listed. On motion by Alderman T. Dunn, second by Alderwoman Newton all items moved to the Consent Agenda. **Public Works**: Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderwoman Meginnis item #10, Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance**: Alderwoman Newton reviewed the two items listed.

On motion by Alderwoman Lynch, second by Alderwoman Burkholder both items moved to the Discussion Agenda.

Other Ordinances, Resolutions and Motions: A motion for suspension of the rules to vote on the listed item was moved by Alderwoman Newton and seconded by Alderwoman Meginnis. Upon the roll being called, all Aldermen present voted aye, and the rules were suspended.

On motion by Alderman Reinartz, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Resolution was adopted.

Resolution approving Case F25-09 being the request of Parallel Timber Ridge LP for a final plat of Sheffield Square Ninth Addition, a 1-lot subdivision on 2.07 acres located on West 54th Street west of Pine Street.

ADOPTED 2025-358

Council adjourned at **7:20 p.m.**

VIII. Petitions and Communications from Council Members and the Mayor

IX. Individual Approval of Items on the Discussion Agenda

1. *On motion by Alderman Gripp, second by Alderman R. Dunn and all Aldermen present voting aye except Alderman Kelly, the following Ordinance moved to second consideration.*

First Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

MOVED TO SECOND CONSIDERATION

2. *On motion by Alderman Gripp, second by Alderman Reinartz and all Aldermen present voting aye, the following Resolution was adopted.*

Resolution approving eight construction and maintenance agreements with Canadian Pacific Kansas City (CPKC) Railway for the Riverfront Quiet Zone project in the amount of \$3,806,010.45, #ARP12. [Wards 3 & 5]

ADOPTED 2025-359

Council recessed for a break at **7:17 p.m.** and reconvened at **7:27 p.m.**

3. *A motion to amend the City of Davenport Rules of Order Rule 9(B)(12) and Rule 9(C)(15) from three (3) minutes to five (5) minutes was moved by Alderwoman Newton and seconded by Alderwoman Burkholder. Upon the roll being called, all Aldermen present voted aye and the amendment was approved.*

A motion to amend the City of Davenport Rules of Order to include final comments from Mayor and Council following the Public with Business currently seen at Rule 9(B)(12) and Rule 9(C)(15) was moved by Alderwoman Newton and seconded by Alderman R. Dunn. Alderman Jobgen moved a motion to amend the amendment to include a time limit for Council response to no greater than 30 seconds and only one opportunity to speak. The motion was seconded by Alderwoman Lynch, and upon the roll being called, all Aldermen present voted aye. Alderman Gripp moved a motion to amend the amendment to the amendment that during this time Council would refrain from discussing any items that were on that meeting's agenda. The motion was seconded by Alderman Jobgen, and upon the roll being called the following Aldermen voted aye: Gripp, Jobgen, Lynch, Meginnis, and Reinartz; the following Aldermen voted nay: Newton, R. Dunn, T. Dunn, Kelly, and Burkholder; and Mayor Matson voted aye to break the tie and that amendment was approved.

Upon the roll being called on the original amendment with the amendments, all Aldermen present voted aye except Alderman Jobgen and the amendment was approved.

A motion was moved by Alderman Jobgen to amend the City of Davenport Rules of Order as follows:

Rule 1: The sentence that starts with "In the event of the holiday" to now read: In the event of a holiday, the meeting shall be rescheduled to the previous business day unless otherwise determined by the City Administrator, without objection by the City Council.

Rule 2: The sentence that starts with "No new items" to now read: No new items may be added after the agenda is set. Changes, i.e. amendments and additions, to the agenda, after it is set, made during a meeting shall require a motion to suspend the rules and approval by a three-fourths vote Council members present.

Delete Rule 7 which stated, "Prior to roll call, the Mayor may ask for a moment of silence and the Pledge of Allegiance.", thus renumbering all subsequent rules.

Rule 8(A)(1): Add a sentence that reads "Motion to change the agenda, and any action items, shall be pursuant to Rule 2."

Rule 8: Adding Section D that reads "Changes to allotted speaking times must be made pursuant to Rule 26.

Rule 11(B): To now read "Enforce the Rules of Decorum, which shall be posted outside of Council Chambers, to preserve order, subject to a majority vote of the council members present to override enforcement decision."

Rule 26: To now read "An amendment to any of these rules, excluding a resolution to produce a new set of rules, may be performed at a regular council meeting by motion with two-third vote of all members upon oral or written notice at a preceding regular council meeting."

Rule 28: First sentence to now read: "The most recent edition of Robert's Rules of Order shall govern any questions as to procedure not covered under these rules."

The motion was seconded by Alderwoman Newton, and upon the roll being called all Aldermen present voted aye and the amendment was approved.

On motion by Alderwoman Newton, second by Alderman Gripp and all Aldermen present voting aye, the following Resolution was adopted as amended.

Resolution adopting the Rules of Order for the Davenport City Council. [All Wards]

ADOPTED 2025-360

4. On motion by Alderwoman Newton, second by Alderwoman Burkholder and all Aldermen present voting aye, the following Resolution was adopted.

Resolution adopting the Rules of Decorum for the Davenport City Council. [All Wards]

ADOPTED 2025-361

X. Approval of All Items on the Consent Agenda

On motion by Alderman Gripp, second by Alderman R. Dunn and all Aldermen present voting aye, the Consent Agenda was approved as follows.

1. Third 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] **ADOPTED 2025-362**

ORDINANCE NO. **2025-362**

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.

Adopted 8/27/2025: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Second Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3] **MOVED TO THIRD CONSIDERATION**

3. Resolution approving Case F25-06 being the request of Davenport Community School District for a final plat of F.L. Smart Middle School Subdivision, a 1-lot subdivision on 8 acres located at 503 Cedar Street. [Ward 3] **ADOPTED 2025-363**

4. Resolution setting a Public Hearing on the proposed conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner. [Ward 5] **ADOPTED 2025-364**

5. Resolution approving street, lane, and public ground closure requests on the listed dates and times for outdoor events. **ADOPTED 2025-365**

Davenport Community School District; High School Football Games; Brady Street Stadium | 3603 North Brady Street; 3:45 p.m. - 9:00 p.m. various dates August - October 2025; **Closure:** East 36th Street from Brady Street to west of the easternmost entrance to the stadium parking lot. [Ward 7]

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 6:00 a.m. - 6:00 p.m. Sunday, September 7, 2025; **Closure:** North Main Street from West 4th Street to West 5th Street. [Ward 3]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; 6:00 a.m. Saturday, September 20, 2025 - 10:00 a.m. Sunday, September 21, 2025; **Closure:** easternmost travel lane on Brady Street from 8th Street to Palmer Drive. [Ward 3]

St. Paul the Apostle; Back to School Block Party; 1007 East Rusholme Street; 12:00 p.m. - 10:00 p.m. Saturday, September 20, 2025; **Closure:** East Rusholme Street from Carey Avenue to Arlington Avenue. [Ward 5]

Jason DeNoyer; Quad Cities Marathon; 5:00 a.m. - 1:00 p.m. Sunday, September 28, 2025; **Closure:** eastbound 2nd Street from the Government Bridge to the Centennial Bridge. [Ward 3]

6. Resolution accepting work completed under the Fairmount Community Center project by Precision Builders, Inc in the amount of \$2,830,402.01, CIP #ARP09. [Ward 1] **ADOPTED 2025-366**

7. Resolution awarding a contract for the Fairmount Library Roofing Project to Sterling Commercial Roofing, Inc, of Sterling, Illinois in the amount of \$399,100, CIP #23093. [Ward 1] **ADOPTED 2025-367**

8. Resolution awarding a one-year contract, with one possible one-year extension, for Long-Line Pavement Marking to Ostrom Painting & Sandblasting, Inc of Rock Island, Illinois in the amount of \$249,490. [All Wards] **ADOPTED 2025-368**

9. Resolution awarding a contract for engineering services for the Silver Creek, Robbin Creek, and Northpark Sewer Basin Lining and Manhole Rehabilitation Program to Strand Associates, Inc of Madison, Wisconsin in the amount of \$112,000, CIP #30066. [Wards 2, 7, & 8] **ADOPTED 2025-369**

10. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Fire Station 4 Roof Replacement project, CIP #23092. [Ward 5] **ADOPTED 2025-370**

11. Resolution approving the purchase of one Ford Transit van and four Ford trucks from Stivers Ford of Wauke, Iowa in the amount of \$237,168.50 using State of Iowa Department of Administrative Services contract #23033A. [All Wards] **ADOPTED 2025-371**

12. Resolution approving the purchase of one Ford F-550 pickup truck chassis from National Auto Fleet Group of Watsonville, California using Sourcewell contract #091521-NAF and one service truck body from Truck Equipment of Des Moines, Iowa using Iowa Department of Administrative Services contract #MA005-24134 in the total amount of \$222,868, CIP #10503. [All Wards] **ADOPTED 2025-372**

13. Resolution approving the purchase of Parcel R0432-13C in the amount of \$200,000 to support the City's Mississippi River Flood Operations Plan, CIP #68015. [Ward 1] **ADOPTED 2025-373**

14. Resolution approving the purchase of three Chevrolet Equinox sport utility vehicles and three Chevrolet Colorado trucks from Karl Chevrolet of Ankeny, Iowa in the amount of \$194,478.60 using Iowa Department of Administrative Services contracts #24216 and #25282. [All Wards] **ADOPTED 2025-374**

15. Resolution approving a Federal-Aid Agreement with the Iowa Department of Transportation (DOT) for the Eastern Avenue Bridge Over Duck Creek Replacement project, CIP #21014. [Wards 5 & 7] **ADOPTED 2025-375**

16. Motion approving noise variance requests on the listed dates and times for outdoor events. **PASSED 2025-376**

St. Anthony Catholic Church; Parish Festival; 417 North Main Street; 10:00 a.m. - 4:30 p.m. Sunday, September 7, 2025; Outdoor music, over 50 dBA. [Ward 3]

Burke Events; Vet Fest; LeClaire Park | 400 Beiderbecke Drive; 2:00 p.m. - 8:00 p.m. Saturday, September 13, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Tim Kelly; Unity in Our Community: A Fifth Ward Celebration; 1702 North Main Street; 4:00 p.m. - 9:00 p.m. Saturday, September 13, 2025; Outdoor music/DJ, over 50 dBA. [Ward 5]

Mississippi Valley Blues Society; Blues Fest; LeClaire Park | 400 Beiderbecke Drive; 4:30 p.m. - 11:30 p.m. Friday, September 19, 2025, and 1:00 p.m. - 11:30 p.m. Saturday, September 20, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

17. Motion approving beer and liquor license applications. **PASSED 2025-377**

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

Ward 1

Jimmie O's Saloon (Oldham Enterprizes, LLC) - 2735 Telegraph Road – Extended Outdoor Service Area September 6 – License Type: Class C Liquor (On-Premises)

Ward 3

Bootleg Hill Honey Meads (Bootleg Hill, LLC) – 226 West 3rd Street – Permanent Location Transfer – License Type: Class C Liquor (On-Premises)

Uplifting Caregivers Association (Uplifting Caregivers Association) – 400 Beiderbecke Drive – Temporary Outdoor Event August 30 – License Type: Special Class C Beer/Wine (On-Premises)

Ward 5

Quad City Arts (Quad City Arts) - 2205 East 11th Street - Temporary Outdoor Event September 20-21 - License Type: Special Class C Beer/Wine (On-Premises)

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

Ward 2

Casey's General Store #2092 (Casey's Marketing Company) - 6278 North Pine Street - License Type: Class B Beer/Wine (Carry-Out)

Ward 3

Capitol Theatre (Capitol Theatre Group, LLC) - 330 West 3rd Street - License Type: Class C Liquor (On-Premises)

Iowa Mini Mart (Samreet, LLC) - 234 West 3rd Street - License Type: Class E Liquor (Carry-Out)

M Lounge (Alleyah, LLC) - 217 Brady Street - License Type: Class C Liquor (On-Premises)

Mississippi River Distilling Company (Mississippi River Distilling Company, LLC) – 318 East 2nd Street - License Type: Class C Liquor (On-Premises)

Ward 4

Dollar General Store #30700 (Dolgencorp, LLC) - 1777 North Division Street – License Type: Class B Beer/Wine (Carry-Out)

Circle Tap, The (Circle Tap, Inc) - 1345 West Locust Street - Outdoor Area – License Type: Class C Liquor (On-Premises)

Ward 6

Cabos Cantina And Grill 2, LLC (Cabos Cantina and Grill 2, LLC) - 5717 Elmore Avenue Unit E - License Type: Class C Liquor (On-Premises)

Chipotle Mexican Grill (Chipotle Mexican Grill of Colorado, LLC) - 5270 Elmore Avenue #3 - Outdoor Area - License Type: Class C Liquor (On-Premises)

Costco Wholesale #1325 (Costco Wholesale Corporation) - 2790 East 53rd Street - License Type: Class E Liquor (Carry-Out)

Super Target T-533 (Target Corporation) - 5225 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

18. Motion approving Change Order #2 in the amount of \$56,740 to Delf's Landscape and Irrigation of Blue Grass, Iowa for the Natural Resources Landscaping Maintenance Services contract. [All Wards]

PASSED 2025-378

19. Motion ratifying Change Order #1 in the amount of \$53,289 to Northwest Mechanical Inc of Davenport, Iowa for the Adler Theatre HVAC Upgrades project, CIP #69014. [Ward 3]

PASSED 2025-379

20. Motion awarding a blanket contract for the purchase of calcium chloride for the 2025-2026 winter season to SICALCO, LTD of Hinsdale, Illinois. [All Wards]

PASSED 2025-380

21. Motion awarding a blanket contract for the purchase of anti-icing chemicals for the 2025-2026 winter season to SNI Solutions, Inc of Geneseo, Illinois. [All Wards]

PASSED 2025-381

22. Motion approving the purchase of workforce development training from Gillig LLC of Livermore, California in the amount of \$96,000, CIP #24035. [All Wards]

PASSED 2025-382

23. Motion approving the purchase of replacement draft tube mixer parts for digesters at the Water Pollution Control Plant from Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$60,141.60. [All Wards]

PASSED 2025-383

24. Motion approving the purchase of two Western Pro Plus plows, two Knapheide platform truck bodies, and one Knapheide service body from Truck Equipment of Des Moines, Iowa in the amount of \$58,300 using Iowa Department of Administrative Services contract #MA005-24134. [All Wards]

PASSED 2025-384

25. Motion approving the purchase of one Ford F-150 from Stivers Ford of Waukee, Iowa in the amount of \$51,388 using Iowa Department of Administrative Services contract#24051, CIP #24032. [All Wards]

PASSED 2025-385

26. Motion approving a Memorandum of Agreement (MOA) with the Federal Aviation Administration for equipment installed at the Davenport Municipal Airport. [Ward 8]

PASSED 2025-386

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

The following is a summary of revenue received for the month of July 2025:

Property Taxes	\$-
Other City Taxes	\$3,106,381
Licenses & Permits	\$190,786
Intergovernmental	\$2,036,312
Charges for Services	\$4,237,386
Use of Monies & Property	\$76,142
Fines & Forfeits	\$206,785
Bonds/Loan Proceeds	\$36,298
Miscellaneous	\$322,340

XIV. Adjourn **8:28 p.m.**

Brian Krup
Deputy City Clerk

City of Davenport

Department: Administration

Contact Info: |

Subject:

Approval of the Report on Committee of the Whole for September 3, 2025.

Action / Date

9/10/2025

Attachments:

1. 090325 Committee of the Whole Report

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, September 3, 2025 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman R. Dunn. Upon the roll being called, all Aldermen were present (R. Dunn, Kelly, Meginnis, Reinartz, Gripp, Newton, Lynch, T. Dunn, Jobgen, and Burkholder).

The following Public Hearings were held: **Community Development:** 1. for Case ORD25-01 being the request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street; and 2. on the proposed conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner.

Action Items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. On motion by Alderman Reinartz, second by Alderwoman Meginnis item #2, First Consideration: Ordinance for Case ORD25-01 being the request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street, and item #6, Resolution approving a five-year lease agreement with BZE Holdings, Inc, dba Boozie's Bar & Grill, at the Freight House and authorizing staff to proceed with soliciting bids as necessary for repairs and improvements to the property, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderman Jobgen, second by Alderwoman Newton the street closure request for Ranch Riders Brotherhood under item #2 was deleted from the agenda and will appear on an upcoming agenda with the new event date. On motion by Alderman Jobgen, second by Alderwoman Meginnis the noise variance request for Ranch Riders Brotherhood under item #3 was deleted from the agenda and will appear on an upcoming agenda with the new event date. On motion by Alderman T. Dunn, second by Alderman Gripp item #5, 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, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Works:** Alderman R. Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderwoman Newton item #4, Resolution ratifying the emergency purchase of demolition services for 314 Gaines Street from Valley Construction of Rock Island, Illinois in the amount of \$231,300, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Finance:** Alderwoman Newton reviewed the two items listed. On motion by Alderwoman Lynch, second by Alderwoman Burkholder both items moved to the Consent Agenda.

Council adjourned at **7:18 p.m.**

City of Davenport

Department: Office of the Mayor

Contact Info: Brian Krup | 563-326-6163

Action / Date

9/10/2025

Subject:

Stillbirth Prevention and Awareness Day | September 19, 2025

City of Davenport

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

Action / Date
9/10/2025

Subject:

First Consideration: Ordinance for Case ORD25-01 being the request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

Recommendation:

Consider the Ordinance.

Background:

Request

St. Ambrose University is undergoing a comprehensive planning effort for their campus, bounded by Locust Street, Harrison Street, Lombard Street, and Brown Street. Following input from the community at the March 18, 2025 Plan and Zoning Commission meeting, St. Ambrose University has submitted a revised Campus Land Use Plan. The major amendments to the campus include an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus. The University elected not to pursue the construction of a new Center for Performing Arts, which was previously planned in the current Rogalski Center parking lot. See attached Campus Master Plan for more information.

Zoning

St. Ambrose University is zoned **IC Institutional Campus District**, which is intended to encourage a comprehensive approach to development by significant institutions within the City. The IC District is also intended to:

1. Further the policies of the Comprehensive Plan.
2. Permit appropriate institutional growth within the boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion.
3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

The IC District operates with two levels of regulation. The first is a set of base district regulations that provide for a certain intensity of development by-right. The second allows for an approval of a land use plan, which must be approved by the City Council, that creates

regulations that allow for flexibility in the development and expansion of the institution above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.

Why is a land use plan required?

An approved land use plan is effective for a period of ten years, although updates and amendments may be pursued during that time period. Development projects consistent with the adopted land use plan will undergo administrative site plan and building permit review.

St. Ambrose University's previous campus master plan was approved in 2012. Since that time, the University has engaged in a comprehensive planning process to assess future growth and development opportunities. As a result of this effort, an updated campus master plan has been prepared and formally submitted to the City for review and approval.

Plan and Zoning Commission Recommendation

At its August 19, 2025 meeting, the Plan and Zoning Commission recommended Case ORD25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions:

Findings

1. The land use plan is consistent with the Davenport +2035 Future Land Use Plan, which identifies the property as Civic and Institutional.
2. The land use plan amendment is appropriate for an 'Educational Facility-University or College'.
3. The proposed land use plan is generally consistent with the established institutional character of the area; however, the expanded parking west of Gaines Street will necessitate the removal of an existing residential neighborhood.
4. The land use plan is consistent with the principal uses permitted within the IC Institutional Campus District.
5. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
6. The proposed Campus Land Use Plan does not create any nonconformities.

Conditions

1. The fencing plan shall replicate the brick pillars and black ornamental fencing currently in place along Harrison Street and shall incorporate robust landscaping to delineate the campus from adjoining neighborhoods.
2. No net loss of off-street parking spaces shall occur as a result of development unless supported by documentation demonstrating a reduction in parking demand.

The staff report from the August 19, 2025 Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Staff Report
3. Application & Campus Master Plan
4. Maps
5. COW Public Hearing Meeting Notice
6. P&Z Public Hearing and Neighborhood Meeting Notice-August 5, 2025
7. Neighborhood Meeting Sign-In Sheet 8-4-25
8. P&Z Public Hearing and Neighborhood Meeting Notice-March 18, 2025
9. Neighborhood Meeting Sign-In Sheet 3-6-25
10. Public Comment

ORDINANCE NO. _____

AN ORDINANCE FOR CASE ORD25-01 BEING THE REQUEST OF ST. AMBROSE UNIVERSITY TO AMEND THE CAMPUS LAND USE PLAN, BOUNDED BY HARRISON STREET, WEST LOCUST STREET, BROWN STREET, AND LOMBARD STREET.

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby subject to the adopted land use plan in Case ORD25-01. The property has the following legal description:

Part of the South Half of Section 23, Township 78 North, Range 3 East of the 5th P.M. being more particularly described as follows:

Real property located within the boundaries of Harrison Street, West Locust Street, Brown Street, and Lombard Street. Said property contains 53.2 acres, more or less.

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

Findings

1. The land use plan is consistent with the Davenport +2035 Future Land Use Plan, which identifies the property as Civic and Institutional.
2. The land use plan amendment is appropriate for an 'Educational Facility-University or College'.
3. The proposed land use plan is generally consistent with the established institutional character of the area; however, the expanded parking west of Gaines Street will necessitate the removal of an existing residential neighborhood.
4. The land use plan is consistent with the principal uses permitted within the IC Institutional Campus District.
5. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
6. The proposed Campus Land Use Plan does not create any nonconformities.

Conditions

1. The fencing plan shall replicate the brick pillars and black ornamental fencing currently in place along Harrison Street and shall incorporate robust landscaping to delineate the campus from adjoining neighborhoods.
2. No net loss of off-street parking spaces shall occur as a result of development unless supported by documentation demonstrating a reduction in parking demand.

Section 3. At its August 19, 2025 meeting, the City Plan and Zoning Commission voted to forward Case ORD25-01 to the City Council with a recommendation for approval subject to the listed findings and conditions.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in *The Quad-City Times* on _____

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
8/19/2025

Subject:

Case ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

Recommendation:

Staff recommends Case ORD25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions.

Findings:

1. The land use plan is consistent with the Davenport +2035 Future Land Use Plan, which identifies the property as Civic and Institutional.
2. The land use plan amendment is appropriate for an 'Educational Facility-University or College'.
3. The proposed land use plan is generally consistent with the established institutional character of the area; however, the expanded parking west of Gaines Street will necessitate the removal of an existing residential neighborhood.
4. The land use plan is consistent with the principal uses permitted within the IC Institutional Campus District.
5. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
6. The proposed Campus Land Use Plan does not create any nonconformities.

Conditions:

1. The fencing plan shall replicate the brick pillars and black ornamental fencing currently in place along Harrison Street and shall incorporate robust landscaping to delineate the campus from adjoining neighborhoods.
2. No net loss of off-street parking spaces shall occur as a result of development unless supported by documentation demonstrating a reduction in parking demand.

Background:

Project Update:

The Plan and Zoning Commission held a public hearing at its March 18th meeting. At the request of St. Ambrose University, the Commission voted to table the public hearing for a later meeting date. The purpose was to make amendments to the Campus Master Plan that mitigate concerns raised during the neighborhood meeting.

After reviewing comments made during the first public hearing, St. Ambrose University

submitted a revised Campus Master Plan. As a result, city staff mailed a second public notice to property owners within 500 feet of the campus notifying them of the August 4th neighborhood meeting and August 5th Plan and Zoning Commission public hearing. The purpose is to provide additional opportunities for the community to review the revised plan and offer feedback.

Request:

St. Ambrose University is undergoing a comprehensive planning effort for their campus, bounded by Locust Street, Harrison Street, Lombard Street, and Brown Street. Following input from the community at the March 18, 2025 Plan and Zoning Commission meeting, St. Ambrose University has submitted a revised Campus Land Use Plan. The major amendments to the campus include an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus. The University elected not to pursue the construction of a new Center for Performing Arts, which was previously planned in the current Rogalski Center parking lot. See attached Campus Master Plan for more information.

Zoning:

St. Ambrose University is zoned **IC Institutional Campus District**, which is intended to encourage a comprehensive approach to development by significant institutions within the City. The IC District is also intended to:

1. Further the policies of the Comprehensive Plan.
2. Permit appropriate institutional growth within the boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion.
3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

The IC District operates with two levels of regulation. The first is a set of base district regulations that provide for a certain intensity of development by-right. The second allows for an approval of a land use plan, which must be approved by the City Council, that creates regulations that allow for flexibility in the development and expansion of the institution above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.

Why is a land use plan required?

An approved land use plan is effective for a period of ten years, although updates and amendments may be pursued during that time period. Development projects consistent with the adopted land use plan will undergo administrative site plan and building permit review.

St. Ambrose University's previous campus master plan was approved in 2012. Since that time, the University has engaged in a comprehensive planning process to assess future growth and development opportunities. As a result of this effort, an updated campus master plan has been

prepared and formally submitted to the City for review and approval.

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 Civic and Institutional in the Davenport +2035 Future Land Use Map.

1. **Civic and Institutional:** Reserved for major developments for government, education, religion, medical, utilities, and other cultural or non-profit organizations located outside of the Downtown (DT).

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.

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

- Staff Response: The campus, bounded by Harrison Street, Lombard Street, Brown Street, and Locust Street, is designated as Civic and Institutional in the Davenport +2035 Land Use Plan. This land use category facilitates the growth and development of large educational institutions, such as St. Ambrose University. The applicant submitted a revised campus master plan that remains within the confines of the Civic and Institutional boundaries identified on the Future Land Use Map. Major modifications to the existing campus include a new academic building north of McMullen Hall, an improved campus entrance at Rogalski Drive, outdoor recreational facilities, expanded parking areas, and enhanced greenspaces. These alterations are consistent with the land uses needed to support the on-campus student population as well as faculty and visitors traveling from throughout the Quad Cities metropolitan area.
- It is staff's opinion that the proposed land use plan amendment is consistent with the Comprehensive Plan and adopted land use policies.

2. The compatibility with the zoning of nearby property.

- Staff Response: The following zoning districts about St. Ambrose University:
 - North: R-4C Single-Family & Two-Family Central Residential District
 - South: R-4C Single-Family & Two-Family Central Residential District, C-T Commercial Transitional District, and C-1 Neighborhood Commercial District
 - East: R-4C Single-Family & Two-Family Central Residential District and C-1 Neighborhood Commercial District
 - West: R-4C Single-Family & Two-Family Central Residential District

- The approximately 53.2-acre campus is situated at the intersection of two major thoroughfares in the City. The properties surrounding the intersection of Harrison Street and Locust Street are predominantly zoned C-1 Neighborhood Commercial District. Principal land uses in this area include retail goods establishments, restaurants, gas stations, financial institutions, and the offices for the Davenport Community School District.
- However, the college campus is largely bordered by established residential neighborhoods. The R-4C Single-Family and Two-Family Central Residential Zoning District is intended to preserve and protect Davenport's dense and centrally located housing stock. The purpose of the land use plan is to ensure that any new development is sympathetic and complementary to the character of the surrounding neighborhood.
- The IC Institutional Campus District is intended to permit institutional growth within the district while minimizing adverse impacts on the adjacent areas. The City recognizes that universities may require additional flexibility to grow and develop within limited space. The IC Institutional Campus District facilitates this use and development while providing increased public notification and regulatory oversight.
- It is staff's opinion that the proposed land use plan amendment is appropriate for an 'Educational Facility-University or College'.

3. The compatibility with established neighborhood character.

- Staff Response: Davenport's Zoning Ordinance requires the applicant to submit a land use plan amendment when there are major modifications in land use, project scale, recreational area, setbacks, and height. This provides an additional level of oversight to ensure consistency with the surrounding land uses. Once approved, the land use plan is effective for a period of ten years. If it is determined that there is a major amendment, the property owner must return to the Plan and Zoning Commission and City Council for approval.
- The submitted land use plan offers several beautification projects that will enhance the image of the university. St. Ambrose intends to reconfigure West Rogalski Drive to create a main gateway to the campus. An entrance monument will welcome visitors and prospective students that enter the campus from Harrison Street. In addition, several student amenities throughout the grounds will offer opportunities for recreation and socializing. This includes outdoor fire pits, a seated study area north of Christ the King Chapel, new outdoor recreational courts next to the wellness center, and expanded greenspaces throughout campus.
- The campus boundaries will be better defined by the proposed fencing plan. Staff recommend this treatment replicate the brick pillars and black ornamental aluminum fencing already in place on Harrison Street. Incorporating robust landscaping into the design will help better delineate the campus from the abutting neighborhoods. Furthermore, staff believe strategic tree plantings and landscape improvements will strengthen the visual definition of campus edges and enhance the overall aesthetic appeal.
- Significant changes east of Gaines Street include the planned demolition of Davis Hall—constructed in 1927 as the university's first residence hall—to make way for a new academic facility. The decision to raze Davis Hall, which can house over 100 students, is due to its age, overall deterioration, and limited capacity for

renovation. The future 24,800-square-foot building will occupy the same footprint as Davis Hall, maintaining the established building line along the east side of Gaines Street and reinforcing the definition of the campus's interior pedestrian spaces.

- The most significant impact on the neighborhood's character will result from proposed changes within the two blocks between Gaines Street and Brown Street. These blocks contain approximately twenty-one single-family homes, five of which remain in private ownership outside the university's holdings. These lots can continue to be utilized as residences until development occurs. The land use plan does not force the sale of property to the university, rather provides a plan in the event that St. Ambrose does obtain ownership of the properties. The ten-year plan is to acquire the remaining properties and construct an expanded parking lot for students, staff, and visitors. While the removal of established housing may adversely affect neighborhood character, the University anticipates that the additional parking facilities will help alleviate the number of students parking within the adjacent neighborhoods. Furthermore, the university hopes the large greenspace on Gaines Street, south of High Street, will help to soften the visual impact of the expanded parking areas.
- Overall, this plan seeks to enhance the campus's character through the addition of gateway features, clearer campus boundaries, and improved outdoor recreational opportunities. While the demolition of Davis Hall will alter a historic element of the campus, the new academic building provides an opportunity to strengthen the campus's character and contribute to a more vibrant and modern built environment.
- Staff find that the proposed land use plan is generally consistent with the established institutional character of the area; however, the expanded parking west of Gaines Street will necessitate the removal of an existing residential neighborhood, representing a notable change to the surrounding context.

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

1. Staff Response: The IC Institutional Campus District requires the review and approval of a land use plan to enable the community to understand the levels of development and activity being proposed, their likely impacts, and appropriate mitigation measures. This additional level of oversight is intended to further protect the health, safety, and welfare of the City.
2. During the neighborhood meeting, concerns were raised regarding the proposed outdoor recreational amenities and its impact on the neighbors directly north of Lombard Street. St. Ambrose indicated that the sports courts are only available to students, not the public. Therefore, the university can better manage the hours and behaviors occurring on-site. The campus is also monitored by twenty-four-hour security and has enforcement procedures in place to address any nuisance activity. The courts will be enclosed with a fence and access can be restricted outside regulated quiet hours.
3. Throughout the planning process, the public has expressed concerns regarding the location, accessibility, and quantity of on-campus parking. The existing campus provides 1,695 parking stalls. Under the proposed land use plan, the majority of spaces will be retained in their current locations and configurations, with any loss supplemented by new facilities between Gaines Street and Brown

Street. Upon full implementation, the plan will result in a net gain of 160 stalls, for a total of 1,758. Property owners north of Lombard Street have reported that students frequently park in the surrounding neighborhood rather than on campus. To address this issue, St. Ambrose University has assured that no existing parking will be removed until an equivalent number of new stalls has been constructed.

4. Homeowners within the IC Institutional Campus Zoning District expressed concern over the scale of the proposed parking lot west of Gaines Street, particularly the portions shown over their existing property. The university clarified that the western parking facility is part of a long-term plan to acquire the remaining lots as they become available, emphasizing that it does not intend to displace residents. Instead, the institution will approach property owners when they choose to sell. Once the two blocks are fully acquired, existing structures will be removed to allow for the development of the parking lots.
 5. While the IC Institutional Campus District is not bound by the minimum off-street parking requirements outlined in the Zoning Ordinance, staff believe there is adequate parking on the campus to accommodate the change in traffic patterns. Per the Zoning Ordinance, the minimum off-street parking requirement for a university is two stalls per classroom, plus two stalls per office, plus one stall per four students at maximum enrollment. Given the current enrollment of 2,518 students, staff believe the site's 1,758 parking stalls are sufficient.
 6. Staff believe the proposed zoning map amendment promotes the public health, safety, and welfare of the City.
5. **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 boundaries of the land use plan are presently zoned IC Institutional Campus District. Davenport's Zoning Ordinance permits the following proposed principal uses in the IC District: 'Educational Facility - University or College', 'Office', 'Parking Lot (Principal Use)', and 'Private Recreation Facility'.
 - 'Educational Facility - University or College' is defined as "a facility for post-secondary higher learning that grants associate or bachelor degrees. The institution may also have research facilities and/or professional schools that grant master and doctoral degrees. Educational facilities – university or college include ancillary uses such as dormitories, cafeterias, restaurants, retail sales, indoor or outdoor recreational facilities, and similar uses."
 - The City Council's adoption of the land use plan provides St. Ambrose University with the flexibility to pursue development that aligns with adopted land use policies. Staff believe the proposed land use plan alternative is well-suited to accommodate the principal uses permitted within the IC Institutional Campus District.
6. **The extent to which the proposed amendment creates nonconformities.**
- Staff Response: The IC Institutional Campus District operates with two levels of regulation. The first is a set of base district regulations that provide for a certain intensity of development by-right. The second allows for the approval of a land use plan, which must be approved by the City Council, that creates regulations that allow for flexibility in the development and expansion of the institution

above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.

- The existing 53.2-acre campus conforms with the IC District Dimensional standards for minimum lot area and width requirements. The developed property conforms with the base district regulations for maximum impervious surface and setback requirements. The development of a new academic building, outdoor recreational area, and expanded parking lot are considered permitted uses in the IC Institutional Campus District.
- It is staff's opinion that redeveloping the site as outlined in the land use plan will not create any new nonconformities.

Public Input:

Prior to submittal of the modification request, St. Ambrose University notified recognized neighborhoods and organizations. Letters were then sent to property owners within 500 feet of the proposed request notifying them of the March 6th neighborhood meeting and the March 18th Plan and Zoning Commission Public Hearing. A notice of the public hearing was also published in the Quad City Times.

The March 6th neighborhood meeting was held on campus in the Rogalski Center Ballroom. Those in attendance included the applicant, planning staff, Chair of the Plan and Zoning Commission, and approximately 15 members of the public. The following are topics of conversation discussed at the neighborhood meeting:

1. Timeline and phasing of development.
2. Location of the future performing arts center in the Rogalski Center parking lot.
3. Construction and placement of a future academic building on Gaines Street.
4. Demolition of homes for an expanded parking lot west of Gaines Street.
5. Location and total number of parking spaces.
6. Concern with the loss of parking on the eastside of campus, which may result in additional vehicles parking in the neighborhood north of Lombard Street.
7. Traffic impacts on adjacent residential streets.
8. Location and number of parking spaces.
9. Request for a more detailed plan, including operations, traffic, and lighting.
10. Noise pollution generated by the Wellness and Recreation Center's mechanical equipment. Concern future buildings will generate additional noise that can be heard in the nearby neighborhood.

Since St. Ambrose University made amendments to the land use plan, a second neighborhood meeting was held on August 4th in the Rogalski Center Ballroom. The purpose of the meeting was to outline the proposed revisions to the campus plan to abutting property owners. Those in attendance included the applicant, planning staff, Chair of the Plan and Zoning Commission, ward alderperson and approximately 10 members of the public. The following are topics of conversation discussed at the neighborhood meeting:

1. Removal of the Performing Arts Center.
2. Retention of parking on the eastside of campus.

3. Outdoor recreational amenities (quiet hours, security, access, noise mitigation)
4. Parking extending into the abutting neighborhood.
5. Stormwater management.
6. Impact on existing homeowners west of Gaines Street.
7. Improving Gaines Street pavement and cross walks.
8. Lighting plan and impacts on the surrounding neighborhood.

Staff will apprise the Commission of any additional correspondence at the August 19th Plan and Zoning Commission meeting.

Attachments:

1. Application & Campus Master Plan
2. Maps
3. P&Z Public Hearing and Neighborhood Meeting Notice-August 5, 2025
4. Neighborhood Meeting Sign-In Sheet 8-4-25
5. P&Z Public Hearing and Neighborhood Meeting Notice-March 18, 2025
6. Neighborhood Meeting Sign-In Sheet 3-6-25
7. Public Comment



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
St. Ambrose University Master Plan

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION
518 W. Locust Street, Davenport, Iowa 52803

NEIGHBORHOOD MEETING DATE / TIME / LOCATION

ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA
	S-IC	S-IC	52.5 acres

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

APPLICANT INFORMATION

Applicant Name | Company Name
St. Ambrose University

Address
518 W. Locust Street

City | State | Zip
Davenport, Iowa 52803

Phone
(563) 333-6259

Secondary Phone
(563) 333-6000

E-Mail Address
[REDACTED]

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.

Christopher Waugh

Type Applicant's Name

Christopher D. Waugh 12-18-2024
Applicant's Signature Date

DEVELOPMENT TEAM

Property Owner
St. Ambrose University

Address
518 W. Locust Street, Davenport, Iowa 52803

Phone
(563) 333-6259

Secondary Phone
(563) 333-6000

E-Mail Address
[REDACTED]

Project Manager/Other
Christopher Waugh

Address
518 W. Locust Street, Davenport, Iowa 52803

Phone
(563) 333-6329

Secondary Phone

E-Mail Address
[REDACTED]

PROJECT NARRATIVE: (submit separate sheet if needed)
See attached.

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.

Neighborhood Meeting Attendance List

Date: Oct 9, 2024

Time: 6:30 pm

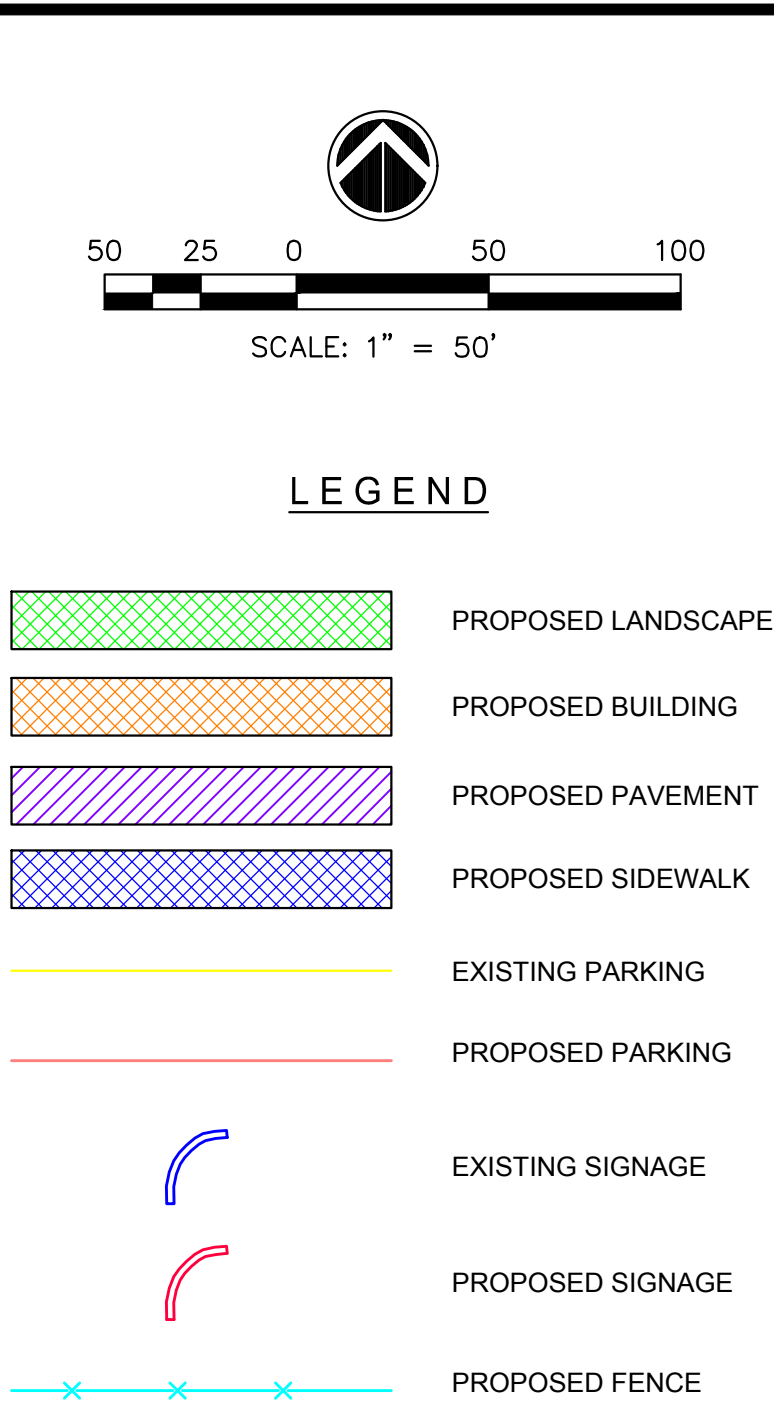
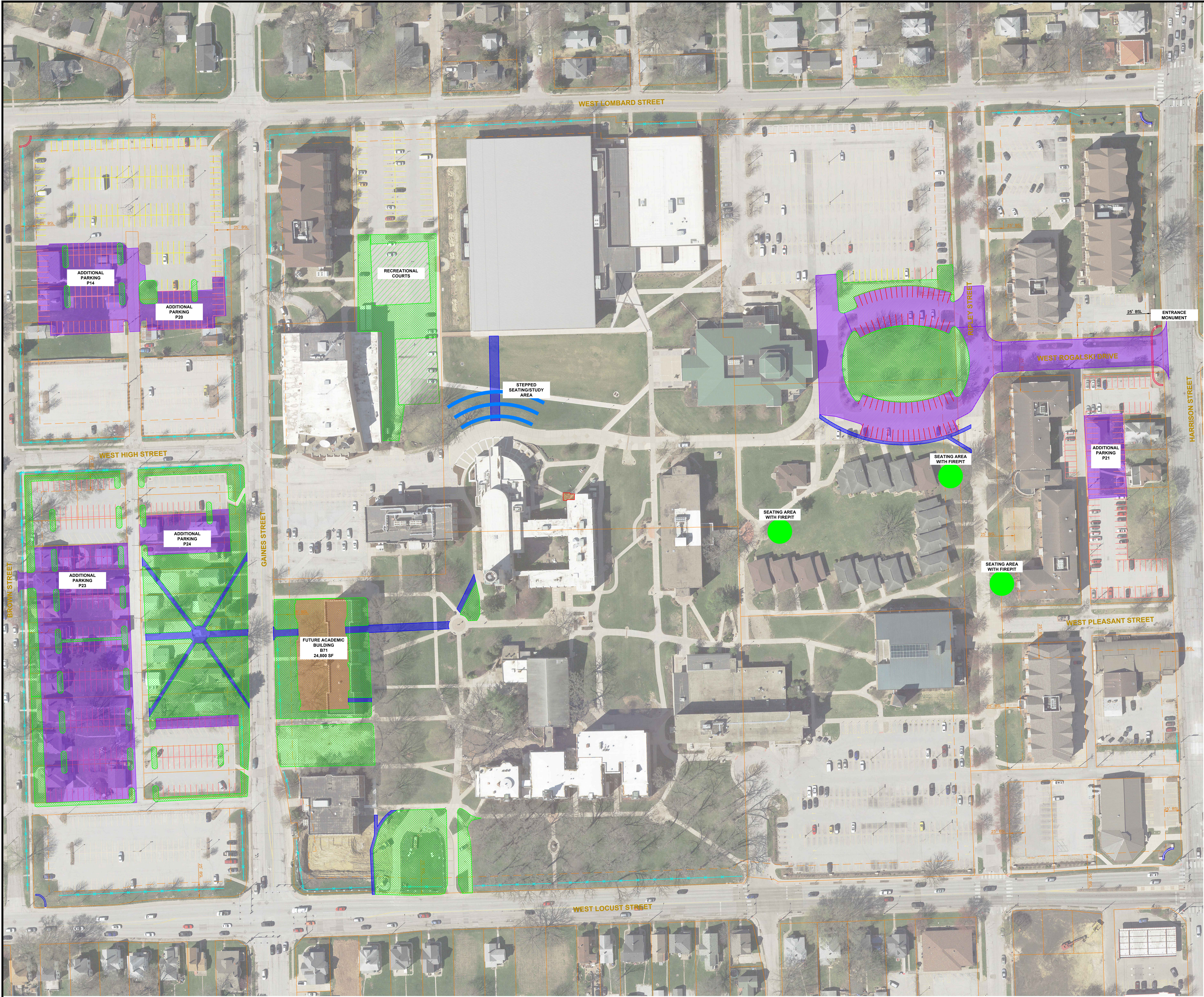
Location: SAM Rogalski Ctr

Case:

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	Jen Walker	jenboyle1818@gmail.com	503-650-2812	
2	Matt Werderitch	matt.werderitch@davenportwa.com	503-888-2221	
3	Ann Schwickerath	ann@projectrenewal.net	503-324-0800	
4	BRIAN KRAMER	BRIAN@HILLTOPCLANAVILLAGE.ORG		
5	RONNIE CONEY	G200DK@GMAIL.COM	369 782 9677	2116 N. MAIN ST. DPT. 52803
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

Sunday, July 13, 2025 5:46:07 PM
G:\2024\24004440.00\DESIGN\DWG\C3D\PROJECT-1 LAND USE PLANNING



- GENERAL NOTES**
1. ALL INFORMATION WAS GATHERED BY MULTIPLE RESOURCES AND LOCATION OF ALL FEATURES SHOWN IS APPROXIMATE.
 2. ANY AND ALL PROPERTIES INCLUDED WITHIN THE BOUNDARIES OF THIS PID THAT DO NOT HAVE PROPOSED FURTHER USED SPECIFIED ON THE LAND USE PLAN AND/OR ON THE DATA SHEET, MAY CONTINUE TO BE USED AS THEY CURRENTLY EXIST AND/OR AS PERMITTED UNDER THE PID ZONING CLASSIFICATION. SAID PROPERTIES MAY ALSO BE USED FOR OPEN SPACE PURPOSES IN THE EVENT OF DEMOLITION OF AN EXISTING BUILDING OR GROUP OF BUILDINGS. ALL DEMOLITION SITES SHALL BE FILLED, GRADED LEVEL, AND AT A MINIMUM SHALL BE RESTORED WITH PLATED GRASS SEED OR SOO.
 3. FENCE LOCATIONS AND OPENINGS DEPICTED ON THE MAP MAY BE ADJUSTED BASED ON NEIGHBORHOOD INPUT AND/OR FURTHER REVIEW DURING THE PRE-CONSTRUCTION PHASE.

REVISIONS		DATE
No.	DESCRIPTION	



ST. AMBROSE UNIVERSITY IC
DAVENPORT, IOWA
LAND USE PLAN

IMEG Project No: 24004440.00
File Name: C-1 LAND USE PLAN.dwg
© COPYRIGHT 2025 ALL RIGHTS RESERVED
Field Book No:####
Drawn By: KCK
Checked By: AEK
Date: 7/24/2025
C-1
Sheet 2 of 8

Amendment Required

To ensure St. Ambrose University ("the University") is providing the best facilities to meet the current and future needs of its student population, the University commissioned an Updated Campus Master Plan in 2023. After reviewing the recommendations from the study with its Board of Trustees, faculty and staff, the University is presenting the following plan to the Plan and Zoning Commission and the Davenport City Council for its review and approval. Because this plan differs from previously approved plans, an amendment is required.

The major amendments to the IC include an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus.

Current Situation

General:

The University is a private, Catholic, coeducational, liberal arts institution of higher education. The University is organized as an Iowa nonprofit corporation and is a tax-exempt charitable organization described in Section 501(c)(3) of the Internal Revenue Code. The main campus of the University is located at 518 West Locust Street in Davenport, Iowa, on a tract of approximately 49.0 acres. The main campus is bordered by Locust Street to the south, Harrison Street to the east, Lombard Street to the north and Brown Street to the west. The campus proper appears to end at Gaines Street to the west, but the University owns most of the houses and property between Gaines and Brown Streets.

University Buildings:

The University's main campus has 24 major buildings including classroom/office facilities, student residence halls, and a field house. These buildings and their main usage are listed below:

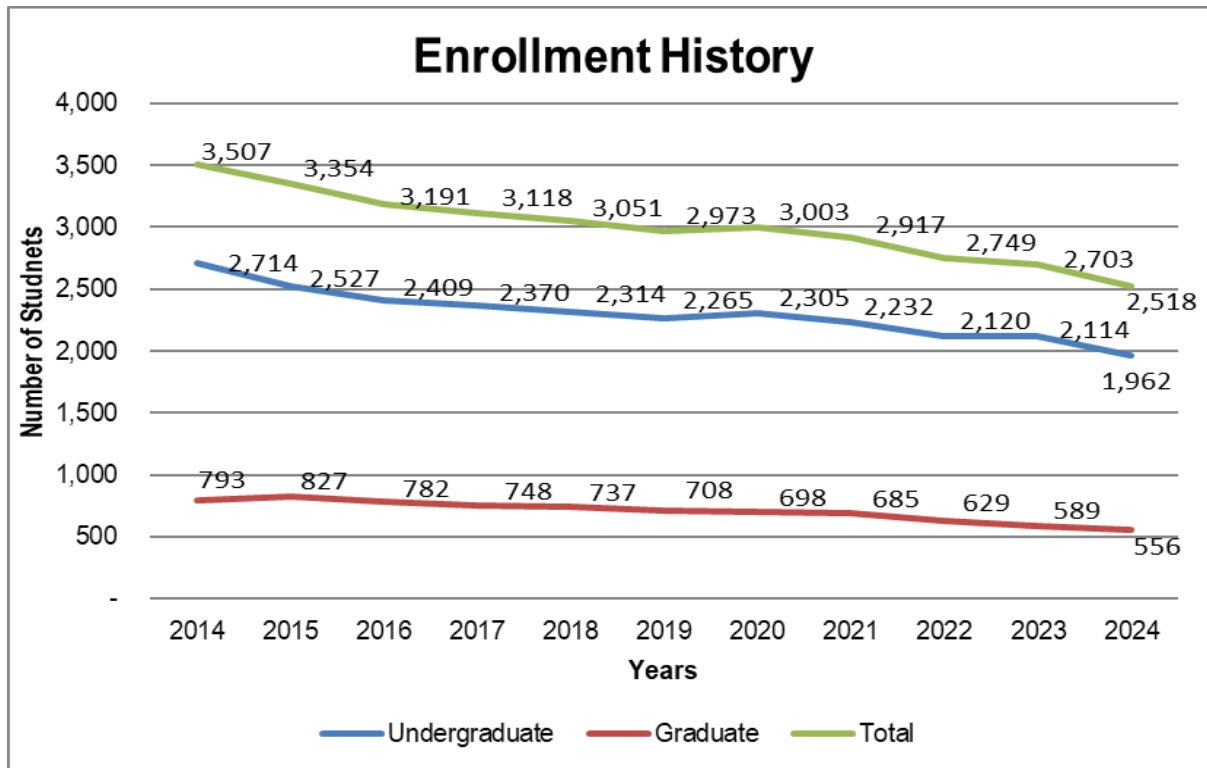
- Ambrose Hall – Administrative offices, classrooms and faculty offices.
- Higgins Hall – Classrooms and faculty offices.
- McMullen Hall – Classrooms and faculty offices.
- Davis Hall – Single room residence hall (119 beds) with some offices in the basement.
- Lewis Hall – Science classrooms, labs and faculty offices.
- Galvin Fine Arts Center – Performing arts venue, classrooms, faculty offices, and TV and radio stations.
- McCarthy Hall – Basement and 1st floor house classrooms. Residence hall rooms on floors two through four (92 beds).
- Christ the King Chapel – University chapel with faculty and staff offices located in the basement.
- Hayes Hall – Classrooms and labs in addition to faculty offices.
- Rohlman Hall – Residence Hall (202 beds).
- Wellness and Recreation Center and Lee Lohman Arena – Competition arena, fieldhouse, weight rooms, fitness areas, locker rooms, classrooms and staff offices.
- Rogalski Center – Student Center, ballrooms, food court and staff offices.
- North Hall – Residence Hall (199 beds).
- Bechtel Hall – Residence Hall (140 beds).
- Tiedemann Hall – Residence Hall (125 beds).
- Hagen Hall – Residence Hall (140 beds).
- Franklin Hall – Residence Hall (202 beds).
- Physical Plant Building – Houses the Maintenance and Housekeeping staff.

- Library – Houses the University's library and informational technology departments.
- Cosgrove Hall – Residence rooms on the top four floors (224 beds), cafeteria on the main level and a student lounge and offices in the basement.
- University Townhouses – Townhouse style residence hall (104 beds).
- Folwell Center – Houses faculty offices.
- Admissions and Welcome Center – Houses the Admissions and Admissions Operations staff.
- Kreiter Hall (south of Locust Street) – Houses administrative offices

The University also owns numerous houses that are leased to undergraduate students. These houses hold 78 beds.

Enrollment:

The University's enrollment has decreased 28.2% since 2014. The undergraduate enrollment has mirrored these numbers with total undergraduate enrollment decreasing 27.7% since 2014. Graduate enrollments are down 29.9% since 2014. A chart showing total enrollment, undergraduate enrollment and graduate enrollment is shown below:



The University has plans to reverse this trend and is implementing initiatives to increase enrollment by 300 students in the next two to three years. The plan is to increase enrollment by 100 undergraduate students, 100 graduate students and 100 adult students.

Student Housing:

The University's residence halls hold 1,641 students in the fall of 2024. This includes 78 beds located in off-campus houses. In fall 2024, 1,257 students were housed on campus, or 50.0% of the total undergraduate population. The occupancy rate was 76.4% in the fall of 2024.

Parking:

In the fall of 2024, the University has 1,598 main campus parking spaces. Counting the 97 spaces at the St. Vincent's Center on West Central Park (not including the parking for the athletic facilities) the University has a total of 1,695 parking spaces on the main campus. This does not include parking spaces at the Health Science Building or at the CCSD Building on Pleasant Street.

Campus Facilities Master Plan

The University hired RDG Planning and Design from Des Moines and Omaha to prepare a campus facilities master plan. This plan was to identify the University's facilities needs over the next 10 years, through 2034. This plan identified the following facilities needs over the next 10 years:

Facility Needs:

- Renovate the cafeteria on the first floor of Cosgrove Hall
- Renovate the 1st floor of Hayes Hall, and add a new elevator tower to make the building fully accessible
- Partial renovation of the library into a learning commons
- Partial renovation of the Rogalski Center to move the Admissions Operations into this building
- New Academic Building
- Complete interior renovation of Ambrose Hall, the oldest and original building on campus

Campus Improvements:

- Outdoor spaces – Mix of active and passive recreation and gathering spaces
- Campus edge improvements – This includes the continuation of perimeter campus fencing and landscaping
- Parking and entrance improvements – This includes the consolidation of the number of vehicular entry points to campus, the elimination of some parking on the interior of campus, and the creation of new parking between Gaines and Brown Street
- New campus entry at Rogalski Drive – The Rogalski Center will become the new “front door” of the University, so a more prominent entry will be added on Harrison Street along with an improved appearance of the front of the building
- Recreation Courts – Locations for outdoor pickleball, basketball, tennis and sand volleyball will be added to campus
- Pedestrian mall enhancements – The University has pedestrian malls that run north and south and east to west on campus. These will be enhanced with landscaping and other improvements.

Required Information**Completed Application:**

See Appendix I

Boundary Survey:

A boundary survey was not completed for this site as the University's main campus is well defined. The legal description of the area the University would like to include in the IC is bordered by Locust Street to the south, Harrison Street to the east, Lombard Street to the north and Brown Street to the west. While it appears the campus ends at Gaines Street to the west, the University owns most of the property between Gaines and Brown Streets with the intention of acquiring the rest as they become available. A map of the property owned by the University between

Gaines and Brown Streets can be found in Appendix II. The shaded areas are owned by the University. There are five properties between Gaines and Brown Streets not owned by the University.

Drawing of the Development:

See attached map of the proposed development plan in Appendix III, sheet 2 of 8.

Number of Gross Acres in the Project

The total number of gross acres between Locust, Harrison, Lombard and Brown Streets is 49.0.

Existing and Proposed Parking Spaces

The University has 1,695 available parking spots in the fall of 2024. The proposed changes to campus will utilize the majority of the existing parking stalls and will supplement them with new parking mostly added between Gaines and Brown Streets. An updated table of net parking spaces after the new master plan has been implemented can be seen below:

#	Initiative	Spaces
Main Campus Parking Spaces		1598
1	Elimination of St. Michael's Circle	(12)
2	Lower Galvin Parking Loss (new recreation courts)	(75)
3	Elimination of McMullen Hall Lots	(27)
4	New Parking Lots between Gaines and Brown Street	238
5	Tiedmann & Hagen Hall Parking Lot	26
6	New Campus Entry at Rogalski	10
		<u>1,758</u>

This would generate 160 new parking spots. The University realizes that a certain amount of new parking spots are to be built in an area where all the properties have not been acquired. The University will commit to a condition where no parking will be eliminated until a similar number of new spots have been built. That is, unless it can be shown the demand for parking has decreased and replacement spots are not needed.

Parking Ratios

With the implementation of zone parking, many of the lot assignments the University used in the past have gone away. The lots west of Gaines Street are used by a combination of commuter students, residential students and faculty and staff. This self-selection of the most convenient parking has increased the usage of these lots since zone parking was implemented. However, because these lots are shared by multiple users throughout the day, it is not possible to calculate a parking ratio for each user group. For fall 2024, there are 564 Zone One spots available, and 560 permits were sold for a ratio of 1.0 to 1.0. In Zone Two, there are 685 spots available, and 830 permits were sold, for a ratio of 0.83 to 1.0. This is somewhat misleading as students who park at our Center for Health Science Education on Lombard and Marquette Streets are also able to park in Zone Two. Many do so infrequently, so the ratio is closer to .95 to 1.0. There is also a place where commuters and graduate students park. As they are here less often, this also increases the ratio. In Zone Three, there are 93 spots available and only 29 are sold for a ratio of 3.2 to 1.0.

Existing and Proposed Lot Coverage

See Appendix III, sheet 7 of 8. The current lot coverage from buildings equals 13.3 acres and is 13.2 acres for parking lots. This currently leaves 22.5 acres that are non-structural (green space). The proposed development plan would have 15.2 acres of buildings, 16.3 acres of parking and 17.5 acres of green space.

Existing and Proposed Square Footage and Floor Area Ratio of Buildings

The existing and proposed total square footage and floor area ratio of buildings is as follows:

	Square Footage	Floor Area Ratio
Existing:		
Ambrose Hall	97,900	24,390
Higgins Hall	23,400	12,822
McMullen Hall	40,157	14,176
Davis Hall	41,600	7,554
Lewis Hall	35,000	8,601
Galvin Fine Arts Center	75,500	29,615
McCarthy Hall	58,000	11,620
Christ the King Chapel/Hayes Hall	56,920	19,150
Rohman Hall	49,700	11,100
PE Center and Lee Lohman Arena	45,300	31,884
Wellness and Recreation Center	86,251	69,013
Rogalski Center	64,400	22,033
Bechtel Hall	34,400	9,004
Tiedemann/Hagen Hall	87,600	22,977
Franklin Hall	46,700	12,444
Physical Plant	8,900	9,174
Library	58,800	15,129
Cosgrove Hall	77,600	20,470
Univeristy Townhouses	60,600	17,811
North Hall	54,200	13,955
Admissions and Welcome Center	7,400	7,400
	1,110,328	390,322
Proposed:		
New academic building	24,800	12,400
Lewis Hall demolition	(35,000)	(8,601)
Davis Hall demolition	(41,600)	(7,554)
	1,058,528	386,567

Existing Land Use and Zoning

The main campus of the University at 518 West Locust Street is zoned IC Institutional Campus Zoning District. The property surrounding the main campus is zoned as follows:

West – Zoned R-4C Single Family + Two Family Central Residential District.

South – From Gaines Street to just west of Scott Street, the property is zoned R-4C Single Family + Two Family Central Residential District. From just west of Scott Street to Harrison Street the property is zoned C-2 Corridor Commercial Zoning District.

East – The northeast corner of campus is Vander Veer Park and is zoned S-OS Open Space Zoning District. From Lombard Street to High Street the property is zoned R-4C Single Family + Two Family Central Residential District. From High Street to Locust Street, the property is zoned C-2 Corridor Commercial Zoning District.

North – Zoned R-4C Single Family + Two Family Central Residential District.

As the University's main campus is in a residential area, there is less than 100 feet from the campus property line to the nearest structure. As noted above, these are typically residential properties, and the commercial areas noted above.

Existing and Proposed Services

Existing and proposed services to the main campus (water, sanitary and storm sewer, electric, gas, streets) and the capacity of those services can be seen in the map at Appendix III, sheet 5 of 8.

Site Constraints

See Appendix III, sheet 6 of 8. Many of the slopes more than 10% are located interior to the campus. The most prominent can be found north of Ambrose Hall, east of Rohlman Hall, north of the Christ the King Chapel and north of the Galvin Fine Arts Center. Additional areas with slopes greater than 10% are in locations on the edge of campus along Gaines and Brown Streets. These slopes exist where the houses on Gaines Street fall away towards the street and where the land slopes down towards Lombard Street.

There is no part of the main campus that is included in a flood plain or floodway. However, there is a drainageway that runs from the storm water detention area north of Ambrose Hall, between Rohlman and Hayes Halls, and continues to the north and west until it outlets to the city storm system adjacent to McCarthy Hall. This drainageway is also indicated in Appendix III, sheet 6 of 8.

Soil conditions can be found in Appendix III, on sheet 7 of 8. While there do not appear to be any issues, soil boring tests will be necessary as the new structures are designed.

Topographical Map

The general topographical map for the main campus can be seen in Appendix III, sheet 6 of 8. St. Ambrose will obtain more detailed survey information for each project as it is being designed. The topographical data comes from the State of Iowa LIDAR Survey.

Existing and Proposed Building Locations

A map showing the existing and proposed building pad locations can be seen in Appendix III, sheet 2 of 8. The building area, number of stories, a list of proposed uses and gross floor area can be seen below:

	Square Footage	Stories	Height (feet)	Gross Floor Area	Uses	Built/ Renovated
Existing:						
Ambrose Hall	97,900	4.0	48	24,390	Classrooms; offices	1882/1974
Higgins Hall	23,400	2.0	40	12,822	Offices; classrooms	1916/1987
McMullen Hall	40,157	2.5	36	14,176	Classrooms; offices	1940/1997
Davis Hall	41,600	4.0	40	7,554	Residence Hall	1922/1941
Lewis Hall	35,000	3.5	42	8,601	Classrooms; offices; labs	1930/1991
Galvin Fine Arts Center	75,500	3.0	60	29,615	Auditorium; classrooms	1969
McCarthy Hall	58,000	4.0	40	11,620	Classrooms; residence hall	2008
Christ the King Chapel/Hayes Hall	56,920	1.0	36	19,150	Chapel; offices; classrooms	1952/2006
Rollman Hall	49,700	4.0	40	11,100	Residence Hall	1959/2001
PE Center and Lee Lohman Arena	45,300	2.0	40	31,884	Arena; weightroom; fitness	1983
Wellness and Recreation Center	86,251	2.0	40	69,013	Fieldhouse; weight/cardio rooms	2017
Rogalski Center	64,400	2.0	36	22,033	Student Services; offices	2004
Bechtel Hall	34,400	4.0	40	9,004	Residence Hall	2004
Tiedemann/Hagen Hall	87,600	4.0	40	22,977	Residence Halls	1996
Franklin Hall	46,700	4.0	40	12,444	Residence Hall	2005
Physical Plant	8,900	1.0	16	9,174	Physical Plant Shop	1915/1997
Library	58,800	3.0	36	15,129	Library	1996
Cosgrove Hall	77,600	5.0	50	20,470	Residence Hall	1969
Univeristy Townhouses	60,600	2.0	24	17,811	Residence Hall	1990
North Hall	54,200	4.0	40	13,955	Residence Hall	2012
Admissions and Welcome Center	7,400	1.0	15	7,400	Offices	2016
Total	1,110,328			390,322		
Proposed:						
New academic building	24,800	2.0	41	12,400	Classrooms; labs; offices	
Lewis Hall demolition	(35,000)	2.0	45	(8,601)		
Davis Hall demolition	(41,600)			(7,554)		
	<u>1,058,528</u>			<u>386,567</u>		

University's application will meet all the City of Davenport's requirements for setbacks and site elements, including landscaping.

The new buildings and parking lots included in the University's application will meet all the City of Davenport's requirements for setbacks and site elements, including landscaping.

Location of Existing and Proposed Parking

A map showing existing and proposed parking areas can be seen in Appendix III, sheet 2 of 8. It should be noted the parking lots proposed between Gaines and Brown Street will require the demolition of several houses. A few of these houses are not currently owned by the University and will need to be acquired to complete the development, as noted above.

Location of Existing and Proposed Loading Docks, Receiving and Trash Pickup Areas

A map showing existing and proposed loading docks, receiving and trash pick-up areas can be seen in Appendix III, sheet 4 of 8.

Location of Existing and Proposed Landscaping and Buffering

A map showing the existing and proposed landscaping and buffering can be seen in Appendix III, sheet 6 of 8. Details of what the decorative fencing and the related landscaping along the perimeter of the campus will look like can be found in Appendix III, sheet 8 of 8.

Location and Configuration of Existing and Proposed Access Points

A map showing the location and configuration of existing and proposed access points can be found in Appendix III, sheet 2 of 8.

Storm Water Management Plan

A storm water management plan, prepared by IMEG Consulting Corp. can be found in Addendum 4 – Storm Water Narrative.

Location of Existing and Proposed Signage

A map showing the location of all existing and proposed free standing signage can be seen in Appendix III, sheet 2 of 8.

Traffic Impact Study

As the University is not planning on significant growth over the next ten years, a full Traffic Impact Study was not performed. However, maps from the Iowa Department of Transportation, that show the traffic counts on the main roads and intersections around the University's main campus, were obtained.

Locust Street, east of Harrison Street, has automobile traffic of 19,000 vehicles daily. Locust Street, west of Harrison Street has automobile traffic of 17,900 vehicles daily. Harrison Street, north of Locust Street has automobile traffic of 13,800 vehicles and south of Locust Street it has 11,600 vehicles. Gaines Street, north of Locust Street has automobile traffic of 2,760 vehicles and south of Locust Street it has 6,400 vehicles.

To put the University's planned growth into context, undergraduate enrollment is expected to increase by 100 students over the next ten years. It is also not known if these students will be commuter students who come from the Quad City area or residential students. In any event, 100 cars added to the traffic counts listed above will not have a significant impact, even if they access these roads during rush hour times during the morning and afternoon.

The 100 additional graduate students will also have very little impact on the traffic counts around campus. While the University's undergraduate students generally attend classes from 8:00 am through 4:00 pm, the graduate students are mainly part-time and attend classes after 5:00 pm. Once again, 100 additional vehicles added to the counts listed above will have very little impact. The impact will be less as they will use these roads during non-peak hours. In addition, graduate students are generally requesting on-line instruction, so it is doubtful these students will access campus.

Finally, the 100 new adult students will have no impact on the traffic counts around the University's main campus as these courses are generally held in an on-line format.

Compatibility with Surrounding Area

The buildings of the University represent a variety of architectural styles. Early campus architecture was based on European influences such as French (Ambrose Hall with mansard roofs and circle top windows) and English Tudor Gothic (Davis Hall, Lewis Hall, and McMullen Hall with stone base and corner accents, pointed arch features and parapet crenellation). Later buildings were designed with a mix of European and American contemporary styles prevalent on many college and university campuses (Rohlfman, Cosgrove and Galvin). The architecture of the past 25 years is more of a modern American theme with traditional roof, brick and stone elements that complement existing buildings (Rogalski Center, McCarthy Hall, and North Hall) which will continue with the proposed buildings on the Master Plan.

The University has 2,518 students in the fall of 2024. This includes 1,962 undergraduates and 556 graduate students. As noted above, the University hopes to grow by 300 students over the next ten years and increase enrollment to 2,800 students. In the fall of 2024, the University employs 415 full-time faculty and staff and 130 part-time faculty and staff. Many of the part-time employees are adjunct professors. It is estimated there are 100 contract employees on campus (food service, bookstore, security and various trades). This would bring the total number to 645 employees. It is estimated this will remain flat or decrease in the next ten years.

The University's goal has always been to present an attractive campus to our students, faculty and staff and be a good neighbor by maintaining our facilities and grounds at a high level. Two of the proposed new developments will be built on the outer edge of our campus. A new academic building will be built around Gaines Street and West High Street. It will be a two-story structure and be built of red brick with stone accents. It will be an attractive structure that is consistent with McMullen Hall.

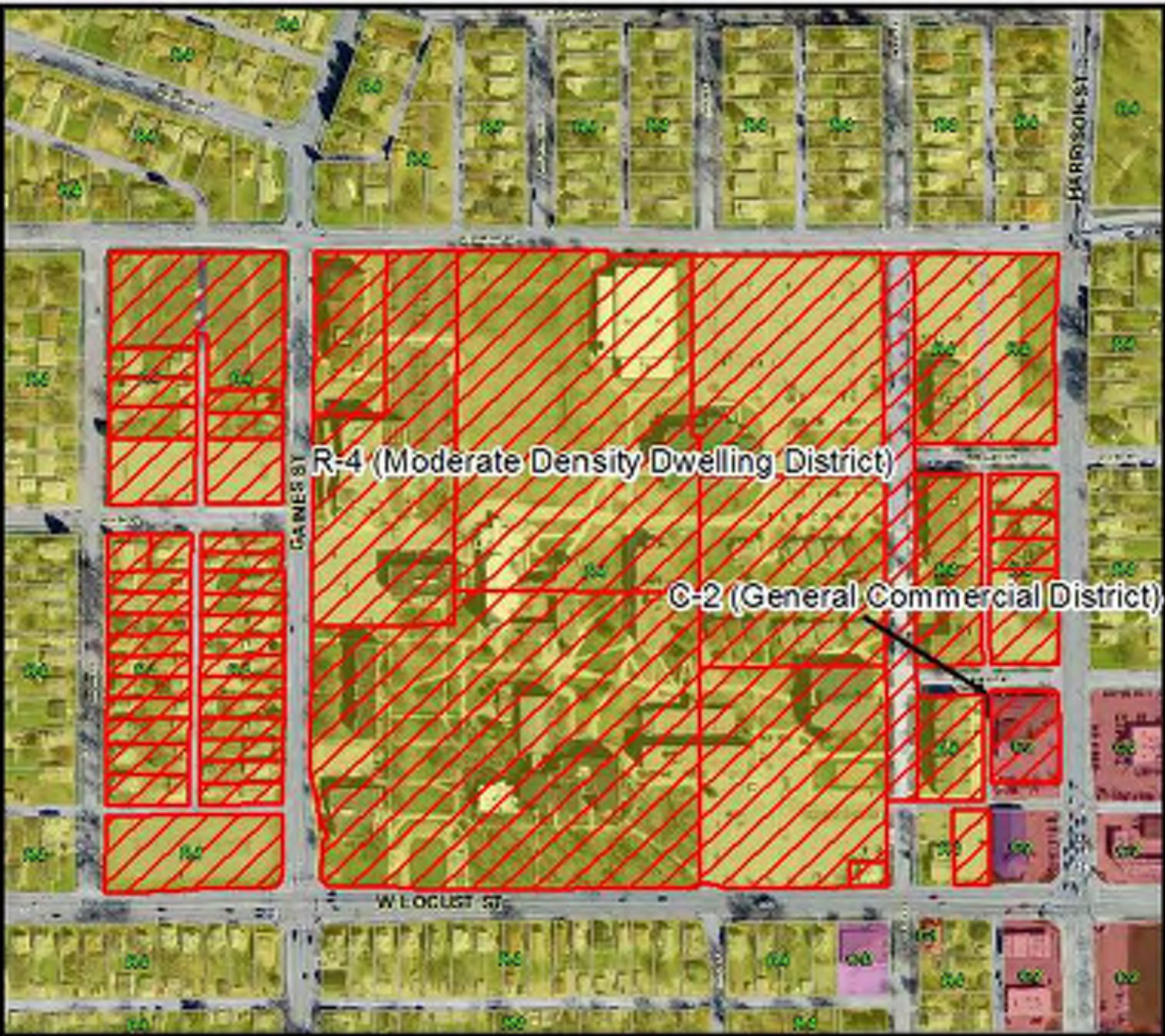
The University will develop a relationship with the neighborhood groups around campus and will use these groups to identify neighbor concerns. The addition of more parking will improve the lighting, noise and parking issues in the neighborhood. The University currently has adequate access to major thoroughfares to allow transportation to the main campus. This includes access via auto, bicycle and pedestrian. The University also is located by a hub for the CitiBus system.

In 2009 the University signed an agreement with CitiBus to allow all faculty, students and staff to ride the bus free of charge. The University pays the City of Davenport 42 cents per ride. This program was initially designed to allow access to our Center for Health Science Education at Marquette and Lombard Streets. However, we are currently seeing significant use on other CitiBus routes. Our contract with CitiBus will continue to be communicated to students to increase ridership. Other initiatives being studied include car rental programs for students and carpooling incentives.

ST. AMBROSE
SPECIAL INSTITUTIONAL CAMPUS
DAVENPORT, IOWA



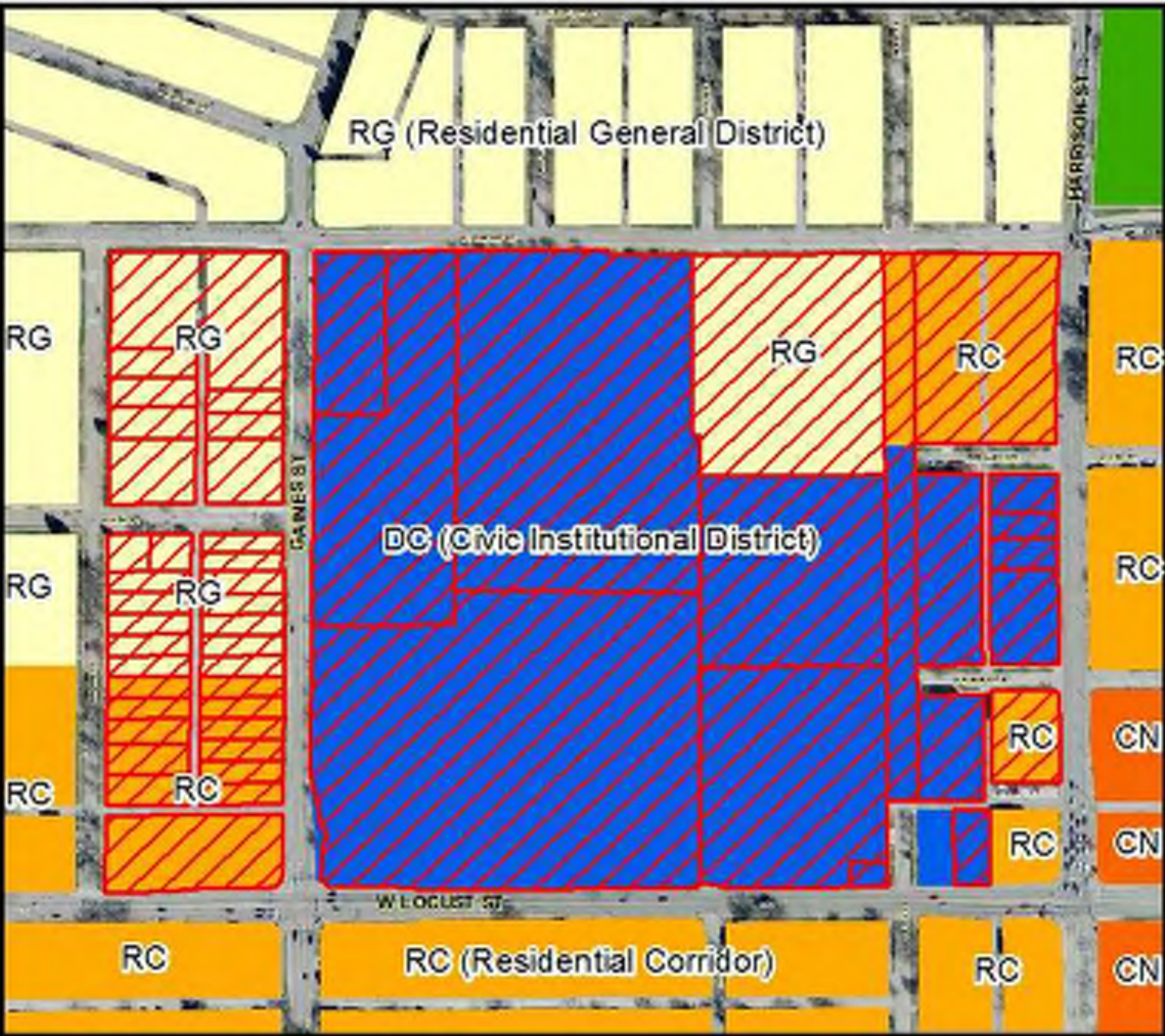
City Plan and Zoning Commission Case No. REZ12-01
St. Ambrose University Main Campus Rezoning
Existing Zoning Map



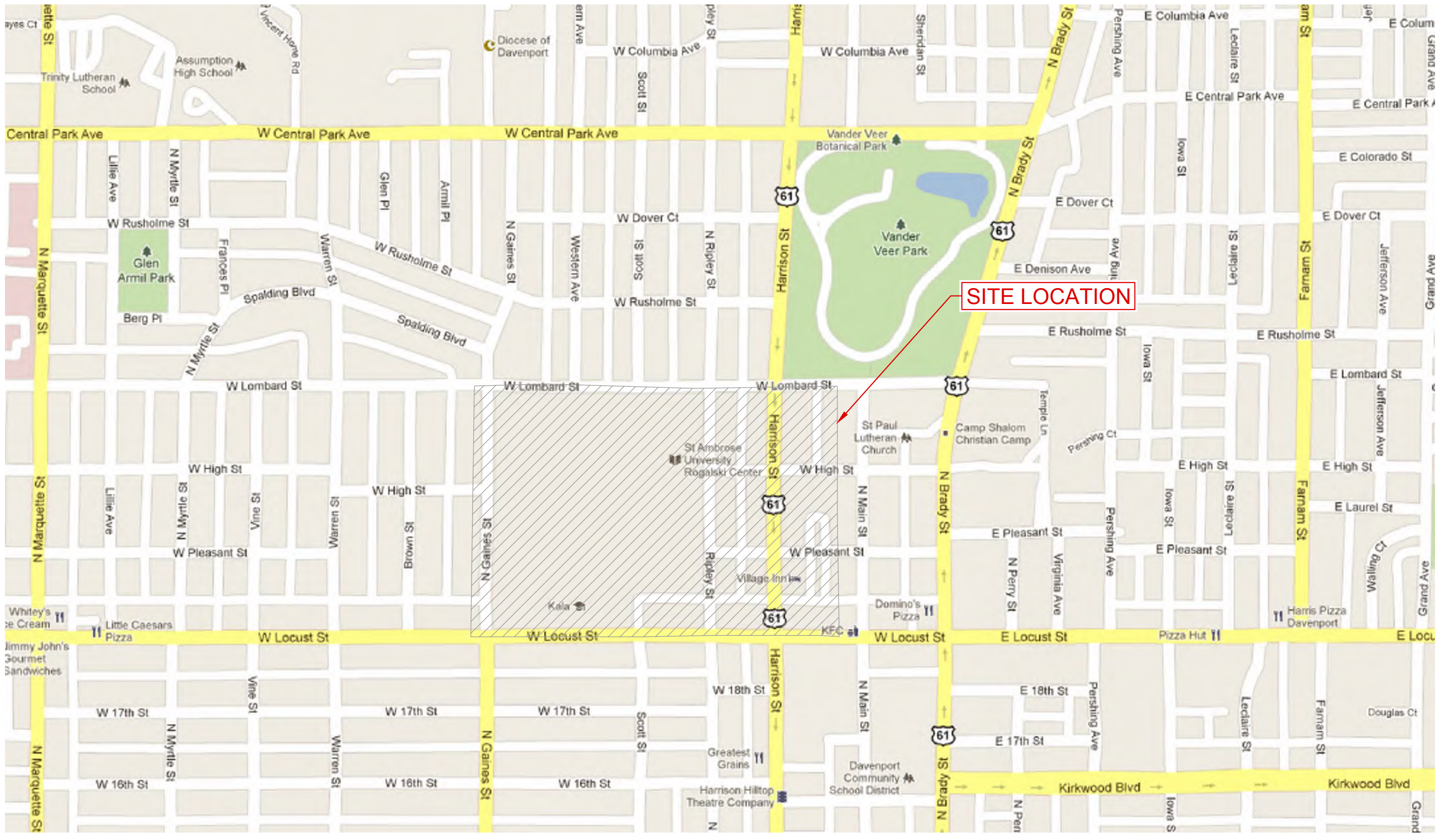
Request of St. Ambrose University for a Zoning Map Amendment (Rezoning) from the R-4 (Moderate Density Dwelling District) and C-2 (General Commercial District) to PID (Planned Institutional District) for all property within the main campus, and including all specified parcels located within the general boundaries of Lombard, Locust, Brown and Harrison Streets. The purpose of the request is to rezone the specified parcels in accordance with the university's adopted Campus Master Plan.



City Plan and Zoning Commission Case No. REZ12-01
St. Ambrose University Main Campus Rezoning
Davenport 2025 Proposed Land Use Map



Request of St. Ambrose University for a Zoning Map Amendment (Rezoning) from the R-4 (Moderate Density Dwelling District) and C-2 (General Commercial District) to PID (Planned Institutional District) for all property within the main campus, and including all specified parcels located within the general boundaries of Lombard, Locust, Brown and Harrison Streets. The purpose of the request is to rezone the specified parcels in accordance with the university's adopted Campus Master Plan.



VICINITY MAP
NOT TO SCALE

ST. AMBROSE UNIVERSITY
518 WEST LOCUST STREET
DAVENPORT, IA
563-333-6000

SOILS DATA

4000—Urban land	4162C—Downs-Urban land complex, 2 to 9 percent slopes	4162D—Downs-Urban land complex, 9 to 14 percent slopes	4291—Atterberry-Urban land complex, 0 to 2 percent slopes
Map Unit Setting	Map Unit Setting	Map Unit Setting	Map Unit Setting
Elevation: 700 to 1,400 feet	Elevation: 700 to 1,400 feet	Elevation: 700 to 1,400 feet	Elevation: 680 to 1,400 feet
Mean annual precipitation: 33 to 38 inches	Mean annual precipitation: 33 to 38 inches	Mean annual precipitation: 33 to 38 inches	Mean annual precipitation: 33 to 38 inches
Mean annual air temperature: 46 to 52 degrees F	Mean annual air temperature: 46 to 52 degrees F	Mean annual air temperature: 46 to 52 degrees F	Mean annual air temperature: 46 to 52 degrees F
Frost-free period: 170 to 200 days	Frost-free period: 170 to 200 days	Frost-free period: 170 to 200 days	Frost-free period: 170 to 200 days
Map Unit Composition	Map Unit Composition	Map Unit Composition	Map Unit Composition
Downs and similar soils: 50 percent	Downs and similar soils: 50 percent	Downs and similar soils: 50 percent	Atterberry and similar soils: 50 percent
Urban land: 40 percent	Urban land: 40 percent	Urban land: 40 percent	Urban land: 40 percent Minor components: 10 percent
Setting	Setting	Setting	Setting
Landform: Hillslopes	Landform: Hillslopes	Landform: Hillslopes	Landform: Flats
Landform position (two-dimensional): Shoulder, summit	Landform position (two-dimensional): Backslope	Landform position (two-dimensional): Backslope	Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluvial, side slope	Landform position (three-dimensional): Side slope	Landform position (three-dimensional): Side slope	Landform position (three-dimensional): Interfluvial
Down-slope shape: Convex	Down-slope shape: Convex	Down-slope shape: Convex	Down-slope shape: Linear
Across-slope shape: Convex	Across-slope shape: Convex	Across-slope shape: Convex	Across-slope shape: Convex
Parent material: Loess	Parent material: Loess	Parent material: Loess	Parent material: Loess
Properties and qualities	Properties and qualities	Properties and qualities	Properties and qualities
Slope: 2 to 9 percent	Slope: 9 to 14 percent	Slope: 9 to 14 percent	Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches	Depth to restrictive feature: More than 80 inches	Depth to restrictive feature: More than 80 inches	Depth to restrictive feature: More than 80 inches
Drainage class: Well drained	Drainage class: Well drained	Drainage class: Well drained	Drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)	Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)	Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)	Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.14 to 1.42 in/hr)
Depth to water table: More than 80 inches	Depth to water table: More than 80 inches	Depth to water table: More than 80 inches	Depth to water table: About 12 to 42 inches
Frequency of flooding: None	Frequency of flooding: None	Frequency of flooding: None	Frequency of flooding: None
Frequency of ponding: None	Frequency of ponding: None	Frequency of ponding: None	Frequency of ponding: None
Available water capacity: High (about 11.6 inches)	Available water capacity: High (about 11.6 inches)	Available water capacity: High (about 11.6 inches)	Available water capacity: High (about 11.8 inches)
Typical profile	Typical profile	Typical profile	Typical profile
0 to 8 inches: Silty loam	0 to 8 inches: Silty loam	0 to 8 inches: Silty loam	0 to 8 inches: Silty loam
8 to 60 inches: Silty clay loam	8 to 60 inches: Silty clay loam	8 to 60 inches: Silty clay loam	8 to 60 inches: Silty clay loam

INDEX OF SHEETS	
Sheet Title	Sheet Number
COVER SHEET	--
LAND USE PLAN	C-1
EXISTING CONDITIONS	C-2
SITE AREA AND SOILS PLAN	C-3
UTILITY PLAN	C-4
GRADING AND DRAINAGE PLAN	C-5
DATA SHEET	C-6
LANDSCAPE DETAIL SHEET	C-7

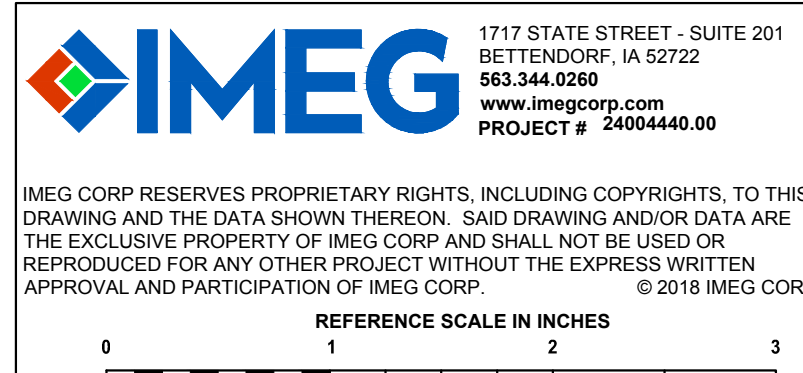
UTILITY NOTE

THE LOCATIONS OF THOSE BURIED AND ABOVE GROUND UTILITIES SHOWN ARE APPROXIMATE, ARE SHOWN FOR CONTRACTOR INFORMATIONAL USE ONLY, AND ARE NOT TO BE REFERENCED FOR CONSTRUCTION PURPOSES. THE IMPLIED PRESENCE OR ABSENCE OF UTILITIES IS NOT TO BE CONSTRUED BY THE OWNER, ENGINEER, CONTRACTOR, OR SUBCONTRACTORS TO BE AN ACCURATE AND COMPLETE REPRESENTATION OF UTILITIES THAT MAY OR MAY NOT EXIST ON THE CONSTRUCTION SITE. BURIED AND ABOVE GROUND UTILITY LOCATION, IDENTIFICATION, AND MARKING ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. REROUTING, DISCONNECTION, PROTECTION, ETC. OF ANY UTILITY MUST BE COORDINATED BETWEEN THE CONTRACTOR, UTILITY COMPANY AND OWNER. SITE SAFETY, INCLUDING THE AVOIDANCE OF HAZARDS ASSOCIATED WITH BURIED AND ABOVEGROUND UTILITIES, REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

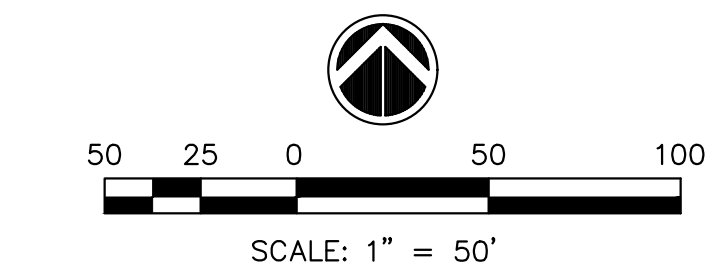
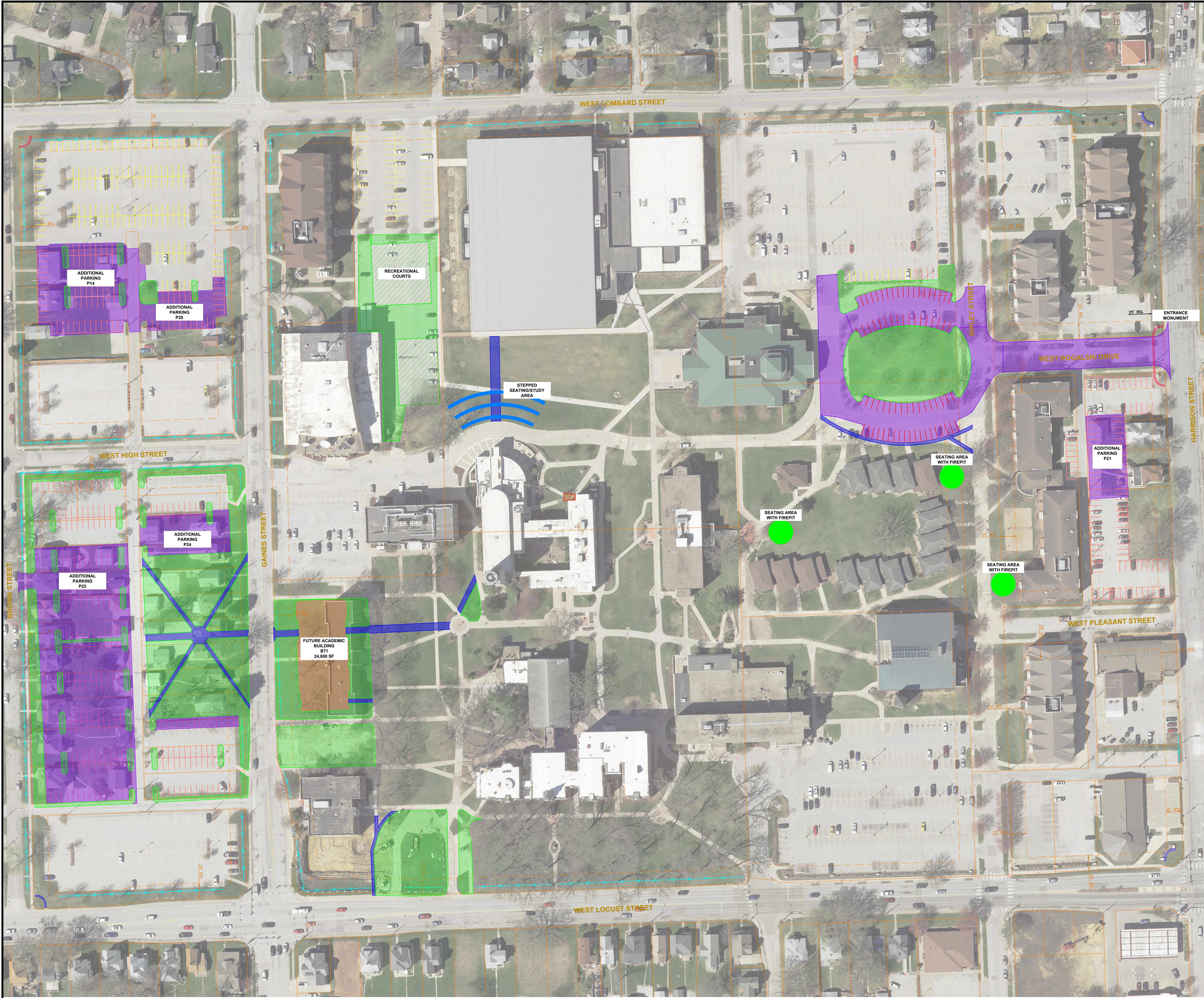


ST. AMBROSE UNIVERSITY IC
DAVENPORT, IOWA
COVER SHEET

IMEG Project No:
24004440.00
File Name:
COVER SHEET.dwg
© COPYRIGHT 2025
ALL RIGHTS RESERVED
Field Book No.####
Drawn By: KCK
Checked By: AEK
Date: 7/24/2025



Sunday, July 13, 2025 5:46:07 PM
G:\2024\24004440.00\DESIGN\DWG\C3D\POC\1- LAND USE PLANDING



LEGEND

- PROPOSED LANDSCAPE
- PROPOSED BUILDING
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- EXISTING PARKING
- PROPOSED PARKING
- EXISTING SIGNAGE
- PROPOSED SIGNAGE
- PROPOSED FENCE

GENERAL NOTES

1. ALL INFORMATION WAS GATHERED BY MULTIPLE RESOURCES AND LOCATION OF ALL FEATURES SHOWN IS APPROXIMATE.
2. ANY AND ALL PROPERTIES INCLUDED WITHIN THE BOUNDARIES OF THIS PID THAT DO NOT HAVE PROPOSED FURTHER USED SPECIFIED ON THE LAND USE PLAN AND/OR ON THE DATA SHEET, MAY CONTINUE TO BE USED AS THEY CURRENTLY EXIST AND/OR AS PERMITTED UNDER THE PID ZONING CLASSIFICATION. SAID PROPERTIES MAY ALSO BE USED FOR OPEN SPACE PURPOSES IN THE EVENT OF DEMOLITION OF AN EXISTING BUILDING OR GROUP OF BUILDINGS. ALL DEMOLITION SITES SHALL BE FILLED, GRADED LEVEL, AND AT A MINIMUM SHALL BE RESTORED WITH PLATED GRASS SEED OR SOO.
3. FENCE LOCATIONS AND OPENINGS DEPICTED ON THE MAP MAY BE ADJUSTED BASED ON NEIGHBORHOOD INPUT AND/OR FURTHER REVIEW DURING THE PRE-CONSTRUCTION PHASE.

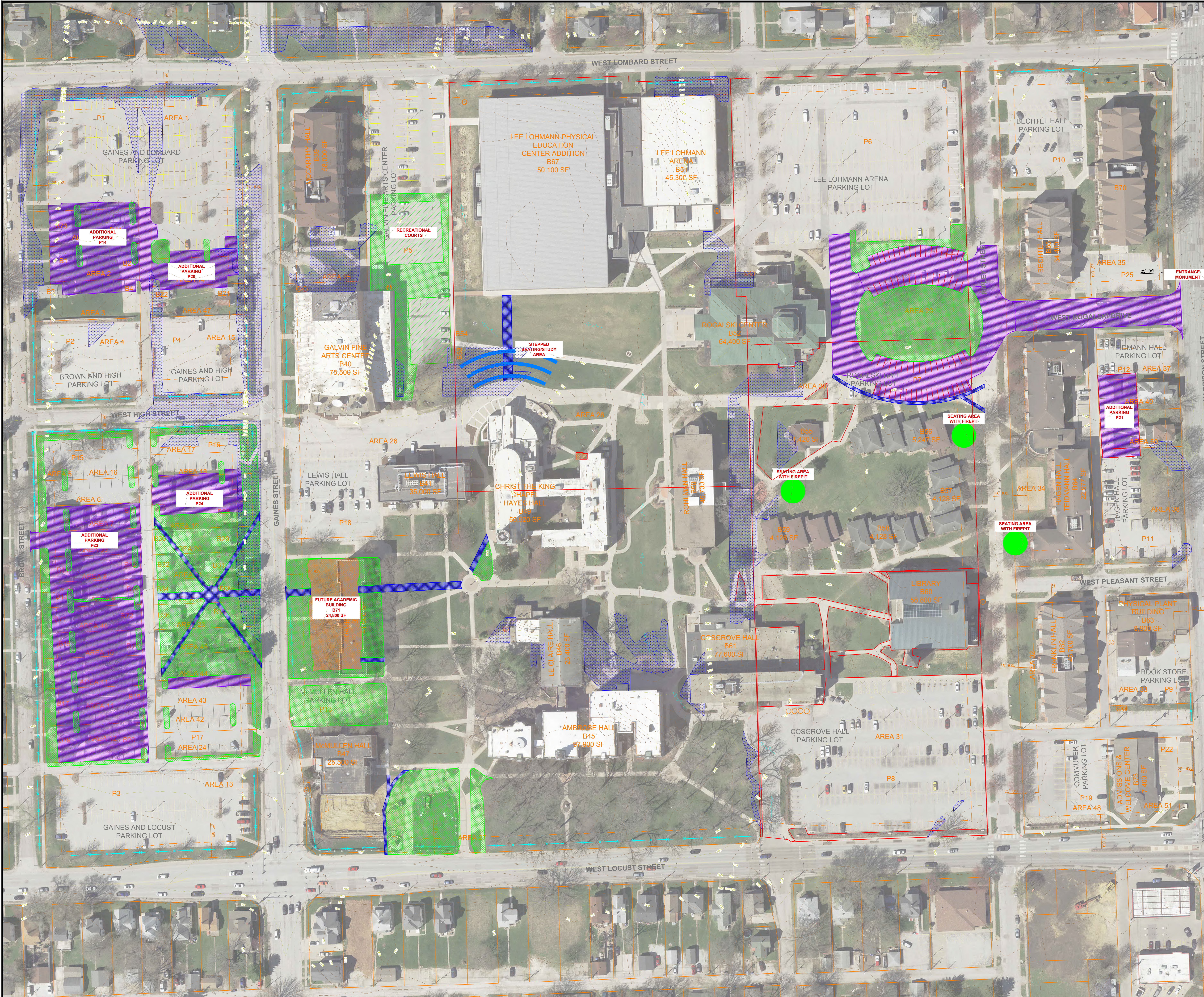
REVISIONS		DATE
No.	DESCRIPTION	



ST. AMBROSE UNIVERSITY IC
DAVENPORT, IOWA
LAND USE PLAN

IMEG Project No: 24004440.00
File Name: C-1 LAND USE PLAN.dwg
© COPYRIGHT 2025 ALL RIGHTS RESERVED
Field Book No:####
Drawn By: KCK
Checked By: AEK
Date: 7/24/2025
C-1
Sheet 2 of 8

Sunday, July 13, 2025 5:51:32 PM
G:\2024\24004440\DESIGN\DWG\CD\PTC-5 GRADING AND DRAINAGE PLANDING



50

25

0

50

100

SCALE: 1" = 50'

GENERAL NOTES

1. ALL INFORMATION WAS GATHERED BY MULTIPLE RESOURCES AND LOCATION OF ALL FEATURES SHOWN IS APPROXIMATE.

LEGEND

PROPOSED LANDSCAPE

PROPOSED BUILDING

PROPOSED PAVEMENT

PROPOSED SIDEWALK

SLOPES > 10%

EXISTING PARKING

PROPOSED PARKING

PROPOSED PARKING

REVISIONS		DESCRIPTION	DATE
No.			

IMEG

303 N. LEBOA STREET
SUITE 201
DAVENPORT, IA 50801
PH: 319.385.6410
WWW.IMEGDESIGN.COM

ST. AMBROSE UNIVERSITY IC

DAVENPORT, IOWA

GRADING AND DRAINAGE PLAN

IMEG Project No:
24004440.00

File Name:
C-5 GRADING AND DRAINAGE
PLAN.dwg
© COPYRIGHT 2025
ALL RIGHTS RESERVED

Field Book No:####

Drawn By: KCK

Checked By: AEK

Date: 7/24/2025

C-5

Sheet 6 of 8

Assessment Required

To ensure St. Ambrose University (The University) is providing the best facilities to meet the current and future needs of its student population, the University commissioned an Updated Campus Master Plan in 2023. After reviewing the recommendations from the study with its Board of Trustees, faculty and staff, the University is presenting the following plan to the Plan and Zoning Commission and the Daventon City Council for its review and approval. Because the plan differs from previously approved plans, an amendment is required.

- Library – Houses the University's library and informational technology departments.
- Cogrove Hall – Residence rooms on the top four floors (224 beds), cafeteria on the main level and a student lounge and offices in the basement.
- University Townhouses – Townhouse-style residence hall (104 beds).
- Fowler Center – Houses faculty offices.
- Admissions and Welcome Center – Houses the Admissions and Admissions Operations staff.
- Kessler Hall (south of Locust Street) – Houses administrative offices.

The University also owns numerous houses that are leased to undergraduate students. These houses hold 78 beds.

Enrollment:

The University's enrollment has decreased 28.2% since 2014. The undergraduate enrollment has mirrored these numbers with total undergraduate enrollment decreasing 27.7% since 2014. Graduate enrollments are down 29.9% since 2014. A chart showing total enrollment, undergraduate enrollment and graduate enrollment is shown below:

General:

The University is a private, Catholic, coeducational, liberal arts institution of higher education. The University is organized as an Iowa nonprofit corporation and is a tax-exempt charitable organization described in Section 501(c)(3) of the Internal Revenue Code. The main campus of the University is located at 518 West Locust Street in Daventon, Iowa, on a total of approximately 40.0 acres. The main campus is bordered by Locust Street to the south, Harrison Street to the east, Lombard Street to the north and Brown Street to the west. The campus proper appears to end at Gaines Street to the west, but the University owns most of the houses and property between Gaines and Brown Streets.

University Buildings:

The University's main campus has 24 major buildings including classroom/office facilities, student residence halls, and a feed house. These buildings and their main usage are listed below:

- Ambrose Hall – Administrative offices, classrooms and faculty offices.
- Higgins Hall – Classrooms and faculty offices.
- McMullen Hall – Classrooms and faculty offices.
- Davis Hall – Single room residence hall (119 beds) with some offices in the basement.
- Lewis Hall – Science classrooms, labs and faculty offices.
- Galvin Fine Arts Center – Performing arts venue, classrooms, faculty offices, and TV and radio studios.
- McCarthy Hall – Basement and first floor house classrooms. Residence hall rooms on floors two through four (92 beds).
- Christ the King Chapel – University chapel with faculty and staff offices located in the basement.
- Hayes Hall – Classrooms and labs in addition to faculty offices.
- Rothman Hall – Residence Hall (202 beds).
- Wellness and Recreation Center and Lee Lohmann Arena – Competition arena, fitness, weight rooms, fitness areas, locker rooms, classroom and staff offices.
- Rogalski Center – Student Center, ballrooms, food court and staff offices.
- North Hall – Residence Hall (159 beds).
- Bechtel Hall – Residence Hall (140 beds).
- Tiedemann Hall – Residence Hall (123 beds).
- Hagen Hall – Residence Hall (160 beds).
- Franklin Hall – Residence Hall (202 beds).
- Physical Plant Building – Houses the Maintenance and Housekeeping staff.

Gaines and Brown Streets can be found at Appendix II. The shaded areas are owned by the University. There are five properties between Gaines and Brown Streets owned by the University.

Drawing of the Development:

See attached map of the proposed development plan in Appendix II, sheet 2 of 8.

Number of Gross Acres in the Project

The total number of gross acres between Locust, Harrison, Lombard and Brown Streets is 49.0.

Existing and Proposed Parking Spaces

The University has 1,695 available parking spots in the fall of 2024. The proposed changes to campus will utilize the majority of the existing parking stalls and will supplement them with new parking mostly added between Gaines and Brown Streets. An updated table of net parking spaces after the new master plan has been implemented can be seen below.

#	Initiative	Spaces
Main Campus Parking Spaces		1,598
1	Elimination of St. Michael's Circle	(12)
2	Lower Galvin Parking Lot (new recreation courts)	(75)
3	Elimination of McMullen Hall Lots	(77)
4	New Parking Lots between Gaines and Brown Street	218
5	Tiedemann & Hagen Hall Parking Lot	26
6	New Campus Entry at Rogalski	18
		1,758

This would generate 160 new parking spots. The University realizes that a certain amount of new parking spots are to be built in an area where all the properties have not been acquired. The University will commit to a condition when no parking will be eliminated until a similar number of new spots have been built. That is, unless it can be shown the demand for parking has decreased and replacement spots are not needed.

Parking Ratio

With the implementation of zone parking, many of the lot assignments the University used in the past have gone away. The lots west of Gaines Street are used by a combination of commuter students, residential students and faculty and staff. The self-selection of the most convenient parking has increased the usage of these lots since zone parking was implemented. However, because these lots are shared by multiple users throughout the day, it is not possible to calculate a parking ratio for each user group. For the fall of 2024, there are 564 Zone One spots available, and 690 permits were sold for a ratio of 1.0 to 1.0. In Zone Two, there are 680 spots available, and 600 permits were sold, for a ratio of 0.83 to 1.0. This is somewhat misleading as students who park at our Center for Health Science Education on Lombard and Margaret Streets are also able to park in Zone Two. Many do so infrequently, so the ratio is closer to .96 to 1.0. There is also a place where commuters and graduate students park. As they are here less often, this also increases the ratio. In Zone Three, there are 93 spots available and only 29 are sold for a ratio of 3.2 to 1.0.

Existing and Proposed Building Locations

A map showing the existing and proposed building pad locations can be seen in Appendix II, sheet 2 of 8. The building area, number of stories, a list of proposed uses and gross floor area can be seen below:

Building	Height	Stories	Area	Use	Build/ Renowned	
Ambrose Hall	25.00	4.0	48	24,300	Classrooms, offices	1982/1994
Higgins Hall	23.40	3.0	40	12,822	Offices, classrooms	1930/1987
McMullen Hall	42.10	9.0	38	14,136	Classrooms, offices	1942/1997
Davis Hall	42.00	4.0	40	7,504	Residence Hall	1922/1941
Lewis Hall	20.00	3.0	40	8,601	Classrooms, offices, labs	1982/1981
Galvin Fine Arts Center	70.00	3.0	40	29,520	Auditorium, classrooms	1989/2003
Christ the King Chapel/Hayes Hall	34.00	1.0	36	15,300	Chapel, offices, classrooms	1952/2008
Bechtel Hall	40.00	4.0	40	11,100	Classrooms, offices, labs	1989/1981
PE Center and Lee Lohmann Arena	60.00	3.0	40	32,884	Competition arena, fitness, weight rooms	2003/2003
Wellness and Recreation Center	60.00	3.0	40	32,884	Competition arena, fitness, weight rooms	2003/2003
Rogalski Center	60.00	3.0	40	32,884	Competition arena, fitness, weight rooms	2003/2003
Tiedemann/Hagen Hall	34.00	4.0	40	9,004	Classrooms, offices, labs	1989/1981
Franklin Hall	46.00	7.0	40	12,444	Classrooms, offices, labs	2003/2003
Physical Plant Bldg	8.00	1.0	36	9,174	Physical Plant Shop	1982/1989
Library	58.00	3.0	36	15,120	Classrooms, offices, labs	2003/2003
Cogrove Hall	36.00	3.0	36	15,120	Classrooms, offices, labs	2003/2003
University Townhouses	60.00	2.0	24	17,616	Residence Hall	2003/2003
North Hall	54.00	4.0	40	14,136	Residence Hall	2003/2003
Admissions and Welcome Center	2.00	2.0	12	7,400	Offices	2003/2003
Total	1,110.38			390,332		

Proposed:	24,800	2.0	41	12,400	Classrooms, labs, offices
New academic building	(21,000)	2.0	40	(8,400)	
Lewis Hall demolition	(16,000)			(16,000)	
Davis Hall demolition	(16,000)			(16,000)	
Total	1,110.38			390,332	



BROWN STREET & LOCUST STREET



HARRISON STREET & LOMBARD STREET

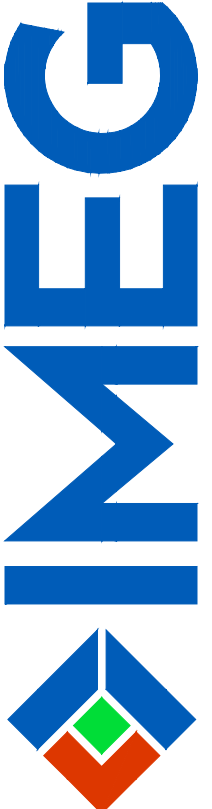


HARRISON STREET & LOCUST STREET

EXISTING CAMPUS
MONUMENT SIGNS



CAMPUS EDGE EXAMPLES

REVISIONS		DATE
No.	DESCRIPTION	
 3231 N. LEROUX STREET FLAUGSTAD, AZ 86001 PH: 520.250.0410 www.imeg.com		
ST. AMBROSE UNIVERSITY IC DAVENPORT, IOWA		LANDSCAPE DETAIL SHEET
IMEG Project No: 24004440.00		
File Name: COVER SHEET.dwg		
© COPYRIGHT 2025 ALL RIGHTS RESERVED		
Field Book No:####		
Drawn By: KCK		
Checked By: AEK		
Date: 7/24/2025		
C-7		
Sheet 8 of 8		

St. Ambrose Institutional Campus – Storm Water Narrative (updated)
July 28, 2025

Proposed Parking Lots P14 and P20

Existing underground detention below parking lot P1 between Gaines Street and Brown Street, and boarded by West Lombard to the north, will be modified to accept additional runoff produced from the proposed parking lots P14 and P20. All runoff conveyance and detention will be per city of Davenport storm water runoff requirements and will detain the 100-year proposed event and release at the existing condition 5-year event while meeting the recharge volume requirements.

Proposed Parking Lots P23 and P24

Storm water runoff from proposed parking lots P23 and P24 shall be directed towards inlets throughout the lots and stored in a new underground detention system located within footprint of the new parking lots. The system will store the 100-year proposed storm event and release at the 5-year existing runoff release rate per city of Davenport storm water runoff requirements. In addition to this, the system will also meet the city's recharge volume requirements. Storm water outflow from the proposed underground detention system shall be conveyed to the east where it shall release to an existing storm sewer line within the east boulevard of the Gaines Street right of way.

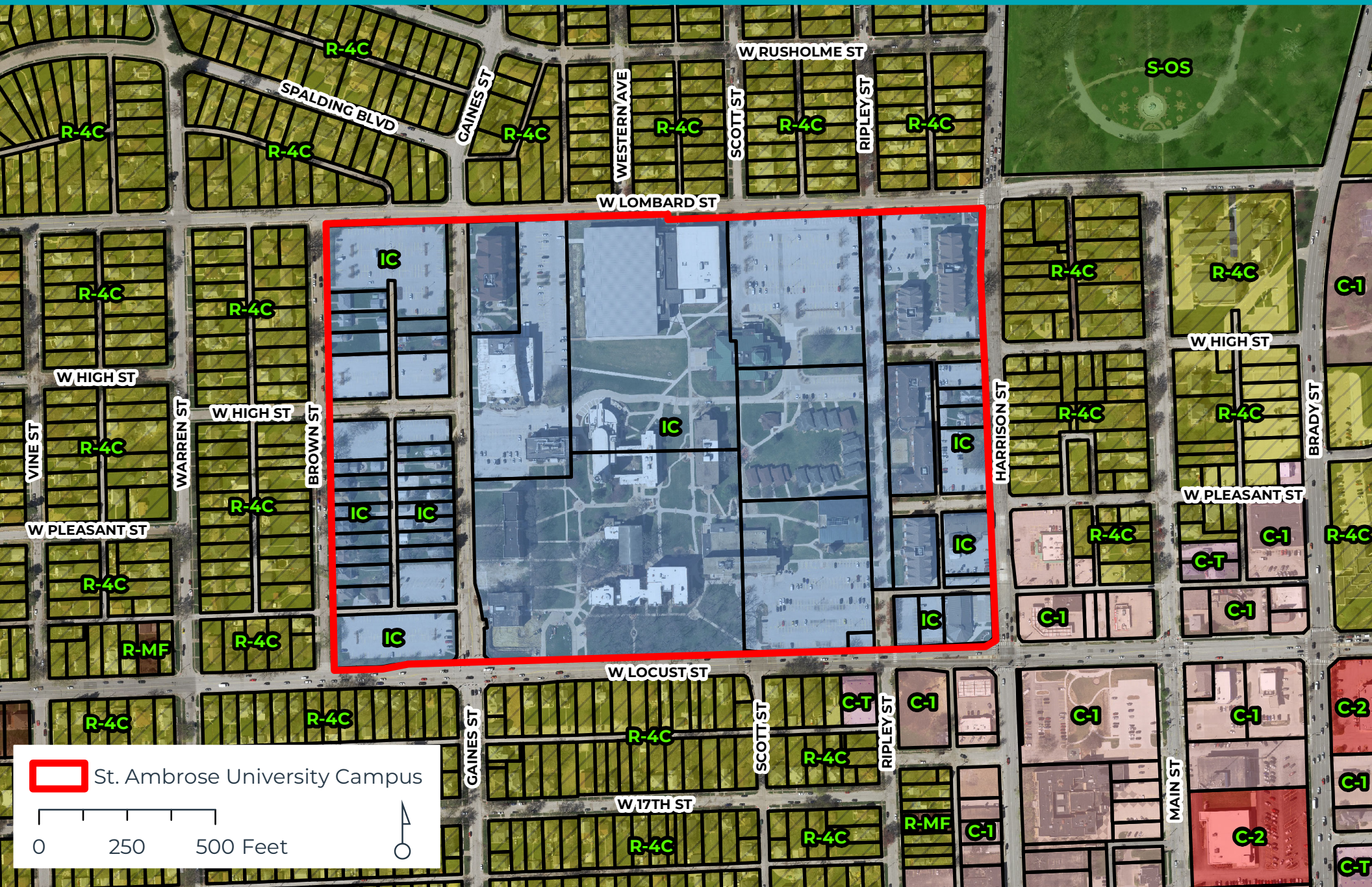
Proposed Building B71

All runoff produced from the future Academic Building, B71, will be directed to the adjacent greenspace to the south of the building. Storm water detention will be provided in this area to store the proposed 100-year event and release at the existing condition 5-year release, while meeting recharge volume requirements per the City of Davenport storm water ordinance. This basin will also be sized to accommodate an equivalent volume from the existing underground detention that was installed for the 2018 McMullen Hall Addition, which will be removed with the removal of the existing parking lot in this area.



Zoning Map | Case ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]



St. Ambrose University Campus

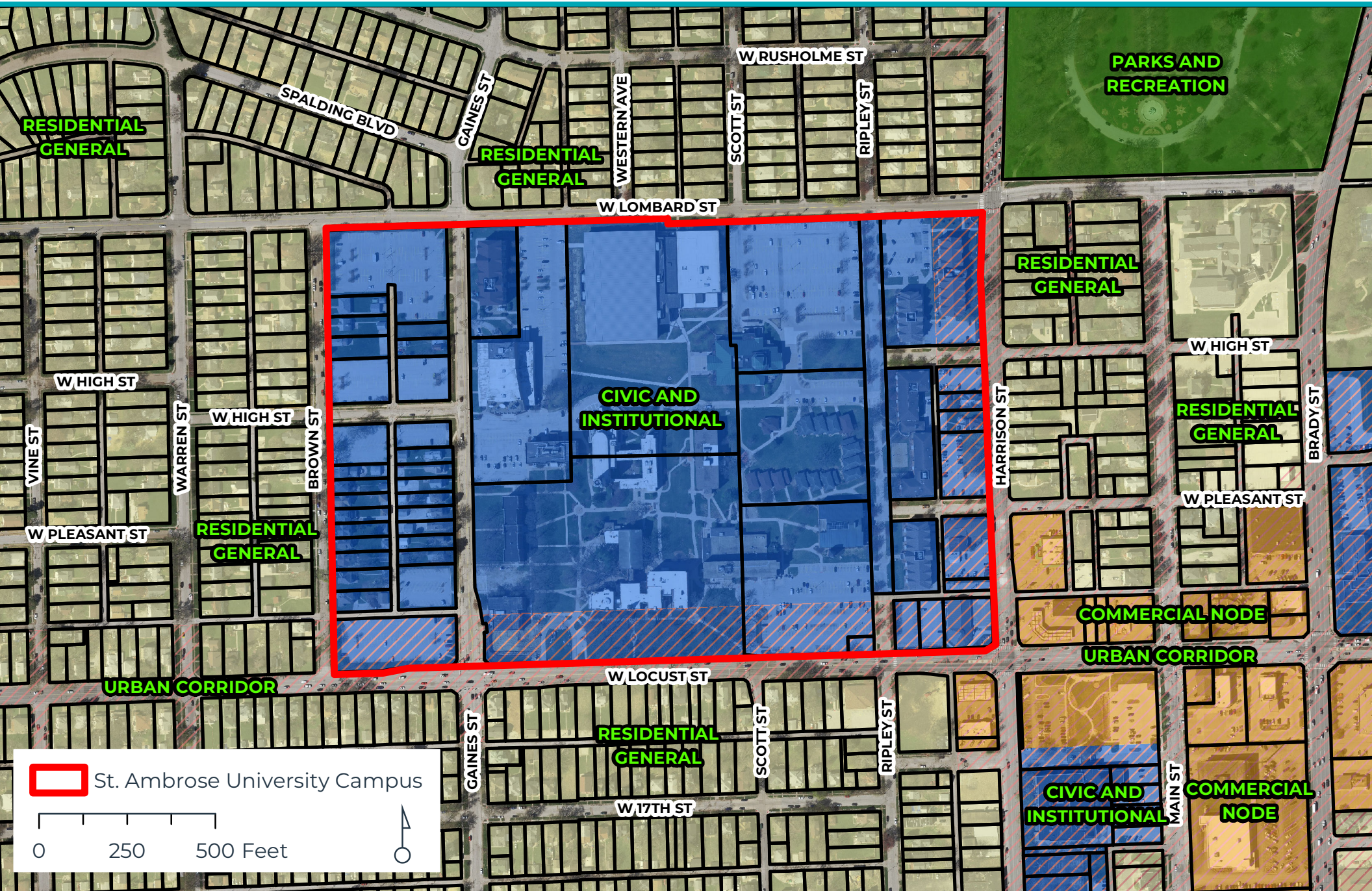
0 250 500 Feet





Future Land Use Map | Case ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]



St. Ambrose University Campus

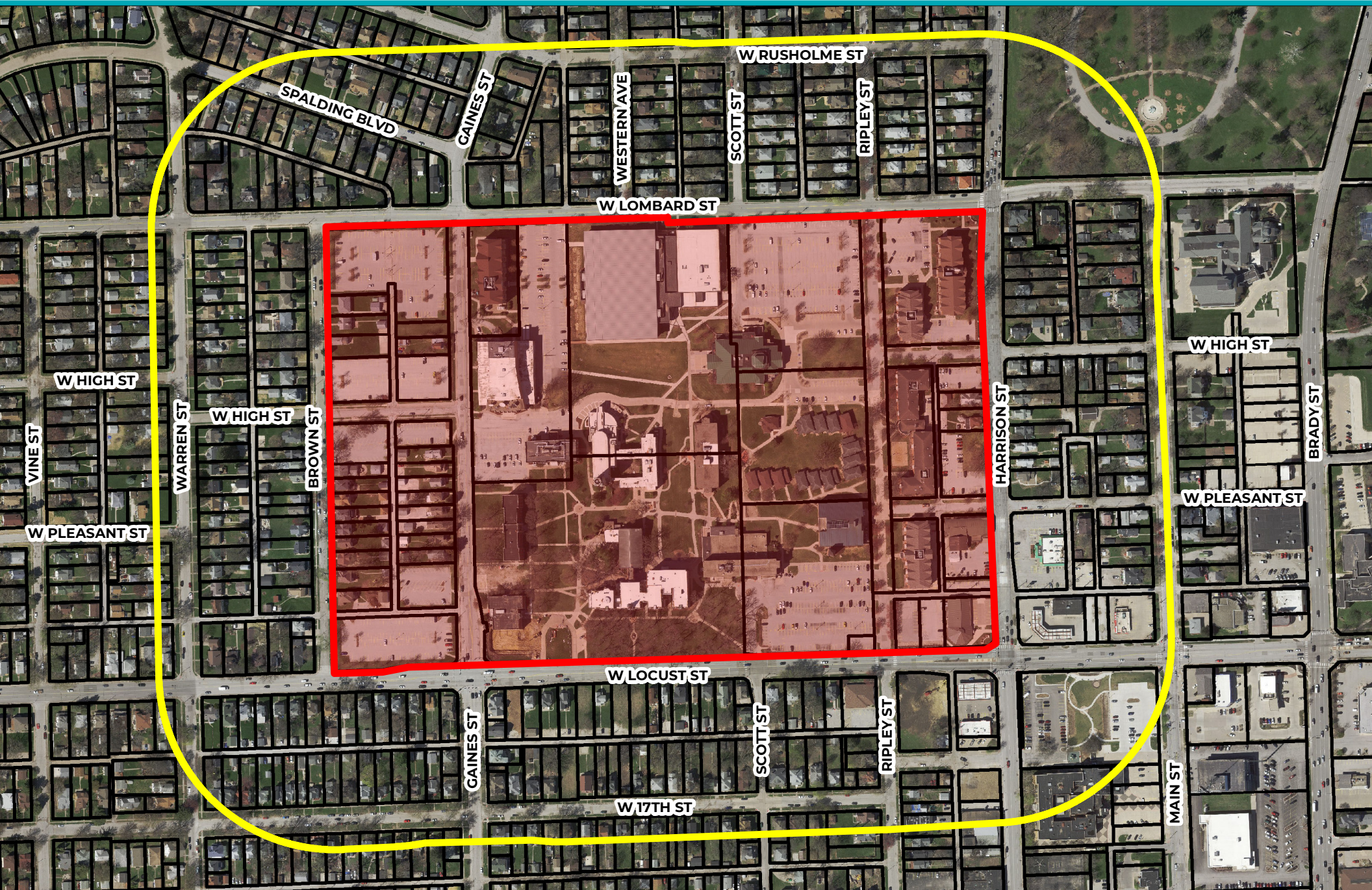
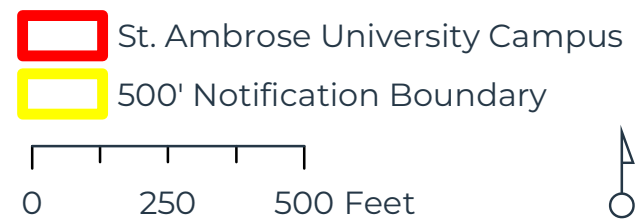
0 250 500 Feet





Public Notice Map | Case ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]





PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 500 feet of the St. Ambrose University Campus

Committee of the Whole Public Hearing Meeting

Date: 9/3/2025

Time: 5:30 PM

Location: Council Chambers | City Hall | 226 West 4th St.

What is this About?

This notice is being sent to inform you that a public hearing will be held for a request to amend the Campus Land Use Plan for St. Ambrose University. The subject property is currently zoned IC Institutional Campus District. Following input from the community at the March 18, 2025 Plan and Zoning Commission meeting, St. Ambrose University has submitted a revised Campus Land Use Plan. The major amendments to the campus include an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus. The University elected to not pursue the construction of a new Center for Performing Arts, which was previously planned in the current Rogalski Center parking lot. See the attached revised Campus Master Plan for more information.

Request/Case Description:

Case ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

Plan and Zoning Commission Recommendation:

At its August 19, 2025 meeting, the Plan and Zoning Commission recommended Case ORD25-01 be forwarded to the City Council with a recommendation for approval subject to the listed findings and conditions:

Findings:

1. The land use plan is consistent with the Davenport +2035 Future Land Use Plan, which identifies the property as Civic and Institutional.
2. The land use plan amendment is appropriate for an 'Educational Facility-University or College'.
3. The proposed land use plan is generally consistent with the established institutional character of the area; however, the expanded parking west of Gaines Street will necessitate the removal of an existing residential neighborhood.
4. The land use plan is consistent with the principal uses permitted within the IC Institutional Campus District.
5. The proposed zoning map amendment promotes the public health, safety, and welfare of the City.
6. The proposed Campus Land Use Plan does not create any nonconformities.

Conditions:

1. The fencing plan shall replicate the brick pillars and black ornamental fencing currently in place along Harrison Street and shall incorporate robust landscaping to delineate the campus from adjoining neighborhoods.
2. No net loss of off-street parking spaces shall occur as a result of development unless supported by documentation demonstrating a reduction in parking demand.

What are the Next Steps after the Public Hearing?

The public hearing on the above matter is scheduled for 5:30 p.m. on September 3, 2025 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

Would You Like to Submit an Official Comment?

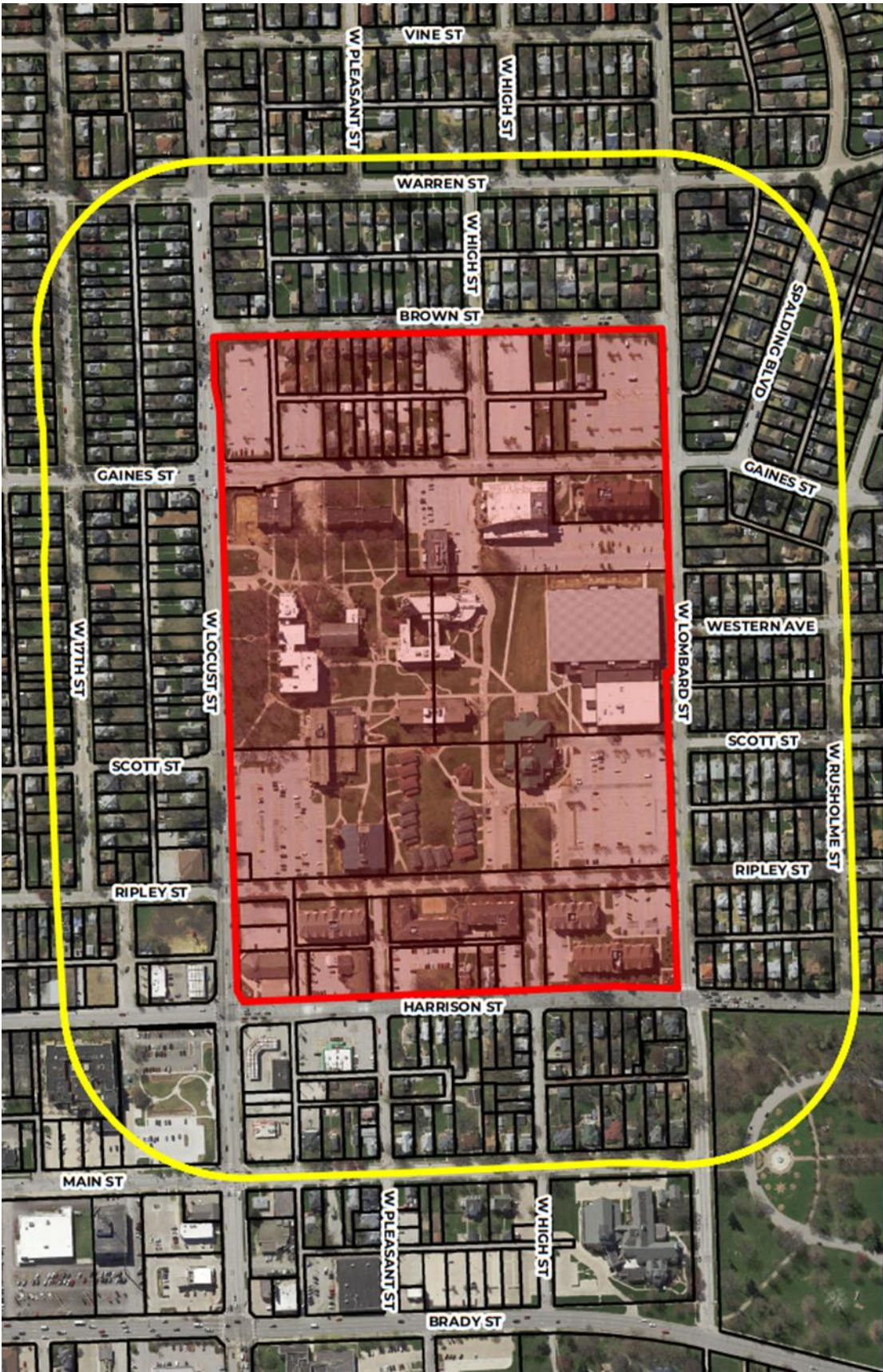
You may submit written comments on the above item or attend the public hearing to express your views, or both. Written comments may be sent via email to mayor.info@davenportiowa.com or mailed to the Development and Neighborhood Services Department, at the below address, no later than 12:00 noon on the 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 ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

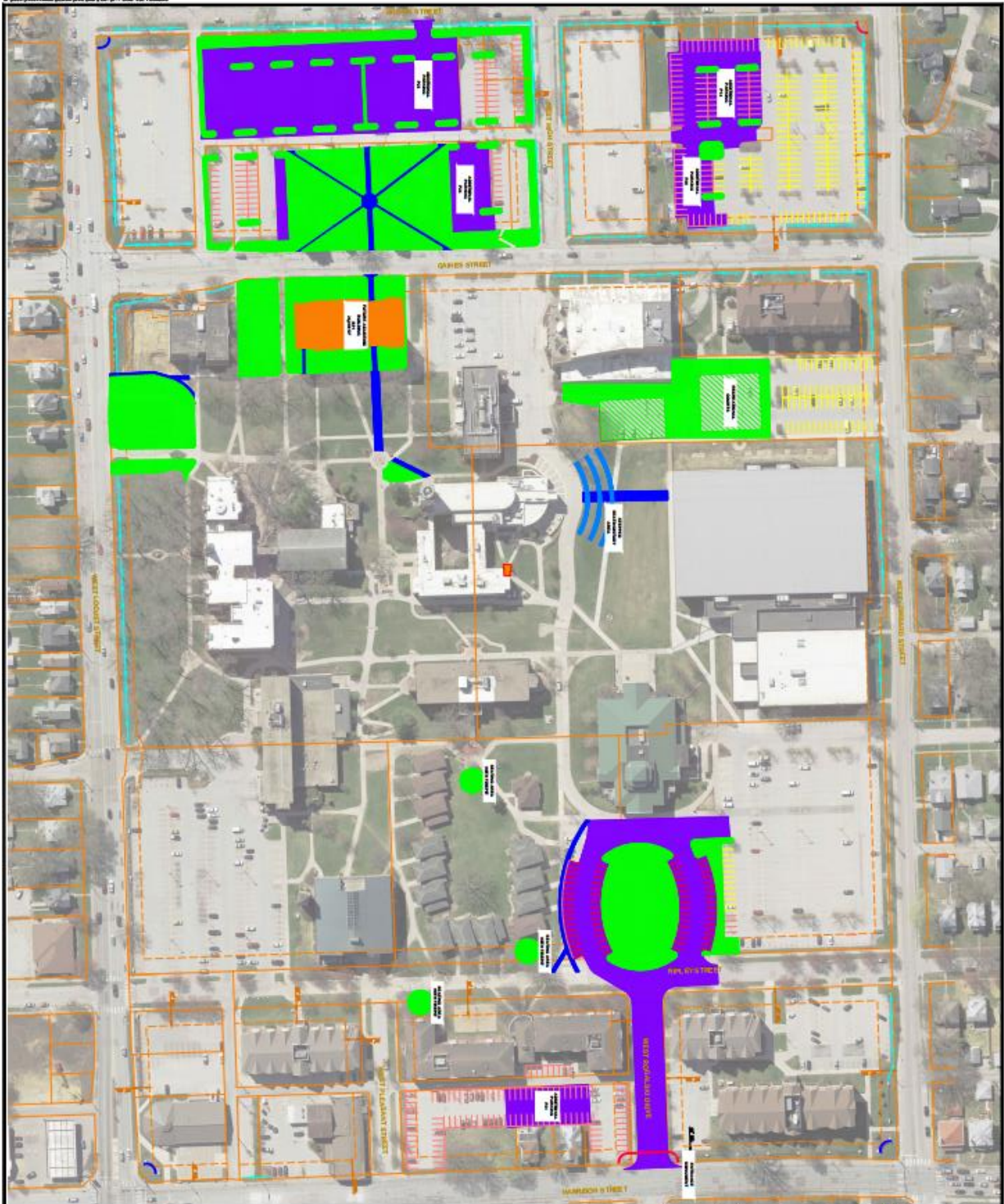


 St. Ambrose University Campus

 500' Notification Boundary

0 250 500 Feet





ST. AMBROSE UNIVERSITY IC
DAVENPORT, IOWA
LAND USE PLAN

IMEG
 1200 EAST 46TH STREET
 DAVENPORT, IOWA 52802

REVISIONS

NO.	DESCRIPTION	DATE

LEGEND

- Green: Institutional
- Yellow: Commercial
- Orange: Residential
- Blue: Industrial
- Red: Other

NOTES

1. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

2. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

3. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

4. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

5. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

6. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

7. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

8. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

9. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

10. THE LAND USE PLAN IS A PRELIMINARY PLAN AND IS SUBJECT TO CHANGE WITHOUT NOTICE.

Scale

1" = 100'

Sheet 2 of 3

C-1

DATE

05-15-2024

BY

J. HARRIS



PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 500 feet of the St. Ambrose University Campus

Neighborhood Meeting

Date: 8/4/2025

Time: 6:30 PM

Location: Rogalski Center Ballroom | 518 West Locust Street

Plan & Zoning Commission Public Hearing Meeting

Date: 8/5/2025

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 request to amend the Campus Land Use Plan for St. Ambrose University. The subject property is currently zoned IC Institutional Campus District. Following input from the community at the March 18, 2025 Plan and Zoning Commission meeting, St. Ambrose University has submitted a revised Campus Land Use Plan. The major amendments to the campus include an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus. The University elected to not pursue the construction of a new Center for Performing Arts, which was previously planned in the current Rogalski Center parking lot. See the attached revised Campus Master Plan for more information.

Request/Case Description:

Case ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

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

The Plan and Zoning Commission will hold a formal public hearing at their meeting on August 5, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on August 19, 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 Development & Neighborhood Services Department.

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?

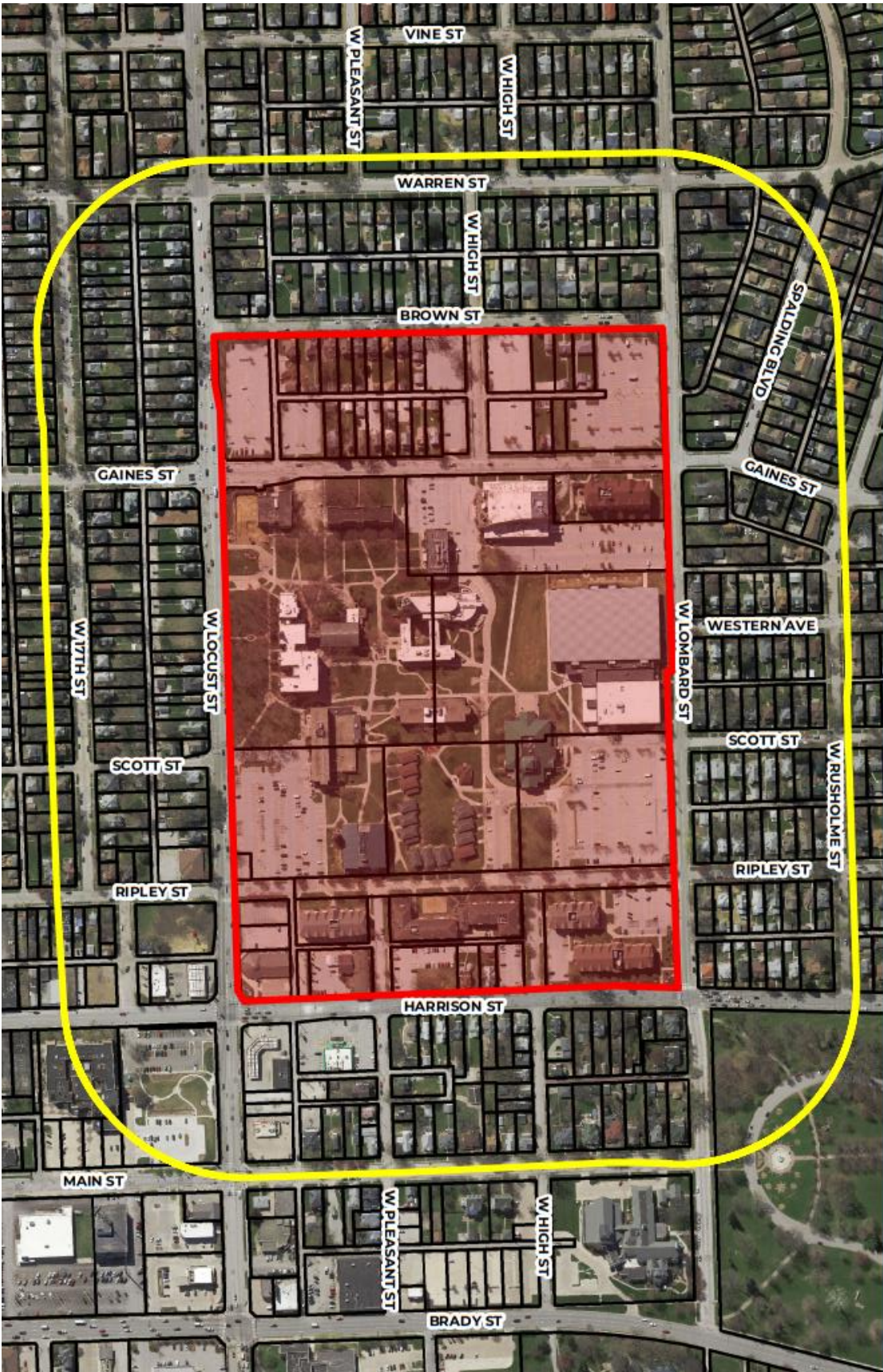
If you have any questions or if accommodations are needed for any reason, please contact the Development & Neighborhood Services Department at planning@davenportiowa.com or 563-326-6198. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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 ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]



 St. Ambrose University Campus
 500' Notification Boundary



Neighborhood Meeting Attendance List

Date: 08/04/2025

Time: 6:30 pm

Location: Rogalski Center Ballroom

Case:

Case ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

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	Jayne Hildebrand			1925 Brown St
2	David Kisner			2011 Warren St.
3	Nathan Truninger	nathan.truninger@gmail.com		818 W 17th St
4	DON + FRAN EISENTRAGEN			609 W 17th St
5	Linda + Steve Fish			2303 Western Ave.
6	Karen + Myles Metzger			2230 Western Ave.
7	BRIAN KRAMER	BRIAN@HILLTOPCAMPUSVILLE.ORG		
8	Bob Ingram PEZ			37210 W 60th St DAD
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				



PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 500 feet of the St. Ambrose University Campus

Neighborhood Meeting

Date: 3/6/2025

Time: 6:30 PM

Location: Rogalski Center Ballroom | 518 West Locust Street

Plan & Zoning Commission Public Hearing Meeting

Date: 3/18/2025

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 request to amend the Campus Land Use Plan for St. Ambrose University. The subject property is currently zoned IC Institutional Campus District. The major amendments to the campus include a new Center for Performing Arts located in the current Rogalski Center parking lot, an improved entrance to the campus at West Rogalski Drive, outdoor recreation facilities between McCarthy Hall and the Wellness Center, a new academic building north of McMullen Hall, expanded parking in the properties between Brown and Gaines Street, and expanded greenspaces throughout the interior of the campus. See attached Campus Master Plan for more information.

Request/Case Description:

Case ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

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

The Plan and Zoning Commission will hold a formal public hearing at their meeting on March 18, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on April 1, 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 Development & Neighborhood Services Department.

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?

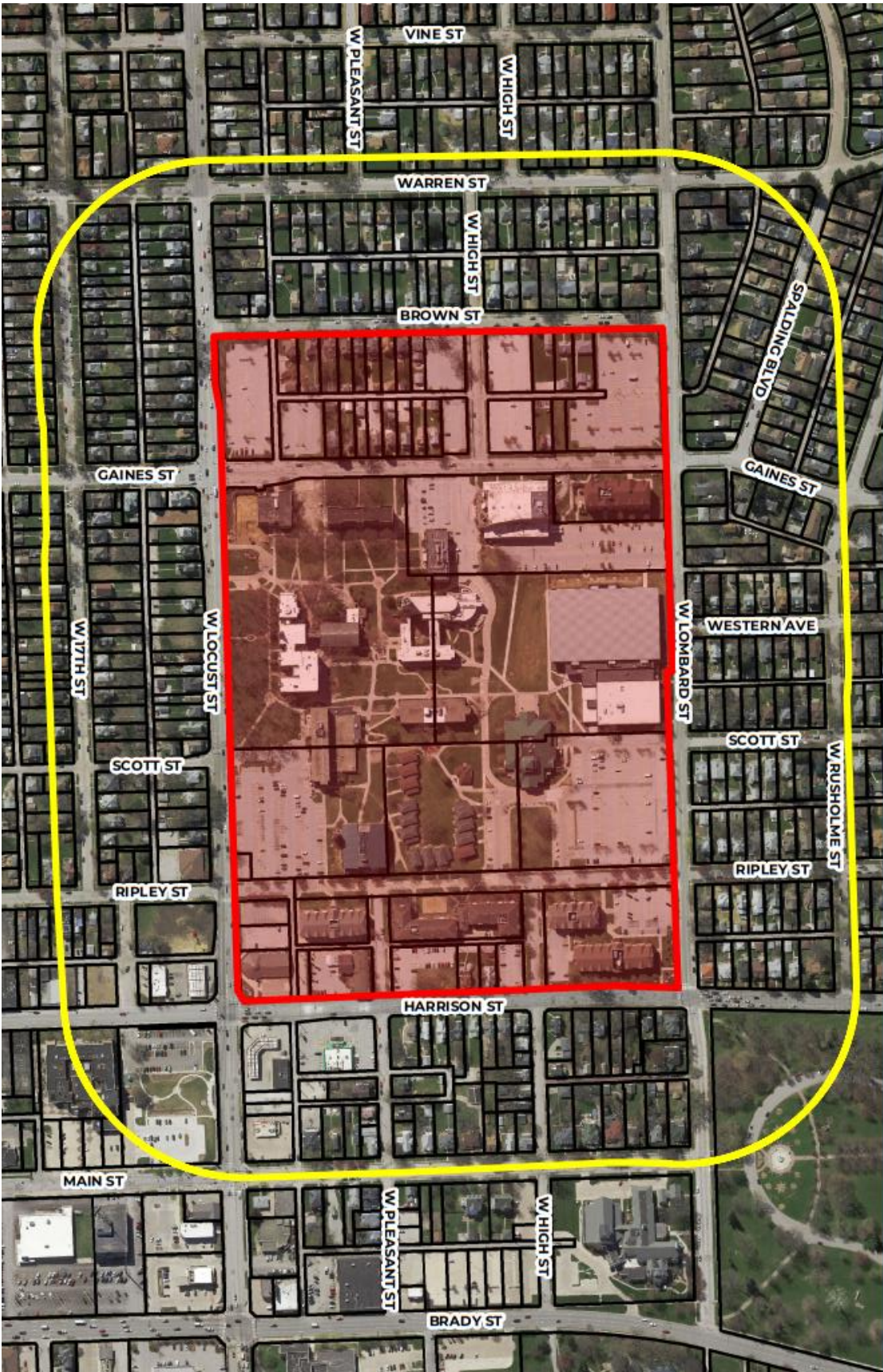
If you have any questions or if accommodations are needed for any reason, please contact the Development & Neighborhood Services Department at planning@davenportiowa.com or 563-326-6198. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

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 ORD25-01

Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]



 St. Ambrose University Campus

 500' Notification Boundary



Neighborhood Meeting Attendance List

Date: 03/06/2025

Time: 6:00 pm

Location: Rogalski Center Ballroom | 518 W Locust St

Case:

ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

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 Don Mayes	mayesdon8@gmail.com	(563) 508-9576	1521 Gaines
2 Kyle Gripp	Kyle.Gripp@cityofdavenport	(361) 940-7072	4819 Belle
3 Bob Inghram	BINGHRAM88@GMAIL	563.3490341	3740 W 60 TH
4 Jayne Hildebrandt + Shelly Tucker			1925 Brown St
5 Jazmin Newton	jazmin.newton@cityofdavenport		
6 Alex Krist	alex.e.krist@imgcorp.com		
7 Jade Burkholder	jade.burkholder@cityofdavenport		
8 Steve Evans	sdevans6@gmail.com	563-650-4196	2219 Scott St.
9 Erica Thomas	erica.gth.thomas@gmail.com	6	
10 DEBBIE MUMM ^{aka Duffell}	Minimums@mchsi.com		2216 Ripley
11 DON & FRANK EISENTRAGER			609 W 17th St
12 Chad Miller	Squ@millerrwks.com		
13 Bill Peterson	william.peterson@augustavale.com		2637 Esplanade
14 Karen Metzger	metzgers6@mchsi.com	563-484-1193	2230 Western Ave
15 Lynne Schelly	lynneschelly@gmail.com		2216 Scott DAV 309-255 4199
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Neighborhood Meeting Attendance List

Date: 03/06/2025

Time: 6:00 pm

Location: Rogalski Center Ballroom | 518 W Locust St

Case:

ORD25-01: Request of St. Ambrose University to amend the Campus Land Use Plan, bounded by Harrison Street, West Locust Street, Brown Street, and Lombard Street. [Ward 4]

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	Veronica	VeronicaFayne90@gmail.com	563 650 8280	
2	Ruel Dimp			
3	Sarah Eikleberry	eikleberry.sj@gmail.com	(319) 930-7820	
4	Steve Fish	stevelindafish@gmail.com	563 323 8519	
5	PAUL & LYNN SCHULY	PAUL@JHLAAS.COM	563.320.4940	
6				2216 SCOTT ST.
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

August 1, 2025

Dear Plan and Zoning Commission:

We are writing this letter as property owners within 500 feet of the St. Ambrose University Campus. In fact, this letter represents FOUR properties within this boundary (on Lombard, Spalding, and Rusholme). **Therefore, we are writing in OPPOSITION of the request to amend the Campus Land Use Plan for St. Ambrose University.**

While we know that our opinions probably do not matter when it comes to St. Ambrose University and their actions, we feel it is a right of ours to express our concern for their request. St. Ambrose has shown over the years (St. Vincent Facility, Building of the Wellness and Recreation Facility, etc.) that they will get their way and are not concerned about neighbors' opinions. In fact, they will find a loophole to go ahead and build even though there is opposition amongst the neighborhood. We feel that neighbors have stopped voicing their opinions anymore because they know it will not be heard or valued and St. Ambrose will always get THEIR WAY.

As property owners on Lombard street, we have definite concerns about the proposed "outdoor recreational courts" which are proposed in the McCarthy parking lot. We already have a lot of noise from the Recreation and Wellness Center and students walking through the neighborhood to and from the St. Vincent complex. Therefore, adding an outdoor recreational facility in the parking lot between McCarthy and the Wellness Center, we feel would only add to the noise pollution we already have and is not "neighborhood friendly". Isn't that why they built the Wellness and Recreation Center to have an indoor space to play basketball, volleyball, pickleball, etc.? Now they need an outdoor space?

Other questions we have pertaining to this "outdoor recreational courts":

- Would there be a curfew put on the outdoor recreation facility?
- Would they limit the usage to only St. Ambrose students, or can anyone use the facility?
- How would they limit regular patrons from entering the facility? Or will it be like a park that is open?
- What happens when there are people using the facility in the middle of the night or up to no good during the night?
- Will it bring more opportunities for crime because it can be a gathering place?
- Will it bring more traffic along Lombard and so close to the Gaines/Lombard corner?

Finally, we have concerns about St. Ambrose wanting to take away parking spots that are close to the Wellness and Recreation Center, Lee Lohman Arena, and Rogalski Center.

- Have you ever been on campus in January or February when there is a track meet along with basketball games going on?

There is absolutely NO PARKING and cars then park in our neighborhoods which create parking issues for property owners. In fact, the streets to the north of campus are NOT wide enough to support extra parking from campus activities. In addition, students who do not want to purchase parking permits will always park in our neighborhoods during the daytime and walk across Lombard to class.

However, creating parking lots on the southwest corner of campus is not the answer to the parking issues on the north side of campus. In reality, it does not make sense when the parking issue is by the Wellness and Recreation Center, Lee Lohman, and Rogalski Center where events such as athletic events, fundraisers, wedding receptions, etc. take place in these three main buildings on campus.

Thank you for your time and consideration in protecting our rights as neighbors around the St. Ambrose University campus.

Sincerely,

Property owners of 618 W Lombard, 626 W Lombard, 707 Spalding, and 623 W Rusholme

City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution approving a five-year lease agreement with BZE Holdings, Inc, dba Boozie's Bar & Grill, at the Freight House and authorizing staff to proceed with soliciting bids as necessary for repairs and improvements to the property. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

The City owns the historic Freight House property located at 401 West River Drive which currently has vacant space (4,500 square feet) available. The Riverfront Improvement Commission (RIC) approved the hiring of Hawkeye Commercial to list the available space in June. In July, the prospective tenant, Boozie's Bar & Grill, was forced to vacate their current location on West 3rd Street in downtown Davenport due to emergency building repairs by that property owner.

Boozie's was established in 1979 and has been a downtown staple for over 40 years. Monica McKown took over the bar and restaurant six years ago when her brother passed away. Ms. McKown and her son own the business and presented their plans to the RIC in late August. They propose a five-year lease, which requires City Council approval under State law. While this is longer than most leases in the Freight House and Union Station properties, it is mutually beneficial in that improvements in the space by both the business and the City are planned or in-progress and are expected to be completed this fall.

The tenant plans to enlarge the kitchen hood system to accommodate additional appliances and capacity, as well as electrical, interior painting, signage, etc. As the property owner, the City had already scheduled window replacement throughout the entire Freight House through an approved CIP-funded project this fall, but now plans the following work:

- Installation of additional HVAC coil and damper controls to better manage the first floor space with the adjacent tenant | \$24,000 est.
- Complete interior tuckpointing | \$5,000 est.
- Repair/install flooring | \$45,000 est.

In light of the likelihood of disruption of business in the first few months and investment planned by the tenant, the RIC recommends approval of rent concessions in the first several months, with full rent beginning next year and reflecting market rate rent of \$10 per square foot. Adoption of this Resolution will authorize staff to bid the work as necessary and execute the lease. The tenant would take possession on October 1 and the Freight House property will again be fully-leased.

Attachments:

1. Resolution
2. Proposed Lease

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving a five-year lease agreement with BZE Holdings, Inc, dba Boozie's Bar & Grill, at the Freight House and authorizing staff to proceed with soliciting bids as necessary for repairs and improvements to the property.

WHEREAS, the City owns the Freight House property at 401 West River Drive which has a vacant commercial space of approximately 4,500 square feet and desires to lease it for a compatible use; and

WHEREAS, the prospective tenant is a long-time downtown Davenport establishment that is seeking a new space after losing their previous space due to emergency repairs that are needed to be completed by the building owner; and

WHEREAS, both the prospective tenant and the City plan improvements to the space and mutually desire a longer term than the Riverfront Improvement Commission is allowed to approve; and

WHEREAS, the Riverfront Improvement Commission recommended approval of this proposed lease at their August meeting; and

WHEREAS, per State requirements, leases longer than three years must be approved by City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a five-year lease agreement with BZE Holdings, Inc, dba Boozie's Bar & Grill, at the Freight House is hereby approved; and

BE IT FURTHER RESOLVED that staff is hereby authorized to solicit bids as necessary for repairs and improvements to the property.

Passed and approved this 10th day of September, 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 BZE Holdings, Inc., operating under the name "Boozie's Bar & Grill," an Iowa domestic for-profit corporation ("Tenant").

ARTICLE 1. PREMISES

1.1. Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, those certain premises containing approximately 4,500 rentable square feet and located on the first and second floor floor of the Freight House (the "Premises").

1.2. Common Areas. Tenant shall have the non-exclusive right to use, in common with other tenants in the Freight House, the common areas and facilities of the Freight House, including outdoor seating area, outdoor stairs, outdoor ramps, and outdoor deck (the "Common Areas").

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

2.1. Term. The term of this Lease (the "Term") shall commence on **October 1, 2025** (the "Commencement Date") and shall expire on **September 30, 2030**, unless sooner terminated.

2.1.1. Renewal Option. Tenant shall have the option to renew the Lease for one (1) additional five (5) year period by providing Landlord with written notice not less than 180 days prior to the expiration of the initial lease term.

2.2. Delivery of Possession. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date. As noted in Article 7.2.1, several repairs/improvements are planned and the completion of this work cannot be guaranteed. As such, parties agree to adjust date of possession by mutual consent accordingly, starting on the first of the agreed-upon month.

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") the following amounts:

Four months of \$0 rent, starting on the date of possession, would then be followed by three months of reduced rent equaling \$750/mo. Given the expected possession date, the date of the first \$750 rent payment would be due on February 1, 2026. Full rent will be starting at \$10.00/sf, which is \$3,750/mo. The date that the full rent payment is first due will be May 1, 2026 and continuing for the rest of the term.

Should the Renewal Option be exercised, the full monthly rent shall increase to \$10.50/sf (which is a 5% increase from the first term) which will be \$3,937.50/mo.

Rent Schedule			
Rent	Bill Date	Due Date	Late Fee Assessed
February	January 1, 2026	February 1, 2026	February 15, 2026
March	February 1, 2026	March 1, 2026	March 15, 2026
April	March 1, 2026	April 1, 2026	April 15, 2026
May	April 1, 2026	May 1, 2026	May 15, 2026
June	May 1, 2026	June 1, 2026	June 15, 2026
July	June 1, 2026	July 1, 2026	July 15, 2026
August	July 1, 2026	August 1, 2026	August 15, 2026
September	August 1, 2026	September 1, 2026	September 15, 2026
October	September 1, 2026	October 1, 2026	October 15, 2026
November	October 1, 2026	November 1, 2026	November 15, 2026
December	November 1, 2026	December 1, 2026	December 15, 2026
January	December 1, 2026	January 1, 2027	January 15, 2027

3.2. Payment of Rent. Rent shall be payable in equal monthly installments, in advance, on the first day of each calendar month during the Term. All Rent and other amounts payable by Tenant at the address specified in Section 12.1 or such other place as Landlord may designate in writing.

3.3. Property Taxes. Tenant shall be responsible for paying their proportional cost of property taxes for the Premises.

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 Freight House 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. 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 solely for use as a bar and grill venue. 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. In addition, Tenant is reminded that the City's Design Review Board must

review and approve of all exterior improvements and that the building is designated as historic.

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 Building and Common Areas 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. 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;

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

6.3.3. 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.

6.4. 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 month 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.

7.2. Landlord's Obligations. Landlord shall, at its sole cost and expense, keep and maintain the Common Areas, the structural elements of the Building (including the roof, foundation, and load-bearing walls), and the Building's mechanical, electrical, and plumbing systems in good condition and repair, except to the extent that any such repairs are necessitated by the negligence or willful misconduct of Tenant or Tenant's agents, employees, or invitees, in which case Tenant shall be responsible for the cost of such repairs.

7.2.1. Landlord agrees to complete repairs already scheduled in a timely manner. This work includes installation of damper controls on the shared HVAC system, the replacement of exterior windows minus the storefront windows, tuckpointing of the interior walls, and the installation of new flooring. As work on several of these items will likely not have started before date of possession, Tenant hereby acknowledges and will comply with requests to temporarily close, move items and equipment, clean and otherwise repair minor damage caused by construction of these improvements and repairs. The first four months of possession are rent free which is acknowledged as compensation for these disruptions in Tenant's space preparation and operation.

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. Tenant acknowledges that the Freight House has been designated as a historical place and that many alterations may need approval by the Davenport Historical Preservation Commission or Design Review Board. Tenant agrees to obtain that approval, when necessary, before any alterations are made to the Premises. 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 Leased 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
--	-------------

Excess Liability Umbrella	\$1,000,000
----------------------------------	--------------------

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 7.1.**

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 any and 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. Landlord's Responsibilities. At its cost and expense, the Landlord agrees to maintain the roof, walls, and foundation of the Premises and building in reasonably good order and condition and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease, which creates a condition that interferes substantially with normal use, and consequently, the Tenant is compelled to discontinue business in the Premises in whole or in part, the rental shall be proportionally abated. If the Landlord defaults for more than thirty (30) days after written notice by the Tenant, the Tenant shall have the right but not be obligated to remedy such default. All such sums expended or obligations incurred by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand. If the Landlord fails to reimburse the Tenant, the Tenant may deduct such amount from the next month's rent in addition to any other right or remedy available.

10.2. Termination. In the event of destruction of the Premises or the building containing the same during the said term, which requires repairs to either said Premises or said building, 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 Leased Premises are declared unfit for occupancy by any authorized public authority.

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 9.1, 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.

11.3. Permitted Transfers. Notwithstanding Section 11.1, Tenant may, without Landlord's prior written consent, assign this Lease or sublet all or a portion of the Premises to (i) an entity controlling, controlled by, or under common control with Tenant, (ii) an entity resulting from a merger or consolidation with Tenant, or (iii) an entity acquiring all or substantially all of Tenant's assets, provided that such entity has a net worth at least equal to that of Tenant as of the date of such transfer.

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 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 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: Revenue Department

To Tenant: BZE Holdings, Inc.
3605 Pearl Avenue, Davenport, IA 52802
Business Owner

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 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.

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. 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.

13.13. 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.

13.14. 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.

13.15. 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.

13.16. 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.

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

LANDLORD:
CITY OF DAVENPORT

By: _____
Name: Doug Maxeiner
Title: City Administrator

By: _____
Name: Daniel Darland
Title: Riverfront Improvement Commission Chair

TENANT:
BZE Holdings, Inc.

By: _____
Name: Monica McKown
Title: Business Owner

City of Davenport

Department: Development & Neighborhood Services
Contact Info: Nicole Gleason | 563-326-7734

Action / Date
9/10/2025

Subject:

Resolution ratifying the emergency purchase of demolition services for 314 Gaines Street from Valley Construction of Rock Island, Illinois in the amount of \$231,300. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

On August 19, 2025, 314 Gaines Street was declared a public hazard after a field inspection completed by the Chief Building Official and Fire Marshal. The property was found to have severe active deterioration of exterior structural walls comprised of wood, brick, and limestone masonry. The building posed a significant public risk. Staff received a bid of \$231,300 for completion of the demolition of the building.

The emergency purchase procedure was utilized with approval given on August 20, 2025, by the Department Director, Finance Director, and City Administrator.

Attachments:

1. Resolution
2. 314 Gaines St N&O E Demo
3. 314 Gaines Photos

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION ratifying the emergency purchase of demolition services for 314 Gaines Street from Valley Construction of Rock Island, Illinois in the amount of \$231,300.

WHEREAS, the property was found to have severe active deterioration of exterior structural walls comprised of wood, brick, and limestone masonry; and

WHEREAS, the property was declared a public hazard after a field inspection completed by the Chief Building Official and Fire Marshal; and

WHEREAS, Valley Construction of Rock Island, Illinois provided a bid of \$231,300 for completion of the demolition of the building.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the emergency purchase of demolition services for 314 Gaines Street from Valley Construction of Rock Island, Illinois in the amount of \$231,300 is hereby ratified.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



DAVENPORT

DEVELOPMENT &
NEIGHBORHOOD SERVICES

August 19, 2025

Parcel ID: L0004-40
LICANDRO, JAMEY
4255 NEWPORT CT
BETTENDORF, IA 52722-1850

Subject: Notice of Certificate of Public Hazard- 314 Gaines St

To: Mr. Licandro

After a recent field inspection, the 2 story, commercial/ multi-family dwelling located at 314 Gaines St. has been assessed and found to have active interior structural deterioration, severe and active deterioration of exterior structural walls comprised of wood and brick/ limestone masonry. A structural engineer's report provided to the City of Davenport shows photos of these issues as well as outlining the steps needed to address concerns about the state of the building. We have made repeated attempts to request these actions to be taken.

This existing building poses a significant public hazard, as the structure is at risk of collapsing and causing injury or damage to nearby properties and first responders. Immediate action is required to address this issue and ensure the safety of the public.

Thank you,

Jim Morris
Fire Marshal

Jake Ralfs
Chief Building Official











City of Davenport

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

Action / Date
9/10/2025

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 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
9/10/2025

Subject:

Third Consideration: Ordinance amending Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by removing 4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street, and removing 4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore Street. [Ward 3]

Recommendation:

Adopt the Ordinance.

Background:

Land use and parking needs along 4th Street have evolved since the original implementation of the 1-hour parking restriction. The current time-limited parking is no longer well-suited to the area's existing land uses, which is a combination of residential and commercial sites. Removing the restriction will allow residents to park in front of their homes, improving convenience and accommodating current parking demands.

Attachments:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE IX ONE HOUR PARKING OF CHAPTER 10.96 ENTITLED "SCHEDULES" OF THE MUNICIPAL CODE OF DAVENPORT, IOWA BY REMOVING 4TH STREET ON THE SOUTH SIDE A DISTANCE OF 150 FEET EAST AND A DISTANCE OF 150 FEET WEST OF FILLMORE STREET, AND REMOVING 4TH STREET ON THE NORTH SIDE FROM FILLMORE STREET TO A POINT 115 FEET WEST OF FILLMORE STREET.

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

Section 1. That Schedule IX One Hour Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by removing the following.

4th Street on the south side a distance of 150 feet east and a distance of 150 feet west of Fillmore Street

4th Street on the north side from Fillmore Street to a point 115 feet west of Fillmore 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: Development & Neighborhood Services
Contact Info: Laura Berkley | 563-888-3553

Action / Date
9/10/2025

Subject:

Second Consideration: Ordinance for Case REZ25-04 being the request of Coram Deo Academy to rezone approximately 10.72 acres of land located at 5348 Elmore Circle from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Recommendation:

Consider the Ordinance.

Background:

Coram Deo Bible Church and Academy is currently located at 3800 East 53rd Street. Due to limited space and increased enrollment, Coram Deo Academy is seeking to redevelop the former AT&T call center building into its new educational facility. The place of worship will remain in its existing location, east of Interstate-74. A concept plan has been provided detailing the intent to retrofit the existing building for classrooms and academic amenities while utilizing the existing parking lot for school drop-off and pick-up. The site will maintain its two access points onto Elmore Circle.

Why is a Zoning Map Amendment Required?

The subject property is currently zoned C-3 General Commercial District. 'Educational Facility-Primary or Secondary' is prohibited within commercial zoning districts. This land use is only allowed in residential districts and the IC Institutional Campus District. A zoning map amendment is required to facilitate the redevelopment of the former AT&T Call Center into Coram Deo Academy's new campus.

Davenport's Zoning Ordinance defines 'Educational Facility-Primary or Secondary' as "a public, private, or parochial facility that offers instruction at the elementary, junior high, and/or high school level."

Plan and Zoning Commission Recommendation

At its August 5, 2025 meeting, the Plan and Zoning Commission unanimously recommended Case REZ25-04 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 Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the

established commercial character of the area.

4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

The staff report from the August 5, 2025 Plan and Zoning Commission meeting is attached.

Attachments:

1. Ordinance
2. Staff Report
3. Application
4. Coram Deo Academy Letter to the Commission
5. Coram Deo Academy-Student Residency Map
6. Maps
7. Iowa DOT Crash Analysis Report
8. Public Hearing Notice: Committee of the Whole
9. Public Hearing Notice: Plan & Zoning Commission
10. Public Comments Received as of 8-4-25
11. Chapter 17.08 - Use Matrix
12. Iowa State University Extension and Outreach-Spot Zoning

ORDINANCE NO. _____

AN ORDINANCE FOR CASE REZ25-04 BEING THE REQUEST OF CORAM DEO ACADEMY TO REZONE APPROXIMATELY 10.72 ACRES OF LAND LOCATED AT 5348 ELMORE CIRCLE FROM C-3 GENERAL COMMERCIAL DISTRICT TO IC INSTITUTIONAL CAMPUS 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 "IC Institutional Campus District."

The land referred to below is situated in the county of Scott, state of Iowa, and is described as follows:

Lot 2 of the final plat of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa.

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

1. The proposed zoning map amendment is consistent with the Davenport +2035 Land Use Plan, which identifies the property as Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The proposed zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

Section 3. At its August 5, 2025 meeting, the Plan and Zoning Commission voted to forward Case REZ25-04 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
8/5/2025

Subject:

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Recommendation:

Staff recommends Case REZ25-04 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 Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any nonconformities.

Background:

Coram Deo Bible Church and Academy are currently located at 3800 East 53rd Street. Due to limited space and increased enrollment, Coram Deo Academy is seeking to redevelop the former AT&T Call Center Building into its new educational facility. The place of worship will remain in its existing location, east of Interstate-74. A concept plan has been provided detailing the intent to retrofit the existing building for classrooms and academic amenities, while utilizing the existing parking lot for school drop-off and pick-up. The site will maintain its two access points onto Elmore Circle.

Why is a Zoning Map Amendment Required?

The subject property is currently zoned C-3 General Commercial District. 'Educational Facility-Primary or Secondary' is prohibited within commercial zoning districts. This land use is only allowed in residential districts and the IC Institutional Campus District. A zoning map amendment is required to facilitate the redevelopment of the former AT&T Call Center into Coram Deo Academy's new campus.

Davenport's Zoning Ordinance defines '**Educational Facility-Primary or Secondary**' as "a public, private, or parochial facility that offers instruction at the elementary, junior high, and/or

high school level."

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 Regional Commercial in the Davenport +2035 Future Land Use Map.

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

Zoning:

The applicant is petitioning a rezoning from C-3 General Commercial District to IC Institutional Campus District.

1. **C-3 General Commercial Zoning District:** This district is intended to accommodate higher-intensity commercial development within the City of Davenport that serves both local and regional markets. The C-3 District addresses medium- and large-scale development that may generate considerable traffic and typically requires significant off-street parking. Higher density residential uses are also allowed to facilitate a mixed-use orientation where appropriate.
2. **IC Institutional Campus District:** This zoning district is intended to encourage a comprehensive approach to development by significant institutions within the City. The IC District is also intended to:
 1. Further the policies of the Comprehensive Plan.
 2. Permit appropriate institutional growth within boundaries of the district while minimizing the adverse impacts associated with development and geographic expansion.
 3. Balance the ability of specific institutions to grow and adapt to changing needs while protecting the livability and vitality of adjacent areas.
 4. Encourage the preparation of a land use plan for higher development intensity institutional campuses that enables the community to understand the levels of development being proposed, their likely impacts and appropriate mitigation measures.

Section 5.10.105.B: Alcoholic Beverage Controls

Class "A", class "B" "C", or class "E" retail alcohol license applications shall not be approved if the property upon which such licensed activity will occur is located within 600 feet, including public rights-of-way, of a state-registered child development home, state-licensed child-care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state-registered child development home or state-licensed child-care center may be approved if the City Council, upon a hearing, grants a waiver to this rule. The City Council may grant the waiver if it determines the following exists:

1. The affected child development home or care center consents to the granting of the waiver; or
2. Sufficient buffering exists to mitigate the visual, sound, and foot traffic likely to be generated by the applicant, similar to or greater than an arterial roadway or at least 100 feet of natural buffering such as woods, ravines, waterways, or wetlands.

Section 5.10.105.B does not apply to grocery stores or restaurants.

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.

Please note, property tax considerations fall outside the scope of zoning determinations and should not influence the outcome of this request. Ownership of the property by a tax-exempt institution is allowed under the current zoning designation. Furthermore, the City does not have the authority to regulate or restrict the purchase of property by a tax-exempt organization. Rezoning decisions are guided by planning objectives and consistency with zoning policy, rather than potential changes in property tax revenue.

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

- Staff Response: The property is designated as Regional Commercial in the Davenport +2035 Land Use Plan. Since the Comprehensive Plan designated areas as a whole, the Elmore Avenue and 53rd Street corridors were reserved for higher-intensity uses that have service boundaries that extend beyond the city limits. As a private school, Coram Deo Academy has a student population spanning throughout the Quad Cities metropolitan area. The use of the property as an educational facility complies with the proposed service boundary identified in the comprehensive plan.
- Areas designated as Regional Commercial are located at the intersections of major streets and have good access to interstate and other highways. Most people will drive or take transit to areas designated Regional Commercial. Regardless of the change in use or zoning classification, the subject property will maintain its accessibility to these major transportation networks (i.e. Elmore Avenue, 53rd Street, and proximity to I-74). In addition, the subject property is accessible via public transit. The CitiBus Blue Line has stops at the intersection of Elmore Circle and 53rd Street. In addition, the Yellow Line is a north-south route

with stops located along Elmore Avenue.

- Land uses in Regional Commercial designation typically include big-box retail and large office complexes. However, this land use category also provides for residential, service, and institutional uses. Converting the former AT&T Call Center building into a primary and secondary school qualifies as an institutional use.
- Rezoning the property to IC Institutional Campus District does not require an amendment to the Future Land Use Map. It is staff's opinion that the proposed amendment is consistent with the Comprehensive Plan and adopted land use policies.

2. The compatibility with the zoning of nearby property.

- Staff Response: The following zoning districts about the subject property:
 - North: R-2 Single-Family Residential District & C-3 General Commercial District
 - South: C-3 General Commercial District
 - East: C-3 General Commercial District
 - West: C-3 General Commercial District
- The 10.72-acre site is adjacent to the commercial corridors of Elmore Avenue and 53rd Street. Principal land uses in this area include retail goods establishments, offices, hotels, financial institutions, restaurants, car washes, and vehicle dealerships. The properties surrounding the intersection of Elmore Avenue and 53rd Street are predominantly zoned C-3 General Commercial District. The undeveloped 33.11-acre site immediately to the north of the subject property is zoned residential and only accessible from the adjacent Jersey Meadows Subdivision.
- The IC Institutional Campus District is intended to permit institutional growth within the district while minimizing adverse impacts on the adjacent areas. This zoning classification has been utilized by the following primary and secondary educational facilities: Central High School, West High School, North High School, Mid City High School, and Assumption High School. The City recognizes that schools may require additional flexibility to grow and develop within limited space. The IC Institutional Campus District facilitates this use and development while providing increased public notification and regulatory oversight.
- City staff analyzed the request for compliance with Davenport's Zoning Ordinance as well as state legislation. The petition will introduce institutional zoning into the commercial corridor. Iowa State University Extension and Outreach advises that an application is considered spot zoning when it is for the sole benefit of the property owner and contrary to the comprehensive plan. In this case, the comprehensive plan designates the subject property as Regional Commercial due to accessibility to major transportation routes. The proposed institutional use is also consistent with the described land uses outlined in the future land use plan. Given the substantial size of the property and conformance with the comprehensive plan, staff believe the rezoning request is not considered spot zoning.
- It is staff's opinion that the proposed zoning amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.

3. The compatibility with established neighborhood character.

- Staff Response: Davenport's Zoning Ordinance requires the applicant to submit a

Land Use Plan when petitioning a rezoning to the IC Institutional Campus District. This provides an additional level of oversight to ensure consistency with the surrounding land uses. Coram Deo Academy intends to retrofit the former AT&T Call Center building for use as a school. The building footprint, which is setback towards the north property line, will not be expanded. Alterations to the building are predominantly on the interior as the former office space will be converted into classrooms and other school amenity areas. Exterior improvements are limited to signage and minor aesthetic changes to rebrand the building for Coram Deo Academy. The existing parking lot configuration and two access points onto Elmore Circle will also remain. Student drop-off and pick-up will occur on-site within the existing parking lot.

- This plan is designed to retain and enhance the existing condition of the building and site, ensuring the preservation of the character and context of the surrounding environment. If it is determined that there is a major amendment, the property owner must return to the Plan and Zoning Commission and City Council for approval. This provides additional oversight to ensure consistency with the surrounding uses.
- It is staff's opinion that the proposed zoning district and land use plan are compatible with the established commercial character of the area.

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

- Staff Response: Coram Deo Academy is requesting a map amendment to a more restrictive zoning designation. The IC Institutional Campus District requires the review and approval of a land use plan to enable the community to understand the levels of development and activity being proposed, their likely impacts, and appropriate mitigation measures. This additional level of oversight is intended to further protect the health, safety, and welfare of the City.
- During the public hearing, concerns were raised regarding potential traffic impacts associated with the operation of a school. According to the submitted land use plan, the site will retain its 578 parking spaces and two driveways onto Elmore Circle. During the school year, student drop-off is scheduled from 8:15-8:30am Mondays through Fridays. School pick-up is Mondays through Thursdays at 2:45pm and Fridays at 12:45pm. The school averages 2.5 students per vehicle during drop-off. Given the broad range of communities that students commute from, no bus service is proposed at this time. The current enrollment of 180 students would be relocated from the existing school to the new location. Therefore, minimizing the additional trips generated along the commercial corridor. The subject property would enable Coram Deo Academy to grow its population to 500 students.
- The subject property has two access points onto Elmore Circle, which extends to Elmore Avenue to the east and 53rd Street to the south. Since access to Elmore Avenue from Elmore Circle is regulated by a stop sign, it is anticipated that vehicles will utilize the traffic signal at the intersection of Elmore Circle and 53rd Street. The City installed two "Do Not Block Drive" signs with flashing lights at the entrance to Victoria Square in an effort to deter vehicles from blocking access to the shopping center while waiting at the traffic light. City staff believe there are adequate traffic measures in place to accommodate the traffic generated from a school. The City will continue to monitor traffic patterns and

respond with appropriate measures where needed.

- While the IC Institutional Campus District is not bound by the minimum off-street parking requirements outlined in the Zoning Ordinance, staff believe there is adequate parking and stacking space on the property to accommodate the traffic generated by the school. Per the Zoning Ordinance, the minimum off-street parking requirement for an elementary or junior high school is three stalls per classroom, plus three stalls per office. The parking requirement for a high school is six stalls per classroom, plus four per office. Staff believe the site's 578 parking stalls are sufficient.
- According to City records, the AT&T Call Center had a total of 548 employees in 2011. If Coram Deo Academy reaches its full capacity of 500 students, this will be comparable to the former use. However, schools typically generate less traffic due to carpooling and multiple student households. The City did not encounter any significant traffic concerns when the AT&T Call Center was open and operating at full capacity.
- Rezoning the property to establish a new school will have minimal impact on the regional transportation system given its proximity and access to Elmore Avenue, East 53rd Street, and Interstate-74. Relocating the school from the eastside of the interstate to the westside is a minor shift in vehicles already traveling through the commercial corridor.
- City staff analyzed crash data from 2020 to 2025 on Elmore Circle and at the intersections with Elmore Avenue and 53rd Street. There were a total of forty crashes over this period, with none resulting in serious injury or fatality.
- The following are the most recent annual average daily traffic counts, according to the Iowa Department of Transportation:
 - Elmore Circle: 100
 - 53rd Street, between Elmore Circle and Elmore Avenue: 26,100.
 - Elmore Avenue, north of 53rd Street: 15,100
- Staff does not anticipate the proposed zoning map amendment will impact the public health, safety, and welfare of the City.

5. 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 current C-3 General Commercial District is Davenport's highest intensity commercial zoning classification, meant to facilitate medium and large-scale development serving both local and regional markets. Uses may generate considerable traffic and generally require significant off-street parking. As a result, the C-3 District offers a broad range of commercial, residential, and civic land uses.
- Coram Deo currently operates its school, church, and offices in the same facility at 3800 East 53rd Street (zoned C-3 District). Due to the growth of the church and increasing enrollment of the school, the intent is to separate the two uses. Rezoning the subject property to IC Institutional Campus District will facilitate the redevelopment of the former call center into Coram Deo Academy's new campus. Coram Deo Bible Church will remain in its existing location, east of the interstate. This is part of a long-range plan by Coram Deo to reinvest in the Davenport market.
- The C-3 General Commercial District permits 'Places of Worship', 'Day Care

Center', 'Educational Facility-University or College', and 'Educational Facility-Vocational'. However, 'Educational Facility-Primary or Secondary' is only permitted in residential and institutional zoning districts. Locating public schools within existing neighborhoods is ideal when students reside within close proximity. This offers opportunities for walking, biking, and shorter commutes to schools. However, being a private kindergarten through twelfth grade school, Coram Deo Academy attracts students from throughout the Quad Cities Metropolitan Region. Students are currently commuting from Davenport, Bettendorf, LeClaire, Eldridge, Walcott, DeWitt, Princeton, Long Grove, Pleasant Valley, East Moline, Coal Valley, and Geneseo. Therefore, a prominent facility adjacent to the interstate and commercial thoroughfares is an ideal location for the new campus.

- It is staff's opinion that the C-3 General Commercial District offers a diverse range of commercial, residential, and civic land uses. However, the proposed zoning map amendment facilitates the adaptive reuse of a vacant building as an educational facility, aligning with the types of uses already permitted under the existing zoning classification.

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

- Staff Response: The IC Institutional Campus District operates with two levels of regulation. The first is a set of base district regulations that provide for a certain intensity of development by-right. The second allows for the approval of a land use plan, which must be approved by the City Council, that creates regulations that allow for flexibility in the development and expansion of the institution above the standards set by the base district regulations. Once a land use plan is submitted and approved, the development proceeds in accordance with the plan rather than the base district regulations.
- The existing 10.72-acre parcel conforms with the IC District Dimensional standards for minimum lot area and width requirements. The subject property consists of the former AT&T Call Center, which was constructed in 2007 as part of a planned unit development. Subsequently, on April 20, 2011, the Zoning Board of Adjustment approved a Special Use Permit for the construction of the existing 160-foot-tall stealth wireless communications tower. The developed property conforms with the base district regulations for maximum impervious surface and setback requirements. The conversion of the office building into an educational facility, as well as maintaining the cellular tower, are both considered permitted uses in the IC Institutional Campus District.
- It is staff's opinion that rezoning the property to IC Institutional Campus District and redeveloping the site as outlined in the land use plan will not create any new nonconformities.

Public Input:

Letters were sent to property owners within 500 feet of the proposed request notifying them of the July 15th Plan and Zoning Commission Public Hearing. Due to the limited number of residential properties within the notification area, a neighborhood meeting was not held.

During the July 15th Plan and Zoning Commission public hearing, several members of the public spoke in opposition to the request. Topics of concern

included traffic impacts, public safety, hurdles for potential commercial tenants in obtaining a liquor license, overall site improvements, and compliance with the comprehensive plan. One member of the public spoke in favor of the petition. The individual was supportive of the adaptive reuse of a vacant commercial building and believed the traffic generated from the site would not be substantially different from the former AT&T Call Center.

To date, one written comment in opposition to the request has been received by an abutting property owner within the 500-foot notification area. Their concern related to the adverse effects that a school may have on the marketability of their vacant commercial property on Elmore Avenue. In particular, the potential for developing their site for a user that sells liquor.

Davenport has specific regulations regarding the distance between establishments selling liquor and schools or child care facilities. There must be at least a 600-foot separation, measured in a straight line between the closest points of the properties. This rule applies to both public and private elementary and secondary schools, as well as state-registered child development homes and state-licensed child care centers. However, there is a waiver process. Factors taken into consideration are geography or other physical buffers (in this case Pheasant Creek). The City does not regularly receive waiver requests, but with appropriate measures in place have been granted in the past.

Staff received a second inquiry from the property owner of Victoria Square Shopping Center. In addition to raising questions about the potential impacts of a liquor license application, the owner expressed concerns about traffic impacts. In particular, vehicles stacking near the traffic light at Elmore Circle and 53rd Street.

Following the public hearing, staff received several letters in support of the rezoning request. Statements in favor of the request generally cited community reinvestment, adaptive reuse of a vacant commercial building, economic impacts, and Coram Deo's track record as a good community partner.

Written public comments received as of Friday, August 1st have been attached to the staff report. Staff will apprise the Commission of any additional correspondence at the August 5th Plan and Zoning Commission meeting.

Attachments:

1. Application
2. Coram Deo Academy Letter to the Commission
3. Coram Deo Academy-Student Residency Map
4. Maps
5. Iowa DOT Crash Analysis Report
6. Public Hearing Notice
7. Public Comments Received as of 8-4-25
8. Chapter 17.08 - Use Matrix
9. Iowa State University Extension and Outreach-Spot Zoning



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)

APPLICANT INFORMATION	
Applicant Name Company Name Coram Deo Academy	
Address 3800 E 53rd St	
City State Zip Davenport, IA 52807	
Phone	
Secondary Phone	
E-Mail Address	

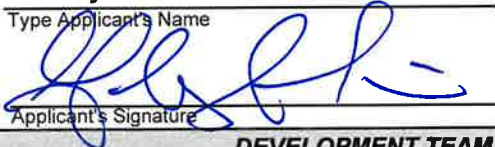
Acceptance of Applicant

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.

Grady Adkins

Type Applicant's Name



05/07/2025
Date

DEVELOPMENT TEAM

Property Owner	
Dan Zatloukal, Telecommunications Springing, L.L.C	
Address PO Box 3666, Oak Brook, Illinois	
Phone	Secondary Phone
E-Mail Address	

Project Manager/Other

Address	
Phone	Secondary Phone
E-Mail Address	

DATES: PRE-APP	SUBMITTAL	PUBLIC HEARING
----------------	-----------	----------------

PROJECT TITLE			
---------------	--	--	--

SITE ADDRESS OR GENERAL LOCATION DESCRIPTION 5348 Elmore Circle, Davenport, IA 52807			
--	--	--	--

NEIGHBORHOOD MEETING DATE / TIME / LOCATION			
---	--	--	--

ZONING DISTRICTS	EXISTING	PROPOSED	SQ. AREA
	C-3	IC	466,912

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)

Applicant, Coram Deo Academy (CDA), intends to use this facility for educational purposes. CDA, an accredited K-12 school established in 2020, desires to purchase this property and move their school to this new location.

The inside of the existing structure will be remodeled to include approximately 30 classrooms holding 500-600 students with 30 faculty and 5 staff/administration.

*See attached for continuation.

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.

PROJECT NARRATIVE CONTINUED:

The property consists of 10.72 acres with 578 parking spaces.

Traffic impact will be minimal with drop off times being 8:15-8:30am M-F and pick up times being 2:45pm M-TH and 12:45pm on Fridays. There is currently no plan to utilize a bus system.

Coram Deo Academy will reface the signage both at the entrance to the building and on the building itself.

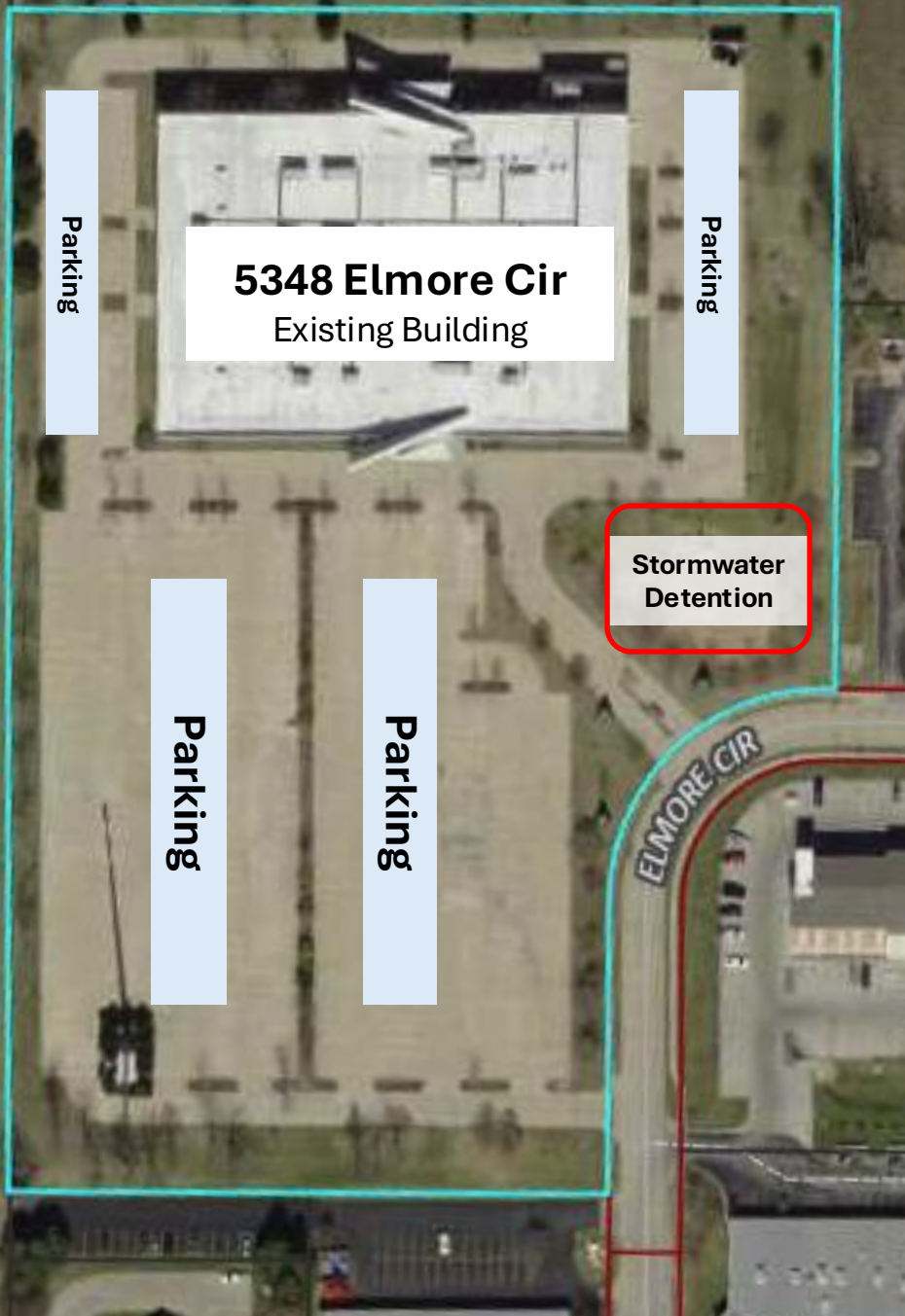
The property is currently zoned C-3. Coram Deo Academy is requesting this property to be rezoned to IC (Institutional Campus).

LEGAL DESCRIPTION:

The land referred to herein below is situated in the county of Scott, state of Iowa and is described as follows:

Lot 2 of the Final Plot of Lakehurst Commercial Park Fifth Addition to the City of Davenport, Iowa.

Assurance note: The above described land is the same as described within the Chicago Title Insurance Company Commitment File No. 100719284, with an effective date of November 27, 2007.

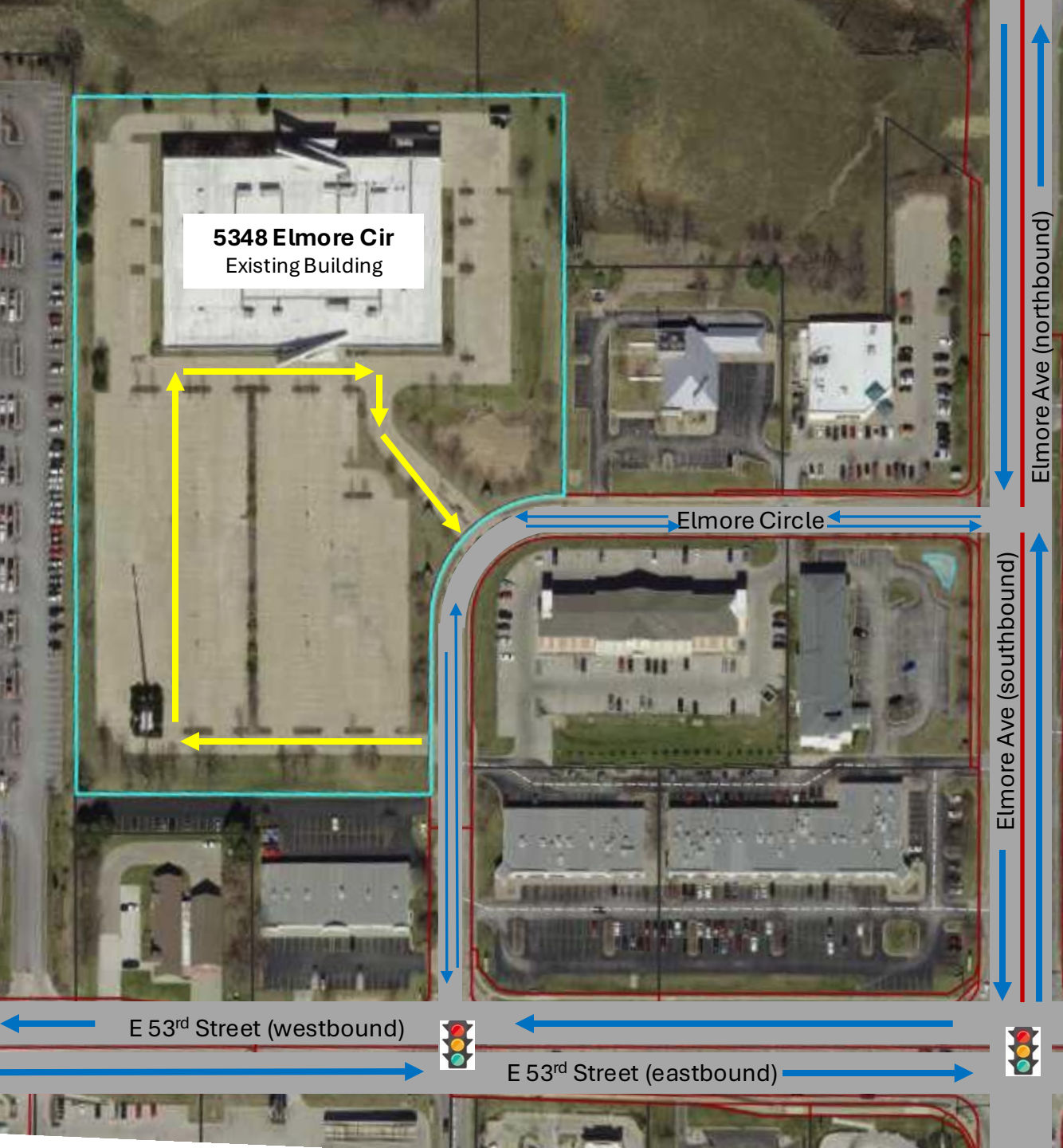


Existing Conditions:

- 10.72 Acres
- 75,728 Sq Ft Building
- 578 Parking Spaces

Proposed Changes:

- No footprint change to existing structure



5348 Elmore Cir
Existing Building

Elmore Circle

Elmore Ave (northbound)

Elmore Ave (southbound)

E 53rd Street (westbound)

E 53rd Street (eastbound)

Anticipated Traffic Patterns

- School Drop off
M-F 8:15-8:30am
- School Pick up
M-Th 2:45pm
Fri 12:45pm

Legend:

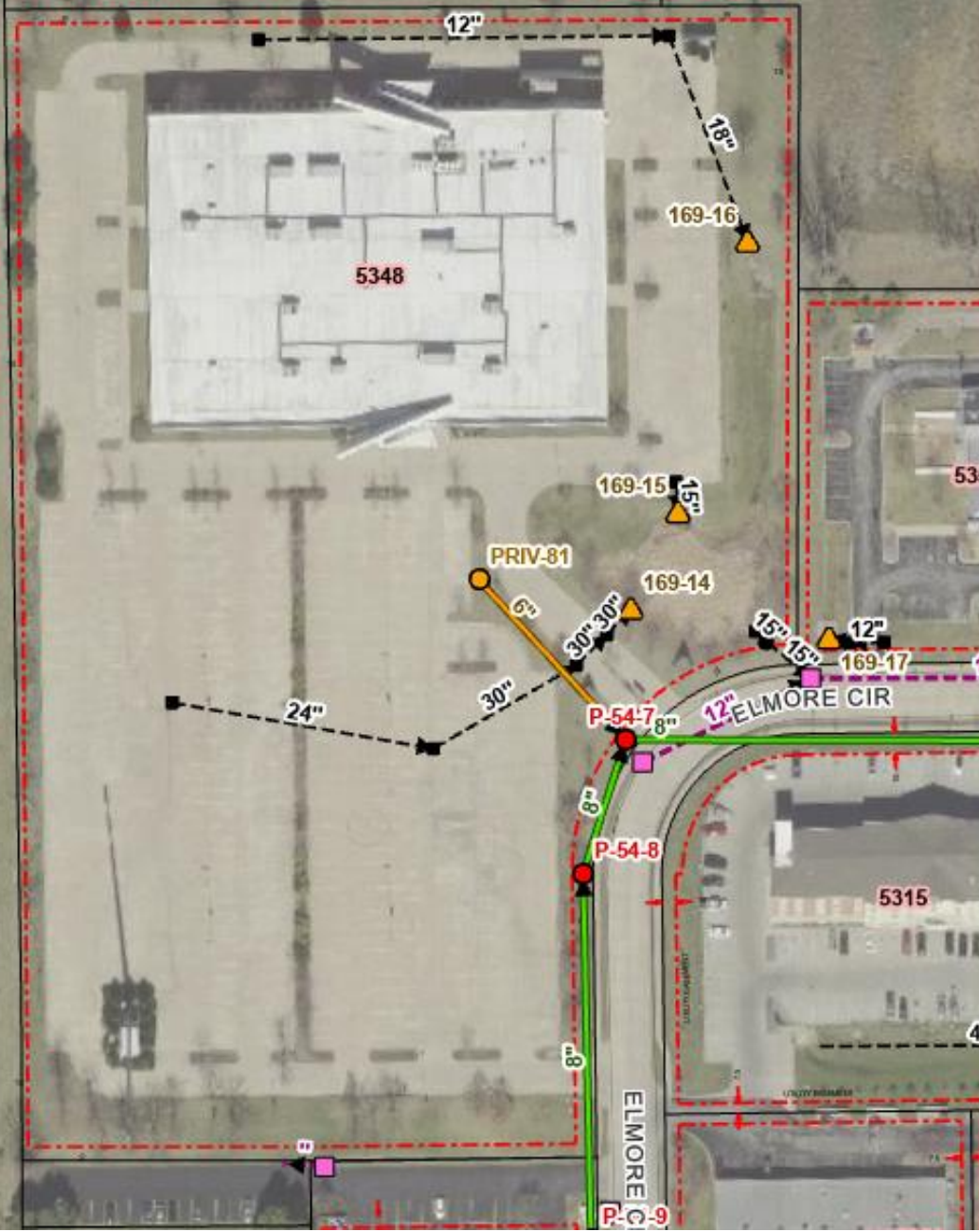
-  = main road traffic
-  = school traffic
-  = traffic light

Private Storm Sewer Locations:

Black Dotted Lines = storm sewer

Orange Lines = sanitary sewer lines

Storm Sewer flows into the detention pond located near main entrance.



LETTER OF AUTHORIZATION

June 26, 2025

Via E-Mail

CITY OF DAVENPORT

Development & Neighborhood Services - Planning

Email: planning@davenportiowa.com

RE: Purchaser's Proposed Re-Zoning for 5348 Elmore Circle, Davenport, Iowa 52807
(the "Property")

Dear Sir or Madam:

On June 25, 2025, Telecommunications Springing, L.L.C., a Delaware limited liability company ("Seller") and Coram Deo Academy, an Iowa nonprofit corporation (or its permitted assignee, the "Purchaser") entered into a Purchase and Sale Agreement (the "Purchase Agreement") with respect to the purchase/sale of the above-referenced Property. Prior to Closing on its purchase, Purchaser would like to apply for re-zoning of the Property for use as an educational facility. Seller hereby approves Purchaser submitting an Application for Rezoning with a submittal date of 6/19/25, and a third reading at the City Council Meeting at 5:00 p.m. on September 24, 2025, so long as the zoning change does not become effective until after Purchaser is the owner of the Property. If, for any reason, either party elects to terminate the Purchase Agreement pursuant to its rights thereunder, and either party notifies the City of Davenport of such termination, the application for re-zoning shall be immediately withdrawn/terminated.

Additionally, (a) until Purchaser owns the Property, Purchaser will not enter to any agreements regarding the Property which would bind Seller in the event of a termination of the Purchase Agreement or failure of one party to close, and (b) Purchaser shall not record any documents against the Property or which benefit or burden the Property prior to Closing; provided, however, this will not prevent Purchaser from pursuing the necessary applications for re-zoning as set forth above.

This letter may be relied on by the Plan & Zoning Commission for the City of Davenport to confirm Seller's authorization to allow Purchaser to apply for re-zoning, in accordance with the terms of the Purchase Agreement and this letter.

[Signature Pages to Follow]

Sincerely,

TELECOMMUNICATIONS SPRINGING, L.L.C.,
a Delaware limited liability company

By: Telecommunications Exchange Venture,
L.L.C., a Delaware limited liability
company, its manager

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: 
Name: Daniel W. Feltlorkel
Title: S.U.P.

Notarization:

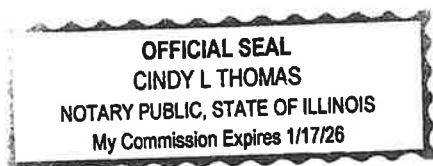
State of Illinois,
County of DuPage,

Sworn and subscribed before me
This 26th day of June, 2025.



Notary Public

My Commission Expires:



Agreed to by Purchaser:

CORAM DEO ACADEMY, an Iowa nonprofit
corporation

By: _____
Name: _____
Title: _____

Sincerely,

TELECOMMUNICATIONS SPRINGING, L.L.C.,
a Delaware limited liability company

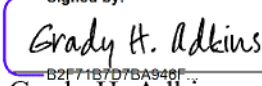
By: Telecommunications Exchange Venture,
L.L.C., a Delaware limited liability
company, its manager

By: Inland Private Capital Corporation,
a Delaware corporation, its sole member

By: _____
Name: _____
Title: _____

Agreed to by Purchaser:

CORAM DEO ACADEMY, an Iowa nonprofit
corporation

Signed by:
By: 
Name: Grady H. Adkins
Title: Head of School



To: Mayor Mike Matson
Davenport Planning and Zoning Commission

Regarding:
Rezoning of the AT&T Call Center
5348 Elmore Circle, Davenport, IA 52807

My name is Dr. Grady Adkins, and I am the Superintendent of Coram Deo Academy, a K-12 private school in Davenport, IA. We are a young school, just 5 years old, but we are a growing school. We have maxed out our current location at Coram Deo Bible Church and desire to expand outside of our church building and impact the local community in a positive way. This is why we are currently under contract to purchase the old AT&T Call Center located at 5348 Elmore Circle.

Coram Deo Academy has families in attendance from 12 of the cities within our area to include Davenport, Bettendorf, LeClaire, Eldridge, Walcott, DeWitt, Princeton, Long Grove, Pleasant Valley, East Moline, Coal valley, and Geneseo. The AT&T property provides a strategic and central location to service families all across the Quad City Area. Not only is it central, but it is also located very close to the I-74 and 53rd St. corridor creating an excellent location with the best option for minimal impact on traffic that would otherwise have to travel across a city for school.

What I am most excited about is that Coram Deo Academy would bring life to an area where there has been no life for almost 5 years. We also provide an excellent option to repurpose the building that will bring business to Davenport from families that might not otherwise venture into Davenport. Life in a community is a good thing and is what every city desires, and supports the comprehensive plan. Coram Deo Academy brings life with it.

I would ask that this commission and Mayor Matson put all politics and religion aside and grant rezoning for educational purposes and the good of the city. During the first P&Z Commission meeting the commission asked a question that was discriminatory in practice. The commission asked about the current property taxes of the AT&T call center.

This question has no bearing on whether a property should or should not be rezoned. In fact, it is quite discriminatory in two ways:

1. Discriminatory toward non-profit entities, to include private schools.
2. Discriminatory toward religious organizations, to include a Christian school.

Let me restate that property taxes have no bearing on the commission's rezoning decision and to do so is discriminatory in practice.

It is also noteworthy that the AT&T property is currently zoned appropriately for a church. Coram Deo is simply going through the rezoning process at the request of the city.

Coram Deo Bible Church has been a good member of Davenport for 20 years. Our history proves this. Coram Deo Academy is an extension of the church and will prove to be the same – a good member of Davenport that brings life to a dead property.

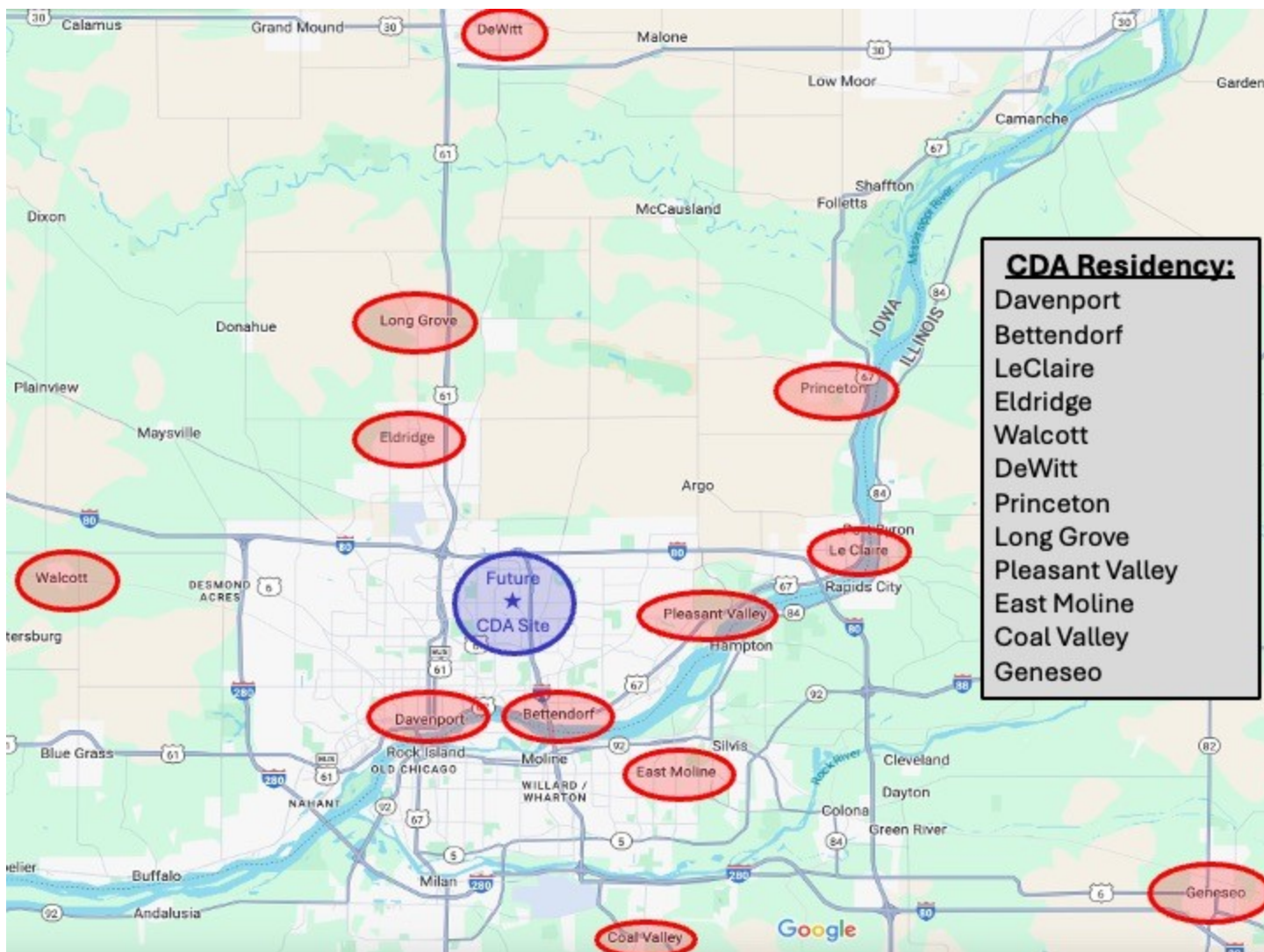
Thank you,

Dr. Grady Adkins, EdD | Executive Pastor & Superintendent

[CORAM DEO BIBLE CHURCH](#) | [CORAM DEO ACADEMY](#)

3800 E. 53rd Street | Davenport, IA 52807 | (563) 359-5333

In the presence of God | Under the authority of God | For the glory of God



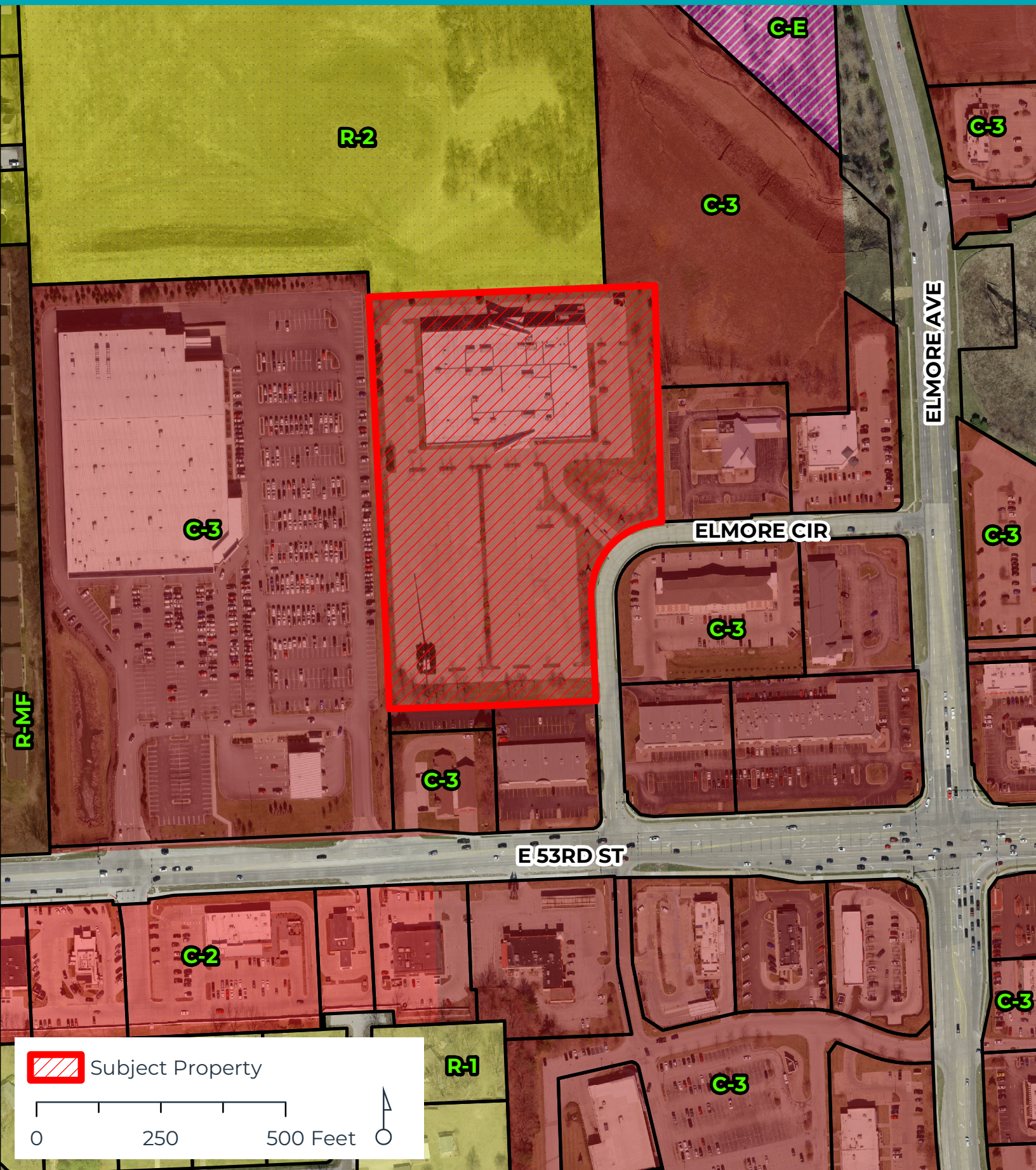
Vicinity Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]



Zoning Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]





Registered Daycare & School Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]





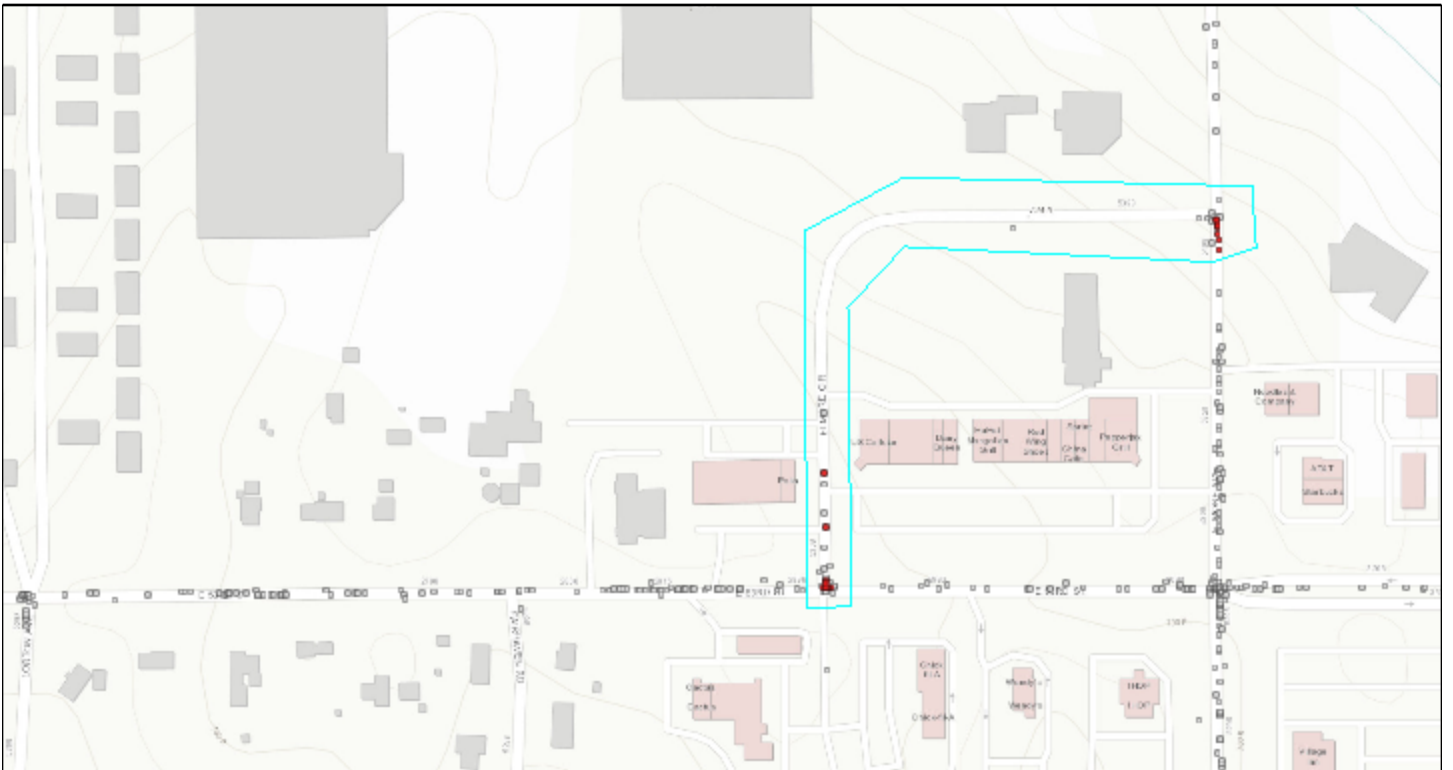
Iowa Crash Analysis Tool
Quick Report
2020-2025

Crash Severity	40
Fatal Crash	0
Suspected Serious Injury Crash	0
Suspected Minor Injury Crash	6
Possible/Unknown Injury Crash	8
Property Damage Only	26

Injury Status Summary	30
Fatalities	0
Suspected serious/incapacitating	0
Suspected minor/non-incapacitating	7
Possible (complaint of pain/injury)	10
Uninjured	0
Unknown	1
Not Reported	12

Property/Vehicles/Occupants	
Property Damage Total (dollars):	248,950.00
Average (per crash dollars):	6,223.75
Total Vehicles:	78.00
Average (per crash):	1.95
Total Occupants:	114.00
Average (per crash):	2.85

Average Severity	
Fatalities/Fatal Crash:	0.00
Fatalities/Crash:	0.00
Injuries/Crash:	0.43
Major Injuries/Crash:	0.00
Minor Injuries/Crash:	0.18
Possible/Unknown Injuries/Crash:	0.25





Iowa Crash Analysis Tool
Quick Report
2020-2025

Major Cause		40
Animal	0 Ran traffic signal	2
Ran stop sign	0 Failed to yield to emergency vehicle	0
FTYROW: At uncontrolled intersection	0 FTYROW: Making right turn on red signal	1
FTYROW: From stop sign	1 FTYROW: From yield sign	0
FTYROW: Making left turn	9 FTYROW: From driveway	0
FTYROW: From parked position	0 FTYROW: To pedestrian	0
FTYROW: Other	3 Drove around RR grade crossing gates	0
Disregarded RR Signal	0 Crossed centerline (undivided)	0
Crossed median (divided)	0 Traveling wrong way or on wrong side of road	0
Aggressive driving/road rage	1 Driving too fast for conditions	1
Exceeded authorized speed	0 Improper or erratic lane changing	1
Operating vehicle in an reckless/erratic/care...	0 Followed too close	6
Passing: On wrong side	0 Passing: Where prohibited by signs/markings	0
Passing: With insufficient distance/inadequa...	0 Passing: Through/around barrier	0
Passing: Other passing	0 Made improper turn	3
Driver Distraction: Manual operation of an e...	0 Driver Distraction: Talking on a hand-held d...	0
Driver Distraction: Talking on a hands free ...	0 Driver Distraction: Adjusting devices (radio...	0
Driver Distraction: Other electronic device ...	1 Driver Distraction: Passenger	0
Driver Distraction: Unrestrained animal	0 Driver Distraction: Reaching for object(s)/f...	0
Driver Distraction: Inattentive/lost in thou...	0 Driver Distraction: Other interior distracti...	1
Driver Distraction: Exterior distraction	0 Ran off road - right	0
Ran off road - straight	0 Ran off road - left	0
Lost control	1 Swerving/Evasive Action	0
Over correcting/over steering	0 Failed to keep in proper lane	0
Failure to signal intentions	0 Traveling on prohibited traffic way	0
Vehicle stopped on railroad tracks	0 Other: Vision obstructed	0
Other: Improper operation	0 Other: Disregarded warning sign	0
Other: Disregarded signs/road markings	0 Other: Illegal off-road driving	0
Downhill runaway	0 Separation of units	0
Towing improperly	0 Cargo/equipment loss or shift	0
Equipment failure	0 Oversized load/vehicle	0
Other: Getting off/out of vehicle	0 Failure to dim lights/have lights on	0
Improper backing	0 Improper starting	0
Illegally parked/unattended	0 Driving less than the posted speed limit	0
Operator inexperience	0 Other	2
Unknown	6 Not reported	0
Other: No improper action	1	



**Iowa Crash Analysis Tool
Quick Report
2020-2025**

Time of Day/Day of Week														
Day of Week	12 AM to 2 AM	2 AM to 4 AM	4 AM to 6 AM	6 AM to 8 AM	8 AM to 10 AM	10 AM to Noon	Noon to 2 PM	2 PM to 4 PM	4 PM to 6 PM	6 PM to 8 PM	8 PM to 10 PM	10 PM to 12 AM	Not reported	Total
Sunday	0	0	0	0	1	0	1	0	1	2	0	1	0	6
Monday	0	0	0	0	0	0	1	1	0	2	0	0	0	4
Tuesday	0	0	0	0	0	0	0	1	2	0	1	1	0	5
Wednesday	0	0	0	0	1	1	0	2	1	0	0	0	0	5
Thursday	0	0	0	0	0	1	0	1	1	1	1	0	0	5
Friday	0	0	0	0	0	3	0	2	2	0	1	0	0	8
Saturday	0	0	0	0	0	1	2	0	1	2	1	0	0	7
Total	0	0	0	0	2	6	4	7	8	7	4	2	0	40

Manner of Crash Collision	40	Surface Conditions	40
Non-collision (single vehicle)	2	Dry	33
Head-on (front to front)	1	Wet	6
Rear-end (front to rear)	10	Ice/frost	0
Angle (oncoming left turn)	7	Snow	1
Broadside (front to side)	12	Slush	0
Sideswipe (same direction)	5	Mud/dirt	0
Sideswipe (opposite direction)	0	Water (standing or moving)	0
Rear to rear	1	Sand	0
Rear to side	0	Oil	0
Not reported	0	Gravel	0
Other	2	Not reported	0
Unknown	0	Other	0
		Unknown	0

Fixed Object Struck	78
Bridge overhead structure	0
Bridge/bridge rail parapet	0
Ditch	0
Ground	0
Guardrail - face	0
Concrete traffic barrier (median or right sid...	0
Cable barrier	0
Utility pole/light support	0
Traffic signal support	0
Fire hydrant	0
Tree	0
Snow bank	0
Wall	0
Other fixed object	0
Bridge pier or support	0
Curb/island/raised median	0
Embankment	0
Culvert/pipe opening	0
Guardrail - end	0
Other traffic barrier	0
Impact attenuator/crash cushion	0
Traffic sign support	1
Other post/pole/support	0
Mailbox	0
Landscape/shrubbery	0
Fence	0
Building	0
None (no fixed object struck)	77



Iowa Crash Analysis Tool
Quick Report
2020-2025

Driver Age/Driver Gender					
Driver Age - 5 year Bins	Female	Male	Not reported	Unknown	Total
< 14	0	0	0	0	0
= 14	0	0	0	0	0
= 15	0	0	0	0	0
= 16	0	3	0	0	3
= 17	1	2	0	0	3
= 18	4	2	0	0	6
= 19	1	0	0	0	1
= 20	1	0	0	0	1
>= 21 and <= 24	5	6	0	0	11
>= 25 and <= 29	3	7	0	0	10
>= 30 and <= 34	1	4	0	0	5
>= 35 and <= 39	1	2	0	0	3
>= 40 and <= 44	1	4	0	0	5
>= 45 and <= 49	3	4	0	0	7
>= 50 and <= 54	4	0	0	0	4
>= 55 and <= 59	1	0	0	0	1
>= 60 and <= 64	2	3	0	0	5
>= 65 and <= 69	1	1	0	0	2
>= 70 and <= 74	2	0	0	0	2
>= 75 and <= 79	0	2	0	0	2
>= 80 and <= 84	0	2	0	0	2
>= 85 and <= 89	0	0	0	0	0
>= 90 and <= 94	0	0	0	0	0
>= 95	0	0	0	0	0
Not reported	0	0	0	0	0
Unknown	0	0	5	0	5
Total	31	42	5	0	78

Alcohol Test Given	78
None	61
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	17

Drug Test Given	78
None	61
Blood	0
Urine	0
Breath	0
Vitreous	0
Refused	0
Not reported	17

Drug Test Result	78
Negative	0
Cannabis	0
Central Nervous System depressants	0
Central Nervous System stimulants	0
Hallucinogens	0
Inhalants	0
Narcotic Analgesics	0
Dissociative Anesthetic (PCP)	0
Prescription Drug	0
Not reported	78
Other	0

Drug/Alcohol Related	40
Drug	0
Alcohol (< Statutory)	0
Alcohol (Statutory)	0
Drug and Alcohol (< Statutory)	0
Drug and Alcohol (Statutory)	0
Refused	0
Under Influence of Alcohol/Drugs/Medications	1
None Indicated	39

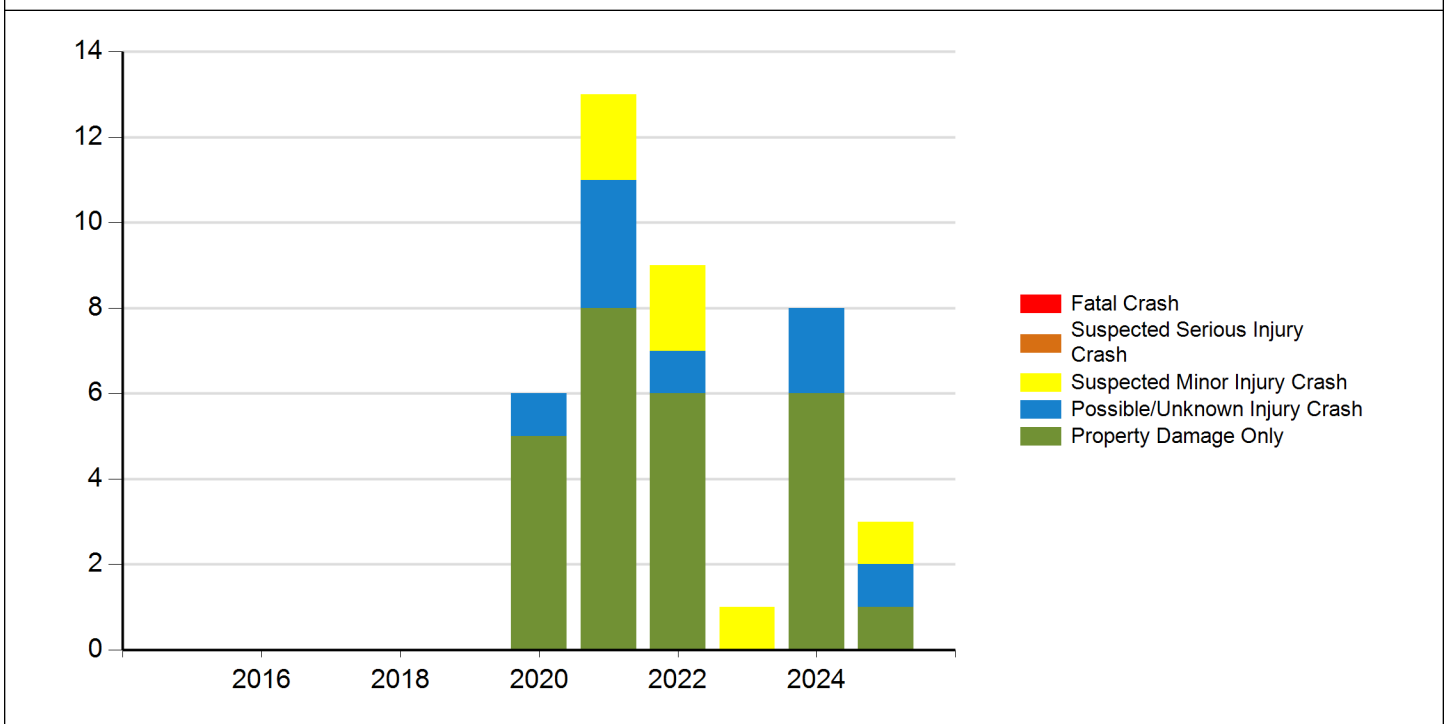


Iowa Crash Analysis Tool
Quick Report
2020-2025

Crash Severity - Annual

Crash Year	Fatal Crash	Suspected Serious Injury Crash	Suspected Minor Injury Crash	Possible/Unknown Injury Crash	Property Damage Only	Total
2015	0	0	0	0	0	0
2016	0	0	0	0	0	0
2017	0	0	0	0	0	0
2018	0	0	0	0	0	0
2019	0	0	0	0	0	0
2020	0	0	0	1	5	6
2021	0	0	2	3	8	13
2022	0	0	2	1	6	9
2023	0	0	1	0	0	1
2024	0	0	0	2	6	8
2025	0	0	1	1	1	3
Total	0	0	6	8	26	40

Severity/Year



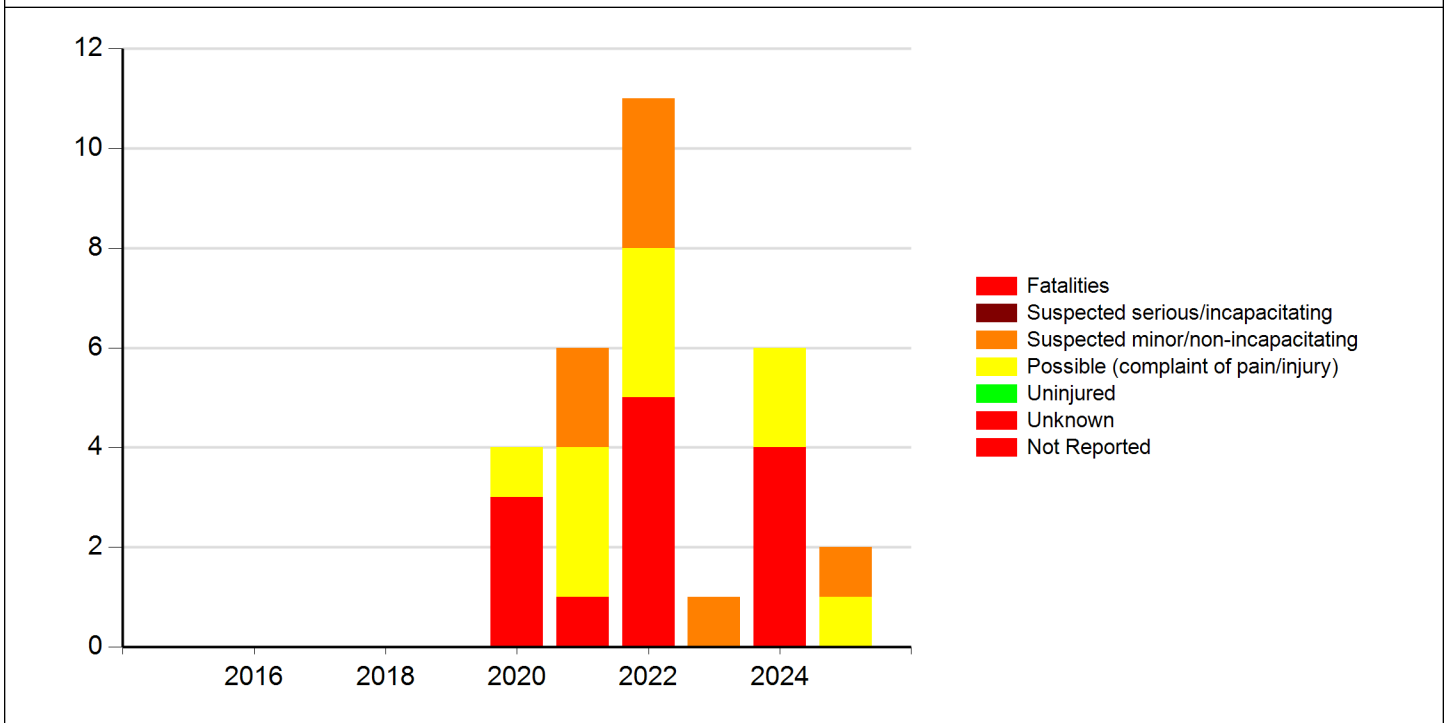


Iowa Crash Analysis Tool
Quick Report
2020-2025

Injury Status - Annual

Crash Year	Fatalities	Suspected serious/incapacitating	Suspected minor/non-incapacitating	Possible (complaint of pain/injury)	Uninjured	Unknown	Not Reported	Total
2015	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0
2020	0	0	0	1	0	0	3	4
2021	0	0	2	3	0	1	0	6
2022	0	0	3	3	0	0	5	11
2023	0	0	1	0	0	0	0	1
2024	0	0	0	2	0	0	4	6
2025	0	0	1	1	0	0	0	2
Total	0	0	7	10	0	1	12	30

Injury Status/Year





Iowa Crash Analysis Tool
Quick Report
2020-2025

Meeting the following criteria

Jurisdiction: Statewide
Year: 2020, 2021, 2022, 2023, 2024, 2025
Map Selection: Yes
Filter: None

Analyst Information



PUBLIC HEARING NOTICE | COMMITTEE OF THE WHOLE

To: All property owners within 500 feet of the subject property located at 5348 Elmore Circle.

Committee of the Whole Public Hearing Meeting

Date: 8/20/2025

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 public hearing will be held for a Rezoning Request. The subject property is currently zoned C-3 General Commercial District. The request is to rezone the property to IC Institutional Campus District. The purpose is to redevelop the former AT&T Call Center Building into an educational facility for Coram Deo Academy.

Request/Case Description

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

Plan and Zoning Commission Recommendation:

At its August 5, 2025 meeting, the Plan and Zoning Commission recommended Case REZ25-04 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 Regional Commercial.
2. The proposed zoning map amendment to IC Institutional Campus District is appropriate for an 'Educational Facility-Primary or Secondary'.
3. The zoning map amendment and submitted land use plan are compatible with the established commercial character of the area.
4. The proposed zoning map amendment is consistent with other uses permitted within the existing zoning classification.
5. The proposed zoning map amendment will not impact the public health, safety, and welfare of the City.
6. The proposed zoning map amendment does not create any 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, August 20, 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.

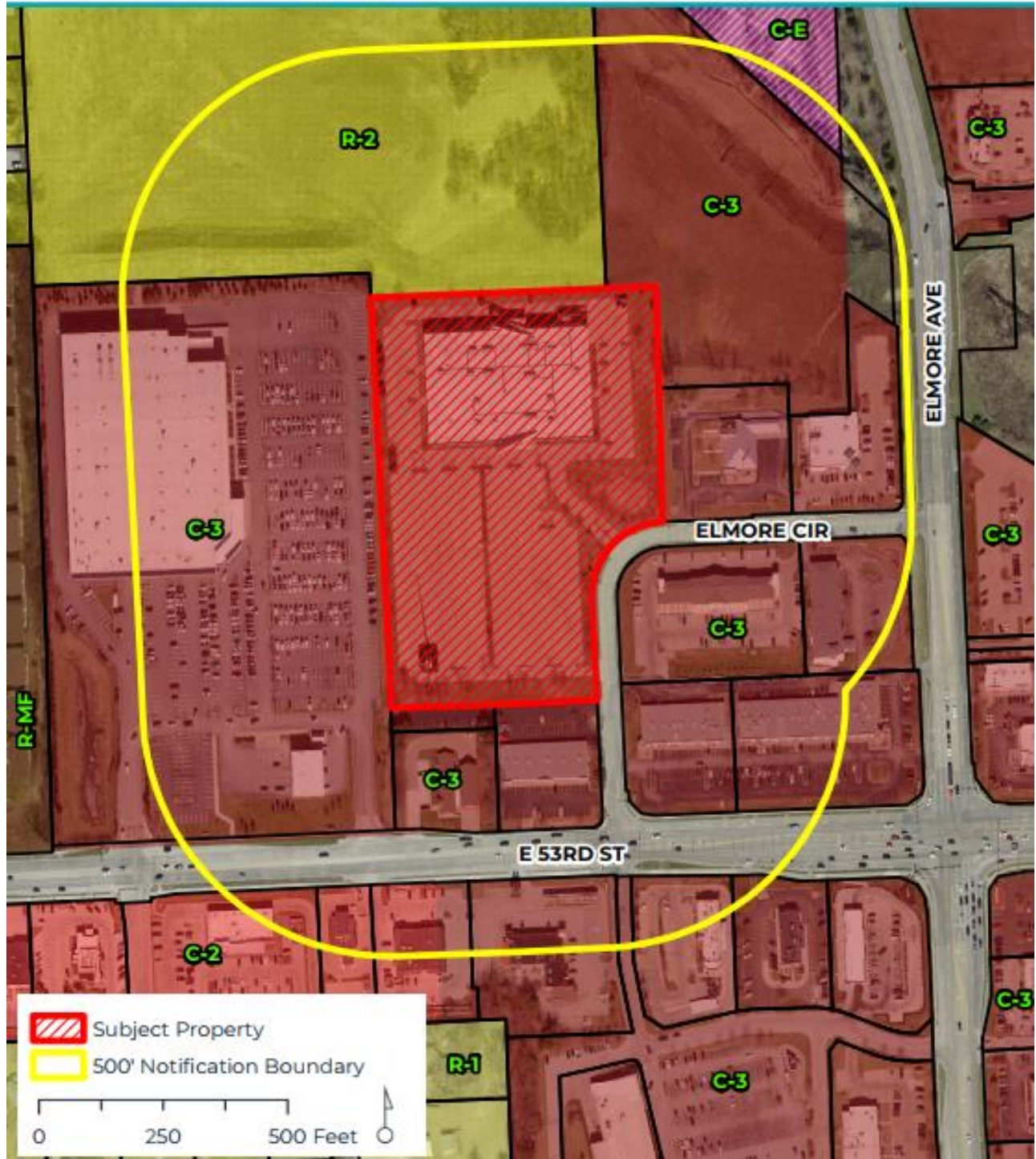
All written comments and protests already received will be forwarded to the Committee of the Whole. The Committee of the Whole meeting can be viewed live at www.davenportiowa.com/watchlive.

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



Public Notice Map | Case REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]





PUBLIC HEARING NOTICE | PLAN AND ZONING COMMISSION

To: All property owners within 500 feet of the subject property located at 5348 Elmore Circle.

Plan & Zoning Commission Public Hearing Meeting

Date: 7/15/2025

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 public hearing will be held for a Rezoning Request. The subject property is currently zoned C-3 General Commercial District. The request is to rezone the property to IC Institutional Campus District. The purpose is to redevelop the former AT&T Call Center Building into an educational facility for Coram Deo Academy.

Request/Case Description

Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]

What are the Next Steps after the Public Hearing?

The Plan and Zoning Commission will hold a formal public hearing at their meeting on July 15, 2025. The Plan and Zoning Commission will vote (provide a recommendation) to the City Council at their meeting on August 5, 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 planning@davenportiowa.com.

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?

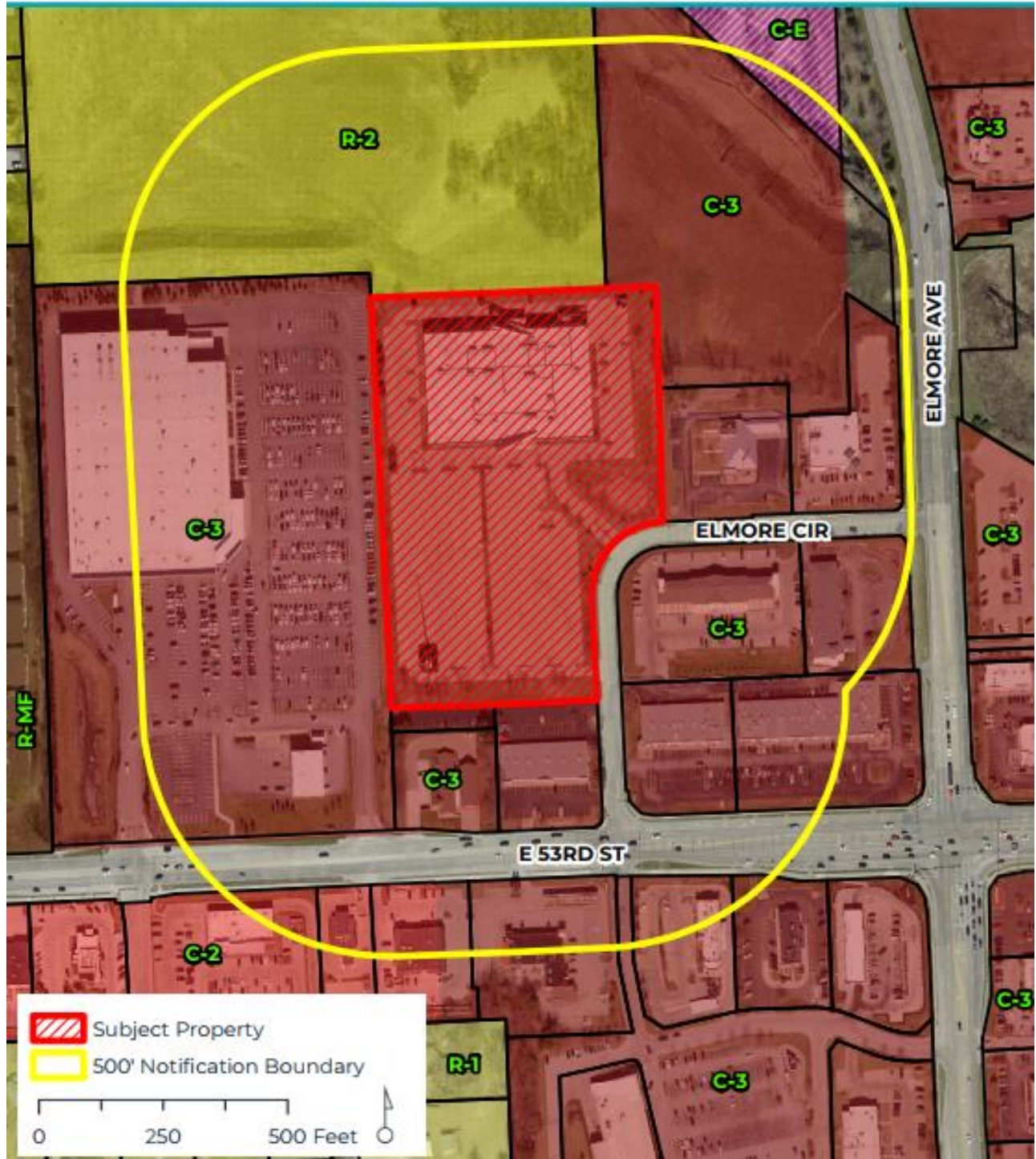
If you have any questions or if accommodations are needed for any reason, please contact the planner assigned to this project (Matt Werderitch) at matt.werderitch@davenportiowa.com or 563-888-2221. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (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 REZ25-04

Request of Coram Deo Academy to rezone 5348 Elmore Circle, being approximately 10.72 acres of land, from C-3 General Commercial District to IC Institutional Campus District. [Ward 6]



Davenport Plan and Zoning Commission

July 15, 2025

RE: Case REZ25-04: Request of Coram Deo Academy to rezone 5348 Elmore Circle

Our Family owns the VTS Farm Parcel A LLC, which is within 500 feet of the proposed rezoning property. While we understand and support that the former AT&T Call Center Building be repurposed, we are opposed to this rezoning request. This rezoning could have adverse effects on our property for future sale and development due to the City of Davenport's 600-foot separation between establishments selling liquor and schools or child care facilities.

Our Family has worked with the Plan and Zoning Commission and the City Council for many years on various development projects along the 53rd Street and Elmore Corridor. We would like to engage in finding a potential solution. We are aware that there is a waiver process and one of the factors that could be taken into consideration is Pheasant Creek as it would provide a geographical buffer. However, we would propose that our property be exempt from this 600-foot restriction and that it be legally written and agreed to by Coram Deo Academy and the City of Davenport.

We will be attending the Public Hearing Meeting on July 15, 2025 to address any questions you might have.

Sincerely,

Carolyn Webber
Marilyn Schreiber
Operating Managers for VTS Farm Parcel A

Werderitch, Matt

From: Dr. Ryan Lee [REDACTED]
Sent: Thursday, July 31, 2025 8:06 AM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Coram Deo Academy

Categories: Green Category

ATTENTION: This is an external email.

Dear Ms. Berkley and Mr. Werderitch,

I'm writing to express my strong support for the rezoning of the former AT&T Call Center located at 5348 Elmore Circle for use by Coram Deo Academy.

As a member of this community and someone familiar with the positive influence of Coram Deo Bible Church and its affiliated school, I can confidently say that Coram Deo Academy would be a tremendous asset to the city of Davenport. The school has experienced steady growth over the past five years and now seeks a facility that can accommodate its expanding student body. This location provides an ideal solution — not only because of its accessibility, but because it restores valuable use to a property that has stood idle for years.

From a city planning perspective, this proposal offers a practical and purposeful reuse of a large facility that would otherwise require significant investment just to attract a potential buyer. Coram Deo Academy brings with it a clear vision and the means to carry it out — resulting in consistent activity, educational opportunity, and increased community engagement. Families from across the Quad Cities already attend the school and will now be more connected to Davenport through their daily presence and patronage of local businesses.

Concerns regarding traffic or property tax status should be weighed against the long-term benefits: a thriving, mission-driven school offers greater community return than an empty or speculative commercial property. It would be short-sighted to let a space like this go underused when a positive, prepared solution is ready to move forward.

I respectfully encourage the Commission and the City of Davenport to approve this rezoning request. Doing so would not only support education and families in our region, but would also reflect a forward-thinking approach to city revitalization and resource stewardship.

Sincerely,

Dr. Ryan Lee

Spring Park Oral and Maxillofacial Surgeons, PC, Davenport, IA

Coram Deo Bible Church Member

Father of two children attending Coram Deo Academy

July 31, 2025

Mayor Mike Matson
Davenport Planning and Zoning Commission

Regarding:

Rezoning of the AT&T Call Center
5348 Elmore Circle, Davenport, IA 52807

My name is Tim Millage and I am a lifelong resident of the Quad Cities. I am writing to express my sincere appreciation for your continued service and dedication to the thoughtful planning and development of our city. Your time, energy, and commitment do not go unnoticed, and I am grateful for your role in shaping our community's future.

I would also like to voice my strong support for the proposed rezoning of the AT&T building for Coram Deo Academy. This project represents a unique and timely opportunity to revitalize an underutilized space with a significant private investment—more than \$10 million—by a business ready to repurpose the building and bring it back to life.

While I understand that some concerns have been raised regarding this rezoning, I believe they can be reasonably addressed and there are many positives for granting this request.

- **Coram Deo Academy will be a tremendous neighbor.** The Academy is an extension of Coram Deo Bible Church, who has demonstrated over the past 20-years to be a growing, positive member of the Davenport and greater Quad Cities region. The Academy carries the tradition of excellence towards the community and will be a welcome neighbor, just like the church.
- **The repurposing of this space is the best and highest use.** This property is a step off main thoroughfares of 53rd Street and Elmore but does not directly connect to either. It is in the main part of town, however sitting right behind prime properties. The property includes a large deteriorating building on minimally maintained property that has been empty for years. I understand the city has a vision for that corridor, and repurposing this property should be seen as a positive step towards realizing the vision by revitalizing a large, existing, deteriorating facility and bringing life to a location that has been dormant for years.
- **Local buyers with a positive 20-year history in the community willing to spend +\$10 million on a revitalization project are exceptionally rare.** While some may feel this redevelopment is not fully in line with the city's long-term vision, I would respectfully remind the Commission that opportunities of this scale are rare. There are few businesses ready and willing to invest \$10+ million into existing infrastructure. With the Academy, not only do you have a willing buyer, but the buyer has a long history of being a positive community member. Supporting this rezoning is a practical step that moves us toward economic growth and adaptive reuse of available resources—key components of any vibrant city vision.

- **Traffic will increase if the city desires development.** The building currently includes over 500 parking spaces. Increased traffic should not be considered a new or unmanageable issue. Any reoccupation of the property—regardless of the rezoning request—will naturally bring additional traffic. If the city’s goal is to see this site actively used, increased activity is an expected and positive indicator of growth.

I serve as a chief financial officer for a media company headquartered in Davenport. We have real estate all over the county in prime locations in mid-sized communities, like Davenport, and in a few instances, we are looking to sell property. In my experience, unique properties, like the AT&T building, take a long time to sell – oftentimes years to market and years to close, if you find the right buyer.

As an example, last week the company I work for closed on a property in Greensboro, NC that was listed in 2017 and have actively marketed ever since. This property was a major strain on the community for years. I have had similar experience with properties in the heart of downtown Billings, MT, St Louis, MO, Buffalo, NY, Orangeburg, SC and others with many of them still on the market today. Buyers of these properties are rare, and good buyers that have long standing relationships with the community are exceptionally rare. I believe the city has found an exceptionally rare buyer for the AT&T building in Coram Deo Academy.

I urge you to consider the long-term value this project can bring to our community. As a business that has proudly operated in this city for over 20 years, we have consistently demonstrated our commitment to being a respectful and responsible neighbor. We have built strong relationships within the community, contributed to the local economy, and upheld the values that make this city a desirable place to live and work. This rezoning proposal is a continuation of that commitment. It represents not just an investment in a building, but an investment in the city’s future—a future that honors its past while embracing new opportunities. We respectfully ask for your support in making this next chapter possible.

Respectfully,

Tim Millage

Chief Financial Officer **LEE ENTERPRISES**

4600 E 53rd Street Davenport, IA, 52807

Werderitch, Matt

From: David Nelson [REDACTED]
Sent: Wednesday, July 30, 2025 5:24 PM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Support for Coram Deo Academy Re-zoning

Categories: Green Category

ATTENTION: This is an external email.

Laura & Matt -

As a parent and resident of Le Claire, I'm writing in full support of Coram Deo Academy's proposed rezoning at 5348 Elmore Circle. I believe this project is an economic and civic win for Davenport.

The CDA vehicle traffic of only ~200 vehicles even at full capacity is a drop in the bucket compared to the ~40,000 daily average on 53rd Street. Yet, the families behind those cars are consistent patrons who stop for gas, lunch and retail shopping—five days a week, twice a day. That's a quiet but reliable economic activity for nearby businesses in the corridor.

With respect to Elmore Circle specifically, it is virtually empty at the morning drop off times, as most all immediately adjacent businesses do not open until after 9am. Pickup time falls during the dining lull between lunch and dinner and is also a relatively quiet time on Elmore Circle.

As you are aware, in today's climate, few are interested in taking on a multi-million dollar project and all that it entails. Abandoned retail and office space is abound, and this initiative is the most realistic option to breathe new life into this parcel to maintain and build upon efforts that support the broader comprehensive plan.

Approving this is not just about education—it's about revitalization, smart land reuse, and community growth. Please support the rezoning. Davenport stands to gain far more than it gives up.

Thanks for reading.

Sincerely,
David Nelson
Le Claire, IA

Werderitch, Matt

From: Palmer, Ben [REDACTED]
Sent: Wednesday, July 30, 2025 4:27 PM
To: Berkley, Laura; Werderitch, Matt
Subject: [EXT] Support for Rezoning – 5348 Elmore Circle

Categories: Green Category

ATTENTION: This is an external email.

Dear Laura and Matt,

I'm writing to express my strong support for the rezoning of the former AT&T Call Center at 5348 Elmore Circle to allow Coram Deo Academy (CDA) to relocate and expand its educational mission.

CDA has a proven track record of contributing positively to the community and would bring renewed vitality to a property that has sat idle for years. The location is ideal—central to the Quad Cities and well-positioned near major corridors, minimizing traffic impact.

Beyond its educational value for our future professionals, this project represents a significant economic opportunity. The building requires an estimated \$6–10 million in improvements—investment that will stimulate local construction, services, and long-term economic activity in Davenport.

This is a timely opportunity to repurpose a large, underutilized facility in a way that benefits families, supports local business, and aligns with the city's long-term development goals. I encourage you to approve the rezoning request and help bring new life to this part of Davenport. Thank you for your time and consideration in this matter.



Ben Palmer

Vice President Procurement and Logistics | Tri-City Group

6225 N Brady St Davenport, IA 52806
www.tricitygroup.com



The information contained in this communication is confidential, private, or otherwise privileged and is intended for the use of the addressee. Unauthorized use, disclosure or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately at 563.322.7181.

Letter of Support for Rezoning 5348 Elmore Circle

To Mayor Mike Matson and the Planning and Zoning Committee

Dear Mayor Matson and Members of the Planning and Zoning Committee,

I am writing as a dedicated member of the Davenport business community, the owner of several commercial properties—including Total Solutions, Inc. and Fred's Towing—and, most personally, as a parent of two students at Coram Deo Academy. My wife is also a committed teacher at CDA, giving our family a deep and daily investment in the school's mission and success.

The benefits of allowing Coram Deo Academy to establish itself at 5348 Elmore Circle are significant. Students will come from all over the Quad Cities, ensuring that this site continues to provide access and opportunity for Davenport residents while serving the broader region. Increased activity in the area will benefit neighboring businesses, as families dropping off and picking up students will likely support local shops and services. This renewed energy will help revitalize a part of town that has, in recent times, faced challenges such as squatters occupying the parking lot.

Supporting educational initiatives like Coram Deo Academy not only enriches our community, but also stimulates growth and vibrancy throughout the surrounding area. An institution devoted to high-quality education attracts families, generates jobs, and fosters a sense of civic pride, while making the most of Davenport's existing resources.

This proposed rezoning reflects my vision for a dynamic and forward-thinking Davenport. I am confident that Coram Deo Academy will continue to serve as a valuable asset to our city, offering exceptional educational opportunities and strengthening our neighborhoods. As both a business owner and a parent, I have seen firsthand the positive economic and social impact that a thriving school can bring to a community.

I respectfully urge you to approve the rezoning of 5348 Elmore Circle in support of Coram Deo Academy's mission and our shared vision for a thriving Davenport.

Thank you for your time and for your dedication to the future of our community.

Sincerely,

Aaron Tennant

Owner, Total Solutions, Inc. & Fred's Towing

Parent of CDA students

Spouse of a CDA teacher

Davenport, IA

Werderitch, Matt

From: Jeremy Tatman [REDACTED]
Sent: Monday, August 4, 2025 12:16 PM
To: Berkley, Laura; Werderitch, Matt
Cc: Grady Adkins
Subject: [EXT] Coram Deo Academy

ATTENTION: This is an external email.

To Whom It may Concern,

My name is Jeremy Tatman. I own the Chick-fil-A on 53rd and Elmore. I hoped to be at the rezoning commission meeting tomorrow, but I will be out of town and will not arrive in time.

I still wanted to share my thoughts, specifically around traffic. Having been at this location for over 17 years and gone through the last street repairs in front of my business, I wanted to share that I do not have any concerns for additional traffic caused by the school. The time school starts may even bring additional business to me and other businesses in the area. Similarly, the time school ends is before the normal traffic increase we see around 4pm. I do not have any concerns that the school will make our busy intersection worse. I have driven through the lot a few times and feel very comfortable with the additional traffic.

Additionally, I think the school will add to our Davenport community! This building has been empty for the last 5 years. I would love to see another great organization bringing life and traffic to the area.

Thanks for considering and please let me know if you have any questions. I can be reached anytime at 832-640-7642.

Jeremy Tatman

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	

Spot Zoning

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

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

City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution authorizing the conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings, LLC, Petitioner. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

Heights Holdings LLC is the owner of the old Village Theatre at 2113 East 11th Street. The intent is to rehabilitate the building into a community center. As part of the rehabilitation project, there is a proposal to add a concrete terrace to the south facade. A rendering of the proposed terrace is provided below.



The proposed area for the terrace is on unused land adjacent to the public parking lot on the corner of River Drive and Mound Street (see attached location map). The Petitioner proposes to purchase the 15 feet directly south of the existing building. The land has been appraised for \$1,500 and the petitioner proposes to pay the full appraisal amount.

The property has the following legal description:

Part of the southwest quarter of Section 30, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa, more particularly described as follows: Commencing at a point of the south line of East 11th Street (formerly Eddy Street) in the City of Davenport, Iowa, 130 feet east of Mound Street; Thence South $01^{\circ}52'42''$ East, a distance of 150.00 feet to the point of the beginning; Thence North $88^{\circ}38'57''$ East, a distance of 49.00 feet; Thence South $01^{\circ}52'38''$ East, a distance of 15.00 feet; Thence South $88^{\circ}38'57''$ West 49 feet; Thence North $01^{\circ}52'42''$ West to the Point of the Beginning, containing 735 square feet, more or less and subject to easements and restrictions of record.

A Public Hearing was held on September 3, 2025, in accordance with Iowa law. Adoption of the

Resolution will authorize the Mayor and staff to execute closing documents and convey the property to the Petitioner.

Attachments:

1. Resolution
2. Location Map
3. Proposed Conveyance Plat of Survey

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION authorizing the conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings LLC, Petitioner.

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

Part of the southwest quarter of Section 30, Township 78 North, Range 4 East of the 5th P.M., Scott County, Iowa, more particularly described as follows: Commencing at a point of the south line of East 11th Street (formerly Eddy Street) in the City of Davenport, Iowa, 130 feet east of Mound Street; Thence South 01°52'42" East, a distance of 150.00 feet to the point of the beginning; Thence North 88°38'57" East, a distance of 49.00 feet; Thence South 01°52'38" East, a distance of 15.00 feet; Thence South 88°38'57" West 49 feet; Thence North 01°52'42" West to the Point of the Beginning, containing 735 square feet, more or less and subject to easements and restrictions of record.; and

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate; and

WHEREAS, Heights Holdings LLC desires to obtain the aforementioned real estate; and

WHEREAS, Heights Holdings LLC intends to purchase the aforementioned real estate for the appraised value of \$1,500; and

WHEREAS, per State requirements, notification of the Public Hearing was published, and the Public Hearing was held on September 3, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the conveyance of 735 square feet of City-owned property directly south of 2113 East 11th Street to Heights Holdings LLC, Petitioner, is hereby approved, and the mayor and staff are hereby authorized to execute documents necessary to accomplish the transfer.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



THE CITY OF
DAVENPORT
IOWA | USA

Village Theatre Proposed Conveyance

E 11TH ST

E0035-02
SCHNELL PROPERTIES
2107 E 11TH ST

E0035-01B
HEIGHTS HOLDINGS LLC
2113 E 11TH ST

**Lindsay
Park**

E0035-05
BOARD OF PARK COMMISSIONERS

E0035-04
MOUND STREET DEVELOPMENT LLC
1019 MOUND ST

**Village
Theatre**

49'

15'

**Proposed
Conveyance
Approx. 735 Sq Ft**

N



Feet

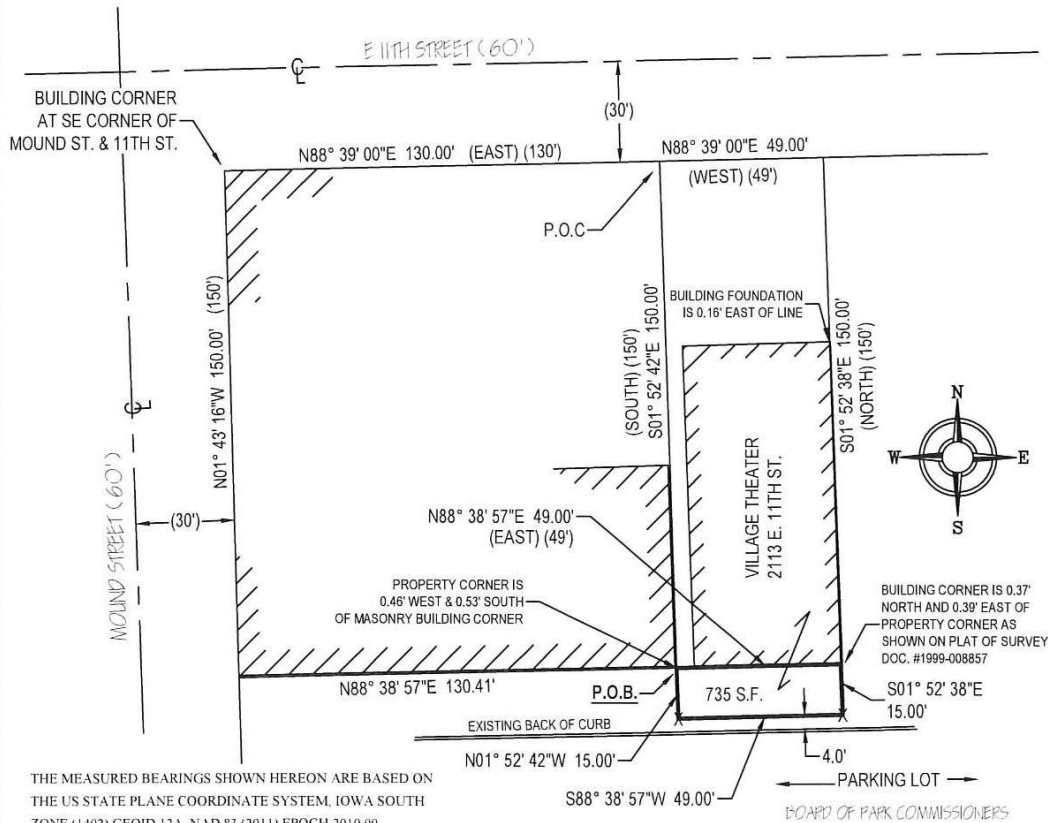


PLAT SURVEY

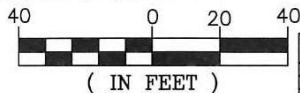
PREPARED BY / RETURN TO: Townsend Engineering, 2224 E. 12th Street, Davenport, Iowa 52803 (563) 386-4236

PLAT OF SURVEY

PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE SOUTH LINE OF EAST 11TH STREET (FORMERLY EDDY STREET) IN THE CITY OF DAVENPORT, IOWA, 130 FEET EAST OF MOUND STREET; THENCE SOUTH 01° 52' 42" EAST, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88° 38' 57" EAST, A DISTANCE OF 49.00 FEET; THENCE SOUTH 01° 52' 38" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 88° 38' 57" WEST, 49.00 FEET; THENCE NORTH 01° 52' 42" WEST TO THE POINT OF BEGINNING, CONTAINING 735 SQUARE FEET, MORE OR LESS AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



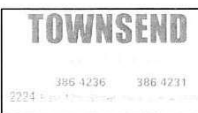
THE MEASURED BEARINGS SHOWN HEREON ARE BASED ON
THE US STATE PLANE COORDINATE SYSTEM, IOWA SOUTH
ZONE (1402) GEOID 12A, NAD 83 (2011) EPOCH 2010.00



PREPARED FOR:
HEIGHTS HOLDINGS LLC
5700 E. 53RD STREET
DAVENPORT, IA 52807

$$1'' = 40' \text{ (8.5x14)}$$

LEGEND
DEED DIMENSION = (0.00)
FIELD DIMENSION = (0.00)
MONUMENTS FOUND
AS NOTED =
MONUMENTS SET
#5 REBAR W/ PINK CAP #886(=
BOUNDARY LINE = _____
SET CUT "X" = _____
EASEMENT LINE = _____
NETBACK LINE = _____
SECTION LINE = _____



REVISIONS:
DATE

DATE:
5/16/2025

DRAWN BY:
KLC

CHECKED BY:
JDR

DRAWING LOCATION
S:\RUSSELL MICHE

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.

Jerry D. Rogers 6/16/2025
 JERRY D. ROGERS Date
 Iowa License Number: 8860
 My license renewal date is December 31, 2025
 Pages or sheets covered by this seal: 1



City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution approving Case F25-05 being the request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp for a final plat of Rockingham Ridge, a 2-lot subdivision on 35.24 acres located near the northeast corner of Rockingham Road and South Utah Avenue (Parcel 31833-05A). [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The Plan and Zoning Commission reviewed Case F25-05 at its March 18, 2025 meeting and 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.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions

1. The surveyor signs the plat.
2. The utility providers sign the plat when their easement needs have been met.
3. Provide an ingress-egress easement to enable access to Lot 1 of Eighty-Five Addition.

Background

MidAmerican Energy Company intends to construct a utility substation on Lot 2 of the final plat of Rockingham Ridge. Subdividing the site will facilitate the sale of land for development.

Comprehensive Plan

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

Future Land Use Designation

The subject property is designated as **Agricultural Reserve** in the Davenport +2035 Land Use Plan. This land use category designates areas located outside the Urban Service Area and unlikely to develop in the foreseeable future. Uses should be limited to agriculture and open

space, with only limited residential development needing minimal urban services.

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 **AG Agricultural District**. This district is intended to address existing agricultural land uses. The standards of the AG District promote the continuation of farming, and protect agricultural land uses from encroachment of incompatible developments.

Technical Review

1. Zoning: The purpose of the subdivision is to facilitate the development of a MidAmerican Energy Company utility station. Per Section 17.03.040 of the Zoning Ordinance, public utilities are exempt from the provisions of this Ordinance.
2. Streets: Both Lots 1 and 2 maintain frontage on Rockingham Road. The lots currently share a driveway and an access easement is established as part of this subdivision. Public right-of-way will not be dedicated as part of this plat as additional streets are not proposed.
3. Stormwater: Stormwater detention and water quality are not required with this subdivision, but will be required upon further development of the site. There is no public storm sewer system available south of Interstate 280.
4. Sanitary Sewer: There is no public sanitary sewer available south of Interstate 280.
5. Other Utilities: Normal utility services are available on this site.
6. Parks/Open Space: There are no impacts to parks/open space.

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F25-05 being the request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp for a final plat of Rockingham Ridge, a 2-lot subdivision on 35.24 acres located near the northeast corner of Rockingham Road and South Utah Avenue (Parcel 31833-05A).

WHEREAS, the Plan and Zoning Commission reviewed Case F25-05 at its March 18, 2025, meeting and 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; and
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements; and

Conditions

1. The surveyor signs the plat;
2. The utility providers sign the plat when their easement needs have been met; and
3. Provide an ingress-egress easement to enable access to Lot 1 of Eighty-Five Addition; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the final plat of Rockingham Ridge, an official plat in the SW FRL ¼ of Section 18, T-77N, R-3E in the City of Davenport, Scott County, Iowa, 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 10th day of September, 2025.

Approved:

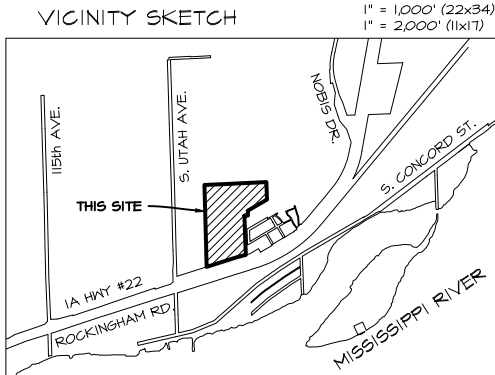
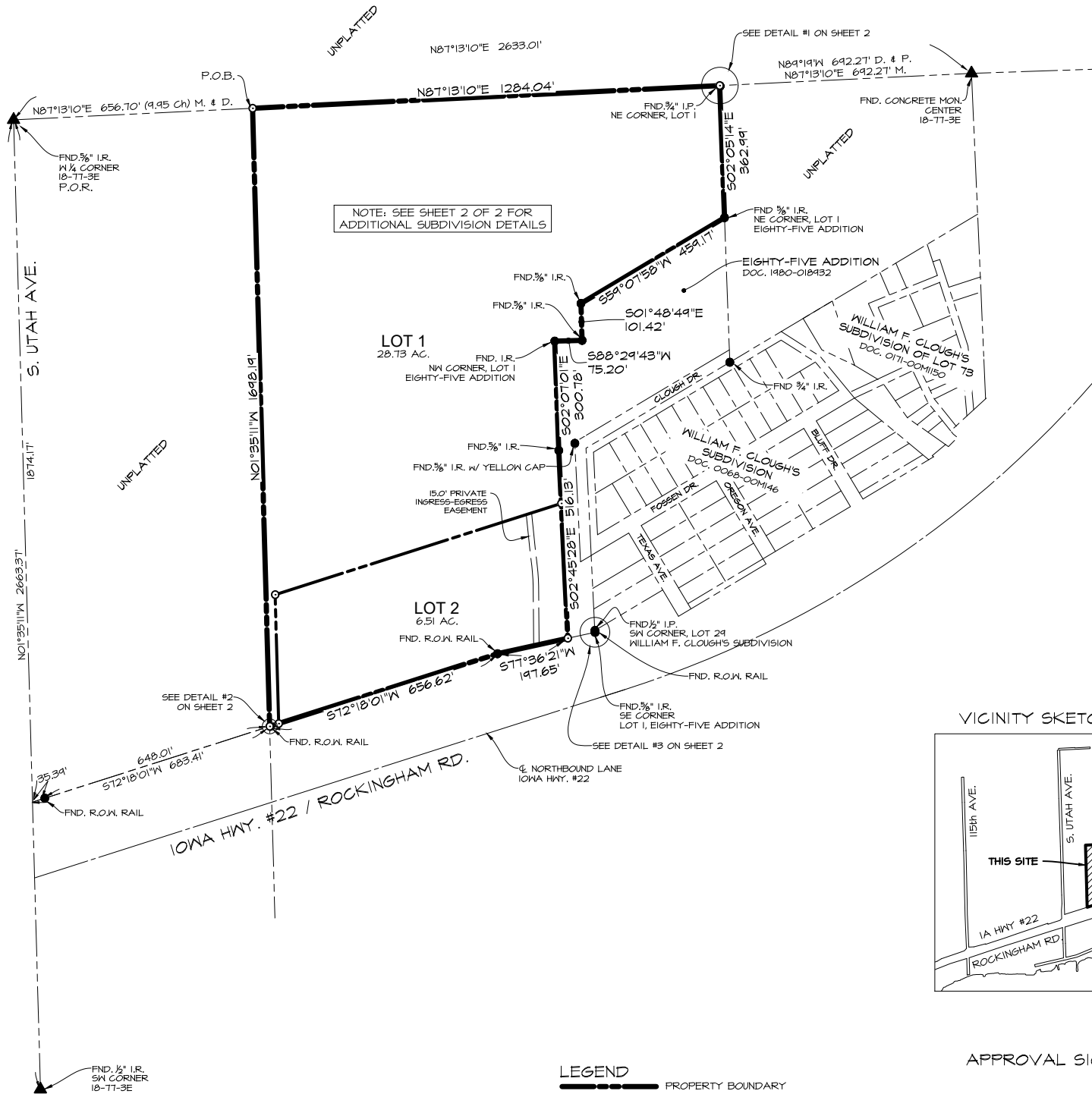
Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Q:\E-FILES\9000\9011\ C3D Drawings\PLATS\9011 Final Plat.dwg, 2/11/2025 8:10:43 AM, mdoistalik, 1-2

FINAL PLAT
ROCKINGHAM RIDGE
AN OFFICIAL PLAT IN THE SW FRL ¼ OF SECTION 18, T-77N, R-3E
IN THE CITY OF DAVENPORT,
SCOTT COUNTY, IOWA



LEGEND	
	PROPERTY BOUNDARY
	ADJACENT LOT LINES
	BUILDING SETBACK LINE (B.S.L.)
	EASEMENT LINE
	FOUND SECTION CORNER
	FOUND CORNER AS NOTED
	SET CORNER W/ 5/8" I.R. W/ ORANGE CAP #12265
	I.R.
	G.P.
	M.
	P.
	P.U.E.
	P.O.B.
	P.O.R.
	ADDRESS

APPROVAL SIGNATURES

MAYOR _____ DATE _____

CITY CLERK _____ DATE _____

PLANNING & ZONING COMMISSION _____ DATE _____

MIDAMERICAN ENERGY COMPANY _____ DATE _____

CENTURYLINK _____ DATE _____

MEDIA.COM _____ DATE _____

IOWA-AMERICAN WATER COMPANY _____ DATE _____

METRONET _____ DATE _____



SCALE: 1"=400' (11"x17")
SCALE: 1"=200' (22"x34")



OWNER
LINWOOD MINING AND MINERALS CORP
5401 VICTORIA AVE. STE. 100
DAVENPORT, IA 52801-2491

APPLICANT
MIDAMERICAN ENERGY COMPANY
P.O. BOX 651
DES MOINES, IOWA 50306-0651

LEGAL DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 18, T-77N, R-3E OF THE 5TH P.M., CITY OF DAVENPORT, SCOTT COUNTY IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AS A POINT OF REFERENCE AT THE W 1/4 CORNER OF SAID SECTION 18, THENCE N87°13'10"E, 656.70 FEET ALONG THE NORTH LINE OF SAID SW FRL 1/4 TO THE POINT OF BEGINNING; THENCE N87°13'10"E, 1284.04 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S02°05'14"E, 362.99 FEET TO THE NE CORNER OF LOT 1, EIGHT-FIVE ADDITION, AN OFFICIAL PLAT; THENCE S54°07'58"W, 459.17 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO A POINT; THENCE S01°48'44"E, 101.42 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S88°29'43"W, 75.20 FEET ALONG SAID NORTH LINE TO THE NW CORNER OF SAID LOT 1; THENCE S02°07'01"E, 300.78 FEET ALONG THE WEST LINE OF SAID LOT 1 TO A POINT; THENCE S02°45'28"E, 516.13 FEET ALONG SAID WEST LINE TO THE SW CORNER OF SAID LOT 1 AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF IOWA HIGHWAY #22 AS IT NOW EXISTS; THENCE S77°36'21"W, 197.65 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S72°18'01"W, 656.62 FEET ALONG SAID NORTH LINE TO A POINT; THENCE N01°35'11"W, 1648.14 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 35.24 ACRES, MORE OR LESS.

ZONING

S-AG AGRICULTURAL ZONING DISTRICT

BUILDING SETBACKS

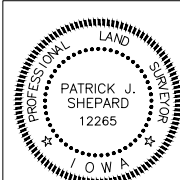
FRONT YARD 50 FEET
REAR YARD 50 FEET
SIDE YARD 20 FEET

NOTES

1. STORMWATER DETENTION AND WATER QUALITY TREATMENT WILL BE REQUIRED WITH ANY NEW DEVELOPMENT IN THIS SUBDIVISION AND SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER.
2. STORM WATER DETENTION EASEMENTS SHALL BE PROVIDED BY THE PROPERTY OWNERS WITH ANY NEW DEVELOPMENT ON THE LOTS.

INDEX LEGEND	
COUNTY:	SCOTT
CITY:	DAVENPORT
SUBDIVISION:	-
BLOCK:	-
LOTS:	-
SECTION	SW 1/4, SEC. 18-77-3E
PROPRIETOR (S):	LINWOOD MINING MINERALS CORP 5401 VICTORIA AVE. STE. 100 DAVENPORT, IA 52801-2491
REQUESTED BY:	MIDAMERICAN ENERGY COMPANY
PROFESSIONAL LAND SURVEYOR:	PATRICK J. SHEPARD, PLS
RETURN TO COMPANY:	CIVIL ENGINEERING CONSULTANTS, INC. ATTN: PATRICK J. SHEPARD, PLS 2400 86TH STREET, SUITE 12 DES MOINES, IA 50322 PHONE: 515-276-4884

CERTIFICATION



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.

PATRICK J. SHEPARD, IOWA LICENSE NO. 12265 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025
PAGES OR SHEETS COVERED BY THIS SEAL:

SHEET 1-2 OF 2

DATE:	02-11-2025
DATE OF SURVEY:	04-04-2024
DESIGNED BY:	MMD
DRAWN BY:	MMD

ROCKINGHAM RIDGE
DAVENPORT, IOWA
AN OFFICIAL PLAT IN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA

FINAL PLAT

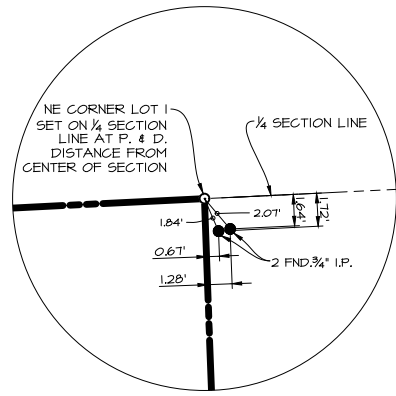
SHEET
OF 2

E-9011

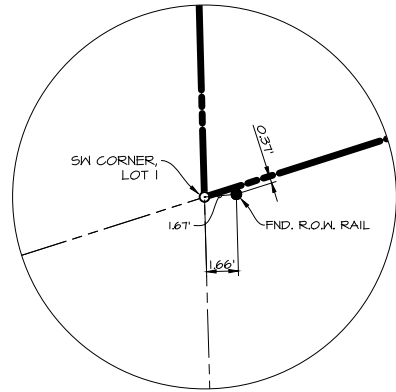
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12, Des Moines, Iowa 50322
515.276.4884, mail@cecinc.com



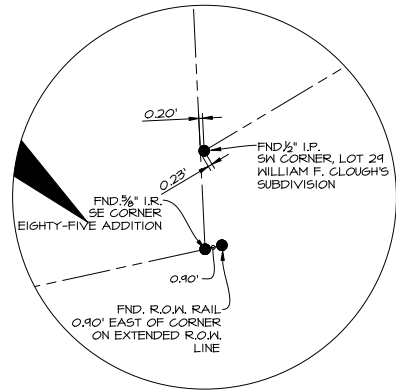
Q:\E-FILES\9000\9011\ C3D Drawings\PLATS\9011 Final Plat.dwg, 2/11/2025 8:10:45 AM, mdozialik, 1-2



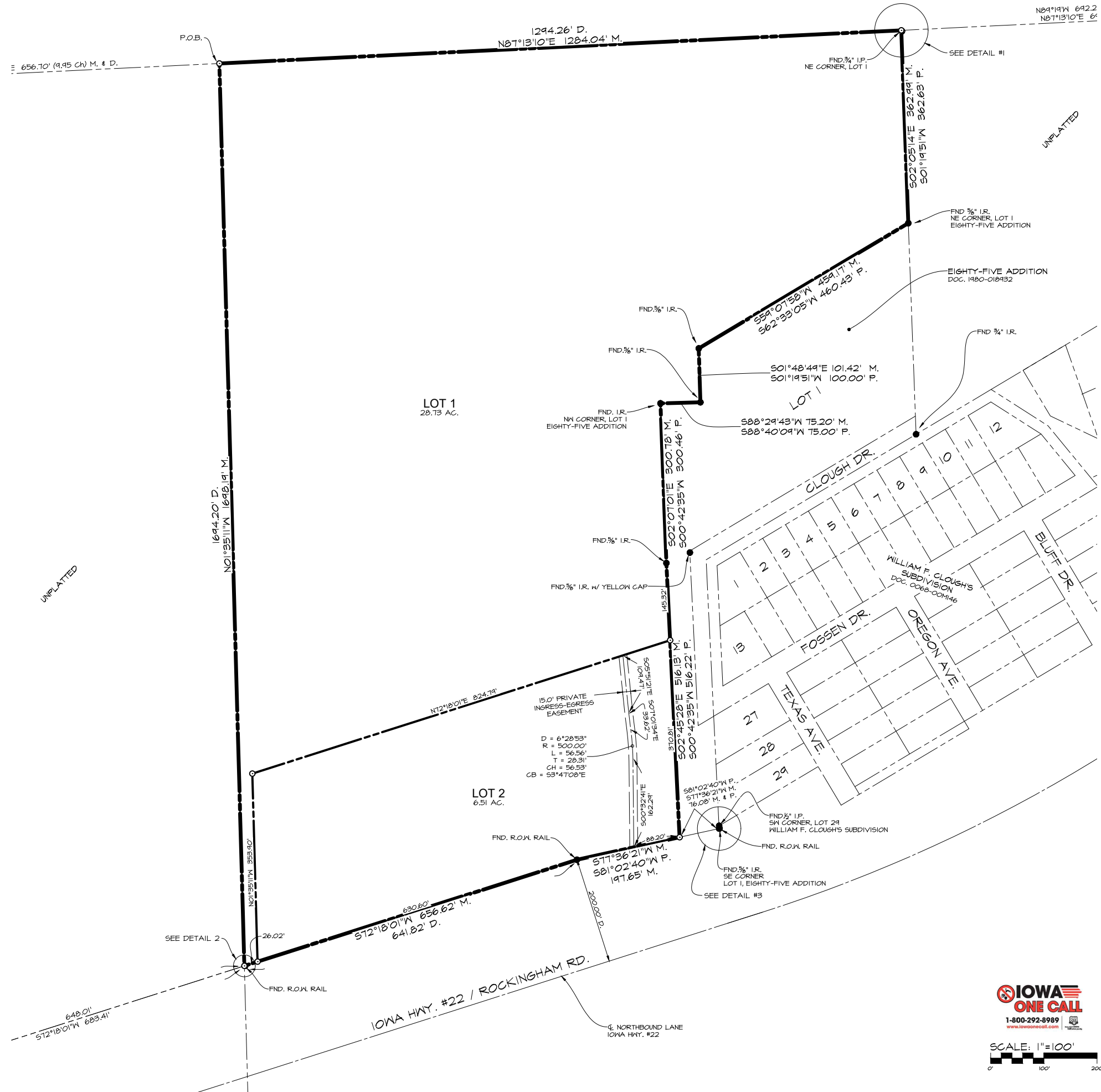
DETAIL #1



DETAIL #2



DETAIL #3

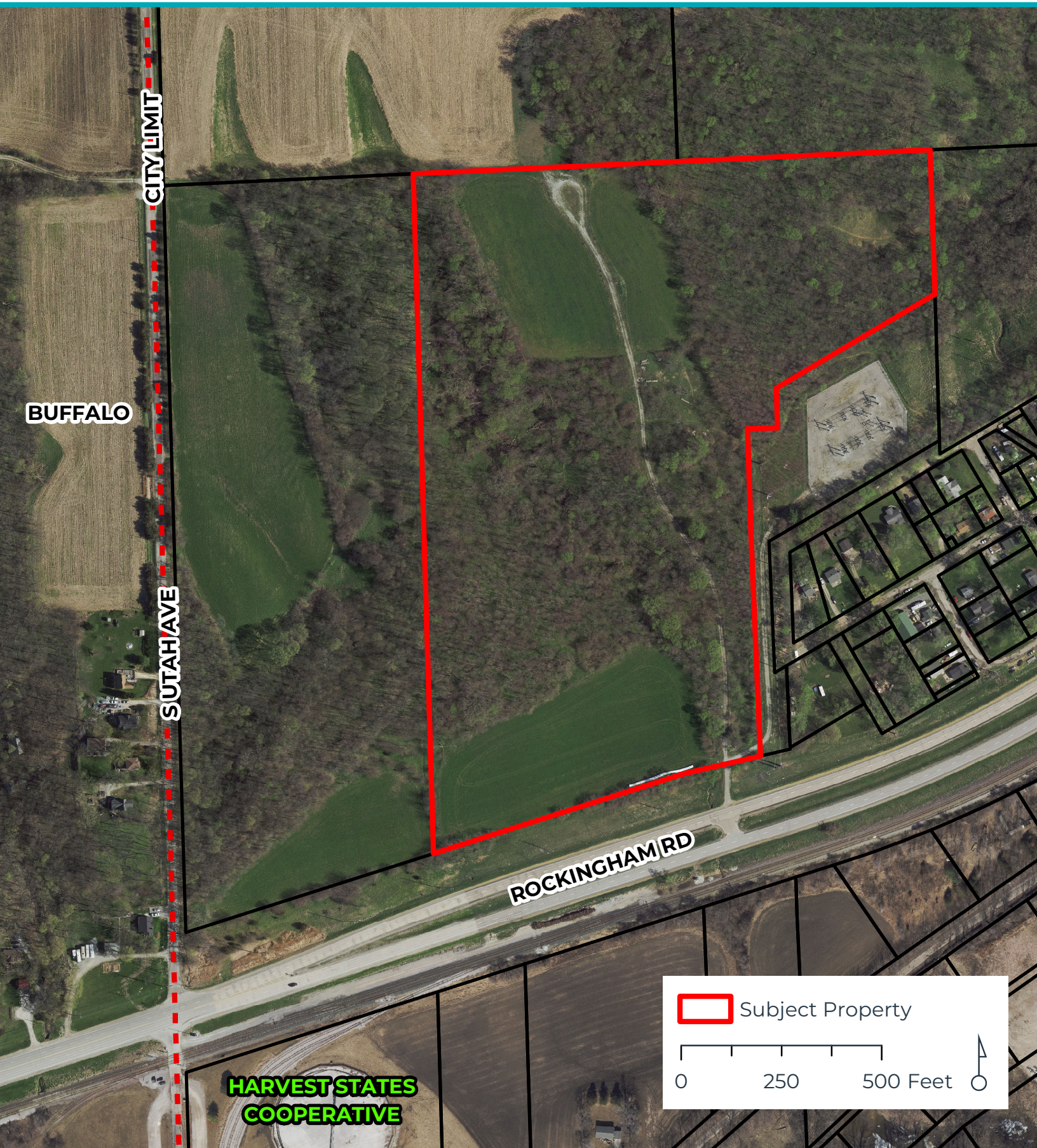


SCALE: 1"=100'



Vicinity Map | Case F25-05

Request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp. for a Final Plat of Rockingham Ridge. The 2-lot subdivision is located near the northeast intersection of Rockingham Road and South Utah Avenue, Parcel 31833-05A, on 35.24 acres. [Ward 1]





THE CITY OF
DAVENPORT
IOWA | USA

Topographic Map | Case F25-05

Request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp. for a Final Plat of Rockingham Ridge. The 2-lot subdivision is located near the northeast intersection of Rockingham Road and South Utah Avenue, Parcel 31833-05A, on 35.24 acres. [Ward 1]

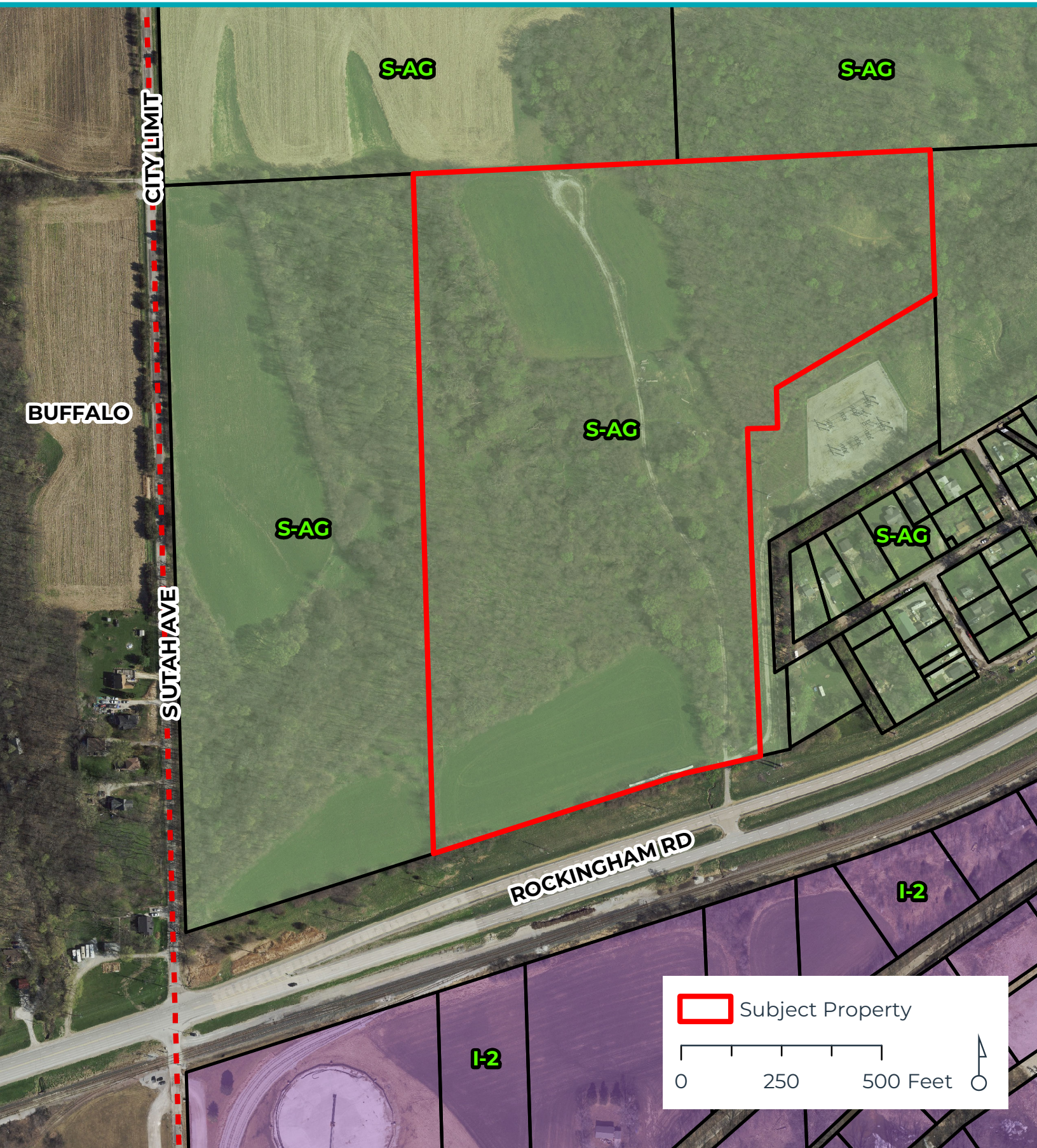




THE CITY OF
DAVENPORT
IOWA | USA

Zoning Map | Case F25-05

Request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp. for a Final Plat of Rockingham Ridge. The 2-lot subdivision is located near the northeast intersection of Rockingham Road and South Utah Avenue, Parcel 31833-05A, on 35.24 acres. [Ward 1]

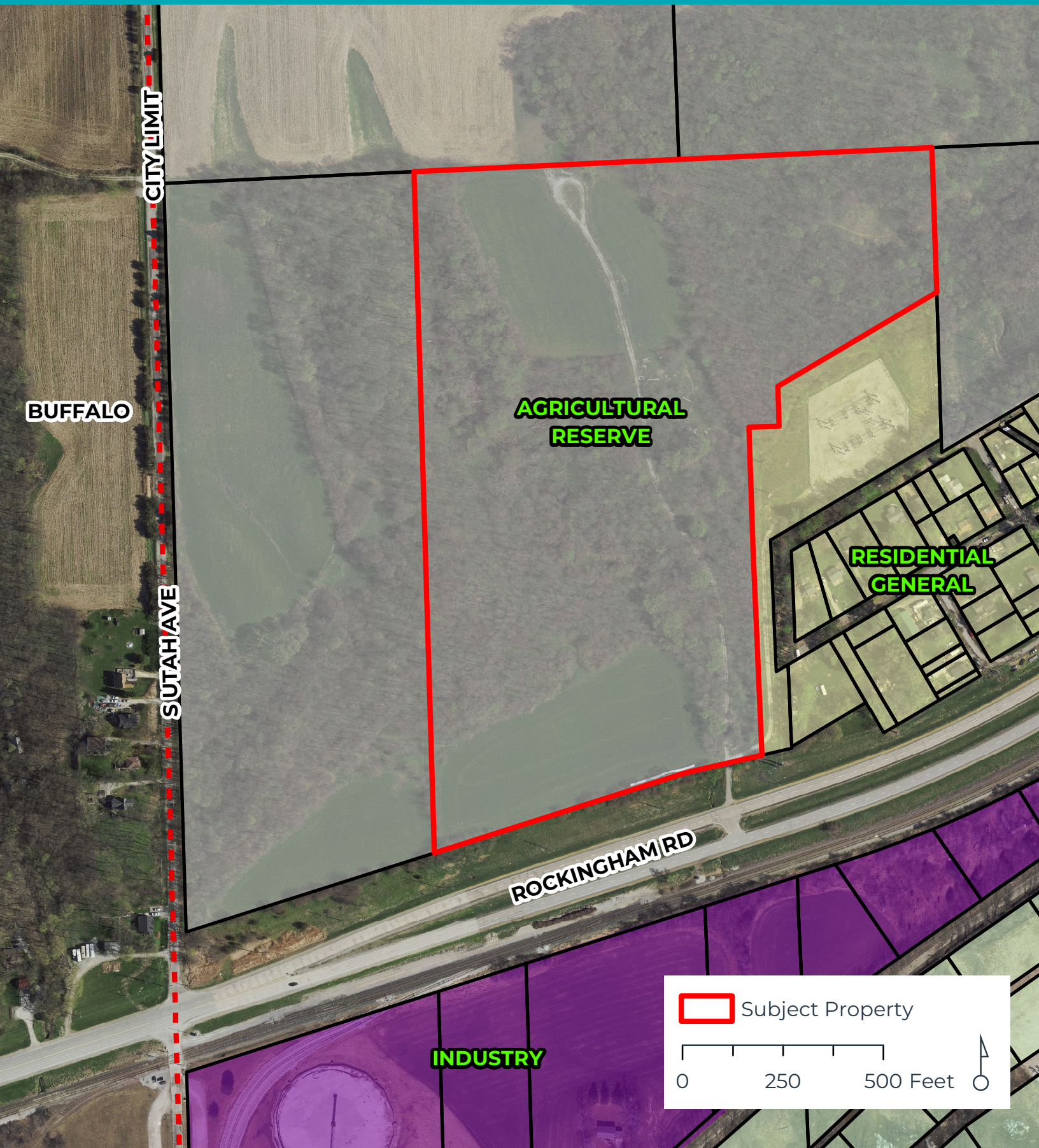




THE CITY OF
DAVENPORT
IOWA | USA

Future Land Use Map | Case F25-05

Request of MidAmerican Energy Company on behalf of Linwood Mining and Minerals Corp. for a Final Plat of Rockingham Ridge. The 2-lot subdivision is located near the northeast intersection of Rockingham Road and South Utah Avenue, Parcel 31833-05A, on 35.24 acres. [Ward 1]





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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name | Company Name

Joshua Morse, MidAmerican Energy Co.

Address

PO Box 43560-DV15

City | State | Zip

Davenport, IA 52808

Phone

(563) 333-8520

Secondary Phone

(563) 726-4847

E-Mail Address

joshua.morse@midamerican.com

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 all development review costs, including but not limited to a traffic study.

Joshua Morse

Print Applicant's Name

Joshua T. Morse

Applicant's Signature

1/29/2025
Date

SUBDIVISION NAME (& PRJ-NUMBER if assigned)

Rockingham Ridge

LOCATION DESCRIPTION

Parcel 31833-05A in SW 1/4 18-77-3E

SUBMITTED

NUMBER OF LOTS BY USE TYPE

2

ACRES

35.24

STREETS ADDED

0

SELECT PLAT TYPE SUBMITTED:

PRELIMINARY PLAT: \$16.16 Requirements ☐

FINAL PLAT: \$16.20 Requirements ☐

PRELIMINARY PLAT REQUIREMENTS:

Preliminary Plat ☐

Contours (2') & Infrastructure (pre/post) ☐

FINAL PLAT REQUIREMENTS:

Platting Certificates per §354.11 State Code ☐

Final Plat ☒

GENERAL REQUIREMENTS:

Authorization to Act as Applicant, if needed ☒

Application Fee (REQUIRED) ☒

Subdivision Platting Fee Schedule

Number of Lots	Fee
1 lot to 10 lots	\$400 plus \$25/lot
11 to 25 lots	\$700 plus \$25/lot
26 or more lots	\$1,000 plus \$25/lot

Submit this form, and any questions, to DNS Planning Division at
planning@davenportiowa.com

DEVELOPMENT TEAM

Developer / Project Manager

MidAmerican Energy Company, Attn: Joshua Morse

Address

PO Box 43560-DV15, Davenport, IA 52808

Phone

(563) 333-8520

Secondary Phone

(563) 726-4847

E-Mail Address

joshua.morse@midamerican.com

Owner

McCarthy-Bush Corporation

Address

5401 Victoria Avenue, Davenport IA 52807

Phone

(563) 359-0500

Secondary Phone

E-Mail Address

dosland@linwoodmining.com

Engineer / Surveyor

Civil Engineering Consultants, Inc. Attn: Marty Dosta

Address

2400 86th Street #12, Urbandale, IA 50322

Phone

(515) 276-4884

Secondary Phone

E-Mail Address

dostalik@ceclac.com

Attorney

329 Pierce Street, Suite 200, Sioux City, IA 51101

Address

329 Pierce Street, Suite 200, Sioux City, IA 51101

Phone

(712) 224-7557

Secondary Phone

E-Mail Address

jsaint@craryhuff.com

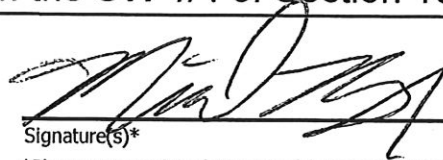
Authorization to Act as Applicant

I/We, Mike Bush of McCarthy-Bush Corporation
[as property owner(s)]

authorize Civil Engineering Consultants, Inc. and MidAmerican Energy Company
[the above person(s)]

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

for the property located at parcel 31833-05A in the SW 1/4 of Section 18-77-3E.


Signature(s)*

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

Notarization: _____

01/29/2025

Date

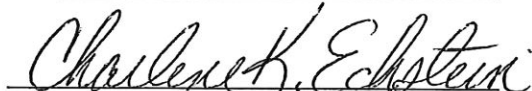
State of Iowa,

County of Scott,

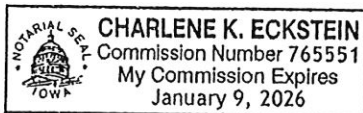
Sworn and subscribed before me

[identification type]

this 29th day of January, 2025.


Notary Public

My Commission Expires:



City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution approving Case F25-10 being the request of River Cities Development LLC for a final plat of Northwest Bank Retail Addition, a 2-lot subdivision on 4.3 acres located at 100 East Kimberly Road. [Ward 7]

Recommendation:

Adopt the Resolution.

Background:

The Plan and Zoning Commission reviewed Case F25-10 at its August 19, 2025 meeting and 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.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements.

Conditions

1. The surveyor signs the plat.
2. The utility providers sign the plat when their easement needs have been met.
3. Revise the zoning classification to C-C City Centre District.
4. Remove building setback lines.
5. Include a note stating, "Stormwater detention and water quality treatment will not be required for this subdivision, but will be required upon further development of the property."
6. Add a note stating, "The existing southern driveway on Lot 2 shall be a right-turn only from Fair Avenue.."

Background

The subject property consists of the 9-story Northwest Bank Tower and surrounding parking lot. Developed in 1974, the site contains two shared driveways with NorthPark Mall and the adjacent restaurant onto East Kimberly Road. The purpose of the subdivision is to develop a stand-alone commercial building on the southwest corner of the property.

Comprehensive Plan

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation

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

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

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

1. **C-C City Centre District:** This 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.

Technical Review

1. Zoning: The two-lot subdivision complies with the City-Centre District dimensional standards. The existing office tower remains in compliance with building setback and off-street parking requirements.
2. Streets: The subdivision maintains street frontage on East Kimberly Road for both lots. No additional right-of-way is dedicated with this final plat. An Ingress/Egress & Parking Easement allows for shared vehicular access between both lots and the existing driveways onto Kimberly Road.
3. Stormwater: Stormwater detention and water quality treatment will be required upon further development of the property. Candlelight Creek flows through an underground pipe directly west of the property.
4. Sanitary Sewer: There is an existing 24-inch public sanitary sewer extending north-south through the NorthPark Mall parking lot drive aisle directly west of the subject property. The sewer line is contained within a 30' Sanitary Sewer Easement.
5. Storm Sewer: There is a 96-inch storm sewer line spanning the length of the west property line, on a parcel owned by the shopping mall.
6. Other Utilities: Normal utility services are available on this site.

7. Parks/Open Space: There are no impacts to parks/open space.

Public Input

Public notification is not required for a final plat.

Attachments:

1. Resolution
2. Final Plat
3. Maps
4. Application

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION approving Case F25-10 being the request of River Cities Development LLC for a final plat of Northwest Bank Retail Addition, a 2-lot subdivision on 4.3 acres located at 100 East Kimberly Road.

WHEREAS, the Plan and Zoning Commission reviewed Case F25-10 at its August 19, 2025 meeting and 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.
3. The final plat (with conditions recommended by City Staff) will achieve consistency with subdivision requirements; and

Conditions

1. The surveyor signs the plat.
2. The utility providers sign the plat when their easement needs have been met.
3. Revise the zoning classification to C-C City Centre District.
4. Remove building setback lines.
5. Include a note stating, "Stormwater detention and water quality treatment will not be required for this subdivision, but will be required upon further development of the property."
6. Add a note stating, "The existing southern driveway on Lot 2 shall be a right-turn only from Fair Avenue."

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 Northwest Bank Retail Addition, a replat of Lot 1 in Northwest Bank Tower Associates 2nd Addition and part of U.S. HWY. 6 (Kimberly Road) as shown in Iowa Department of Transportation Excess Land Plat, recorded as Doc. No. 2022-00023154 at the Scott County Land Records Office, Scott County, Iowa, 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 10th day of September, 2025.

Approved:

Mike Matson
Mayor

Attest:

Brian Krup
Deputy City Clerk

NORTHWEST BANK RETAIL ADDITION

THE FOLLOWING AS LISTED HAVE
REVIEWED AND APPROVED THIS FINAL
PLAT AND FOUND THAT SAID PLAT DOES
MEET ALL THE MINIMUM UTILITY
REQUIREMENTS.

A RE-PLAT OF LOT 1 IN NORTHWEST BANK TOWER ASSOCIATES 2ND ADDITION
AND
PART OF U.S. HWY. 6 (KIMBERLY ROAD) AS SHOWN IN IOWA DEPARTMENT OF
TRANSPORTATION EXCESS LAND PLAT, RECORDED AS DOC. NO. 2022-00023154 AT THE SCOTT
COUNTY LAND RECORDS OFFICE, SCOTT COUNTY, IOWA

INDEX LEGEND
LOCATION: LOT 1 NORTHWEST
BANK TOWER ASSOCIATES
2ND ADD.
REQUESTOR: RIVER CITIES
DEVELOPMENT LLC
PROPRIETOR: RIVER CITIES
DEVELOPMENT LLC
SURVEYOR: JAMES W. ABBITT, JR.
COMPANY: ABBITT SURVEY &
DEVELOPMENT, PLLC
826 16TH AVENUE
EAST MOLINE, IL 61244
309-755-9003
RETURN TO: JAMES ABBITT, PER
ABOVE ADDRESS

ZONING & LOT INFORMATION
CURRENT ZONING: C3 GENERAL COMMERCIAL
PROPOSED ZONING: C3 GENERAL COMMERCIAL
TOTAL NUMBER OF LOTS: 2
TOTAL ACREAGE OF LOTS: 4.30
TOTAL R.O.W. ACREAGE: 0.00
TOTAL SITE ACREAGE: 4.30
FRONT YARD BUILDING SETBACK: 25'

OWNER:
RIVER CITIES DEVELOPMENT LLC
100 E. KIMBERLY ROAD
DAVENPORT, IA 52806

NOTES:
1. PLAT NOTES ESTABLISH
REQUIREMENTS FOR HOW A
SUBDIVISION WILL DEVELOP.
HOWEVER, THE CITY RESERVES
THE RIGHT IN ITS SOLE DISCRETION
TO ALTER OR AMEND ANY PLAT
NOTE, OR TO SELL OR VACATE ANY
RIGHT OF WAY OR UTILITY
DEDICATED WITHIN THE PLAT.
FURTHER, THE CITY RESERVES THE
RIGHT UPON REQUEST OF THE
OWNER TO RELOCATE ANY
EASEMENT, ALTER LOT
BOUNDARIES OR ALLOW GROUND
TO BE REPLATTED.

2. CHANGES IN THE PLAT WHICH
AFFECT THE PLACEMENT OF
UTILITY FACILITIES ARE TO BE
REVIEWED AND APPROVED BY THE
AFFECTED UTILITIES AND ANY
CHANGES WHICH RESULT IN THE
RELOCATION OF UTILITY FACILITIES
SHALL BE AT THE EXPENSE OF THE
PARTY REQUESTING THE CHANGE.

3. ANY AND ALL CHANGES TO
BOUNDARIES AND EASEMENTS
SHALL BE IN ACCORDANCE WITH
RELATIVE CHAPTERS OF THE IOWA
ADMINISTRATIVE CODE, THE CODE
OF IOWA AND THE CITY CODE OF
DAVENPORT.

4. LOT 1 AND LOT 2 OF
NORTHWEST BANK RETAIL
ADDITION HAVE A RECIPROCAL
INGRESS/EGRESS AND PARKING
EASEMENT

LEGEND

- FOUND CUT "X"
- FOUND IRON ROD
(AS NOTED)
- SET MAG SPIKE
- SET 5/8" REBAR W/ GREEN
PLASTIC CAP #18465
- BOUNDARY LINE
- LOT LINE OR ROW LINE
- BUILDING SETBACK LINE
- EASEMENT LINE
- DEED OR PLATTED
(100.00')
- MEASURED
100.00'

DATE:
CENTURYLINK / LUMEN

DATE:
MIDAMERICAN ENERGY COMPANY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD

DATE:
IOWA-AMERICAN WATER COMPANY

DATE:
METRONET

DATE:
MEDIACOM

APPROVED BY THE DAVENPORT PLANNING AND ZONING COMMISSION OF
DAVENPORT, IOWA, BY RECOMMENDATION #
DATED THE DAY OF 2025

PLAN & ZONE CHAIRPERSON

ATTEST:

DEPUTY CLERK

APPROVED BY THE CITY COUNCIL OF DAVENPORT, IOWA BY RESOLUTION #
DATED THE DAY OF 2025 (BE IT FURTHER NOTED THAT THIS
APPROVAL EXPIRES FORTY -FIVE (45) DAYS FROM THIS DATE, UNLESS RECORDED
PRIOR TO THAT TIME WITH THE SCOTT COUNTY RECORDER'S OFFICE).

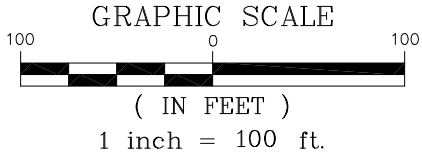
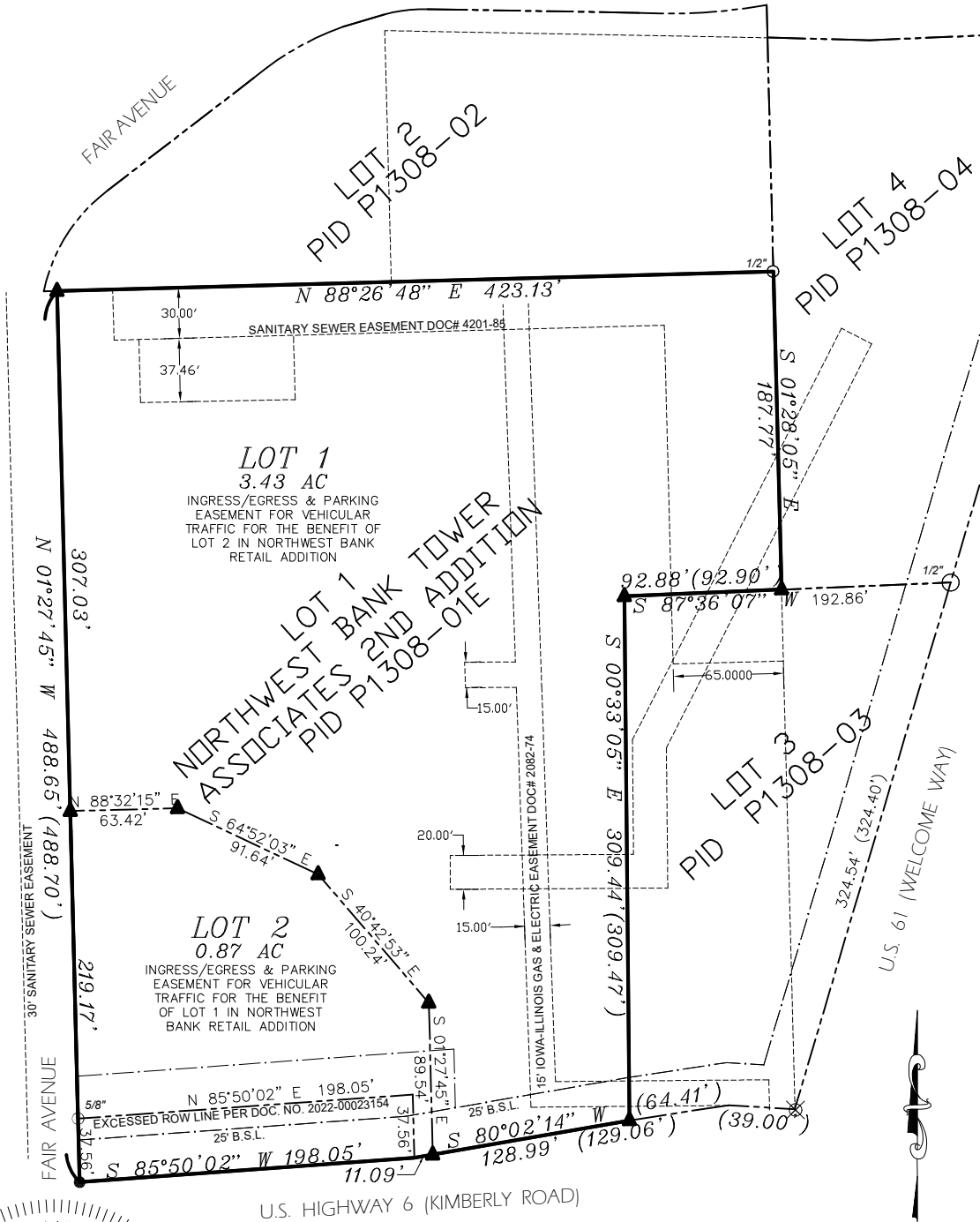
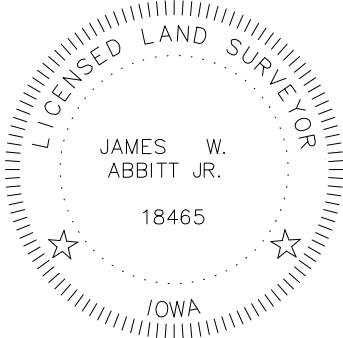
ATTEST:

MAYOR

CITY CLERK

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 DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JAMES W. ABBITT, JR. DATE
REG. NO. 18465
MY LICENSE EXPIRES DECEMBER 31, 2026
PAGES OR SHEETS COVERED BY THIS SEAL:
THIS SHEET ONLY



Abbitt
Survey & Development, PLLC

ABBITT SURVEY & DEVELOPMENT, PLLC.
826 16TH AVE
EAST MOLINE, ILLINOIS 61244
PH. 309-755-9003

DATE: 07-18-2025	SCALE: 1" = 100'	DRAWN BY: JADB	CHECKED BY: JWA
PREPARED FOR: RIVER CITES DEVELOPMENT LLC ATTN: BOBBY SLAVENS 100 E. KIMBERLY ROAD DAVENPORT, IA 52806			PAGE: 1 OF 1
DRAWING TITLE: PLAT OF SUBDIVISION			JOB No.: 25-233-IADA-B-RIVER CITIES



THE CITY OF DAVENPORT IOWA | USA

Vicinity Map | Case F25-10

Request of River Cities Development LLC for a Final Plat of Northwest Bank Retail Addition. The 2-lot subdivision is located at 100 East Kimberly Road, on 4.3 acres. [Ward 7]



 Subject Property

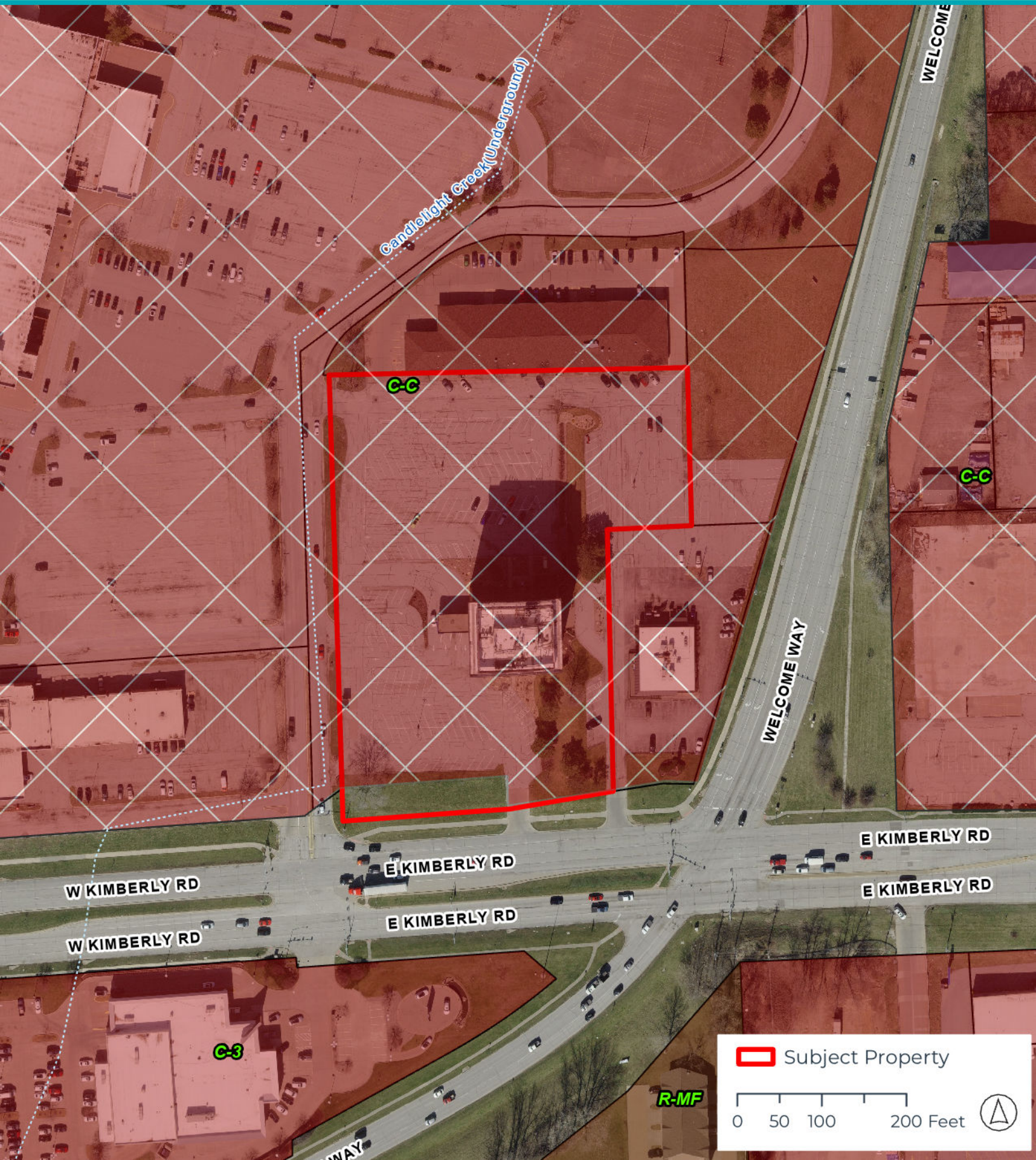
0 50 100 200 Feet





Zoning Map | Case F25-10

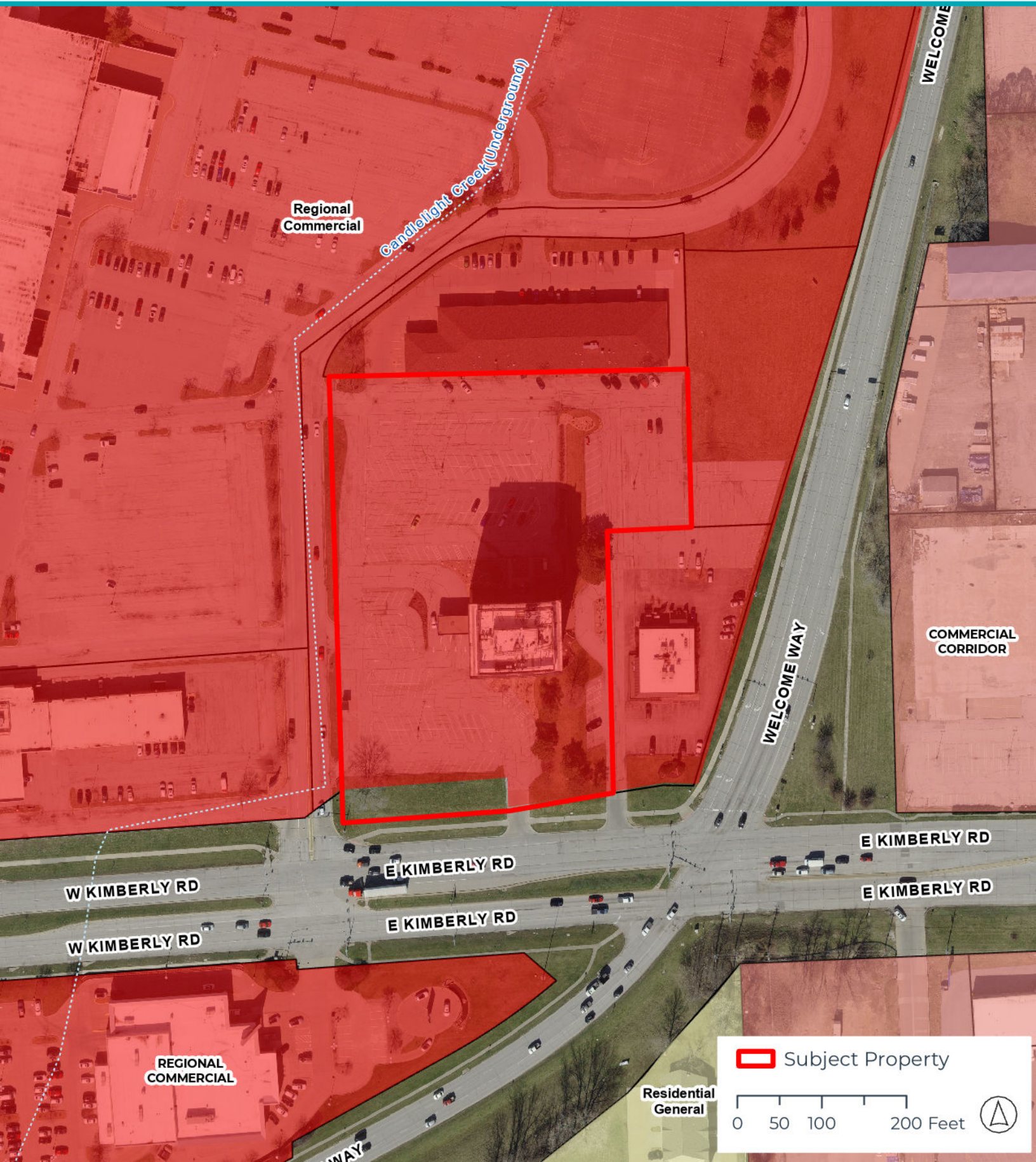
Request of River Cities Development LLC for a Final Plat of Northwest Bank Retail Addition. The 2-lot subdivision is located at 100 East Kimberly Road, on 4.3 acres. [Ward 7]





Future Land Use Map | Case F25-10

Request of River Cities Development LLC for a Final Plat of Northwest Bank Retail Addition. The 2-lot subdivision is located at 100 East Kimberly Road, on 4.3 acres. [Ward 7]





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

Office 563.326.6198
planning@davenportiowa.com

APPLICATION FOR
SUBDIVISION PLAT
(LAND DIVISION)

APPLICANT INFORMATION

Applicant Name | Company Name

River Cities Development LLC

Address

100 East Kimberly Road Suite 801

City | State | Zip

Davenport, Iowa, 52806

Phone

(563) 296-9268

Secondary Phone

(563) 271-8809

E-Mail Address

[REDACTED]

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 all development review costs, including but not limited to a traffic study.

Bobbie Slavens

Print Applicant's Name

[Signature]

08/12/2025

Date

SUBDIVISION NAME (& PRJ-NUMBER if assigned)

NORTHWEST BANK RETAIL ADDITION

LOCATION DESCRIPTION

LOT 1 IN NORTHWEST BANK TOWER ASSOCIATES 2ND ADD.

SUBMITTED

NUMBER OF LOTS BY USE TYPE

2

ACRES

4.30

STREETS ADDED

SELECT PLAT TYPE SUBMITTED:

PRELIMINARY PLAT: §16.16 Requirements ☐

FINAL PLAT: §16.20 Requirements ☐

PRELIMINARY PLAT REQUIREMENTS:

Preliminary Plat ☐

Contours (2') & Infrastructure (pre/post) ☐

FINAL PLAT REQUIREMENTS:

Platting Certificates per §354.11 State Code ☐

Final Plat ☐

GENERAL REQUIREMENTS:

Authorization to Act as Applicant, if needed ☐

Application Fee (REQUIRED) ☐

Subdivision Platting Fee Schedule

Number of Lots	Fee
1 lot to 10 lots	\$400 plus \$25/lot
11 to 25 lots	\$700 plus \$25/lot
26 or more lots	\$1,000 plus \$25/lot

Submit this form, and any questions, to DNS Planning Division at
planning@davenportiowa.com

DEVELOPMENT TEAM

Developer / Project Manager

Address

Phone

Secondary Phone

E-Mail Address

Owner

RIVER CITIES DEVELOPMENT LLC

Address

100 E. KIMBERLY ROAD, DAVENPORT, IA 52806

Phone

(563) 296-9268

Secondary Phone

(563) 271-8809

E-Mail Address

[REDACTED]

Engineer

Address

Phone

Secondary Phone

E-Mail Address

Attorney

313 W. Third Street

Address

313 W. Third Street

Phone

(563) 323-7737

Secondary Phone

E-Mail Address

[REDACTED]

Authorization to Act as Applicant

I/We, River Cities Development LLC
[as property owner(s)]

authorize Bobbie Slavens
[the above person(s)]

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

for the property located at LOT 1 IN NORTHWEST BANK TOWER ASSOCIATES 2ND ADD.

[Signature]
Signature(s)*

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

Notarization: _____

08/12/2025
Date

State of IA,

County of Scott,

Sworn and subscribed before me

this 12 day of August, 2025.

Notary
[identification type]

[Signature]
Notary Public

My Commission Expires:



City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution setting a Public Hearing on the proposed amendment to the North Urban Renewal Area Plan to include the 2025 Internal TIF. [Wards 2, 6, 7, & 8]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will add the 2025 Internal TIF project in the amount of \$275,000.

Adoption of this Resolution will set the Public Hearing for September 17, 2025 at the Committee of the Whole Meeting beginning at 5:30 p.m. in Council Chambers at Davenport City Hall, 226 West 4th Street.

Attachments:

1. Resolution
2. North Urban Renewal Plan Amendment 2025

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 amendment to the North Urban Renewal Plan to include the 2025 Internal TIF.

WHEREAS, the City of Davenport has established the North Urban Renewal Area to support economic development growth for the City; and

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a Public Hearing must be held prior to amending the Urban Renewal Area Plan.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a Public Hearing on the proposed amendment to the North Urban Renewal Plan to include the 2025 Internal TIF will be held on Wednesday, September 17, 2025, at the Committee of the Whole meeting at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport, Iowa
Proposed Urban Renewal Area and Plan Amendment
September 2025

The Urban Renewal Plan (the “Plan”) for the North Urban Renewal Area (the “Area”) is being amended for the purposes of identifying a new urban renewal project to be undertaken therein.

- 1) **Identification of Projects:** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following described project description:

- a. **Name:** Internal TIF

- Cost:** \$275,000

- Rationale: To reimburse the General Fund for Economic Development staff costs and other economic development related activities.

- 2) **Required Financial Information:** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

- Outstanding General Obligation Debt of the City: \$204,325,000

- Remaining Constitutional Debt Capacity of the City: \$284,958,311

- Proposed Debt to be incurred in the Urban Renewal Area: \$275,000

City of Davenport

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

Action / Date
9/10/2025

Subject:

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

Davenport Community School District; North High School Homecoming Parade; Thursday, September 25, 2025 5:00 p.m. - 6:30 p.m.; **Closures (Police controlled)**: Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to the finish at North High School (626 West 53rd Street). [Wards 7 & 8]

Anton Knaak; Vander Veer East Good Neighbor Project Block Party; 100 block of East Rusholme Street; 11:00 a.m. - 8:00 p.m. Saturday, October 4, 2025; **Closure**: East Rusholme Street from the alley east of Brady Street to Pershing Avenue. [Ward 5]

City of Davenport; Halloween Parade; Downtown; 11:30 a.m. - 4:00 p.m. Sunday, October 26, 2025; **Closures: (staging area)** East 3rd Street from Pershing Avenue to LeClaire Street; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street; **(parade route)** 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to 3rd Street; east-west alley between Scott and Ripley Streets; east-west alley between Harrison and Main Streets; Perry Street from East 2nd Street to River Drive; **(beginning at 2:00 p.m.)** Brady and Harrison Streets from River Drive to 4th Street. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

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

Attachments:

1. Resolution
2. North High School Homecoming Parade Route Map
3. North High School Homecoming Parade Flyer to Residents
4. Vander Veer East GNP Block Party Closure Map
5. Vander Veer East GNP Block Party Street Closure Petition
6. Halloween Parade Map

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.

*Davenport Community School District; North High School Homecoming Parade; Thursday, September 25, 2025 5:00 p.m. - 6:30 p.m.; **Closures (Police controlled):** Northbound Division Street from Wood Intermediate (5701 North Division Street) to Northwest Boulevard; Northwest Boulevard from Division Street to West 56th Street; West 56th Street to Oakbrook Road; Oakbrook Road to West 57th Street; West 57th Street to Marquette Street; Marquette Street to West 60th Street; West 60th Street to Myrtle Street; Myrtle Street to West 59th Street; West 59th Street to Vine Street; Vine Street to West 58th Street; West 58th Street to Gaines Street; Gaines Street to the finish at North High School (626 West 53rd Street). [Wards 7 & 8]*

*Anton Knaak; Vander Veer East Good Neighbor Project Block Party; 100 block of East Rusholme Street; 11:00 a.m. - 8:00 p.m. Saturday, October 4, 2025; **Closure:** East Rusholme Street from the alley east of Brady Street to Pershing Avenue. [Ward 5]*

*City of Davenport; Halloween Parade; Downtown; 11:30 a.m. - 4:00 p.m. Sunday, October 26, 2025; **Closures: (staging area)** East 3rd Street from Pershing Avenue to LeClaire Street; Pershing Avenue, Iowa Street, and LeClaire Street from 2nd Street to 4th Street; **(parade route)** 3rd Street from Pershing Avenue to Ripley Street; 2nd Street from Iowa Street to Ripley Street; Ripley and Main Streets from 2nd Street to 3rd Street; east-west alley between Scott and Ripley Streets; east-west alley between Harrison and Main Streets; Perry Street from East 2nd Street to River Drive; **(beginning at 2:00 p.m.)** Brady and Harrison Streets from River Drive to 4th Street. [Ward 3]*

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the above street, lane, or public ground closure requests are hereby approved.

Passed and approved this 10th day of September, 2025.

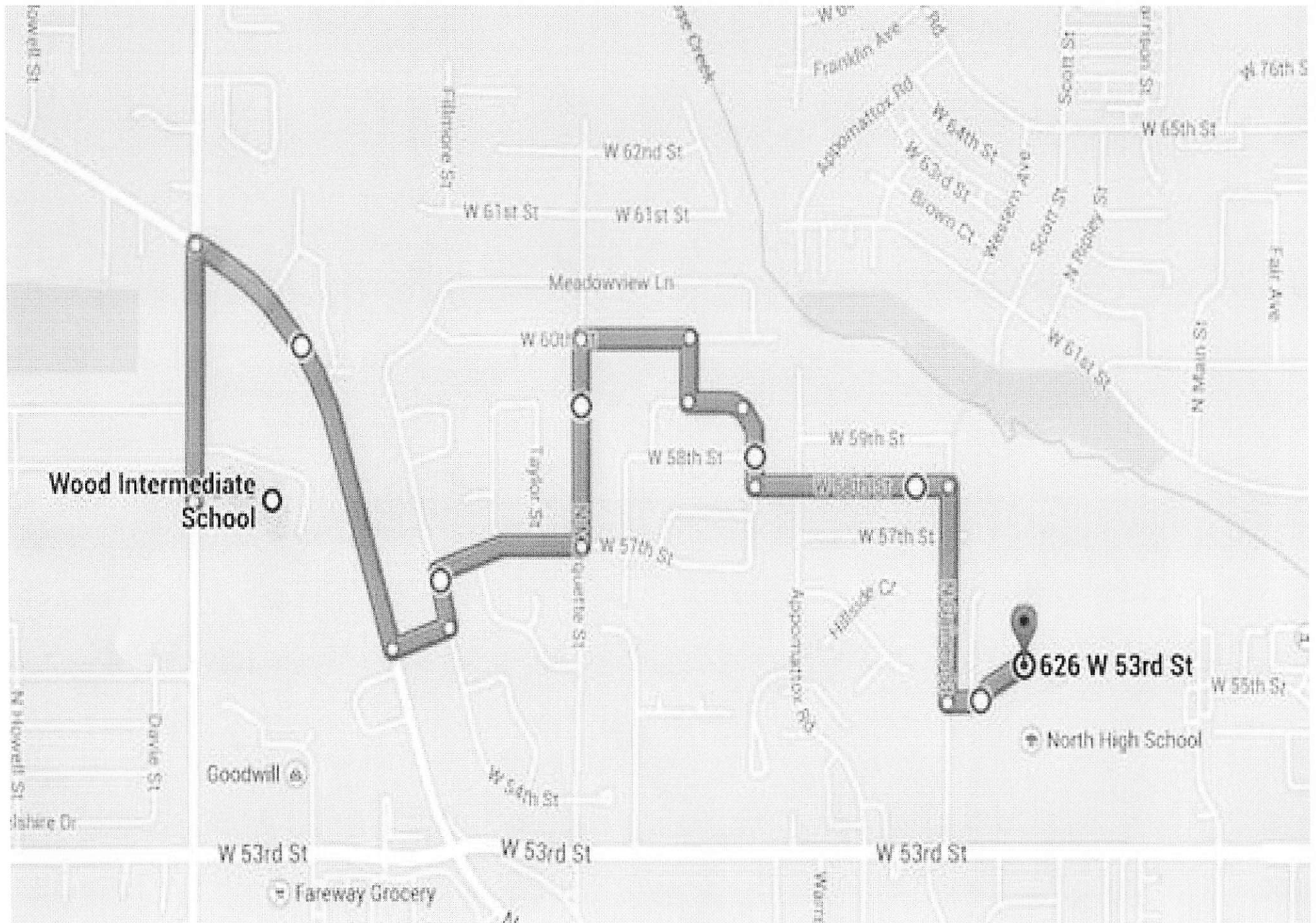
Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

HOMECOMING PARADE ROUTE





NOTICE!

2025 NORTH HOCO PARADE!

**The North Hoco parade will be crossing
past your house with our band playing.**

Where: Detailed Route on the back

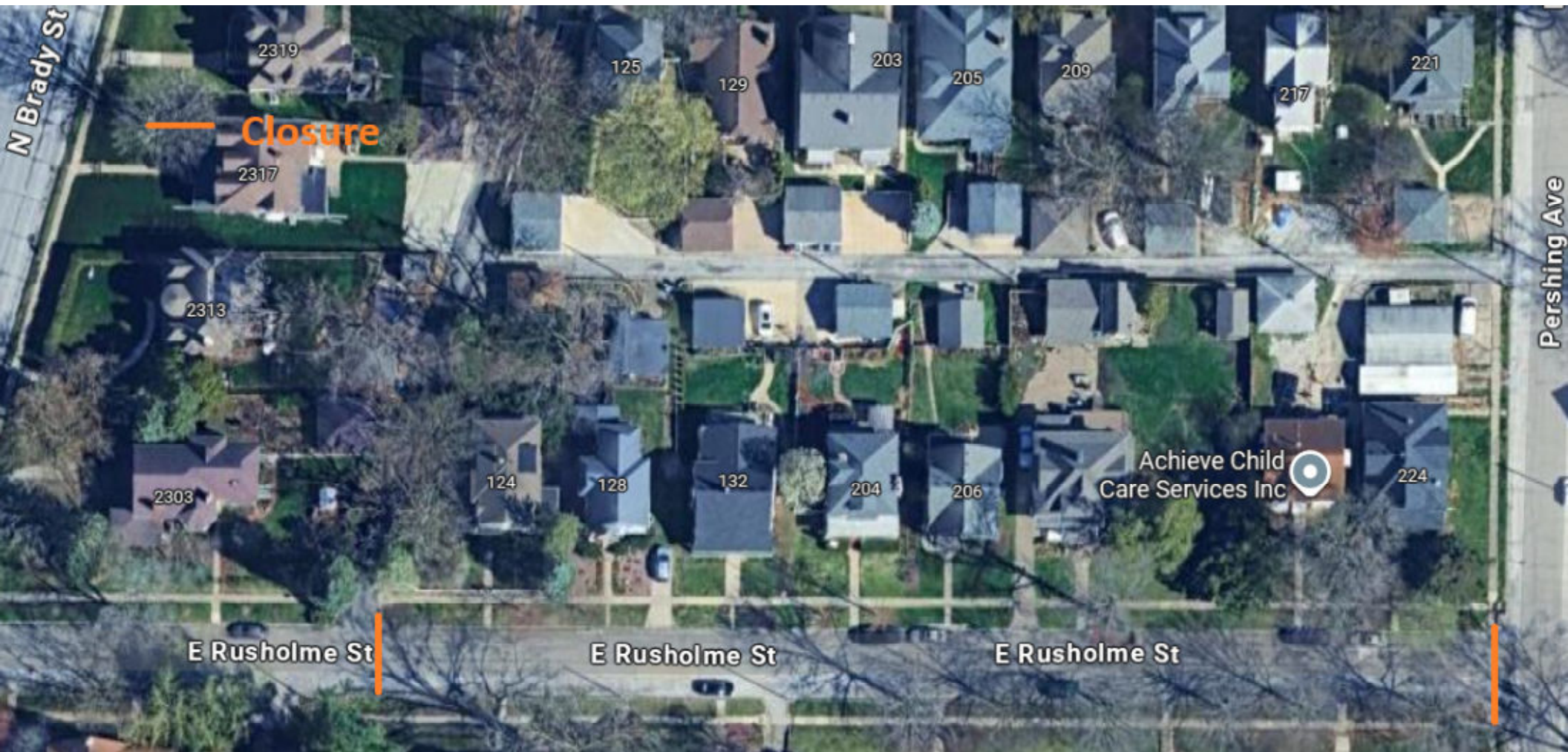
When: Sept. 25th 5pm-7pm

**To submit an objections to this temporary
closure, please contact Brian Krup, Deputy
City Clerk, at
Brian.Krup@davenportiowa.com**

Notice!







Block Party East Rusholme Street Closure Petition

The Good Neighbor Project for the blocks just east of Vander Veer is planning a neighborhood block party for Saturday, October 4th from noon until 7pm. East Rusholme will be closed from house number 124 to the end of the block at 224. The cross street alley access behind the Brady street houses will remain open.

In accordance with the City of Davenport's regulations, a petition must be signed by all households on the block to allow for the street closure.

There will be barbecuing, games for adults and kids, and music!

Please sign our petition and join us celebrating our neighborhood!

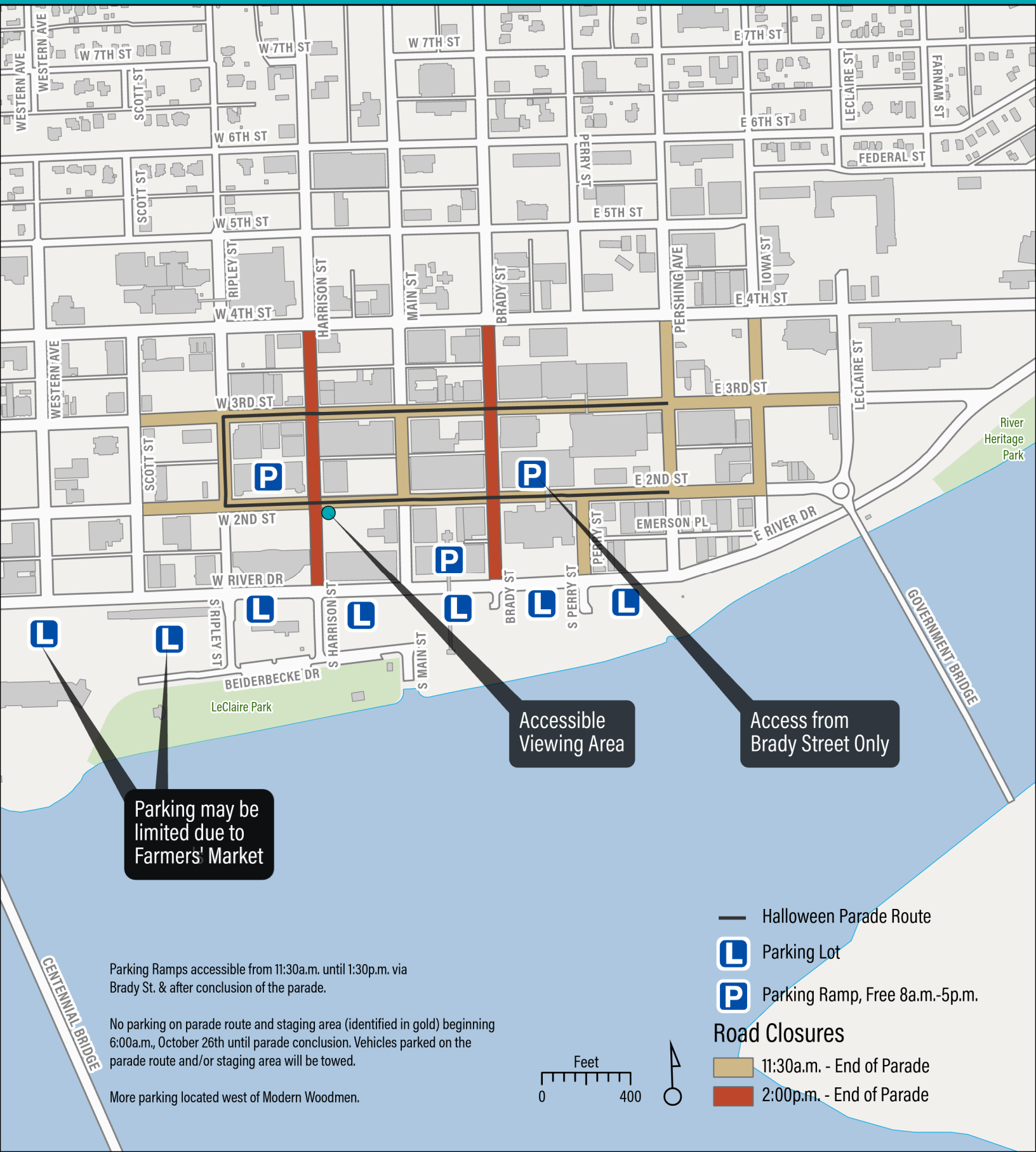
Signature	Full Name	Address	Phone
	Jose Villagomez	132 E Rusholme St Davenport IA	
	Jenny Baker's	205 E. Rusholme St.	
	Sarah Gless	219 E. Rusholme	624-616-3956
	Bruce Aza	206 E. Rusholme	563-3203941
	Ann S. Barton	204 E. Rusholme	563-9407374
	John Lefred 2	208 E. Rusholme	563-5505513
	Windell D. Freeman	220 E. Rusholme St	
	Frank Klipsch	125 E. Rusholme	(563) 570-0760
	Cindy Kuhn	128 E. Rusholme	
	Brock Dubin	124 E. Rusholme	
	Peter A. Petersen	124 E. Rusholme	



THE CITY OF
DAVENPORT
IOWA | USA

Halloween Parade

October 26th, 2025 at 2:00p.m.



City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution accepting work completed under the East 53rd Street and Elmore Avenue Intersection Patching project by Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$545,575.89, CIP #35061. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

This project involved replacing concrete pavement primarily in and between the intersections of East 53rd Street and Elmore Circle and East 53rd Street and Elmore Avenue. Pavement on East 53rd Street just east of Elmore Avenue was also replaced, and the radius of the southeast corner of the intersection was increased to alleviate northbound trucks turning east from driving over the curb. Work was completed primarily during nighttime for worker safety, which increased contracted material and labor costs.

The total project cost was \$545,575.89, which was funded through CIP #35061 for high-volume streets.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting work completed under the East 53rd Street and Elmore Avenue Intersection Patching project by Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$545,575.89, CIP #35061.

WHEREAS, the City entered into contract with Centennial Contractors of the Quad Cities of Moline, Illinois for the East 53rd Street and Elmore Avenue Intersection Patching project; and

WHEREAS, the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract; and

WHEREAS, the final cost of the contract was \$545,575.89.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that work completed under the East 53rd Street and Elmore Avenue Intersection Patching project by Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of \$545,575.89 is hereby accepted.

Passed and approved this 10th day of September, 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
9/10/2025

Subject:

Resolution awarding contracts for the 2025 Sewer Lateral Repair Program, totaling \$1,000,000, to six (6) contractors and authorizing the Engineering & Capital Projects Director to increase quantities for each contract within the Capital Improvement Project budget constraints, CIP #30065. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This program is to repair sewer lateral connections between the City's sewer main and private residences by contract.

Six responses were received by 10:00 a.m. on August 20, 2025. The following list is the contractors that have agreed to the City's determined fair and reasonable pricing for the program and the amount in which contracts are recommended to be award:

Petersen Plumbing & Heating	\$350,000
Hometown Mechanical	\$200,000
River Bend Plumbing	\$150,000
Tappendorf Plumbing	\$150,000
J.C. Dillon, Inc	\$75,000
Hagerty Earthworks	\$75,000

It is anticipated that each contract will be awarded additional funds based on the individual contractor's progress and the needs of the City. The accompanying Resolution provides the Engineering & Capital Projects Director with the authority to approve amendments to the contracts in excess of \$50,000 without further approval by City Council. The total of such amendments shall not exceed the amount available in the CIP. This authority is intended to provide the flexibility for contractors to continue working on repairs with a delay in the work or payment to the contractor.

Attachments:

1. Resolution

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding contracts for the 2025 Sewer Lateral Repair Program, totaling \$1,000,000, to six (6) contractors and authorizing the Engineering & Capital Projects Director to increase quantities for each contract within the Capital Improvement Project budget constraints, CIP #30065.

WHEREAS, these contracts are required to perform sanitary sewer lateral repairs and provide the flexibility to allow repair work to continue without a delay in the work or payment to the contractor; and

WHEREAS, six (6) responses were received at the appointed time and place for the bid opening; and

WHEREAS, the purchasing process resulted in a recommendation to award contracts for the above-mentioned work as follows:

1. Petersen Plumbing & Heating | \$350,000;
2. Hometown Mechanical | \$200,000;
3. River Bend Plumbing | \$150,000;
4. Tappendorf Plumbing | \$150,000;
5. J.C. Dillon, Inc | \$75,000; and
6. Hagerty Earthworks | \$75,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that contracts for the 2025 Sewer Lateral Repair Program are hereby awarded to the previously stated contractors in the previously stated amounts; and

BE IT FURTHER RESOLVED that the Project Manager may recommend increases in quantities, for each contract, within the Capital Improvement Project budget constraints upon approval of the Engineering & Capital Projects Director.

Passed and approved this 10th day of September, 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
9/10/2025

Subject:

Resolution awarding a contract for the Davenport Police Station Water Mitigation project | Phases I and II to Bill Bruce Builders, Inc of Eldridge, Iowa in the amount of \$777,932, CIP #23085. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on July 15, 2025, and sent to contractors. On July 31, 2025, the Purchasing Division opened and read one (1) responsive and responsible bid. Bill Bruce Builders, Inc of Eldridge, Iowa was determined to be a responsive and responsible bidder and is recommended for award.

The proposed improvements include, but are not limited to, the furnishing of all labor for the roof and roof-associated work at the Davenport Police Department, 416 Harrison Street, as indicated in the plans.

This project is funded through CIP #23085 | PD Ramp Water Mitigation.

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 Davenport Police Station Water Mitigation project | Phases I and II to Bill Bruce Builders, Inc of Eldridge, Iowa in the amount of \$777,932, CIP #23085.

WHEREAS, the City needs to contract for the Davenport Police Station Water Mitigation project | Phases I and II; and

WHEREAS, Bill Bruce Builders, Inc of Eldridge, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Davenport Police Station Water Mitigation project | Phases I and II is hereby awarded to Bill Bruce Builders, Inc of Eldridge, Iowa in the amount of \$777,932.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Davenport Police Station Roof Repairs Phase 1&2

BID NUMBER: 26-9 Addendum 1

OPENING DATE: July 31, 2025

FUNDING: 23085 | PD Ramp Water Mitigation

RECOMMENDATION: Award the contract to Bill Bruce Builders, Inc. of Eldridge, Iowa, in the amount of \$777,932.

<u>VENDOR NAME</u>	<u>Bid Total</u>
Bill Bruce Builders Inc. of Eldridge, Iowa	\$777,932

Approved By

Approved By

Approved By

Approved By

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/10/2025

Subject:

Resolution approving the purchase of one John Deere 544P Wheel Loader for the Compost Facility from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This 2025 John Deere 544P wheel loader will replace a 2013 model assigned to the Compost Facility that is scheduled for replacement.

Funding will be from the Water Pollution Control Plant 530302 account.

Attachments:

1. Resolution
2. Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of one John Deere 544P Wheel Loader for the Compost Facility from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 using Sourcewell contract #011723-JDC.

WHEREAS, the City needs to purchase a new wheel loader; and

WHEREAS, Martin Equipment of Rock Island, Illinois was awarded Sourcewell contract #011723-JDC as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of one John Deere 544P Wheel Loader from Martin Equipment of Rock Island, Illinois in the amount of \$214,743.37 is hereby approved.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Quote Issued To: CITY OF DAVENPORT
226 WEST FOURTH STREET
DAVENPORT IA 52801
5633267718
Quote Issued By: Ron Carmichael 309-781-8716

QUOTATION

Quote #: 1011561
Issue Date: 7/24/2025
Expire Date: 8/24/2025
FOB: Davenport

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	List Price	Quoted Sale Price
	2025	John Deere	544 P-Tier Wheel Loader			\$364,312.00	\$209,500.00

Description

English Operators Manual

Standard Loader

Standard Z-BAR

Level 3 Trim Pkg, Flat Black Exh, 145 Amp Alt, 15 Amp Conv, LED
Lights, Prem Seat-Htd/Vntd w/HD Air Susp, Prem AM/FM/WB/BT
Radio, Ride Control

Level 1 Perf Pkg, Locking Front Diff, Std Rear Diff, Man Diff Lock, 5-
Speed Powershift Transmission

Cold Weather Eng Block Heater

Heated And Powered Exterior Mirrors

Debris Pkg, Auto Reversing Hyd Fan, Cab Fresh Air Precleaner, Eng
Air Intake Sys w/Centrifugal Precleaner

Guards - Transmission & Bottom

Maint & Serv Pkg, Eng Comp Light, Environmental Drain

Aux Equip Pkg, Amber Beacon Light, Green Beacon-Seat Belt
Indicator, Fire Extinguisher, Slow Moving Vehicle Emblem

Axle Oil Cooling and Filtration

Rear Camera (Secondary Display)

Left Side Steps

JDLink™ Telematics

Less Payload Scale w/ Cycle Counter

John Deere 4.5L - FT4/SV

Standard Hitch w/ Pin & Rear Counterweight



MARTINEQUIPMENT.COM



3720 85th Avenue West
Rock Island, IL 61201
T: (309) 787-6108
F: (309) 787-1983

Description

Joystick Controls
Four Function Hydraulics
Full Coverage Front Fenders
20.5R25 L3 1-Star Radial Tires w/ 3 PC Rims - No Brand Preference
Hydraulic Coupler - JRB 416 Pattern
3.00 YD (2.30 CM) Enhanced Performance
Bolt-On Cutting Edge
Less Fork Frame
Less Tines
1 yr/Unlim Hr Full Mach Warranty (Extended Warranty Options Available)

NOTES

This is a Sourcewell Quote
Sourcewell Contract #011723-JDC
Davenport Acct # 58282
Estimated Delivery 12/2025

QUOTE SUMMARY

Total Sale price: \$209,500.00

FREIGHT, PREDELIVERY SET UP AND DELIVERY: \$5,243.37

Subtotal: \$214,743.37

Sales Tax: \$0.00

Rent Applied: \$0.00

Cash with Order: \$0.00

Document Fee: \$0.00

TOTAL: \$214,743.37

Acceptance Signature: _____

Date: _____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



MARTINEQUIPMENT.COM

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/10/2025

Subject:

Resolution approving the purchase of one Ford F-550 pickup truck chassis equipped with a platform lift body for the Public Works Department from Stamm Manufacturing of Fort Pierce, Florida in the total amount of \$189,000 using Bradford County Sheriff's Office contract #22-27-1.0, CIP #10503. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase is for the replacement of a platform lift assigned to the Signs and Signals Division of Public Works. The current truck is a 1997 model that is scheduled for replacement. The SLT-29 lift is used to hoist staff and equipment for the maintenance of traffic signals.

This purchase is facilitated through the Bradford County, Florida Sheriff's Office. Contract #22-27.10 is through Duval Ford of Jacksonville, Florida, with Stamm Manufacturing installing the SLT-29 platform lift body as an authorized additional vendor. The contract and addendum are attached for review.

Funding will be from the Road Use Tax 530302 account.

Attachments:

1. Resolution
2. BCSO Contract
3. BCSO Contract Addendum

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of one Ford F-550 pickup truck chassis equipped with a platform lift body for the Public Works Department from Stamm Manufacturing of Fort Pierce, Florida in the total amount of \$189,000 using Bradford County Sheriff's Office contract #22-27-1.0, CIP #10503.

WHEREAS, the City needs to purchase one Ford F-550 equipped with a platform lift body for the Public Works Department; and

WHEREAS, Stamm Manufacturing of Fort Pierce, Florida was awarded Bradford County Sheriff's Office contract #22-27-1.0 as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of one Ford F-550 pickup truck chassis equipped with a platform lift body for the Public Works Department from Stamm Manufacturing of Fort Pierce, Florida in the total amount of \$189,000 using Bradford County Sheriff's Office contract #22-27-1.0 is hereby approved.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



09/12/2022

To whom it may concern,

The Bradford County Sheriff's Office received sealed bids after posting the Request for Proposal in the Bradford County Telegraph and on our website. On 09/06/22, in the lobby of the Sheriff's Office @ 10:00 am the following bids were received.

- 1) Bozard Ford
- 2) Duval Ford
- 3) Duval Chevrolet

Following a Command Staff review of the proposals, the following contracts were awarded based on the evaluation table described in the Request for Proposal.

Ford vehicles:

Primary Contract Awarded to Duval Ford
Alternate Awarded to Bozard Ford

Chevrolet vehicles:

Primary Contract Awarded to Duval Chevrolet
Alternate- No Bid

Other manufacturers:

No Bid

Information regarding the Contract (BCSO 22-27-1.0) and the Proposals will be listed on our website (bradfordsheriff.org) under the Finance section. For any questions or concerns please contact me during regular business hours.

Thanks,


Major George L. Konkel Jr.
Chief of Operations
Bradford County Sheriff's Office
945-B North Temple Ave.
Starke, Fl. 32091
Office (904)966-6306



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

**BRADFORD COUNTY
SHERIFF'S OFFICE**

Gordon Smith
Sheriff

TITLE:		BRADFORD COUNTY SHERIFF'S OFFICE VEHICLE PURCHASING CONTRACT BCSO (22-27-1.0)
EXECUTED:		09/13/22 <i>ASL</i>
EFFECTIVE:		September 12, 2022
TERM:		FIVE (5) Years with Option to Extend/Renew
ATTACHMENTS:	A.	SPECIFICATIONS
	B.	PRICING AND DISCOUNTS

TERMS AND CONDITIONS

This AGREEMENT is established by and between **Duval Ford**, (hereinafter referred to as "VENDOR") whose address is **1616 Cassat Avenue (Jacksonville, FL)** and any duly authorized appointee of the Bradford County Sheriff's Office, an independent constitutional officer with administrative offices at 945B N TEMPLE AVE; STARKE, Florida (hereinafter referred to as "SHERIFF") (collectively hereinafter referred to as "PARTIES").

WHEREAS; VENDOR wishes to enter into a contractual relationship with SHERIFF for the provision of goods or services;

WHEREAS; VENDOR agrees to provide goods and services to SHERIFF, as he may request from time to time, based upon all terms and conditions contained in official Purchase Orders referencing this AGREEMENT which are incorporated herein; and

WHEREAS; SHERIFF requires all VENDORS to agree with and comply with, the terms and conditions of this AGREEMENT as detailed herein.

NOW THEREFORE, as a condition precedent to entering into a contractual relationship with the SHERIFF, the VENDOR agrees as follows:

A. GENERAL

VENDOR understands that this is not an exclusive contract with SHERIFF for the provision of goods and services. SHERIFF may utilize other vendors without penalty or cost to SHERIFF.

The PARTIES agree that to the extent VENDOR's Contract/Invoice, or any subsequent contract,



invoice, or addendum, contains any terms or conditions which are in conflict with or require any action that conflicts with the terms contained in this AGREEMENT, the terms of this AGREEMENT shall control - regardless of the order of execution of these documents.

The VENDOR shall not change the terms and conditions contained herein unless such change is in writing and executed by the PARTIES. Failure to deliver or to comply with any of the terms and conditions of this AGREEMENT may disqualify VENDOR from receiving future orders.

B. QUALITY

All materials or services furnished by VENDOR must be as specified, and subject to inspection and approval by SHERIFF within a reasonable time after delivery at destination. Variations in materials or services from those specified in this order must not be made without written authorization from SHERIFF. Materials rejected will be returned at the VENDOR's risk and expense.

C. QUANTITY/PRICE

The quantity of materials ordered, or the prices specified, must not be exceeded without written authorization being first obtained from SHERIFF. Prices quoted will include a discount off MSRP and/ or the percentage markup over vendor cost as contained in the vendor bid document. Discounts off manufacturer's price lists will be reflected on quotes per vendor's bid submission and will be extended to manufacturer and dealer installed options. Quotes must follow the outline set forth in the quote template section "m" contained in the bid announcement, terms and conditions. [see attachments]

D. INDEMNITY AND INSURANCE

SHERIFF agrees to be responsible for the acts or omissions of his employees to the extent permitted under Florida law. Nothing herein shall operate as a waiver of SHERIFF'S sovereign immunity. SHERIFF does not agree to indemnify or hold harmless VENDOR. There are no intended third-party beneficiaries arising out of or in any way connected to this AGREEMENT, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this AGREEMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this AGREEMENT. VENDOR further agrees to provide workers' compensation coverage for all of VENDOR'S employees, and to maintain such general and auto liability insurance as is deemed necessary by SHERIFF for the circumstances and operations of VENDOR. VENDOR further agrees to provide SHERIFF with Certificates of Insurance, indicating the amount of coverage in force, upon request.

E. PACKING

Packages must be plainly marked with shipper's name and Purchase Order number. Charges are not allowed for boxing or crating unless previously agreed upon in writing.

F. DELIVERY

All materials must be shipped F.O.B. Destination. SHERIFF will not pay freight or express charges. If a specific purchase is negotiated on the basis of F.O.B. shipping point, VENDOR IS TO PREPAY SHIPPING CHARGES AND ADD TO INVOICE.



Upon receipt of a Purchase Order under this AGREEMENT, the VENDOR shall contact the SHERIFF to confirm the order and a mutually agreeable delivery date. Deliveries shall be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, except for holidays, unless otherwise stated.

G. MATERIAL SAFETY DATA SHEET VENDOR agrees to furnish SHERIFF with a current Material Safety Data Sheet (MSDS) on or before delivery as required by Florida Statute.

H. OSHA REQUIREMENT

VENDOR hereby guarantees SHERIFF that all materials, supplies and equipment as listed on the purchase order meet the requirements, specifications and standards as provided for under the Federal Occupations Safety and Health Act of 1970, as from time to time amended and in force at the date hereof.

I. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133 (2) Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. VENDOR hereby swears or affirms that it isn't currently on any such list or otherwise been suspended or barred from providing services or products by any local, state or federal regulatory or governmental entity.

J. PROMPT PAYMENT ACT

Contained below are provisions of Chapter 218, Florida Statutes, which regulates payments made by local governmental entities for non-construction services or goods. As an Independent Elected Constitutional Office, SHERIFF is bound by the provisions of this Chapter and all contracts entered into between SHERIFF and private vendors are governed by its terms. This section shall extend to the eligible governmental agencies as qualified users of this agreement which are statutorily referred to as: "Governmental agency" means a county, a municipality, a district school board, or any other unit of local government or political subdivision in this state.

Attached below are the pertinent parts of Chapter 218, Florida Statutes, relating to payments made by SHERIFF. These requirements supersede any terms in agreements entered into between the SHERIFF and any vendor or contractor doing business with SHERIFF.

The time at which payment is due for purchases made by SHERIFF shall be calculated from:

1. The date on which a proper invoice is received by the chief disbursement officer of the



- local governmental entity after approval by the governing body, if required; or
2. If a proper invoice is not received by the local governmental entity, the date:
 - a. On which delivery of personal property is accepted by the local governmental entity;
 - b. On which services are completed;
 - c. On which the rental period begins; or
 - d. On which SHERIFF and VENDOR agree in a contract that provides dates relative to payment periods; whichever date is latest.
 3. SHERIFF shall establish procedures whereby each payment request or invoice received by it is marked as received on the date on which it is delivered to an agent or employee of SHERIFF or of a facility or office of the SHERIFF.
 4. The payment due date for contracts for the purchase of goods or services is 45 days after the date specified in s. 218.73. The payment due date for the purchase of construction services is specified in s. 218.735.
 5. If the terms under which a purchase is made allow for partial deliveries and a payment request or proper invoice is submitted for a partial delivery, the time for payment for the partial delivery must be calculated from the time of the partial delivery and the submission of the payment request or invoice in the same manner as provided in s. 218.73 or s. 218.735.
 6. All payments, due from SHERIFF and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. VENDOR must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

K. SCRUTINIZED VENDOR LIST

By executing this Agreement, VENDOR certifies that: it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If SHERIFF determines, using credible information available to the public, that VENDOR has submitted a false certification, SHERIFF shall provide VENDOR with written notice of its determination. VENDOR shall have ninety (90) days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If VENDOR does not make such demonstration within ninety (90) days after receipt of the notice, SHERIFF shall bring a civil action against VENDOR. If a civil action is brought and the court determines that VENDOR has submitted a false certification, VENDOR shall pay a civil penalty equal to the greater of two million (\$2,000,000) dollars or twice the amount of the contract for which the false certification was submitted, and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification; and, VENDOR will be ineligible to bid on any contract with an agency or local governmental entity for three (3) years after the date SHERIFF determined that VENDOR submitted a false certification, pursuant Section 287.135(5)(a), Florida Statutes



L. GOVERNING LAW, JURISDICTION AND VENUE

The terms and conditions of this agreement shall be construed in accordance with and governed by the laws of the State of Florida. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation, and enforcement of this AGREEMENT shall be instituted and litigated in the courts of the State of Florida, located in Bradford County, Florida, without regard to conflicts of laws principles. In accordance herewith, the parties to this AGREEMENT submit to the jurisdiction of the courts of the State of Florida located in Bradford County, Florida.

M. ARBITRATION/MEDIATION

SHERIFF does not agree to binding arbitration or mediation nor waive SHERIFF'S right to use the courts in the event that a breach or other circumstance necessitates litigation as a tool to ensure that the rights of the agency and the citizenry are protected.

N. WARRANTY

SHERIFF does not agree to waive direct, special or exemplary damages.

O. SECURITY

Due to the confidential and sensitive nature of the work performed by SHERIFF, VENDOR and contractors may be subjected to background checks upon SHERIFF'S request. VENDOR and contractors may be required to provide information about themselves, their employees, and subcontractors, in order to permit SHERIFF to conduct background checks on persons entering secure areas, accessing secure information or otherwise providing supplies or services to SHERIFF. SHERIFF retains the right to limit or refuse access to any person at his sole discretion and vendors and contractors agree to abide that decision without cost or penalty to SHERIFF.

P. TERMINATION

This AGREEMENT may be terminated at any time by SHERIFF, for any reason or no reason at all, upon providing thirty (30) days advance written notice to the VENDOR. SHERIFF shall pay for all supplies and services provided by VENDOR as of the date of termination.

Q. APPROPRIATION

This AGREEMENT is subject to availability and annual appropriation of funds by the County, County Council, (Council). If funding for vehicle purchasing is not appropriated by the Council for any fiscal period during the term hereof, then SHERIFF shall immediately terminate this AGREEMENT upon written notice to VENDOR. In the event of such termination, VENDOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Such termination by SHERIFF shall not be deemed a Breach of Contract by SHERIFF, and VENDOR shall have no right to any actual, general, specific, incidental, consequential, or any other damages whatsoever of any description or amount.

R. MISCELLANEOUS



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

None of the following terms shall have any effect or be enforceable against SHERIFF or any of his employees or agents:

1. Any term requiring SHERIFF to maintain any type of insurance for the benefit of either SHERIFF or VENDOR.
2. Any term granting VENDOR any security interest in property owned or controlled by SHERIFF, including facilities provided by the County Board of County Commissioners for use by SHERIFF.
3. Any term obligating SHERIFF to pay the costs of collection or attorney's fees.
4. Any term allowing VENDOR to make unilateral modification to any contract entered into or relied upon by the Parties.
5. Any term requiring or stating that the terms of VENDOR'S standard form contract shall prevail over the terms of this Agreement in the event of a conflict.
6. Any term granting VENDOR the right to audit or examine the books, records or accounts of SHERIFF other than as required by law.

S. PUBLIC RECORDS LAW

Chapter 119, FS, is Florida's Public Records Act. Under this law, all records, including contracts are subject to disclosure to the public on demand. There are certain exemptions that can be claimed by SHERIFF to shield certain protected information, but VENDOR is hereby put on notice that the terms and conditions of any agreement entered into between VENDOR and SHERIFF are likely be disclosed if a public demand is made. SHERIFF does not agree to the confidentiality of any information contained within any documents created or developed as part of any agreement. The Public Records law will always supersede any agreements to the contrary.

The NOTICE provided below is required to be part of any agreement entered into by SHERIFF.

NOTICE

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY.

In compliance with 119.0701, Florida Statutes, and 119.011(2), Florida Statutes, the following definitions shall apply to this agreement:

"Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

"Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

Note that in accordance with Florida law the contractor shall:



1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service.
5. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall upon termination of the contract destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
6. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records.
7. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
8. The Contractor understands that a request made to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency; however if the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
9. If a contractor does not comply with the public agency's records request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s.119.10, which include the filing of a civil action against a contractor to compel production of public records relating to a public agency's contract for services. The court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - a. A notice complies with the requirements of this chapter if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent.
 - b. Such notices must be sent by common carrier delivery service or by registered,



Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

T. E-VERIFY

1. The terms contained in this paragraph shall be defined in accordance with Florida Statute Section 448.095 "Employment Eligibility."
2. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
3. As of January 1, 2021, a public employer (e.g., Sheriff's Office) may not enter into a contract with a contractor, or subcontractor unless each party to the contract registers with and uses the E-Verify system. Every contractor who has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; or subcontractor who is a person or entity that provides labor, supplies, or services to or for a contractor or other subcontractor in exchange for salary, wages, or other remuneration, shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
4. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
5. A contract terminated for violating paragraph 3 above or sections 448.095 subsections (2)(c) 1 or 2, FS, is not a breach of contract and may not be considered as such. Additionally, a contractor whose contract that is terminated as provided for in this paragraph may not be awarded a public contract for at least 1 year after the date on which the contract was terminated.
6. **VENDOR** shall, upon request, provide evidence of compliance with this provision to **SHERIFF**. Failure to comply with this provision is a material breach of the Agreement, and the **SHERIFF** may choose to terminate the Agreement at any time at its sole discretion. **VENDOR** may be liable for all costs associated with **SHERIFF** securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). **VENDOR**, by virtue of acceptance of the Purchase Order certifies that:
 1. **VENDOR** and its Subcontractors are aware of the requirements of Florida Statute 448.095, and upon request from the Sheriff's Office, provide evidence of such compliance.
 2. **VENDOR** and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 3. **VENDOR** will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
 4. The Subcontractor will provide **VENDOR** with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
 5. **VENDOR** must maintain a copy of such affidavit.



6. SHERIFF may terminate this Contract on the good faith belief that the VENDOR or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), VENDOR may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. VENDOR is liable for any additional cost incurred by SHERIFF as a result of the termination of this Contract.

U. FOREIGN INFLUENCE

VENDOR represents and warrants that it has made any applicable disclosures to SHERIFF which are required under Section 286.101(3)(a), Florida Statutes, pertaining to business transactions with a foreign country of concern as more fully defined within said statute.

V. GRANTS

Any purchases funded through Federal Grants, including but not limited to UASI, SCHGP, and any other federal grants shall require the VENDOR to comply with the provisions listed in 2 C.F.R. Part 200.

W. SUBCONTRACTORS

VENDOR agrees that as the signatory to this agreement, it is solely responsible for the satisfactory provision of goods and services hereunder. SHERIFF does not authorize subcontractors, joint ventures or third parties to provide goods or services in the performance of this agreement except as identified by VENDOR in its proposal to SHERIFF. All subcontractors, joint ventures or third parties providing goods or services in furtherance of this agreement shall be specifically identified by VENDOR and the Scope of Work will clearly identify the specific goods and or services to be provided by said subcontractors, joint ventures or third parties.

If the services provided by any subcontractor, joint venture or third party requires a specific licensure, certificate, degree or other governmental authorization to provide the services, proof of such licensure, certificate, degree or authorization will be provided by VENDOR to SHERIFF prior to the commencement of work or the payment of any sums due to VENDOR.

X. PROMPT PAYMENT DISCOUNT and FEE CALCULATION

Where SHERIFF and/ or eligible users of this contract pays the VENDOR within 30 days of delivery of a vehicle, the VENDOR shall remit a fee to the Bradford County Sheriff's Office at one half of one percent of the total purchase amount excluding tag fees, extended warranty purchases, and trade in allowances; per unit, that is promptly paid for. Vendor fee reporting to be submitted **monthly** with payment due the 20th of the month following the reporting cycle for all deliveries made within month reporting.

Y. OUT-OF-SERVICE VEHICLES



Sheriff Gordon Smith
945-B North Temple Avenue
Starke, FL 32091

The SHERIFF has the option to dispose of out-of-service vehicles through the VENDOR. Should the SHERIFF decide to do so, the VENDOR agrees to auction off those vehicles and pay to the SHERIFF the net auction proceeds minus transport costs and \$400 vendor fee per unit.

Z. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties regarding this Agreement and supersedes all prior communications. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations except such representations as are specifically set forth herein, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other. No alteration of these terms and conditions is binding on SHERIFF unless signed by SHERIFF.

Z. TERM AND EXTENSION

The term for this AGREEMENT ("BCSO 22-27-1.0") shall remain in effect for five (5) years from the date of contract execution by the SHERIFF and may be renewed for five (5) years or extended by the PARTIES upon mutual agreement, in writing and executed by the PARTIES, before the expiration of the original term or any extension thereof. SHERIFF does not agree to automatic renewals or extensions. AGREEMENT may be extended to other governmental agencies located in the State of Florida with vendor approval.

IN WITNESS THEREOF, the PARTIES have caused this AGREEMENT to be duly executed as of the last day set forth below by the undersigned authorized representatives of the PARTIES.

Bradford County Sheriff's Office

Joe Guil
Name
9/13/22
Date

VENDOR (Duval Ford)

Richard Tackett
Name **Richard Tackett: GM**
9/13/2022
Date

Approved as to Form and Legality,
for the Reliance of the Bradford County
Sheriff, Florida

[Tab 4] Price Proposal

Attachment 1: FORD OEM PRODUCTS: ALL MODELS AND PACKAGES: 1.65%

Attachment 2: Duval Ford AMO percent markup table

Attachment (2a): Exclusions: Ford SVT, ST

Attachment 3: Mileage Statement

Tab 4: Part 1, OEM percent Markup

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Medium Truck Chassis			
2	>2022	F650	F6A-F650 REG CAB	All Oem Pkg's Packages	1.65%
3	>2022	F650	F6B-F650 REG CAB LO	All Oem Pkg's	1.65%
4	>2022	F650	F6C-F650 REG CAB	All Oem Pkg's	1.65%
5	>2022	F650	F6D-F650 REG CAB	All Oem Pkg's	1.65%
6	>2022	F650	F6E-F650 REG CAB LO	All Oem Pkg's	1.65%
7	>2022	F650	F6T-F650 REG CAB TR	All Oem Pkg's	1.65%
8	>2022	F750	F7A-F750 REG CAB	All Oem Pkg's	1.65%
9	>2022	F750	F7D-F750 REG CAB	All Oem Pkg's	1.65%
10	>2022	F750	F7T-F750 REG CAB TR	All Oem Pkg's	1.65%
11	>2022	F650	W6A-F650 CREW CAB	All Oem Pkg's	1.65%
12	>2022	F650	W6B-F650 CRW CAB LO	All Oem Pkg's	1.65%
13	>2022	F650	W6D-F650 CREW CAB	All Oem Pkg's	1.65%
14	>2022	F650	W6E-F650 CRW CAB LO	All Oem Pkg's	1.65%
15	>2022	F650	W6T-F650 CRW CAB TR	All Oem Pkg's	1.65%
16	>2022	F750	W7A-F750 CREW CAB	All Oem Pkg's	1.65%
17	>2022	F750	W7D-F750 CREW CAB	All Oem Pkg's	1.65%
18	>2022	F750	W7T-F750 CRW CAB TR	All Oem Pkg's	1.65%
19	>2022	F650	X6A-F650 SUPER CAB	All Oem Pkg's	1.65%
20	>2022	F650	X6B-F650 SPR CAB LO	All Oem Pkg's	1.65%
21	>2022	F650	X6D-F650 SUPER CAB	All Oem Pkg's	1.65%
22	>2022	F650	X6E-F650 SPR CAB LO	All Oem Pkg's	1.65%
23	>2022	F650	X6T-F650 SPR CAB TR	All Oem Pkg's	1.65%
24	>2022	F750	X7A-F750 SUPER CAB	All Oem Pkg's	1.65%
25	>2022	F750	X7D-F750 SUPER CAB	All Oem Pkg's	1.65%
26	>2022	F750	X7T-F750 SPR CAB TR	All Oem Pkg's	1.65%
	>2022	E-Series Chassis and Cutaway			
28	>2022	ECONOLINE	E3F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
29	>2022	ECONOLINE	E3K-COMM STRIP CHAS	All Oem Pkg's	1.65%
30	>2022	ECONOLINE	E4F-COM CUTAWAY VAN	All Oem Pkg's	1.65%
31	>2022	ECONOLINE	E4K-COMM STRIP CHAS	All Oem Pkg's	1.65%
	>2022	Mustang			
33	>2022	Mustang	P8C-GT COUPE	All Oem Pkg's Excluding SVT	1.65%
34	>2022	Mustang	P8F-GT CONV PREM	All Oem Pkg's Excluding SVT	1.65%
35	>2022	Mustang	P8J-HB COUPE	All Oem Pkg's Excluding SVT	1.65%
36	>2022	Mustang	P8K-BULLITT COUPE	All Oem Pkg's Excluding SVT	1.65%
37	>2022	Mustang	P8R-MACH 1 COUPE	All Oem Pkg's Excluding SVT	1.65%
38	>2022	Mustang	P8S-SHELBY GT500	All Oem Pkg's Excluding SVT	1.65%
39	>2022	Mustang	P8T-MUST ECO COUPE	All Oem Pkg's Excluding SVT	1.65%
40	>2022	Mustang	P8U-ECO CONVERTIBLE	All Oem Pkg's Excluding SVT	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	Expedition			
42	>2022	Expedition	K1F-4X2 XL MAX	All Oem Pkg's	1.65%
43	>2022	Expedition	K1G-4X4 XL MAX	All Oem Pkg's	1.65%
44	>2022	Expedition	K1H-4X2 XLT MAX	All Oem Pkg's	1.65%
45	>2022	Expedition	K1J-4X4 XLT MAX	All Oem Pkg's	1.65%
46	>2022	Expedition	K1K-4X2 LIMITED MAX	All Oem Pkg's	1.65%
47	>2022	Expedition	K1L-4X2 PLATINUM MX	All Oem Pkg's	1.65%
48	>2022	Expedition	K1M-4X4 PLATINUM MX	All Oem Pkg's	1.65%
49	>2022	Expedition	K1N-4X2 K.RANCH MAX	All Oem Pkg's	1.65%
50	>2022	Expedition	K1P-4X4 K.RANCH MAX	All Oem Pkg's	1.65%
51	>2022	Expedition	K2A-4X4 LIMITED MAX	All Oem Pkg's	1.65%
52	>2022	Expedition	U1F-4X2 XL	All Oem Pkg's	1.65%
53	>2022	Expedition	U1G-4X4 XL	All Oem Pkg's	1.65%
54	>2022	Expedition	U1H-4X2 XLT	All Oem Pkg's	1.65%
55	>2022	Expedition	U1J-4X4 XLT	All Oem Pkg's	1.65%
56	>2022	Expedition	U1K-4X2 LIMITED	All Oem Pkg's	1.65%
57	>2022	Expedition	U1L-4X2 PLATINUM	All Oem Pkg's	1.65%
58	>2022	Expedition	U1M-4X4 PLATINUM	All Oem Pkg's	1.65%
59	>2022	Expedition	U1N-4X2 KING RANCH	All Oem Pkg's	1.65%
60	>2022	Expedition	U1P-4X4 KING RANCH	All Oem Pkg's	1.65%
61	>2022	Expedition	U1R-4X4 TIMBERLINE	All Oem Pkg's	1.65%
62	>2022	Expedition	U2A-4X4 LIMITED	All Oem Pkg's	1.65%
	>2022	Bronco Sport SUV			
64	>2022	Bronco Sport SUV	R9A-BRONCO SPT BASE	All Oem Pkg's	1.65%
65	>2022	Bronco Sport SUV	R9B-BRONCO SPT BIG	All Oem Pkg's	1.65%
66	>2022	Bronco Sport SUV	R9C-BRONCO SPT OB	All Oem Pkg's	1.65%
67	>2022	Bronco Sport SUV	R9D-BRONCO SPT BD	All Oem Pkg's	1.65%
	>2022	Transit Connect Van			
69	>2022	Transit Connect Van	E6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
70	>2022	Transit Connect Van	E6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
71	>2022	Transit Connect Van	E7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
72	>2022	Transit Connect Van	E7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
73	>2022	Transit Connect Van	S6S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
74	>2022	Transit Connect Van	S6T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
75	>2022	Transit Connect Van	S7S-TRAN CON-VAN-XL	All Oem Pkg's	1.65%
76	>2022	Transit Connect Van	S7T-TRAN CN-VAN-XLT	All Oem Pkg's	1.65%
	>2022	Superduty			
78	>2022	F250	F2A-F250 4X2 SD R/C	All Oem Pkg's	1.65%
79	>2022	F250	F2B-F250 4X4 SD R/C	All Oem Pkg's	1.65%
80	>2022	F350	F3A-F350 4X2SDR/CSR	All Oem Pkg's	1.65%
81	>2022	F350	F3B-F350 4X4SDR/CSR	All Oem Pkg's	1.65%
82	>2022	F350	F3C-F350 4X2 SD R/C	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
83	>2022	F350	F3D-F350 4X4 SD R/C	All Oem Pkg's	1.65%
84	>2022	F350	F3E-F350 4X2CHAS/CS	All Oem Pkg's	1.65%
85	>2022	F350	F3F-F350 4X4CHAS/CS	All Oem Pkg's	1.65%
86	>2022	F350	F3G-F350 4X2 CHAS/C	All Oem Pkg's	1.65%
87	>2022	F350	F3H-F350 4X4 CHAS/C	All Oem Pkg's	1.65%
88	>2022	F450	F4C-F450 4X2 SD R/C	All Oem Pkg's	1.65%
89	>2022	F450	F4D-F450 4X4 SD R/C	All Oem Pkg's	1.65%
90	>2022	F450	F4G-F450 4X2 CHAS/C	All Oem Pkg's	1.65%
91	>2022	F450	F4H-F450 4X4 CHAS/C	All Oem Pkg's	1.65%
92	>2022	F550	F5G-F550 4X2 CHAS/C	All Oem Pkg's	1.65%
93	>2022	F550	F5H-F550 4X4 CHAS/C	All Oem Pkg's	1.65%
94	>2022	F600	F6K-F600 4X2 CHAS/C	All Oem Pkg's	1.65%
95	>2022	F600	F6L-F600 4X4 CHAS/C	All Oem Pkg's	1.65%
96	>2022	F250	W2A-F250 4X2 CREW/C	All Oem Pkg's	1.65%
97	>2022	F250	W2B-F250 4X4 CREW/C	All Oem Pkg's	1.65%
98	>2022	F350	W3A-F350 4X2CREW/CS	All Oem Pkg's	1.65%
99	>2022	F350	W3B-F350 4X4CREW/CS	All Oem Pkg's	1.65%
100	>2022	F350	W3C-F350 4X2 CREW/C	All Oem Pkg's	1.65%
101	>2022	F350	W3D-F350 4X4 CREW/C	All Oem Pkg's	1.65%
102	>2022	F350	W3E-F350 4X2CRWCCSR	All Oem Pkg's	1.65%
103	>2022	F350	W3F-F350 4X4CRWCCSR	All Oem Pkg's	1.65%
104	>2022	F350	W3G-F350 4X2 CRW CC	All Oem Pkg's	1.65%
105	>2022	F350	W3H-F350 4X4 CRW CC	All Oem Pkg's	1.65%
106	>2022	F450	W4C-F450 4X2 CRW PU	All Oem Pkg's	1.65%
107	>2022	F450	W4D-F450 4X4 CRW PU	All Oem Pkg's	1.65%
108	>2022	F450	W4G-F450 4X2 CRW CC	All Oem Pkg's	1.65%
109	>2022	F450	W4H-F450 4X4 CRW CC	All Oem Pkg's	1.65%
110	>2022	F550	W5G-F550 4X2 CRW CC	All Oem Pkg's	1.65%
111	>2022	F550	W5H-F550 4X4 CRW CC	All Oem Pkg's	1.65%
112	>2022	F250	X2A-F250 4X2 S/C	All Oem Pkg's	1.65%
113	>2022	F250	X2B-F250 4X4 S/C	All Oem Pkg's	1.65%
114	>2022	F350	X3A-F350 4X2 S/C	All Oem Pkg's	1.65%
115	>2022	F350	X3B-F350 4X4 S/C	All Oem Pkg's	1.65%
116	>2022	F350	X3C-F350 4X2 S/C DR	All Oem Pkg's	1.65%
117	>2022	F350	X3D-F350 4X4 S/C DR	All Oem Pkg's	1.65%
118	>2022	F350	X3E-F350 4X2S/CCCSR	All Oem Pkg's	1.65%
119	>2022	F350	X3F-F350 4X4S/CCCSR	All Oem Pkg's	1.65%
120	>2022	F350	X3G-F350 4X2 S/C CC	All Oem Pkg's	1.65%
121	>2022	F350	X3H-F350 4X4 S/C CC	All Oem Pkg's	1.65%
122	>2022	F450	X4G-F450 4X2 S/C CC	All Oem Pkg's	1.65%
123	>2022	F450	X4H-F450 4X4 S/C CC	All Oem Pkg's	1.65%
124	>2022	F550	X5G-F550 4X2 S/C CC	All Oem Pkg's	1.65%
125	>2022	F550	X5H-F550 4X4 S/C CC	All Oem Pkg's	1.65%
	>2022	Mustang Mach-E			
127	>2022	Mustang Mach-E	K1R-SELECT RWD	All Oem Pkg's	1.65%
128	>2022	Mustang Mach-E	K1S-SELECT AWD	All Oem Pkg's	1.65%
129	>2022	Mustang Mach-E	K2R-CAL ROUTE 1 RWD	All Oem Pkg's	1.65%
130	>2022	Mustang Mach-E	K2S-CAL ROUTE 1 AWD	All Oem Pkg's	1.65%
131	>2022	Mustang Mach-E	K3R-PREMIUM RWD	All Oem Pkg's	1.65%
132	>2022	Mustang Mach-E	K3S-PREMIUM AWD	All Oem Pkg's	1.65%
133	>2022	Mustang Mach-E	K4S-GT AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
	>2022	F150 SERIES			
135	>2022	F150	F1C-F150 4X2 R/C	All Oem Pkg's	1.65%
136	>2022	F150	F1E-F150 4X4 R/C	All Oem Pkg's	1.65%
137	>2022	F150	W1C-F150 4X2 CREW	All Oem Pkg's	1.65%
138	>2022	F150	W1E-F150 4X4 CREW	All Oem Pkg's	1.65%
139	>2022	F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%
140	>2022	F150	W1S-F150 4X2 CREW	All Oem Pkg's	1.65%
141	>2022	F150	W1T-F150 4X4 CREW	All Oem Pkg's	1.65%
142	>2022	F150	X1C-F150 4X2 S/C	All Oem Pkg's	1.65%
143	>2022	F150	X1E-F150 4X4 S/C	All Oem Pkg's	1.65%
	>2022	Bronco Full Size			
145	>2022	Bronco Full Size	E5A-BRONCO 2DR 4X4	All Oem Pkg's Excluding SVT	1.65%
146	>2022	Bronco Full Size	E5B-BRONCO 4DR 4X4	All Oem Pkg's Excluding SVT	1.65%
147	>2022	Bronco Full Size	E5C-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
148	>2022	Bronco Full Size	E5D-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
149	>2022	Bronco Full Size	E5E-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
150	>2022	Bronco Full Size	E5F-2DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
151	>2022	Bronco Full Size	E5G-2 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
152	>2022	Bronco Full Size	E5H-4 DR ADV AWD HL	All Oem Pkg's Excluding SVT	1.65%
153	>2022	Bronco Full Size	E5J-4DR ADVANCD 4X4	All Oem Pkg's Excluding SVT	1.65%
	>2022	Maverick Pickup			
155	>2022	Maverick Pickup	W8E-MAVERICK FWD	All Oem Pkg's	1.65%
156	>2022	Maverick Pickup	W8F-MAVERICK AWD	All Oem Pkg's	1.65%
	>2022	Explorer SUV			
158	>2022	Explorer SUV	K7B-4DR RWD BASE	All Oem Pkg's Excluding ST	1.65%
159	>2022	Explorer SUV	K7D-4DR RWD XLT	All Oem Pkg's Excluding ST	1.65%
160	>2022	Explorer SUV	K7F-4DR RWD LIMITED	All Oem Pkg's Excluding ST	1.65%
161	>2022	Explorer SUV	K7G-4DR RWD ST	All Oem Pkg's Excluding ST	1.65%
162	>2022	Explorer SUV	K7H-4DR RWD PLTNM	All Oem Pkg's Excluding ST	1.65%
163	>2022	Explorer SUV	K7K-4DR RWD ST-LINE	All Oem Pkg's Excluding ST	1.65%
164	>2022	Explorer SUV	K7L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
165	>2022	Explorer SUV	K8B-4DR 4WD BASE	All Oem Pkg's Excluding ST	1.65%
166	>2022	Explorer SUV	K8D-4DR 4WD XLT	All Oem Pkg's Excluding ST	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
167	>2022	Explorer SUV	K8F-4DR 4WD LIMITED	All Oem Pkg's Excluding ST	1.65%
168	>2022	Explorer SUV	K8G-4DR 4WD ST	All Oem Pkg's Excluding ST	1.65%
169	>2022	Explorer SUV	K8H-4DR 4WD PLTNM	All Oem Pkg's Excluding ST	1.65%
170	>2022	Explorer SUV	K8J-4DR 4WD TMBLINE	All Oem Pkg's Excluding ST	1.65%
171	>2022	Explorer SUV	K8K-4DR 4WD ST-LINE	All Oem Pkg's Excluding ST	1.65%
172	>2022	Explorer SUV	K8L-4DR RWD K RANCH	All Oem Pkg's Excluding ST	1.65%
	>2022	Transit Van			
174	>2022	Transit Van	E1C-MR CARGO RWD	All Oem Pkg's	1.65%
175	>2022	Transit Van	E1D-MR CREW RWD	All Oem Pkg's	1.65%
176	>2022	Transit Van	E1Y-LR CARGO RWD	All Oem Pkg's	1.65%
177	>2022	Transit Van	E1Z-LR CREW RWD	All Oem Pkg's	1.65%
178	>2022	Transit Van	E2C-MR CARGO AWD	All Oem Pkg's	1.65%
179	>2022	Transit Van	E2D-MR CREW AWD	All Oem Pkg's	1.65%
180	>2022	Transit Van	E2Y-LR CARGO AWD	All Oem Pkg's	1.65%
181	>2022	Transit Van	E9Z-LR CREW AWD	All Oem Pkg's	1.65%
182	>2022	Transit Van	F1P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
183	>2022	Transit Van	F1Y-LR CARGO RWD	All Oem Pkg's	1.65%
184	>2022	Transit Van	F1Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
185	>2022	Transit Van	F2P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
186	>2022	Transit Van	F2Y-LR CARGO AWD	All Oem Pkg's	1.65%
187	>2022	Transit Van	F2Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
188	>2022	Transit Van	F4U-HR CARGO AWD	All Oem Pkg's	1.65%
189	>2022	Transit Van	F4V-HR CREW RWD	All Oem Pkg's	1.65%
190	>2022	Transit Van	F4W-HR CREW AWD	All Oem Pkg's	1.65%
191	>2022	Transit Van	F4X-HR CARGO RWD	All Oem Pkg's	1.65%
192	>2022	Transit Van	F5X-HR CARGO RWD	All Oem Pkg's	1.65%
193	>2022	Transit Van	F6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
194	>2022	Transit Van	F6X-HR CARGO AWD	All Oem Pkg's	1.65%
195	>2022	Transit Van	F6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
196	>2022	Transit Van	F7C-MR CARGO RWD	All Oem Pkg's	1.65%
197	>2022	Transit Van	F7X-HR CARGO RWD	All Oem Pkg's	1.65%
198	>2022	Transit Van	F8C-MR CARGO AWD	All Oem Pkg's	1.65%
199	>2022	Transit Van	F8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
200	>2022	Transit Van	F8X-HR CARGO AWD	All Oem Pkg's	1.65%
201	>2022	Transit Van	F8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
202	>2022	Transit Van	R1C-MR CARGO RWD	All Oem Pkg's	1.65%
203	>2022	Transit Van	R1D-MR CREW RWD W	All Oem Pkg's	1.65%
204	>2022	Transit Van	R1V-HR CREW RWD W	All Oem Pkg's	1.65%
205	>2022	Transit Van	R1X-HR CARGO RWD	All Oem Pkg's	1.65%
206	>2022	Transit Van	R1Y-LR CARGO RWD	All Oem Pkg's	1.65%
207	>2022	Transit Van	R1Z-LR CREW RWD	All Oem Pkg's	1.65%
208	>2022	Transit Van	R2C-MR CARGO AWD	All Oem Pkg's	1.65%
209	>2022	Transit Van	R2D-MR CREW AWD	All Oem Pkg's	1.65%
210	>2022	Transit Van	R2V-HR CREW AWD	All Oem Pkg's	1.65%
211	>2022	Transit Van	R2X-HR CARGO AWD	All Oem Pkg's	1.65%

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
212	>2022	Transit Van	R2Y-LR CARGO AWD	All Oem Pkg's	1.65%
213	>2022	Transit Van	R2Z-LR CREW AWD	All Oem Pkg's	1.65%
214	>2022	Transit Van	R3U-HR CARGO AWD	All Oem Pkg's	1.65%
215	>2022	Transit Van	R3X-HR CARGO RWD	All Oem Pkg's	1.65%
216	>2022	Transit Van	R5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
217	>2022	Transit Van	R5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
218	>2022	Transit Van	R7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
219	>2022	Transit Van	R7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
220	>2022	Transit Van	S4U-HR CARGO AWD	All Oem Pkg's	1.65%
221	>2022	Transit Van	S4V-HR CREW RWD	All Oem Pkg's	1.65%
222	>2022	Transit Van	S4W-HR CREW AWD	All Oem Pkg's	1.65%
223	>2022	Transit Van	S4X-HR CARGO RWD	All Oem Pkg's	1.65%
224	>2022	Transit Van	S6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
225	>2022	Transit Van	S6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
226	>2022	Transit Van	S8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
227	>2022	Transit Van	S8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
228	>2022	Transit Van	U4X-HR PASS XL RWD	All Oem Pkg's	1.65%
229	>2022	Transit Van	U5X-HR PASS XL AWD	All Oem Pkg's	1.65%
230	>2022	Transit Van	U6P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
231	>2022	Transit Van	U6Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
232	>2022	Transit Van	U8P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
233	>2022	Transit Van	U8U-HR CARGO AWD	All Oem Pkg's	1.65%
234	>2022	Transit Van	U8X-HR CARGO RWD	All Oem Pkg's	1.65%
235	>2022	Transit Van	U8Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
236	>2022	Transit Van	W1D-MR CREW RWD	All Oem Pkg's	1.65%
237	>2022	Transit Van	W1V-HR CREW RWD	All Oem Pkg's	1.65%
238	>2022	Transit Van	W1X-HR CARGO RWD	All Oem Pkg's	1.65%
239	>2022	Transit Van	W1Y-LR CARGO RWD	All Oem Pkg's	1.65%
240	>2022	Transit Van	W1Z-LR CREW RWD	All Oem Pkg's	1.65%
241	>2022	Transit Van	W2C-MR CARGO AWD	All Oem Pkg's	1.65%
242	>2022	Transit Van	W2D-MR CREW AWD	All Oem Pkg's	1.65%
243	>2022	Transit Van	W2V-HR CREW AWD	All Oem Pkg's	1.65%
244	>2022	Transit Van	W2X-HR CARGO AWD	All Oem Pkg's	1.65%
245	>2022	Transit Van	W2Y-LR CARGO AWD	All Oem Pkg's	1.65%
246	>2022	Transit Van	W2Z-LR CREW AWD	All Oem Pkg's	1.65%
247	>2022	Transit Van	W3U-HR CARGO AWD	All Oem Pkg's	1.65%
248	>2022	Transit Van	W3X-HR CARGO RWD	All Oem Pkg's	1.65%
249	>2022	Transit Van	W4X-HR PASS XL RWD	All Oem Pkg's	1.65%
250	>2022	Transit Van	W4Z-MR PASS XL RWD	All Oem Pkg's	1.65%
251	>2022	Transit Van	W5P-LR CUTAWAY RWD	All Oem Pkg's	1.65%
252	>2022	Transit Van	W5Z-LR CHASSIS RWD	All Oem Pkg's	1.65%
253	>2022	Transit Van	W7P-LR CUTAWAY AWD	All Oem Pkg's	1.65%
254	>2022	Transit Van	W7Z-LR CHASSIS AWD	All Oem Pkg's	1.65%
255	>2022	Transit Van	W9C-MR CARGO RWD	All Oem Pkg's	1.65%
256	>2022	Transit Van	X2C-MR PASS XL RWD	All Oem Pkg's	1.65%
257	>2022	Transit Van	X2X-HR PASS XL RWD	All Oem Pkg's	1.65%
258	>2022	Transit Van	X2Y-LR PASS XL RWD	All Oem Pkg's	1.65%
259	>2022	Transit Van	X9C-MR PASS XL AWD	All Oem Pkg's	1.65%
260	>2022	Transit Van	X9X-HR PASS XL AWD	All Oem Pkg's	1.65%
261	>2022	Transit Van	X9Y-LR PASS XL AWD	All Oem Pkg's	1.65%
	>2022	Edge Suv			

ITEM NUMBER	Model Year	Vehicle Type	Model Code	Package Availability	Contract % Markup over Invoice
263	>2022	Edge Suv	K3G-EDGE FWD-SE	All Oem Pkg's	1.65%
264	>2022	Edge Suv	K3J-EDGE FWD-SEL	All Oem Pkg's	1.65%
265	>2022	Edge Suv	K3K-EDGE FWD-TITAN	All Oem Pkg's	1.65%
266	>2022	Edge Suv	K4A-EDGE AWD-ST	All Oem Pkg's	1.65%
267	>2022	Edge Suv	K4G-EDGE AWD-SE	All Oem Pkg's	1.65%
268	>2022	Edge Suv	K4J-EDGE AWD-SEL	All Oem Pkg's	1.65%
269	>2022	Edge Suv	K4K-EDGE AWD-TITAN	All Oem Pkg's	1.65%
	>2022	Transit Connect			
271	>2022	43-TRAN CONNCT WAG	E8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
272	>2022	43-TRAN CONNCT WAG	E8G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
273	>2022	43-TRAN CONNCT WAG	E9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
274	>2022	43-TRAN CONNCT WAG	E9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
275	>2022	43-TRAN CONNCT WAG	E9G-TRANCON-WGN-TTN	All Oem Pkg's	1.65%
276	>2022	43-TRAN CONNCT WAG	S8F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
277	>2022	43-TRAN CONNCT WAG	S9E-TRANCON-WGN-XL	All Oem Pkg's	1.65%
278	>2022	43-TRAN CONNCT WAG	S9F-TRANCON-WGN-XLT	All Oem Pkg's	1.65%
	>2022	Escape SUV			
280	>2022	45-ESCAPE	U0B-SE FHEV FWD	All Oem Pkg's	1.65%
281	>2022	45-ESCAPE	U0C-SEL FHEV FWD	All Oem Pkg's	1.65%
282	>2022	45-ESCAPE	U0D-TIT FHEV FWD	All Oem Pkg's	1.65%
283	>2022	45-ESCAPE	U0E-PHEV FWD	All Oem Pkg's	1.65%
284	>2022	45-ESCAPE	U0F-BASE FWD	All Oem Pkg's	1.65%
285	>2022	45-ESCAPE	U0G-ACTIVE FWD	All Oem Pkg's	1.65%
286	>2022	45-ESCAPE	U0H-SEL FWD	All Oem Pkg's	1.65%
287	>2022	45-ESCAPE	U0J-PLATINUM FWD	All Oem Pkg's	1.65%
288	>2022	45-ESCAPE	U0K-SEL PHEV FWD	All Oem Pkg's	1.65%
289	>2022	45-ESCAPE	U0L-TIT PHEV FWD	All Oem Pkg's	1.65%
290	>2022	45-ESCAPE	U9B-SE FHEV AWD	All Oem Pkg's	1.65%
291	>2022	45-ESCAPE	U9C-SEL FHEV AWD	All Oem Pkg's	1.65%
292	>2022	45-ESCAPE	U9D-TIT FHEV AWD	All Oem Pkg's	1.65%
293	>2022	45-ESCAPE	U9F-BASE AWD	All Oem Pkg's	1.65%
294	>2022	45-ESCAPE	U9G-ACTIVE AWD	All Oem Pkg's	1.65%
295	>2022	45-ESCAPE	U9H-SEL AWD	All Oem Pkg's	1.65%
296	>2022	45-ESCAPE	U9J-PLATINUM AWD	All Oem Pkg's	1.65%
	>2022	Police Vehicles			
298	>2022	Police SUV	K8A-4DR AWD POLICE	All Oem Pkg's	1.65%
299	>2022	Police F150	W1P-F150 POL RESP	All Oem Pkg's	1.65%

Tab 4: Part 2, AMO percent Markup

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
Note (1): Package Discounts will be listed as a single line item on quote, when available. Parts freight added at true cost as single line item on quote per bid instructions. Note (2): If Brand not listed, AMO ceiling price to be less than category's maximum % listed below, call dealer.				
1	CRANES	Auto Crane	13%	
2	CRANES	Stellar	13%	
3	CRANES	Liftmoore	13%	
4	CRANES	Venturo	13%	
5	CRANES	Tiger	14%	
6	CRANES	VMAC	14%	
7	Machines	Vanair	14%	
8	Machines	Boss	14%	
9	Machines	CAS	14%	
10	Machines	American Hydraulic	14%	
11	Machines	VMAC	14%	
12	Machines	Wachs	14%	
13	Machines	Cues	14%	
14	Machines	Muncie	14%	
15	Machines	Chelsea	14%	
16	Service Body	Knapheide	14%	
17	Service Body	CM	14%	
18	Service Body	Godwin	14%	
19	Service Body	Crysteel	14%	
20	Service Body	Rugby	14%	
21	Service Body	Blue Ridge	14%	
22	Service Body	Duraclass- Brand FX	14%	
23	Service Body	Stellar- Hooklift	14%	
24	Service Body	Switch N Go	14%	
25	Service Body	Venco	14%	
26	Service Body	TPL- Lube Body & Skids	14%	
27	Service Body	Reading	14%	
28	Service Body	Palfinger	19%	
29	Service Body	Dakota Body	14%	
30	Service Body	Auto Crane	14%	
31	Service Body	Terex	30%	Extended Lead time
32	Service Body	Peterson	34%	Extended Lead time
33	Service Body	Altec	34%	Extended Lead time
34	DogBody	Mavron	22%	
35	DogBody	Bowie International	20%	Extended Lead time
36	LIFTGATES	Tommy Gate	18%	
37	LIFTGATES	Waltco Liftgate	18%	
38	LIFTGATES	Maxon Liftgates	18%	
39	LIFTGATES	Dhollandia Liftgates	18%	
40	LIFTGATES	Anteo Liftgates	18%	
41	LIFTGATES	Thieman Liftgates	18%	
42	LIFTGATES	Theiman	18%	
43	Accessory	Buyers Products	29%	

AMO. ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
44	Accessory	UWS	29%	
45	Accessory	Curt	29%	
46	Accessory	Betterbuilt	29%	
47	Accessory	Enpak/Miller	29%	
48	Accessory	US Tarp	29%	
49	Accessory	Chelsea	29%	
50	Accessory	Muncie	29%	
51	Accessory	Decked	29%	
52	Accessory	Kussmall	29%	
53	Accessory	Tigertough	29%	
54	Accessory	Warn	29%	
55	Accessory	Weatherguard	29%	
56	Accessory	Roll n Lock	29%	
57	Accessory	Retrax	29%	
58	Accessory	ARE	29%	
59	Accessory	Ranch	29%	
60	Accessory	Century	29%	
61	Accessory	LineX	29%	
62	Accessory	Toff Brand	29%	
63	Accessory	Aervoe	29%	
64	Accessory	Amerex	29%	
65	Accessory	Keystone Automotive	29%	
66	Accessory	Meyer Distributing	29%	
67	Accessory	Wanco (Arrow/Message Boards) Speed Trailers	29%	
68	Accessory	Bak Flip	29%	
69	Accessory	Cargo Glide	29%	
70	Accessory	JBC Safety: Traffic Safety Products	29%	
71	VAN BODY	Rockport	14%	
72	VAN BODY	Complete Van Body	14%	
73	VAN BODY	Conyers Mfg.	14%	
74	VAN BODY	Supreme Corporation	14%	
75	VANS	Masterack	22%	
76	VANS	Legend	22%	
77	VANS	Kargo Master	22%	
78	VANS	Prime Design	22%	
79	VANS	Weatherguard	22%	
80	VANS	Ranger	22%	
81	AERIAL	Duralift Aerial Devices	22%	Package Disc available
82	AERIAL	Axion Aerial Devices	22%	Package Disc available
83	AERIAL	Challenger Aerial Devices	22%	Package Disc available
84	AERIAL	ALTEC	33%	Package Disc available
85	AERIAL	Stamm Mfg	24%	Package Disc available
86	LIGHTING	Trafcon Signals	20%	
87	LIGHTING	WHELEN	20%	
88	LIGHTING	Soundoff	20%	
89	LIGHTING	Brookings	20%	
90	LIGHTING	Metra	20%	
91	LIGHTING	Code 3	20%	

AMO ITEM #	Category	OEM Brand.	Ceiling % Markup	Note
92	LIGHTING	hg2	20%	
93	LIGHTING	Unity	20%	
94	LIGHTING	Streamlight	20%	
95	LIGHTING	Ecco	20%	
96	LIGHTING	SpeedTech	20%	
97	LIGHTING	Bayco	20%	
98	LIGHTING	Able 2 Products	20%	
99	LIGHTING	Go Light	20%	
100	LIGHTING	Maxxima	20%	
101	LIGHTING	Star	20%	
102	LIGHTING	Pelican Products	20%	
103	LE DEVICE	Phillips Aed's	20%	
104	LE DEVICE	Zoll Aed's	20%	
105	LE DEVICE	Watchguard	20%	
106	LE DEVICE	Digital Ally	20%	
107	LE DEVICE	Mag light	20%	
108	LE DEVICE	Stalker	20%	
109	LE DEVICE	AceK9	20%	
110	LE DEVICE	Panasonic	20%	
111	LE DEVICE	Intermotive	20%	
112	LE DEVICE	Dell	20%	
113	LE DEVICE	Angel Armor	20%	
114	LE DEVICE	Brother Printers and Accessories	20%	
115	LE DEVICE	ISBI Window Ballistics	20%	
116	LE DEVICE	Zebra printers and Tablets	20%	
117	LE DEVICE	Tremco	20%	
118	LE DEVICE	Santa Cruz	20%	
119	LE DEVICE	Big Sky Gun Racks	20%	
120	LE Metal	Gamber Johnson	20%	
121	LE Metal	Havis	20%	
122	LE Metal	Pro-Gard	20%	
123	LE Metal	Setina	20%	
124	LE Metal	Troy	20%	
125	LE Metal	Jotto	20%	
126	LE Metal	American Aluminum	20%	
127	LE Metal	Westin	20%	
128	LE Metal	GoRhino	20%	
129	LE Metal	Sterling	20%	
130	LE Metal	RanchHand	20%	
131	LE Metal	Highway Safety Products	20%	
132	LE Metal	Ram Mount	20%	
133	LE Metal	Plastix Plus	20%	
134	LE Metal	Tuffy Products	20%	
135	LE Metal	Tufloc-Esmet	20%	
136	LE Metal	Lund	20%	
137	LE Metal	Ops Products	20%	
138	LE Metal	Ray Allen K9	20%	
139	LE Metal	Laguna	20%	
140	LE Metal	LEM Solutions: Printer Mounts	20%	

AMO. ITEM #		Category	OEM Brand.	Ceiling % Markup	Note
141		WheelChair	Braun	15%	
142		WheelChair	Century	15%	
143		WheelChair	Mobility Works	15%	
144		WheelChair	Mathews Bus	15%	

Mileage Statement: Part 3

Per section [L] tab 4, part 3, Duval Ford will deliver all completed vehicles to BCSO at no charge, F.O.B. purchased off this agreement. For deliveries to agencies other than BCSO, Duval Ford will charge \$2 per mile from zip code 32210 to agency zip code per mileage posted on Mapquest or similar site data. This charge will include the fuel and may be achieved via motor carrier or contract driver.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

Tab 5: Drug Free Workplace Statement

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

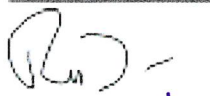
DUVAL FORD does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contract Number BCSO 22-27-1.0

Bidder's Signature


9/15/12

DEALER PARTNERSHIP STATEMENT

Duval Ford, upon BCSO approval, may engage partnered dealerships for purposes of providing expedited delivery of products not currently available in inventory. When available, the transaction price will become the bid percentage submitted plus a \$400 administrative fee. In cases where the end product is an alternative brand (i.e. Dodge, Honda etc.) the partnered dealer will be named, posted and held to the terms and conditions of the BCSO contract and recognized as a transactional subcontractor of the awarded dealership. In no way will the resulting transaction between the dealer and agency be indirect, or a "brokered" sale. The transaction is original and direct between entities adhering to the Manufacturer's franchise agreements and the manufacturer's statement of origin is assigned directly to the end user as a new, unused, non-brokered, direct agency sale, matching the named entity on the agency purchase order, binding those entities per agency purchasing guidelines.



Richard Tackett
President / General Manager
Duval Fleet
Duval Ford, Duval Chevrolet
richard.tackett@duvalfleet.com

Date: 9/5/2022

[CLICK SORT TO SEE RANKING](#)[CLICK SORT TO SEE RANKING](#)

	Enter Bidder Name	Enter Bidder % over cost for vehicles bid
--	-------------------	---

	DEALER	
Ranking: First	Duval Ford	1.65
Ranking: Second	Bozard	4.75
Ranking: Third	No Bid	0
Ranking: Fourth	No Bid	0
Ranking: Fifth	No Bid	0
Ranking: Sixth	No Bid	0

PROPOSAL POINTS TOOL

DEALER	
Duval Ford	
Bozard	
No Bid	
No Bid	
No Bid	
No Bid	

DEALER	
Duval Ford	
Bozard	
No Bid	
No Bid	
No Bid	
No Bid	

TAG ONE		TAG 2						TAG 3		TOTAL
EXECUTIVE SUMMARY	BUSINESS LOCATION	REFERENCES	DEM CERTIFICATION	DEALER REGISTRATIO N	REPRESENTATATI ONS & CERTIFICATION	LOCAL VENDOR AFFIDAVIT	FINANCIALS	V9		
4	3	3	4	2	2	2	3	2		
4	3	3	4	2	2	2	3	2	25	
4	3	3	4	2	2	2	3	2	25	
0									0	
0									0	
0									0	
0									0	
	CAT2: Florida: YES/NO	Category 2 points	DEALER COUNTY	Bradford/ Dural/St Johns or Nassau	Category 3 Points	Cat 4 highest volume	Category 4 Points	Category 5 Points	TOTAL POINTS	
	YES	5	DURAL	YES	4	HIGHEST	35	25	125	
	YES	5	ST JOHNS	YES	4		0	20	73	
	NO	0		NO	0		0	0	0	
	NO	0		NO	0		0	0	0	
	NO	0		NO	0		0	0	0	
	NO	0		NO	0		0	0	0	

STEP THREE: VALIDATE DOCUMENTS
WERE RECEIVED IN NOTEBOOK TABS 1-3

**STEP 4: CLICK
YES/NO**

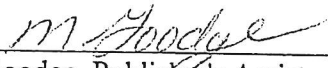
STEP FIVE: CLICK COUNTY DEALER IS REGISTERED IN

BRADFORD COUNTY TELEGRAPH

Published Weekly
Starke, Bradford County, Florida

Before the undersigned authority personally appeared, Mary Goodge, personally known to me, who on oath says that she is the publisher's assistant of the *Bradford County Telegraph*, a weekly newspaper published in Starke, Bradford County, Florida that: **BRADFORD COUNTY SHERIFF'S Office, 945-B N. Temple Ave., Starke, FL 32091, Request for Proposal for Purchase of Motor Vehicles.** Published in said newspaper in the issue(s) of: 8/25 & 9/1/22 BCT.

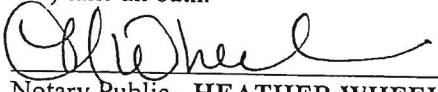
Affiant further says that the said *Bradford County Telegraph* is a newspaper published in Starke, in Bradford County, Florida, and that the said newspaper has heretofore been continuously published in said Bradford County, Florida, each week and has been entered as second-class mail matter at the post office in Starke, Bradford County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement. Affiant further says that she has never paid nor promised any person, firm, or corporation any discount, rebate, commission, or refund for the purpose of securing this advertisement for publication of said newspaper.


Mary Goodge, Publisher's Assistant

STATE OF FLORIDA
COUNTY OF BRADFORD

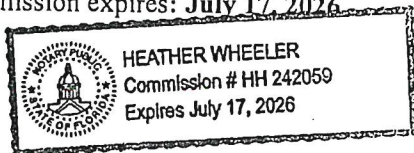
The foregoing instrument was acknowledged before me this
2nd day of September, 2022.

By: Mary Goodge who is ☒ personally known to me who did (did not) take an oath.


Notary Public - HEATHER WHEELER

STATE OF FLORIDA
My Commission expires: July 17, 2026

SEAL



REQUEST FOR PROPOSAL

The Bradford County Sheriff's Office requests proposals for the purchase of motor vehicles and related vehicle components for the Fleet Management Division and it's eligible users. Deadline for sealed proposals is September 6th, 2022 @ 10:00 AM. Please email Major George Konkel (george_konkel@bradfordsheriff.org) for Proposal packets or see our website: bradfordsheriff.org
8/25 21chg 9/1-BCT



March 1, 2023

Contract Addendum No. 1, Contract BCSO 22-27-1.0

Piggyback provision for Governmental entities outside the State of Florida.

The Bradford County Sheriff's Office hereby gives permission to *Governmental Entities* [RFP: page 3 section C], outside the State of Florida, to participate in the use of this contract for the procurement of Automotive products from the contract's awarded dealers; subject to manufacturer availability, and dealer approval. It is the responsibility of the purchasing entity to comply with the procurement laws and procedures within that state. It is also understood that the dealer, upon acceptance of agency-purchase-order is held to the conditional-terms identified within that state releasing the Bradford County Sheriff's Office from liability associated with non-performance. Furthermore, per the contract, section D, page 2, it is the responsibility of the performing dealer to provide necessary evidence of insurance at the agency's request.

If you have any questions or concerns, please call anytime.


Major George L. Konkel Jr.
Chief of Operations
(904)966-6306 Office

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/10/2025

Subject:

Resolution approving the purchase of two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower, and one Ventrac mower deck equipped with a hydraulic tilt kit for the Parks and Recreation Department from MTi Distributing of Grimes, Iowa in the amount of \$106,040.28 using Sourcewell contract #031121-TTC, CIP #24029. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This purchase is for two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower, and one Ventrac mower deck equipped with a hydraulic tilt kit. All are quoted through MTI Distributing of Grimes, Iowa. The two GreensPro mowers will replace two 2013 units, the two Toro Workman HDX utility vehicles will replace two 2003 units, and the Proforce blower will replace a 2007 unit. All of these items are scheduled for replacement. The Ventrac mower deck is an attachment addition for an existing unit in the Parks and Recreation Department's inventory.

- The Toro GreensPro 1260 mowers are quoted at \$14,947.02 each.
- The two Workman HDX utility vehicles with LED worklights and high flow hydraulics are quoted at \$30,691.29 each.
- The Proforce blower is quoted at \$9,326.46.
- The Ventrac mower deck with a hydraulic tilt kit is quoted at \$5,437.20.

The total quote price for these items is \$106,040.28 using Sourcewell contract 031121-TTC.

Funding will be from the FY 2026 Grounds Maintenance CIP #24029.

Attachments:

1. Resolution
2. Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION approving the purchase of two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower, and one Ventrac mower deck equipped with a hydraulic tilt kit for the Parks and Recreation Department from MTi Distributing of Grimes, Iowa in the amount of \$106,040.28 using Sourcewell contract #031121-TTC, CIP #24029.

WHEREAS, the City needs to purchase two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower and one Ventrac mower deck equipped with a hydraulic tilt kit for the Parks and Recreation Department; and

WHEREAS, MTi Distributing of Grimes, Iowa was awarded Sourcewell contract #031121-TTC as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of two Toro GreensPro 1260 mowers, two Toro Workman HDX utility vehicles equipped with LED work lights and high flow hydraulics, one Toro Pro Force blower, and one Ventrac mower deck equipped with a hydraulic tilt kit for the Parks and Recreation Department from MTi Distributing of Grimes, Iowa in the amount of \$106,040.28 using Sourcewell contract #031121-TTC is hereby approved.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



MTI Distributing
Equipment Quote
June 12, 2025



Troy Evans
Red Hawk Golf Course
City of Davenport

Quote Expiration Date: 7/12/2025

FIRST TEE PRICING

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
2	44913	GreensPro 1260 (Armrest and LED light kits standard)	\$14,947.02	\$29,894.04
2	07385	Workman HDX - 2WD Kubota Diesel	\$27,977.40	\$55,954.80
2	133-0554	LED Worklight Kit for ROPS	\$770.85	\$1,541.70
2	07316	High Flow Hydraulics Kit	\$1,943.04	\$3,886.08
1	44552	Pro Force Debris Blower	\$9,326.46	\$9,326.46
Sourcewell Contract Pricing:				
1	39.55118	Ventrac HQ682 Tough Cut Deck	\$4,903.60	\$4,903.60
1	70.8226	Hydraulic Flip Up Kit (recommended)	\$533.60	\$533.60
			Equipment Total	\$106,040.28
			7% Sales Tax	Exempt
			Total	\$106,040.28

Pricing provided in this quote is based on current manufacturer costs and market conditions. While we strive to maintain quoted pricing, this proposal is subject to change due to material or tariff-related cost increases. However, any price adjustment will not exceed 5% of the total quoted price. Final pricing will be confirmed at the time of order delivery.

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery and set-up at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Josh Petersen
Outside Sales Representative
612-655-4345

Karen Wangenstein
Inside Sales Representative
763-592-5643

MTI Distributing, Inc. • 3841 SE Capitol Circle • Grimes, IA 50111

City of Davenport

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

Action / Date
9/10/2025

Subject:

Resolution accepting a grant in the amount of \$400,000 and approving the associated grant agreement with the Iowa Department of Transportation for the Taxiway C Reconstruction project at the Davenport Municipal Airport, CIP #20016. [Ward 8]

Recommendation:

Pass the Resolution

Background:

The Taxiway C pavement at the Davenport Municipal Airport dates back to 1947 and, given the age of the existing pavement and the severity of the distress, it has served beyond its intended life. The airport has historically performed panel replacements on a regular basis in order to maintain the pavement at a serviceable level; however, the pavement has deteriorated to a point where it is no longer cost-effective to continue with panel replacements. A comprehensive pavement analysis shows that a full reconstruction is needed to maintain the continued functionality of this part of the airport.

This grant offer of \$400,000 and associated grant agreement will constitute the Iowa Department of Transportation's share of the funding needed to complete the Taxiway C Reconstruction project to the specifications of the Federal Aviation Administration. This project is a follow-on project to the Taxiway C Reconstruction Design project.

The source of funding is through the Federal Aviation Administration Airport Improvement Program grants of \$600,000; \$909,649, and \$915,998 (80%) along with funding through the Iowa Department of Transportation grant of \$400,000 (13%) and CIP #20016 of \$239,723 (7%).

Attachments:

1. Resolution
2. Agreement
3. Letter

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION accepting a grant in the amount of \$400,000 and approving the associated grant agreement with the Iowa Department of Transportation for the Taxiway C Reconstruction project at the Davenport Municipal Airport, CIP #20016.

WHEREAS, Taxiway C and main apron fillet pavement at the Davenport Municipal Airport dates back to 1947 and has served beyond its intended life; and

WHEREAS, the pavement has deteriorated to a point where panel replacements are no longer cost-effective; and

WHEREAS, the grant offer of \$400,000 and associated grant agreement will constitute the Iowa Department of Transportation's share of the funding needed to complete the Taxiway C Reconstruction project to the specifications of the Federal Aviation Administration; and

WHEREAS, the City's portion of project funding has been budgeted in the City Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a grant in the amount of \$400,000 is hereby accepted and the associated grant agreement with the Iowa Department of Transportation is hereby approved for the Taxiway C Reconstruction project at the Davenport Municipal Airport.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2026
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the “Iowa DOT” and **City of Davenport**, hereafter the “SPONSOR”.

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Davenport Municipal Airport** hereafter the “Airport.”

Improvements shall consist of: **Reconstruct Taxiway C and Terminal Apron Entrance**, as more clearly defined in the project application.

It shall be referred to as the “Project” and shall be identified by

Project number: **9I260DVN100**

Contract number: **CNTRT-00008985**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

The Iowa DOT agrees to reimburse the SPONSOR **80%** of the eligible project costs, not to exceed the maximum amount payable of **\$400,000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.

<https://www.legis.iowa.gov/docs/iac/chapter/761.180.pdf>

- Competitive bid procedures for all projects greater than \$206,000.
 - Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$114,000 and \$206,000
 - Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$82,000 and \$206,000,
 - Informal local procedures for projects less than the thresholds identified for competitive quotations.
- Maximum guaranteed price contract requirements for eligible projects as identified in Chapter 26A of the Code of Iowa.

- 2.04 The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, Iowa Code Chapter 26A, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering, architectural plans and specifications, and/or construction documents* must be used. The SPONSOR shall submit any plans, specifications, construction documents and other contract documents to the Iowa DOT for its files.
*See 26A.3(2)
- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity receiving financial assistance from the Iowa DOT.

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

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.12. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit(s) will apply and are hereby made a part of this agreement:
 - Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)"

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code, as well as Chapter 26A of the Iowa Code if applicable, and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$150,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of

Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

- (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
- (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
- (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
- (h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
- (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the

Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10
- 5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.
- 5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Tamara Nicholson
Director
Modal Transportation Bureau

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

October 2024

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority Targeted
Small Business Certification Program 1963 Bell
Ave.

Suite 200

Des Moines, IA 50315 Phone:
(515-348-6193)

Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6200) to identify potential material suppliers, manufacturers, and contractors.

- A. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- B. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- C. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- D. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- E. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus Form 730007, TSB Pre-Bid Contact Information. Form 730007 can be found here: <https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

A. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the “Quotation Used in Bid” column along with a “yes” indicated on the Pre- BID Contract Information Form.

B. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

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

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

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

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

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

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

Form 260017 [\[Iowa DOT\] 260017. Checklist and Certification for the Utilization of TSBs on Non-Federal Projects](#)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

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

If no, explain _____

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

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

If no, explain _____

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

If no, explain _____

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

If yes, what was the goal or percentage? _____

If no, explain why not: _____

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

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

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

Title

Signature

Date

August 13, 2025

Davenport Municipal Airport
Thomas Vesalga
1200 E 46th St
Davenport, IA 52807

Dear Thomas:

Congratulations! The FY 2026 Airport Development Application you submitted with the Iowa DOT was approved for funding by the Iowa Transportation Commission on August 12, 2025. The grant award is for **80%** of eligible costs up to a maximum state share of **\$400,000** for the following project: **Reconstruct Taxiway C and Terminal Apron Entrance**.

Attached is a grant agreement the airport sponsor should review, sign, and return to me by email. Hard copies are not required. **The airport sponsor has 90 days to sign the grant and return it to the Iowa DOT.** Once received, the Iowa DOT will sign and return a fully executed agreement to the sponsor. The airport sponsor is authorized to begin the project **only after** receiving the contract with both Iowa DOT and Sponsor signatures in place.

Please review the agreement and note the Airport's responsibilities and assurances, targeted small business and audit requirements. If the sponsor will be requesting reimbursement for engineering services, a copy of the agreement will need to be provided to the Iowa DOT. The Iowa DOT recommends that engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than \$150,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

Stand-alone Iowa DOT grant administration expenses as part of the engineering agreement are not eligible for reimbursement. Project administration, closeout, and other related engineering costs remain eligible. Sponsors needing assistance on administration of these grants can reach out to our office directly.

A few important reminders as you prepare to get underway with the project:

- The project must be under obligation within 12 months.

-
- Only expenses incurred on or after the Iowa DOT signature date on the agreement are eligible for reimbursement.
 - Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid.
 - Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.
 - A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Aviation Web site at <https://iowadot.forms.govos.com/sc/aviation>

If you have any questions regarding this information, please call me at 515-239-1048.

Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

City of Davenport

Department: Public Works
Contact Info: Jim Erwin | 563-326-7922

Action / Date
9/10/2025

Subject:

Resolution awarding a five-year contract and installation services for 360-degree vehicle video surveillance to Samsara Incorporated of San Francisco, California using Sourcewell contract #102924-SAM. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This contract is for the installation of cameras (forward-, left-, right-, and rear-facing) on 16 Fire Department apparatuses and 32 Solid Waste Division trucks. Currently, the only vehicles in the fleet with similar capabilities are the Police Department and Transit buses. The Risk Division uses this footage regularly in the decision process for accident and property damage claims. Video capability would also allow the Fire Department and Solid Waste Division to increase driver awareness, improve training, and decrease accidents.

The total cost of this project is \$267,840 for the five-year term. This includes installation services of \$40,691 and the hardware cost of \$52,729.81. Year one's total is \$148,053.41, with each year after totaling to \$53,568. The monthly cost of each vehicle will be \$93.

Funding will be from Public Safety CIP #24032 and Solid Waste CIP #10503.

Attachments:

1. Resolution
2. Quote

Resolution No. _____

Resolution offered by Alderman R. Dunn.

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

RESOLUTION awarding a five-year contract and installation services for 360-degree vehicle video surveillance to Samsara Incorporated of San Francisco, California using Sourcewell contract #102924-SAM.

WHEREAS, the City needs to contract for vehicle video surveillance; and

WHEREAS, Samsara Incorporated of San Francisco, California was awarded Sourcewell contract #102924-SAM as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a five-year contract and installation services for 360-degree vehicle video surveillance is hereby awarded to Samsara Incorporated of San Francisco, California.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



Quote #: Q-1873174

Sourcewell Contract #: 102924-SAM

Issued Date: 07-31-2025

Expires 08-01-2025

Prepared For:

City of Davenport, IA
1200 E 46th St
Davenport,
Iowa
52807-1016

Prepared By:

Andrew Kimbrough
andrew.kimbrough@samsara.com

Cost Overview

License Term: 60 Months

License Cost	USD \$267,840.00
Hardware and Accessories	USD \$0.00
Third Party Services - Pro Vision	USD \$52,729.81
Third Party Services - Alpha Communications	USD \$40,690.00
Estimated Shipping and Handling	USD \$1,065.60
Estimated Total Sales Tax	USD \$0.00 USD
Estimated First Year Payment	\$148,053.41
Estimated Payments Beginning Year Two	USD \$53,568.00

If shipping is 'Pending' - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is 'Pending' - Final amount will be provided prior to payment.
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

Product Overview

SHIP TO Jim Erwin
1200 E 46th St
Davenport, Iowa, 52807-1016
United States

Hardware & Accessories

Total Price

VG5x Aux Cable CBL-VG-CAUX • QTY: 48	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA • QTY: 48	\$0.00
AI Multicam HW-MC-AIM4 • QTY: 48	\$0.00
Cable harness for AI Multicam CBL-MC-AIM4 • QTY: 48	\$0.00
Forward-facing dash-camera, Series 4 HW-CM33 • QTY: 48	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939 • QTY: 42	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1 • QTY: 6	\$0.00
Total Price:	\$0.00

Licenses	Annual Unit Price	Total Annual Price
License for Forward-Facing Dash Camera LIC-CM1-ENT• QTY: 48	\$360.00	\$17,280.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS• QTY: 48	\$180.00	\$8,640.00

Licenses	Annual Unit Price	Total Annual Price
License for AI Multicam LIC-MC-AIM4• QTY: 48	\$576.00	\$27,648.00
Total Price:		\$53,568.00

Thank you for considering Samsara

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date. The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting

delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support And Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties

with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

To the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services not withstanding any acceptance or delivery requirements or delays with respect thereto.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:**Bill To:**

City of Davenport, IA
1200 E 46th St
Davenport, Iowa, 52807-1016

Billing Contact:

Name: Jim Erwin
Title: Fleet Manager
Billing Email:
jim.erwin@davenportiowa.com
Phone Number: 5633701047

Payment Information:

Payment Method: Credit Card/ACH Debit
Payment Terms: Net 30
Payment Frequency: Direct Annual

Does your organization require a purchase order (PO) in order to process payment to vendors?

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:

Print Name:

Date:

Title:

City of Davenport

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

Action / Date
9/10/2025

Subject:
Resolution adopting the FY 2027 Budget Policies. [All Wards]

Recommendation:
Adopt the Resolution.

Background:

The Government Finance Officers Association of the United States and Canada recommends that governmental entities include budget guidelines in the budget document to serve as a coherent statement of organization-wide financial and programmatic policies and goals that address long-term concerns and issues. These policies serve as parameters for staff and Council in the preparation of the annual budget, and they provide a framework for staff to link goals and objectives with resources in the budget document.

The proposed FY 2027 Budget policies are attached. The budget policies will continue to serve as a guide for the City Council, department leadership, and technical staff in the development, preparation, and adoption of the FY 2027 Budget. Further, these policies remain structurally and generally unmodified as this policy framework has led to structurally balanced budgets, rating agency achievements, GFOA awards, and financial positioning to accomplish the City Council's goals and policy drivers.

Attachments:

1. Resolution
2. FY 2027 Budget Policies

Resolution No. _____

Resolution offered by Alderwoman Newton.

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

RESOLUTION adopting the FY 2027 Budget Policies.

WHEREAS, the Government Finance Officers Association of the United States and Canada recommends that governmental entities include budget guidelines in the budget document to serve as a coherent statement of organization-wide financial and programmatic policies and goals that address long-term concerns and issues; and

WHEREAS, these policies serve as parameters for staff and City Council in the preparation of the annual budget; and

WHEREAS, these policies provide a framework for staff to link goals and objectives with resources in the budget document.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the FY 2027 Budget Policies are hereby adopted.

Passed and approved this 10th day of September, 2025.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

FY 2027 BUDGET POLICIES

Policy Overview & Purpose

The City's annual budget process is part of an overall policy framework that guides service delivery decisions and determines core functions and priorities of the City of Davenport. The budget serves as an important role in the policy framework by allocating financial resources to deliver and execute the City's core competencies. The budget document serves as a financial plan, an operating guide, a communications device, a statement of values, and a policy document to guide current and future decision-making.

Scope

City Council, City Administrator, Chief Financial Officer, Department Directors, Finance Department, CIP Technical Committee

FY 2027 Budget Policies

1. The FY 2027 Budget development process will be framed by the 2024 community survey results, various forms of public input, City Council goals and policy drivers, and the City Administrator's workplan, along with current service levels and available budgetary resources. As in prior years, departmental strategies and initiatives will align with the City Administrator's workplan as developed by the City Administrator and guided by the City Council.
2. Two-year budget plans will continue. The FY 2027 Budget will be the first year of a two-year budget plan adopted for FY 2027 and concluding in FY 2028.
3. Budgeted expenditures will be linked to goals and performance-related results. Performance measures will be utilized, monitored, and reported in department budgets and through department/division business plans.
4. The goal of the City's budgeting process is to minimize the tax burden on Davenport citizens, while meeting demand for City services. To this end, the City will first address budgetary gaps through strategic departmental expenditure reductions that minimize reductions in service levels. If necessary to provide a structurally balanced budget, revenue options will be explored after expenditure reductions have been evaluated and applied.
5. Cities are greatly affected by state and federal codes and regulations, property tax rollback amounts, and state-mandated employee pension contributions. Every effort shall be made to maintain the existing levy rate.

6. User fee increases will be enacted when necessary to maintain cost recovery rates or to diversify revenue as needed. Where possible, fees will be reviewed with the goal of diversifying General Fund revenues.
7. Existing fees shall be evaluated from time to time for their overall cost-recovery percentage rate, comparisons with other peer entities, and cost delivery for the service area that the fee supports, particularly within the enterprise funds. Recommendations for fee modifications will be brought forward for review by the City Council as part of the budget development process.
8. The budget will be presented as balanced with projected expenditures not-to-exceed recurring revenues. The FY 2027 Budget will be structured such that actual results are realistically anticipated to meet financial policy targets and goals set forth by the City Council.
9. One-time revenues will be used to support one-time expenses where practical and not utilized to support ongoing operations of the City.
10. The budget shall provide a basis for revenue and expenditure projections and shall consider long-range operating implications of any increase over current service levels.
11. The Capital Improvement Budget and the six-year capital improvement plan (CIP) will include projects that are funded within projected available resources. This program of projects is based on the City's comprehensive planning process, community needs, and the individual proposals of departments, boards, and commissions of local government. The CIP Budget will be predicated on the allotment of a variety of resources and an annual evaluation of the City's debt service model. The CIP Technical Committee shall include representatives from all direct-service and necessary support departments and led by the Engineering & Capital Projects Director.
12. The City of Davenport will continue to eliminate its reliance on property tax backfill dollars from the State of Iowa for operating expenses.
13. The Finance Department will provide ongoing, monthly financial reporting of the budget beginning in September of the associated budget year. The reports will be readily available to the City Council, City Leadership, and the public via the City's website.

City of Davenport

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

Action / Date
9/10/2025

Subject:

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

German American Heritage Center & Museum; Oktoberfest; Kaiserslautern Square | 119 East 3rd Street; 12:00 p.m. - 7:00 p.m. Saturday, September 20, 2025; Outdoor music/band, over 50 dBA. [Ward 3]

Palmer College of Chiropractic; Homecoming; 1000 Brady Street; beginning around 8:30 p.m. for approximately 20 minutes Saturday, September 20, 2025; Fireworks, over 50 dBA. [Ward 3]

Anton Knaak; Vander Veer East Good Neighbor Project Block Party; 100 block of East Rusholme Street; 12:00 p.m. - 7:00 p.m. Saturday, October 4, 2025; Outdoor music, over 50 dBA. [Ward 5]

City of Davenport; Halloween Parade; Downtown (see attached parade route); 2:00 p.m. - 3:30 p.m. Sunday, October 26, 2025; Outdoor music, 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.

Palmer Homecoming | Palmer posted the attached flyer on NextDoor and a couple Quad City area Facebook pages. It was also sent to KWQC and requested they post on their Facebook page and website. City staff emailed 23 Good Neighbor Project Leaders around the Palmer campus on August 25, 2025, asking them to share with as many people as they can via text, email, and Facebook groups; the NextDoor app; community bulletin boards; newsletters; etc. As of the publication of this agenda, no objections have been received by the Deputy City Clerk.

Attachments:

1. Oktoberfest Email to Duck City
2. Palmer Fireworks Letter
3. Palmer Fireworks Email to GNP Leaders
4. Halloween Parade Map

From: Clare Tobin <clare@gahc.org>
Sent: Wednesday, August 13, 2025 10:36 AM
To: Krup, Brian
Subject: [EXT] Fwd: City of Davenport | Oktoberfest

ATTENTION: This is an external email.

Hi Brian,

See message from Duck City. Can we just have the two spots on 3rd nearest to the entrance to the parking garage drive blocked off? Let me know if you need a visual.

Thanks,
Clare

----- Forwarded message -----

From: Sarah Moskowitz <duckcitybistro@icloud.com>
Date: Wed, Aug 13, 2025 at 10:13 AM
Subject: Re: City of Davenport | Oktoberfest
To: Clare Tobin <clare@gahc.org>

Hi Clare,
That sounds reasonable, thank you for being so accommodating.

Jeremy Moskowitz

On Aug 12, 2025, at 12:44 PM, Clare Tobin <clare@gahc.org> wrote:

Hi Jeremy,

I understand, we could probably manage with 2 of the spots instead of all of them; we have a box truck we use for dropping off the vendor supplies and tables/benches and it's much easier to access from the street. This will mostly be during set up in the morning and tear down in the evening, and most likely won't be in the way for most of the day.

We plan to close the alley to vehicles since that is where we will stage food vendors and seating for patrons, and we won't be able to fit the truck through there.

If you think it will be an issue we can try and find an alternate solution.

Clare

On Mon, Aug 11, 2025 at 7:06 PM Sarah Moskowitz <duckcitybistro@icloud.com> wrote:

Hi Clare,

We are excited to have the festival downtown, but is there a way to not block off any parking spaces? They are limited as is?

Thanks so much

Jeremy Moskowitz

On Aug 11, 2025, at 10:31 AM, Clare Tobin <clare@gahc.org> wrote:

Hello Jeremy,

The German American Heritage Center and Museum is planning its Oktoberfest celebration in Davenport on Saturday September 20th at K-Square, like previous years.

The City has asked us to get written confirmation that you are okay with the event but also that we have asked for the parking spots immediately in front of K-Square (and not in front of Duck City) to be blocked off for the event. Can you confirm that this is okay with you? I have copied Brian Krup to this email.

Thank you and let me know if you have any questions or concerns.

Clare Tobin

--



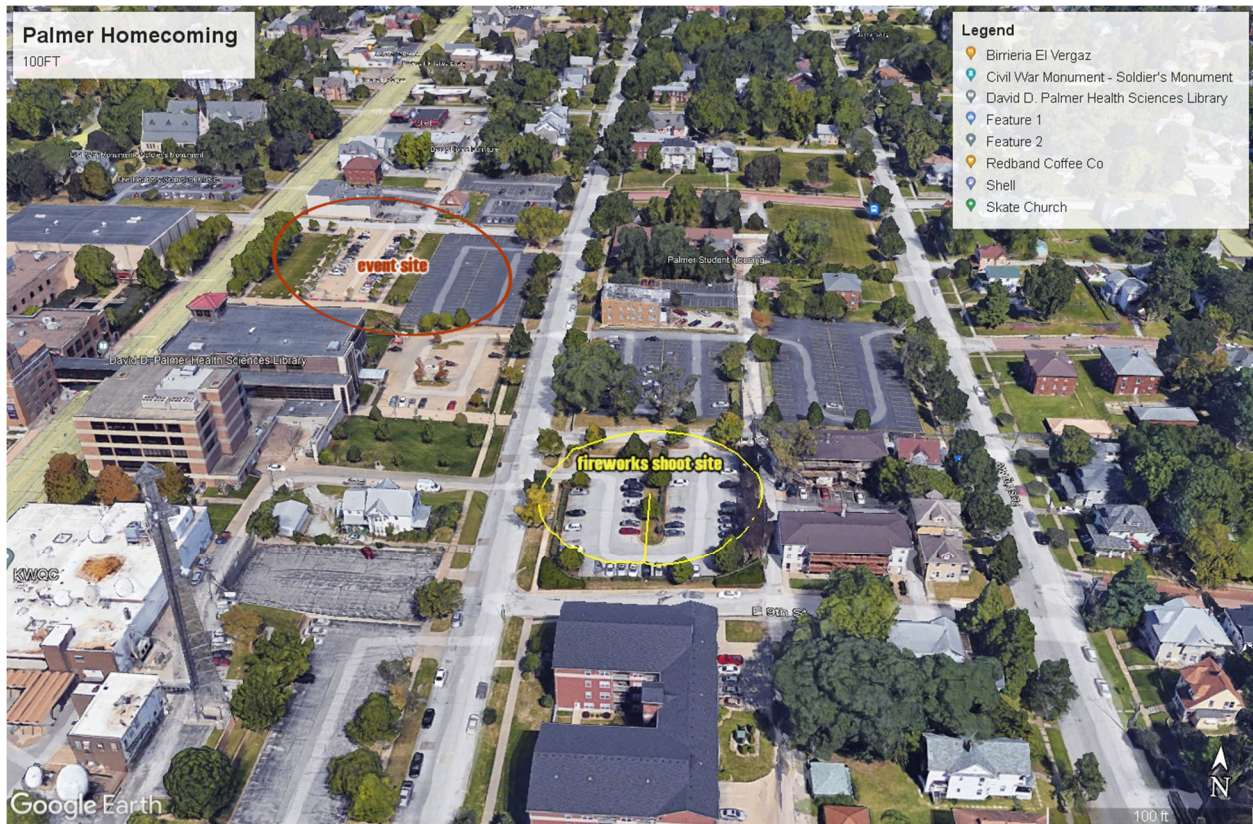
In office: Sunday 12-4, Monday-Thursday 9-5

www.gahc.org

Dear Neighbor:

Palmer College of Chiropractic will host its annual Homecoming Festival on **Saturday, Sept. 20** from **6 to 9 p.m.** The event will include a fireworks display starting around 8:30 p.m. and lasting approximately 20 minutes.

Below is a map of the event and shoot site. Written objections to this noise variance can be submitted to Brian Krup, Deputy City Clerk for the City of Davenport, at Brian.Krup@davenportiowa.com



Krup, Brian

From: GNP
Sent: Monday, August 25, 2025 8:30 AM
Subject: Palmer College of Chiropractic Homecoming Festival

Good morning, GNP Leaders!

The City of Davenport is assisting Palmer College in being a good neighbor by helping communicate to the surrounding area about their upcoming Homecoming Festival planned at their campus which will conclude with a fireworks show. They have gone through the proper process to host said fireworks, and in an effort to alert as many people as possible to ensure enough time for those who need to make proper accommodations, this is where we could use your help! Please share the following information with your friends and neighbors by any means possible (email, text, or Facebook groups; NextDoor app; community bulletin boards; etc.):

Date: Saturday, September 20, 2025

Time: *Event:* 6:00 p.m. – 9:00 p.m. | *Fireworks:* Beginning around 8:30 p.m. and lasting approximately 20 minutes.

Location: Fireworks shoot site will be in the Palmer parking lot at Perry and East 9th Streets (circled in yellow below)



Anyone opposed to this fireworks request can be submitted to Brian Krup, Deputy City Clerk for the City of Davenport, at brian.krup@davenportiowa.com no later than 4:00 p.m. on Wednesday, September 10.

As always, we appreciate your collaboration with the City and being good neighbors.

Have a great day!

Allie McWilliams
Community Engagement Coordinator | Administration
City of Davenport

T 563-888-3202
226 W 4th St, Davenport, IA 52801

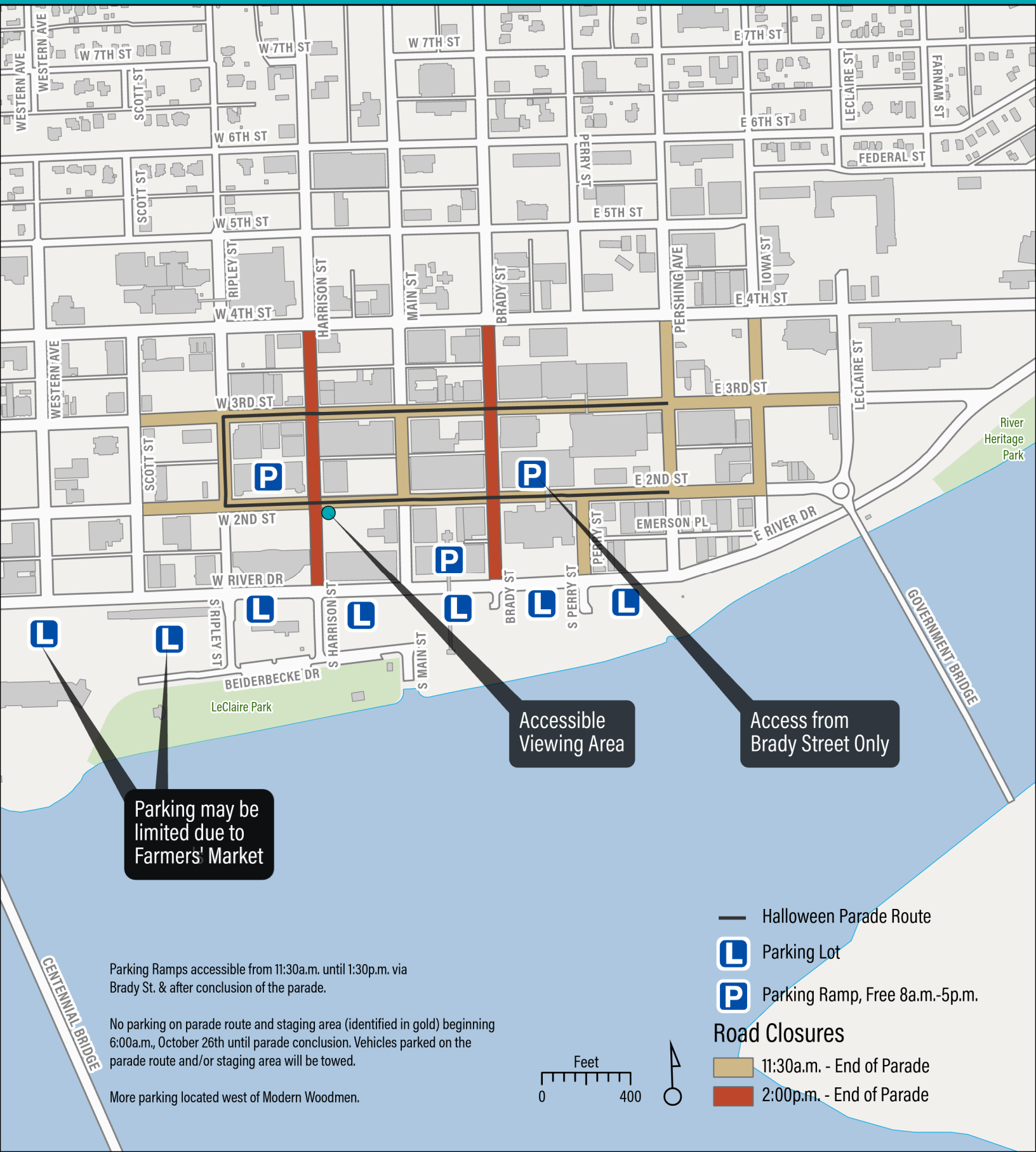
davenportiowa.com



THE CITY OF
DAVENPORT
IOWA | USA

Halloween Parade

October 26th, 2025 at 2:00p.m.



Parking Ramps accessible from 11:30a.m. until 1:30p.m. via Brady St. & after conclusion of the parade.

No parking on parade route and staging area (identified in gold) beginning 6:00a.m., October 26th until parade conclusion. Vehicles parked on the parade route and/or staging area will be towed.

More parking located west of Modern Woodmen.

City of Davenport

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

Action / Date
9/10/2025

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

Mississippi Valley Blues Fest (Mississippi Valley Blues Society) - 400 Beiderbecke Drive - Temporary Outdoor Event September 18-20 - License Type: Special Class C Beer/Wine (On-Premises)

German American Heritage Center (German American Heritage Center and Museum) -119 East 3rd Street - Temporary Outdoor Event September 20 - License Type: Special Class C Beer/Wine (On-Premises)

Ward 5

Cedar Ridge (Cedar Ridge Vineyard) - 2205 East 11th Street - Temporary Outdoor Event September 19-21 - License Type: Class C Liquor (On-Premises)

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

Ward 1

Malwa, LLC (Malwa, LLC) - 4425 West Locust Street - License Type: Class B Beer/Wine (Carry-Out)

Rockingham Liquor (Lila, LLC) - 2423 Rockingham Road - License Type: Class E Liquor (Carry-Out)

Ward 4

The Gypsy Highway Bar and Grill (The Gypsy Highway Corp) - 2606 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

La Duena Mexican Restaurant (Rene Sanchez) - 1330 Washington Street - License Type: Class C Liquor (On-Premises)

QC Sushi, LLC (QC Sushi, LLC) - 1417 West Locust Street - License Type: Class C Liquor (On-Premises)

St. Ambrose University (Sodexo America, LLC) - 518 West Locust Street - License Type: Class C

Liquor (On-Premises)

Wise Guys Pizza and Pub (Christa Rae, LLC) - 2824 West Locust Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 5

Locust Street Tavern (Locust Street Tavern, Inc) - 331 East Locust Street - License Type: Class C Liquor (On-Premises)

The Outing Club (The Outing Club, Inc) - 2109 Brady Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Ward 6

Monarch Kitchen & Bar (LCMR, Inc) - 4750 East 53rd Street - Outdoor Area - License Type: Class C Liquor (On-Premises)

Texas Roadhouse (Texas Roadhouse Holdings, LLC) - 4005 East 53rd Street - License Type: Class C Liquor (On-Premises)

Wal-Mart Supercenter #1241 (Wal-Mart Stores, Inc) - 5811 Elmore Avenue - License Type: Class E Liquor (Carry-Out)

Recommendation:

Pass the Motion.

Background:

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

Attachments:

None

City of Davenport

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

Action / Date
9/10/2025

Subject:

Motion approving work to replace an underground aeration pipe at the Water Pollution Control Plant under the existing plumbing and pipefitting services contract with Ragan Mechanical of Davenport, Iowa in the amount of \$98,092. [Ward 1]

Recommendation:

Pass the Motion.

Background:

This work will replace leaking aeration pipe and includes removal of approximately 60' of existing pipe, installation of new piping, and required excavating, backfill, and concrete removal.

Ragan Mechanical of Davenport, Iowa was awarded a five-year contract for Plumbing and Pipefitting Services at the Water Pollution Control Plant via Request for Proposal 21-19 (Action item 2020-433). This work falls within the scope of that contract.

This work is funded through the Water Pollution Control Plant operation budget.

Attachments:

1. Action Item 2020-433

City of Davenport

2020-433
Action / Date
10/14/2020
OCT 14 2020

Agenda Group:

Department: Public Works - Admin

Contact Info: Jeff Holle | 563-888-2115

Wards:

Subject:

Motion approving the contract for plumbing and pipefitting services at the Water Pollution Control Plant (WPCP) to Ragan Mechanical, Inc of Davenport, IA. [Ward 1]

Recommendation:

Pass the Motion.

Background:

A Request for Proposals was issued on August 7, 2020 and was sent to 120 vendors. On September 1, 2020, the Purchasing Division received and opened four responsive and responsible proposals.

The City of Davenport spends an average of \$73,000 annually for these services at the WPCP. Proposals were evaluated based on the following criteria: proposed pricing 30%; capabilities and qualifications of staff 30%; references 20%; safety record 10%, and quality and thoroughness of proposal 10%.

Ragan Mechanical scored the highest of all vendors and was selected by the evaluation committee for the award.

Funding for this contract will be from accounts 51151975 520225 and 51151975 520226, maintenance accounts for the WPCP.

ATTACHMENTS:

Type	Description
□ Backup Material	FIN_MOT_Plumbing Pipefitting signed bid tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/1/2020 - 11:30 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2020 - 11:30 AM
City Clerk	Admin, Default	Approved	10/1/2020 - 11:43 AM

**CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION**

DESCRIPTION: PLUMBING AND PIPEFITTING SERVICES AT WPCP

BID NUMBER: 21-19

OPENING DATE: SEPTEMBER 1, 2020

GL ACCOUNT NUMBER: 51151975 520225, 51151975 520226

**RECOMMENDATION: AWARD THE CONTRACT TO RAGAN MECHANICAL OF
DAVENPORT, IA**

<u>VENDOR NAME</u>	<u>LOCATION</u>
Ragan Mechanical	Davenport, IA
Hometown Plumbing and Heating	Davenport, IA
Petersen Plumbing and Heating	Davenport, IA
Modern Piping of the Quad Cities	Moline, IL

Approved By Caitlyn J. Jones 9-30-2020
Purchasing

Approved By Nicole Gleason 9-30-2020
PW Director

Approved By Stephen J. Munn 9-30-2020
Budget/CIP

Approved By Mallory S. Merritt 10/1/2020
Chief Financial Officer

City of Davenport

Department: Information Technology
Contact Info: Brett Burda |

Action / Date
9/10/2025

Subject:

Motion approving the purchase of 50 laptops and 60 docking stations from Dell Marketing LP of Round Rock, Texas in the amount of \$60,712.10 using NASPO ValuePoint Master Agreement #23026. [All Wards]

Recommendation:

Pass the Motion.

Background:

This purchase utilizes NASPO ValuePoint Master Agreement #23026. 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. Dell Marketing LP was awarded NASPO contact #23026 for Computer Equipment, Peripherals & Related Services via the sealed proposal.

The laptops and docking stations will be utilized for end-of-life replacements, new users, and staff migration from thin clients to laptops.

Funding for this contract comes from CIP #67002 | IT CAPITAL IMPROVEMENT PROGRAM.

Attachments:

None