

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, April 7, 2021; 5:30 PM

City Hall | 226 W 4th St | Council Chambers

A partially electronic meeting is being held because a fully “in-person” meeting is impractical due to concerns for the health and safety of Council members, staff, and the public presented by COVID-19, and to follow the Governor’s proclamation and the Mayor’s executive order directing social distancing and placing restrictions on gatherings. In-person attendance by the general public at any City of Davenport public meeting within its facilities shall be limited to 20 persons.

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing on a proposed lease of land at the northeast corner of 5th and Brady for the Martin Luther King, Jr. Plaza (Park) with the Friends of Martin Luther King, Jr. (FoMLK, petitioner). [Ward 3]

B. Public Works

1. Public Hearing on the FY 2022 Iowa Department of Transportation State Transit Assistance (STA) Grant application in the amount of \$447,963. [All Wards]
2. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program for the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street and the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street, CIP #35038. [Wards 4 & 5]
3. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Marquette Street and West 12th Street Reconstruction projects, CIP #35046. [Wards 3 & 4]
4. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West Lombard Street Resurfacing project, CIP #35046. [Ward 5]
5. Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Downtown Lighting Power Source projects, CIP #60018. [Ward 3]

VII. Petitions and Communications from Council Members and the Mayor

VIII. Action items for Discussion

COMMUNITY DEVELOPMENT

Kyle Gripp, Chair; Judith Lee, Vice Chair

I. COMMUNITY DEVELOPMENT

1. Resolution approving Case CP21-02 being the request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to amend the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map at 4607 East 53rd Street. [Ward 6]
2. Resolution setting a Public Hearing concerning the proposed conveyance of vacated public rights-of-way located in the vacated Island View Subdivision (IV Properties, LLC, petitioner). [Ward 1]
3. Resolution approving a proposed lease of land at the northeast corner of 5th and Brady for the Martin Luther King, Jr. Plaza (Park) with the Friends of Martin Luther King, Jr. (FoMLK, petitioner). [Ward 3]
4. Resolution of support for the City's application to the State's Community Catalyst Building Remediation Grant Program for 1600 Harrison Street (Celebrity Styles, petitioner). [Ward 4]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Ray Ambrose, Chair; Ben Jobgen, Vice Chair

III. PUBLIC SAFETY

1. First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding East 56th Street along both sides from Utica Ridge Road east to the City limits. [Ward 6]
2. Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 24, 2021 6:00 a.m. - 11:00 p.m.; **Closures:** River Street between McClellan Boulevard and East 11th Street; East 11th Street between River Street and Jersey Ridge Road. [Ward 6]

Quad Cities River Bandits; Race to Home 5K; Saturday, August 21, 2021 8:30 a.m. - 10:00 a.m.; **Closures:** 8:30 a.m. - 9:15 a.m. 2nd Street from Western Avenue to Gaines Street/Centennial Bridge; 8:30 a.m. - 9:30 a.m. easternmost northbound lane on the Centennial Bridge; 9:00 a.m. - 10:00 a.m. Riverfront Trail from the Arsenal Bridge to Modern Woodmen Park. [Ward 3]

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

J&M Displays Inc; Fireworks after Quad City River Bandits games; Modern Woodmen Park | 209 South Gaines Street; various dates May through September, 2021 (see attached list); Fireworks, over 50 dBA. [Ward 3]

Figge Art Museum; Art at Heart Gala; Figge Plaza | 225 West 2nd Street; Saturday, June 26, 2021 3:00 p.m. - 11:00 p.m.; Outdoor music, over 50 dBA. [Ward 3]

The Project of the Quad Cities; Red Ribbon Gala; Lindsay Park | 2200 East 11th Street; Saturday, June 26, 2021 5:00 p.m. - 11:00 p.m.; Outdoor music, over 50 dBA. [Ward 6]

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 24, 2021 12:00 p.m. - 10:30 p.m.; Outdoor music, over 50 dBA. [Ward 6]

Sacred City Church; 10 Year Anniversary; 2822 Eastern Avenue (Annie Wittenmyer); Friday, August 13, 2021 6:00 p.m. - 10:00 p.m. and Sunday, August 15, 2021 9:30 a.m. - 12:30 p.m.; Outdoor music, over 50 dBA. [Ward 5]

Tyler Mitchell; Bags and Brews; Lindsay Park | 2200 East 11th Street; Saturday, August 28, 2021 12:00 p.m. - 5:00 p.m.; Outdoor music, over 50 dBA. [Ward 6]

4. Motion approving beer and liquor license applications.

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

Ward 7

Ganzo's (Ganzo's, LTD) – Cinco de Mayo/Nacho 5K Run - 3923 N Marquette - Outdoor Area - License Type: Class C Liquor

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

Ward 1

Courtyard (River Music Experience) – 121 W 2nd St - Outdoor Area - License Type: Class C Liquor

QC Mart (Bethany Enterprises, Inc) - 2747 Rockingham Rd - License Type: Class C Beer

Ward 3

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

Endless Brews (Endless Brews, LLC) - 310 N Main St - License Type: Class B Beer

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

Class C Liquor

Ward 6

Los Agaves Mexican Grill (Los Agaves, Inc) - 4882 Utica Ridge Rd - Outdoor Area - License Type: Class C Liquor

Your Pie (The Gizzeria Group, Inc) - 4520 E 53rd St - Outdoor Area - License Type: Beer/Wine

Ward 7

Azteca Mexican Restaurant (Azteca Mexican Restaurant, Inc) - 4811 N Brady Ste 3 - Outdoor Area - License Type: Class C Liquor

Sanchos (Lorbil Enterprises, Inc) - 307 E Geo Wash Blvd - License Type: Class C Liquor

Ward 8

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

QC Marts (Bethany Enterprises, Inc) - 6807 Northwest Blvd - License Type: Class C Beer

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chair; Matthew Dohrmann, Vice Chair

V. PUBLIC WORKS

1. Resolution approving the FY 2022 Iowa Department of Transportation State Transit Assistance (STA) Grant application in the amount of \$447,963. [All Wards]
2. Resolution approving the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program for the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street and the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street, CIP #35038. [Wards 4 & 5]
3. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Marquette Street and West 12th Street Reconstruction projects, CIP #35046. [Wards 3 & 4]
4. Resolution approving the plans, specifications, form of contract, and estimate of cost for the West Lombard Street Resurfacing project, CIP #35046. [Ward 5]
5. Resolution approving the plans, specifications, form of contract, and estimate of cost

for the Downtown Lighting Power Source project, CIP #60018. [Ward 3]

6. Resolution approving the contract for the CY 2021 Sidewalk Program with Americore LLC of Blue Grass, Iowa, CIP #28025. [All Wards]
7. Resolution setting the vacant or abandoned building registration fee at \$25.00. [All Wards]
8. Resolution approving the contract for the purchase of Hot Mix Asphalt - 2021 Construction Season from Tri City Blacktop Inc of Bettendorf, Iowa, CIP #35051 (FY 2021) and #35056 (FY 2022). [All Wards]
9. Resolution accepting work completed under the Main St Landing (Quinlan Court) - Lighting and Electrical project by Shaw Electric, Inc of Davenport, Iowa. The project was completed with a final contract amount of \$314,923.97, CIP #68004. [Ward 3]
10. Resolution approving the contract for the overhaul of Caterpillar generator engine #2 at the Water Pollution Control Plant with Altorfer Inc of Davenport, Iowa in the amount of \$110,615. [All Wards]
11. Resolution approving the contract, subject to approval by the Iowa DNR, for the Gray Water Conversion project at the Water Pollution Control Plant with J L Brady Co of Moline, Illinois in the amount of \$210,000, CIP #39005. [Ward 1]
12. Resolution supporting actions, strategies, and programs that promote energy, environmental, and climate change sustainability and resiliency. [All Wards]
13. Motion accepting work completed under the Credit Island HVAC Replacement project. The total contract with Schebler Company of Bettendorf, Iowa is \$77,828, CIP #23040. [Ward 1]
14. Motion approving the nuisance mowing contract for the 2021 season with Twin Bridge Construction of East Moline, Illinois. [All Wards]
15. Motion ratifying Change Orders #1 - #7 to Tricon Construction Group of Dubuque, Iowa in the amount of \$63,424.05 for the Kaiserslautern Square Renovation project, CIP #64049. [Ward 3]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

JJ Condon, Chair; Patrick Peacock, Vice Chair

VII. FINANCE

1. Resolution setting a Public Hearing to amend the FY 2021 Operating and Capital Improvement Budgets. [All Wards]
2. Motion approving the 2021 Amended Stadium Lease Agreement with Main Street Iowa, LLC for the use of Modern Woodmen Park to conduct or host baseball and special events. [Ward 3]

VIII. Motion recommending discussion or consent for Finance items

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

1. IMEG Corp - Phase II engineering for Goose Creek Trail - Amount: \$10,227
2. Stearns, Conrad, and Schmidt Consulting - route optimization for Solid Waste - Amount: \$12,096.48
3. Werner Restoration Services - Heritage fire dry-out - Amount: \$12,806.50
4. Scott County Treasurer - Freight House second half property taxes - Amount: \$18,479
5. Waste Commission of Scott County - calendar mailings for Solid Waste - Amount: \$24,081.12
6. Rehrig Pacific Co - 95 gallon carts and lids - Amount: \$26,717
7. Larry Denton Golf Course Construction and Renovation LLC - bunker renovations at Emeis Golf Course - Amount: \$40,390

X. Other Ordinances, Resolutions and Motions

XI. Public with Business

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

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

XII. Reports of City Officials

XIII. Adjourn

City of Davenport

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

Action / Date
4/7/2021

Subject:

Public Hearing on a proposed lease of land at the northeast corner of 5th and Brady for the Martin Luther King, Jr. Plaza (Park) with the Friends of Martin Luther King, Jr. (FoMLK, petitioner). [Ward 3]

Recommendation:

Hold the Hearing.

Background:

Roughly six years ago, the City Council conceptually approved the splitting of a half block of vacant land/surface parking at the northwest corner of 5th and Brady. The eastern 2/3 of the half-block was conveyed to Newbury Development in 2015 for a new housing project which was completed in early 2017.

That structure included space on the first floor on the west side of the building for the MLK Interpretive Center which is currently operating. The western 1/3 of the block was to be either conveyed or leased to the Friends of MLK (FoMLK) for the planned MLK Park. Together, the Interpretive Center and the Park would provide for a wide-range of programming activities regarding cultural awareness and education as well as a regional tourism destination.

Preliminary discussions pointed toward the FoMLK and the City entering into a lease as the housing project was completed, but the FoMLK had hoped to explore fundraising first. Though the COVID pandemic slowed progress, the FoMLK and the City have now finalized a draft lease for consideration. Last month, the FoMLK unveiled the revised plans for the space (see attached renderings).

The proposed lease is for 10 years and can be renewed provided both parties mutually agree.

Under Iowa law, leases of municipal property with terms in excess of three years require that a Public Hearing be set, advertised, and held prior to approval. Per Council action last month, this Public Hearing was advertised and satisfies that requirement. A separate action to approve the proposed lease appears later on this agenda.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Renderings
▢ Cover Memo	Proposed Lease
▢ Cover Memo	QC Times Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	3/31/2021 - 11:03 AM
City Clerk	Admin, Default	Approved	4/1/2021 - 9:54 AM







LEASE AGREEMENT

This Agreement is made between the City of Davenport, Iowa, a municipal corporation, hereinafter “City”, and the Friends of Martin Luther King, Jr., a 501(c)(3) organization (EIN#47-4968227), hereinafter “FoMLK”.

1. City agrees to lease to the FoMLK and FoMLK agrees to lease from the City the following described land:

Lot 1 of the Newbury Living Addition, Scott County, Iowa, located at the NE corner of Brady and E. 5th Streets, otherwise known as 511 Brady (parcel #G0056A01) Dimensions are roughly 91’x149’ containing 13,541 square feet, more or less.

2. The FoMLK agrees to pay annual rent to the City in the amount of \$10.00 due and payable by May 1, beginning in 2021. Said rent payment shall be made payable to the City of Davenport, and addressed to the attention of the Revenue Division, 226 W. 4th Street, Davenport, Iowa 52801.

3. The term of this lease shall be from May 1, 2021, and ending on April 30, 2031. This lease has the option to renew, provided both parties mutually agree on the terms and conditions.

4. The FoMLK agrees to maintain the property in accordance with environmental laws, regulations, and ordinances. Such maintenance shall include, but is not limited to, sidewalk maintenance, grass and weed cutting, snow and trash removal. Of note, the City will maintain the plantings in the ornamental grass pits along 5th, however, the FoMLK would be responsible for removing any litter that may collect from time to time. Any financial obligations regarding operation or control of the property would be the responsibility of FoMLK, such as any special assessments and/or tax liabilities, storm water and sewer fees, utility bills (such as water, electrical, etc.), property or other insurance coverage shall be the responsibility of the FoMLK. Regarding property insurance, FoMLK is required to meet the insurance requirements detailed on Exhibit A – Insurance. FoMLK may subcontract with and/or have private arrangements for maintenance of allowed improvements (see below). Regarding taxes and special assessments, the FoMLK shall be responsible for applying for any exemptions for which the property may qualify and, regardless, shall maintain the property in good financial standing. FoMLK shall not store hazardous waste, chemicals, or fertilizers upon the property.

5. No permanent or temporary structures (garage, shed or similar structures) shall be constructed or erected upon the property without the prior written consent of the City, including approval through any regulatory requirements, such as Design Review Board, Downtown Streetscape, DOT, City code, etc. Any inappropriate structures or improvements shall be removed at the FoMLK’s expense within 30 days after written

notice from the City to do so. At the time of executing this Lease Agreement, it is understood that the FoMLK has the desire to make several improvements to the property, such as installing permeable pavers, contingent upon FoMLK fund raising. While the City is generally supportive of improvements in concept, the above review steps and any other regulatory requirements will need to be met for these projects to begin.

6. The FoMLK shall indemnify and hold the City harmless from any and all claims, suits, losses, damages, costs or expenses on account of injury or damage to any person or property, caused or occasioned, or alleged to have occurred, in whole or in part, by reason of or arising out of this lease or the condition of the property during the FoMLK's possession under this lease, or the FoMLK's use of the property. The City shall require documentation to be submitted by FoMLK of sufficient insurance policies covering FoMLK's use of the property (see attached insurance requirements).

7. If the FoMLK ceases to exist or fails to keep any of the covenants contained herein, this lease shall be terminated at the option of the City upon seven days' written notice. Notwithstanding the provision of paragraph six, any and all loss or damage incurred by the FoMLK, as a consequence of the FoMLK's failure to perform any of the covenants of this lease and the City's subsequent termination of the lease pursuant to this paragraph, shall be borne by the FoMLK.

8. The FoMLK may not assign, sublease, pledge, surrender, or otherwise encumber or dispose of this lease, or any interest or any portion thereof, without the prior written approval of the City. Such approval may not be unreasonably withheld.

9. The FoMLK agrees and covenants to use said property in a good manner, consistent with the terms of this lease. At the end of the lease agreement the FoMLK agrees to yield possession of the property back to the City in as good order and condition as when the same was first entered upon by the FoMLK.

10. To help support the mission of the FoMLK, the City agrees to partner when possible to apply for available grant funds on behalf of FoMLK for improvements to the property, with the FoMLK maintaining the responsibility for researching and preparing the application(s).

11. For communication purposes, FoMLK representatives include: Michael Guster, Ryan Saddler, Shirleen Martin, and Pastor Rogers Kirk.

Dated this _____ day of April 2021.

Friends of Martin Luther King (FoMLK)

City of Davenport

Michael Guster, President
501 Brady Street
Davenport, Iowa, 52801

Mike Matson, Mayor
226 W. 4th Street
Davenport, Iowa 52801

NOTICE OF A PUBLIC HEARING ON A RESOLUTION TO APPROVE A PROPOSED LAND LEASE AGREEMENT FOR PROPERTY AT THE NE CORNER OF 5TH AND BRADY TO BE USED FOR THE MARTIN LUTHER KING, JR. PLAZA (FRIENDS OF MLK, PETITIONER)

Notice Is Hereby Given: That at 5:30 p.m. at Davenport City Council Chambers on the first floor of City Hall, 226 W. 4th Street, Davenport, Iowa, on the 7th day of April 2021, there will be conducted a public hearing proposing to convey land owned by the City of Davenport to Friends of Martin Luther King, Jr. (FoMLK) (Petitioner). The property has the following legal description:

Lot 1 of the Newbury Living Addition, Scott County, Iowa, located at the NE corner of Brady and E. 5th Streets, otherwise known as 511 Brady (parcel #G0056A01) Dimensions are roughly 91'x149' containing 13,541 square feet, more or less.

A copy of the Resolution and proposed lease are on file for public inspection in Community & Economic Development Department in City Hall, 226 W. 4th Street, Davenport, Iowa. At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Community & Economic Development ced.info@davenportiowa.com 563-326-7765

City of Davenport

Department: Public Works Committee
Contact Info: Marla Miller | 563-888-2099

Action / Date
4/7/2021

Subject:

Public Hearing on the FY 2022 Iowa Department of Transportation State Transit Assistance (STA) Grant application in the amount of \$447,963. [All Wards]

Recommendation:

Hold the Hearing.

Background:

Each state fiscal year, the Iowa Department of Transportation has provided financial operating assistance to Davenport public transit. This year the City is requesting to apply for the STA Grant in the amount of \$447,963 for FY 2022 general operations.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Miller, Marla	Approved	3/9/2021 - 3:15 PM

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7786

Action / Date
4/7/2021

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program for the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street and the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street, CIP #35038. [Wards 4 & 5]

Recommendation:

Hold the Hearing.

Background:

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

The City received and has accepted two petitions for this work. The first alley is the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street. The second alley is the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street. The program cost for both alleys is currently estimated at \$160,200 and is budgeted in CIP #35038. Due to the assessments, half of the project expense would eventually be recouped by the City. State law requires that certain Council actions regarding the assessment procedure must precede the bid letting date.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	3/12/2021 - 11:13 AM

City of Davenport

Department: Public Works - Engineering

Contact Info: Nick Schmuecker | 563-327-5162

Action / Date

4/7/2021

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Marquette Street and West 12th Street Reconstruction projects, CIP #35046. [Wards 3 & 4]

Recommendation:

Hold the Hearing.

Background:

The stretch of Marquette Street between West 12th Street and West 5th Street is a high priority replacement need due to its poor condition and relatively high traffic level. To optimize the construction window, West 12th Street from Marquette Street to west of Myrtle Street will be replaced as well. Marquette Street will utilize a hot mix asphalt (HMA) inlay which utilizes existing concrete curb and gutter with new HMA placed as the roadway pavement. West 12th Street will remove and replace the concrete pavement.

The project is scheduled to be bid yet this spring with construction to be complete before the end of the CY 2021 construction season. Funding for the Marquette Street and West 12th Street Reconstruction project is established within CIP #35046. The current estimate is \$1,690,000.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:04 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:05 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 1:07 PM

City of Davenport

Department: Public Works - Engineering

Contact Info: Nick Schmuecker | 563-327-5162

Action / Date

4/7/2021

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the West Lombard Street Resurfacing project, CIP #35046. [Ward 5]

Recommendation:

Hold the Hearing.

Background:

The stretch of West Lombard Street between Brady Street and Harrison Street was selected for resurfacing by the City's pavement management program due to good overall structure but in need of a new top layer of pavement. This project will remove and replace the top few inches of asphalt while preserving the underlying pavement layers.

The project is scheduled to be bid yet this spring with construction to be complete before the end of the CY 2021 construction season. Funding for the West Lombard Street Resurfacing project is established within CIP #35046. The current estimate is \$195,000.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:05 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:05 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 1:06 PM

City of Davenport

Department: Public Works - Engineering
Contact Info: Jen Walker | 563-326-6168

Action / Date
4/7/2021

Subject:

Public Hearing on the plans, specifications, form of contract, and estimate of cost for the Downtown Lighting Power Source projects, CIP #60018. [Ward 3]

Recommendation:

Hold the Hearing.

Background:

Resolution 2018-451 approved a Downtown Streetlight Replacement Program, a joint effort between the City and the Downtown Davenport Partnership. Updating all ornamental streetlights located in the Downtown Davenport Self-Supported Municipal District (SSMID) was completed in 2020, and the City has since assumed maintenance responsibilities of said streetlights. The final objective of Resolution 2018-451 was for the City to “continue to make reasonable efforts to transition existing street lighting to the public electricity grid (“City Grid”) when possible.”

There are 33 locations in the SSMID where anywhere from 2 to 19 ornamental streetlights (209 lights in total) are powered from inside a building. When a building becomes vacant or occupants unknowingly flip a switch or breaker off, an area or entire block becomes dark; this is a public safety concern. The City engaged an electrical engineer to design methods to transition all 33 locations onto the City Grid. The total engineer’s estimate of probable construction costs for all locations is \$307,901.

Council currently allocates \$35,000 per year in the six-year budget. Staff proposes to bid the work in increments renewable up to three years, subject to available budget.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:04 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:04 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 1:05 PM

City of Davenport

Department: Community Planning & Economic Development
Contact Info: Laura Berkley | 563-888-3553

Action / Date
4/14/2021

Subject:

Resolution approving Case CP21-02 being the request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to amend the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map at 4607 East 53rd Street. [Ward 6]

Recommendation:

Adopt the Resolution.

Background:

The purpose of the resolution is to create consistency between the Zoning Map and Future Land Use Map.

City Council approved Case REZ20-09 at their March 24, 2021 meeting amending the zoning of the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The purpose of the rezoning was to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

One of the conditions on the rezoning was a request by the Plan & Zoning Commission to pass a resolution amending the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map.

City staff is requesting a Future Land Use Map amendment to adjust the Regional Commercial (RC) and Residential General (RG) land use boundaries to reflect the future development of the property and the rezoning boundaries.

Finding: To promote the orderly development of Davenport in accordance with the Comprehensive Plan and adopted land use policies.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Future Land Use Map
▣ Backup Material	Zoning Analysis

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Werderitch, Matt	Approved	3/30/2021 - 2:35 PM

Resolution No. _____

Resolution offered by Alderman Gripp

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case CP21-02 being the request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to amend the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport +2035 Future Land Use Map at 4607 East 53rd Street.

WHEREAS, this amendment will create consistency between the Zoning Map and the Future Land Use Map; and

WHEREAS, this amendment will also reflect the future development of the property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Davenport 2035 Future Land Use Map be amended to Regional Commercial (RC) and Residential General (RG) at 4607 East 53rd Street to reflect the zoning district boundaries in Ordinance 2021-105, is hereby approved and accepted and the Mayor and Deputy City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

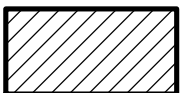
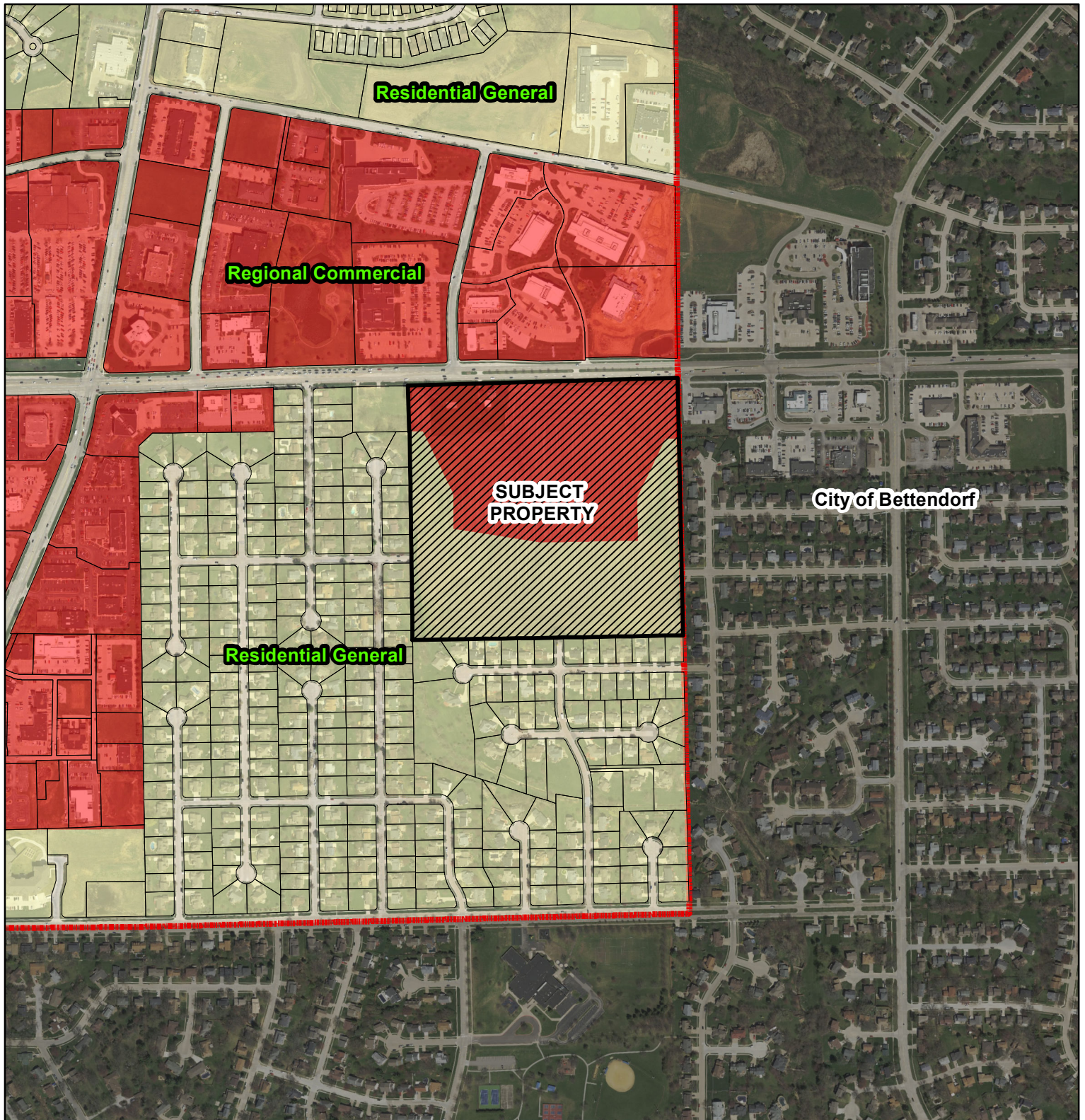
Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Future Land Use Map - Davenport +2035

REZ 20-09

4607 East 53rd Street



Rezone R-4 to R-MF and C-2

Revise Zoning Areas and Special Conditions

Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.

0 250 500 1,000 1,500 2,000 Feet



Land Use Analysis
Development and Neighborhood Services Department

Resolution approving Case CP21-02 being the request of S.J. Russell, L.C. on behalf of Sophie Foster Revocable Trust to amend the Regional Commercial (RC) and Residential General (RG) land use boundaries on the Davenport 2035 Future Land Use Map at 4607 East 53rd Street. [Ward 6]

Discussion:

City Council adopted a rezoning ordinance at their March 24, 2021 meeting amending the zoning of the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The proposed resolution will create consistency between the Zoning Map and Future Land Use Map.

City staff is requesting a Future Land Use Map amendment to adjust the Regional Commercial (RC) and Residential General (RG) land use boundaries to reflect the future development of the property. The 37.93 acre lot is currently being used for agriculture. The northern section of the property abuts East 53rd Street, which is a commercial corridor containing a mix of retail, restaurants, and offices. The southern portion is surrounded by single-family residential neighborhoods. The City of Bettendorf borders the eastern boundary of the development site.

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designations:

The northern 19.86 acre area along East 53rd Street is designated Regional Commercial (RC). The southern 18.06 acre portion of the property is designated as Residential General (RG) in the Davenport +2035 Land Use Plan. The boundary between the two land use designations would need to be amended.

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

Zoning:

City Council approved Case REZ20-09 at their March 24, 2021 meeting amending the zoning of the property to C-2 Corridor Commercial District and R-MF Multi-Family Residential District. The purpose of the rezoning was to lift the existing land use and development restrictions on the property, adjust the

commercial zoning boundary, and allow for townhouse and multi-family development. New zoning conditions have been placed on the property to mitigate disturbances to the surrounding residential neighborhoods.

Technical Review:

City Departments reviewed the proposed Zoning Map Amendment Application for compliance with city ordinances and impacts to regional systems. City staff coordinated technical review with planning staff at the City of Bettendorf to ensure continuity between the two municipalities.

Why is a Zoning Map Amendment Required?

The zoning map amendment is required to lift the existing land use and development restrictions on the property, adjust the commercial zoning boundary, and allow for townhouse and multi-family development.

Approval Standards for Map Amendments (Chapter 17.14.040)

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

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

Staff Response: The property is designated Regional Commercial (RC) and Residential General (RG) in the Davenport +2035 Land Use Plan. The modified boundary for Regional Commercial (RC) on the northern portion of the development site is compatible with the surrounding area. 53rd Street has developed as a major commercial corridor in both the City of Davenport and the City of Bettendorf. The applicant is attracting retail, office, service, and institutional development to the property within the C-2 Zoning District, which is consistent with the established character of 53rd Street.

The southern portion of the site will remain Residential General (RG). However, the boundary will be modified to reflect the conceptual site plan. This land use is consistent with the neighborhoods south of 53rd Street and east of Utica Ridge Road. The surrounding neighborhoods are single-family residential to the west, south, and east of the site. The Residential General (RG) land use classification allows for higher density housing along edges and transition areas.

It is staff's opinion that a condition shall be placed on the Zoning Map Amendment requesting City Council to adopt a resolution amending the Regional Commercial (RC) and Residential General (RG) boundaries on the Future Land Use Map to reflect the proposed development.

b. The compatibility with the zoning of nearby property.

Staff Response: The subject property is located on a commercial corridor, spanning both the City of Davenport and the City of Bettendorf. Land uses to the north of 53rd Street include medical and professional offices. The properties directly east comprise a bank, restaurant, and gas station. Developing the northern portion of the site for similar office, retail, and restaurant establishments is compatible with the zoning of nearby property. To reduce potential conflict with adjacent uses, staff

recommends a 20-foot setback on the eastern and western-most property lines in the C-2 zoning district where abutting commercial zoning districts.

It is staff's opinion that the proposed amendment to R-MF Multi-Family Residential District is with no restrictions is incompatible with the zoning of nearby property. The existing R-4 Single-Family and Two-Family Residential District serves as a more appropriate transitional zone between the lower density neighborhoods and the more intense commercial uses on the northern portion of the site. To minimize impacts to the homes on Hamilton Court, 49th Court, 49th Street, and Dove Court, staff recommend a 30-foot buffer along the eastern, western and southern-most property lines that abut residential districts. A height restriction of 35 feet would also reduce overall potential density.

c. The compatibility with established neighborhood character.

Staff Response: The established neighborhood character is primarily commercial along 53rd Street and residential to the west, south, and east of the subject property. It is staff's opinion that the C-2 Corridor Commercial District on the northern portion of the site is compatible with the existing zoning along the 53rd Street corridor. However, the rezoning classification to R-MF Multi-Family Residential District will create a higher-density residential environment that is inconsistent with the established character of the surrounding single-family neighborhood. R-MF allows multi-family and townhouse style developments of 3-units or more, which diverges from the established adjacent neighborhoods. However the change in housing types can help transition between single and two-family homes to a commercial development. To address the differences in density, it is staff's opinion that a buffer, landscaping, and building height restrictions are necessary.

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

Staff Response: The proposed commercial with result in additional traffic along the 53rd Street corridor. The proposed multi-family development substantially increases the density of the subject property, which will generate additional trips onto 53rd Street, Hawk Drive, and Eastbury Estates Drive. The commercial and residential development of the site requires a traffic study to ensure appropriate infrastructure is in place to address the projected increase in traffic volume on 53rd street and the surrounding residential neighborhoods. City staff recommend a north-south public road be constructed extending Eastbury Estates Drive north to 53rd Street. The new public right-of-way shall align with Lakeview Parkway. This will direct site traffic to a major arterial roadway and reduce traffic on the local streets. A traffic signal shall be installed at the newly created four way intersection. To alleviate congestion at the new traffic signal, a second access point is required further east on 53rd Street.

Based on comments from the City of Bettendorf and adjacent property owners, internal roads shall not connect to 51st Street and Hawk Drive. This ensures local residential roads do not receive higher traffic volumes. In order to enhance walkability and bicycle infrastructure, city staff recommend an extension of the ten foot multi-use path to the west property line. The final placement of streets will be reviewed during the subdivision process.

It is staff's opinion that the proposed zoning map amendment fails to adequately promote the public health, safety, and welfare of the City. The revised conceptual development plan addresses the negative traffic impacts to the regional transportation system on the proposed R-MF area. The

C-2 area has not been revised to show staff recommendations on the transportation network. Internal road connectivity is required to ensure emergency response times and service standards. Staff believes adding conditions to the rezoning request can address and mitigate the impacts to the regional transportation network.

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

Staff Response: Under the current Zoning Ordinance, strict conditions are placed on the commercial portion of the site that limit setbacks, building height, building footprint, number of buildings, total square footage of buildings, and uses. It is staff's opinion that the existing development restrictions on the commercial portion of the site be removed and replaced with modified conditions. The recommended conditions will promote development of the site while recognizing the concerns of the abutting residential property owners.

The current zoning restrictions on the residential portion of the property require the connection of 51st Street, Hawk Drive, and Eastbury Estates Drive. In collaboration with the City of Bettendorf, it was determined that the road network eliminate the connection of 51st Street and Hawk Drive. Instead, a new public road connecting Eastbury Estates Drive to 53rd Street should be constructed to enhance connectivity and direct traffic away from the abutting neighborhoods. The existing zoning conditions require at least fifty percent of the residential development be single-family detached housing, which better maintains the character of the established neighborhoods. The conditions placed are appropriate for the level of density that is permitted under the current zoning.

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

Staff Response: The undeveloped 37.93 acre site satisfies the dimensional standards for C-2 Corridor Commercial District and the R-MF Multi-Family Residential District. Dimensional standards, such as lot area, lot width, setbacks, building coverage, and impervious surface will be addressed during the subdivision and development process.

It is staff's opinion that the proposed amendment will not create any nonconformities. City staff are recommending a condition that the height of structures in the R-MF Multi-Family Residential District be no greater than thirty-five feet, which is the same height restriction in the abutting R-3 Single-Family and Two-Family Residential District. Reducing the maximum building height from seventy feet to thirty-five feet will create consistency with the surrounding single and two story homes.

City of Davenport

Department: Legal
Contact Info: Brian Heyer | 563-326-6156

Action / Date
4/14/2021

Subject:

Resolution setting a Public Hearing concerning the proposed conveyance of vacated public rights-of-way located in the vacated Island View Subdivision (IV Properties, LLC, petitioner).
[Ward 1]

Recommendation:

Adopt the Resolution.

Background:

The City of Davenport adopted an Ordinance on June 18, 2003 that vacated the Island View Subdivision which was recorded with Scott County on August 26, 2003. The Ordinance did not include language of conveyance for the subdivision's public rights-of-way, so the Scott County Auditor's Office considers those as belonging to the City of Davenport. The City's intention was originally to convey the rights-of-way, and now intends to convey the same to the property owner.

Adoption of this Resolution will set the Public Hearing for the conveyance of the vacated public rights-of way in the previously vacated Island View Subdivision at the Committee of the Whole meeting on Wednesday, April 21, 2021 at 5:30 p.m. in the Council Chambers of Davenport City Hall, 226 West 4th Street, Davenport, Iowa.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Map

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	4/1/2021 - 8:39 AM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a Public Hearing concerning the proposed conveyance of vacated public rights-of-way located in the vacated Island View Subdivision (IV Properties, LLC, petitioner).

WHEREAS, the City of Davenport adopted an Ordinance vacating the Island View Subdivision on June 18, 2003; and

WHEREAS, the City of Davenport recorded said Ordinance as document number 2003-302 on August 26, 2003; and

WHEREAS, said Ordinance did not include language of conveyance of the subdivisions public rights-of-way; and

WHEREAS, as a result of there being no language of conveyance the Scott County Auditor's Office considers the rights-of-way in the vacated subdivision to belong to the City of Davenport; and

WHEREAS, the City of Davenport intended that the rights-of-way be conveyed through the Ordinance and now intends to convey the same to the property owner; and

WHEREAS, Iowa law requires a city to hold a Public Hearing prior to conveying its interest in real property.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a Public Hearing concerning the proposed conveyance of vacated public rights-of-way located in the previously vacated Island View Subdivision will be held on April 21, 2021 at 5:30 p.m. in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Passed and approved this 14th day of April, 2021.

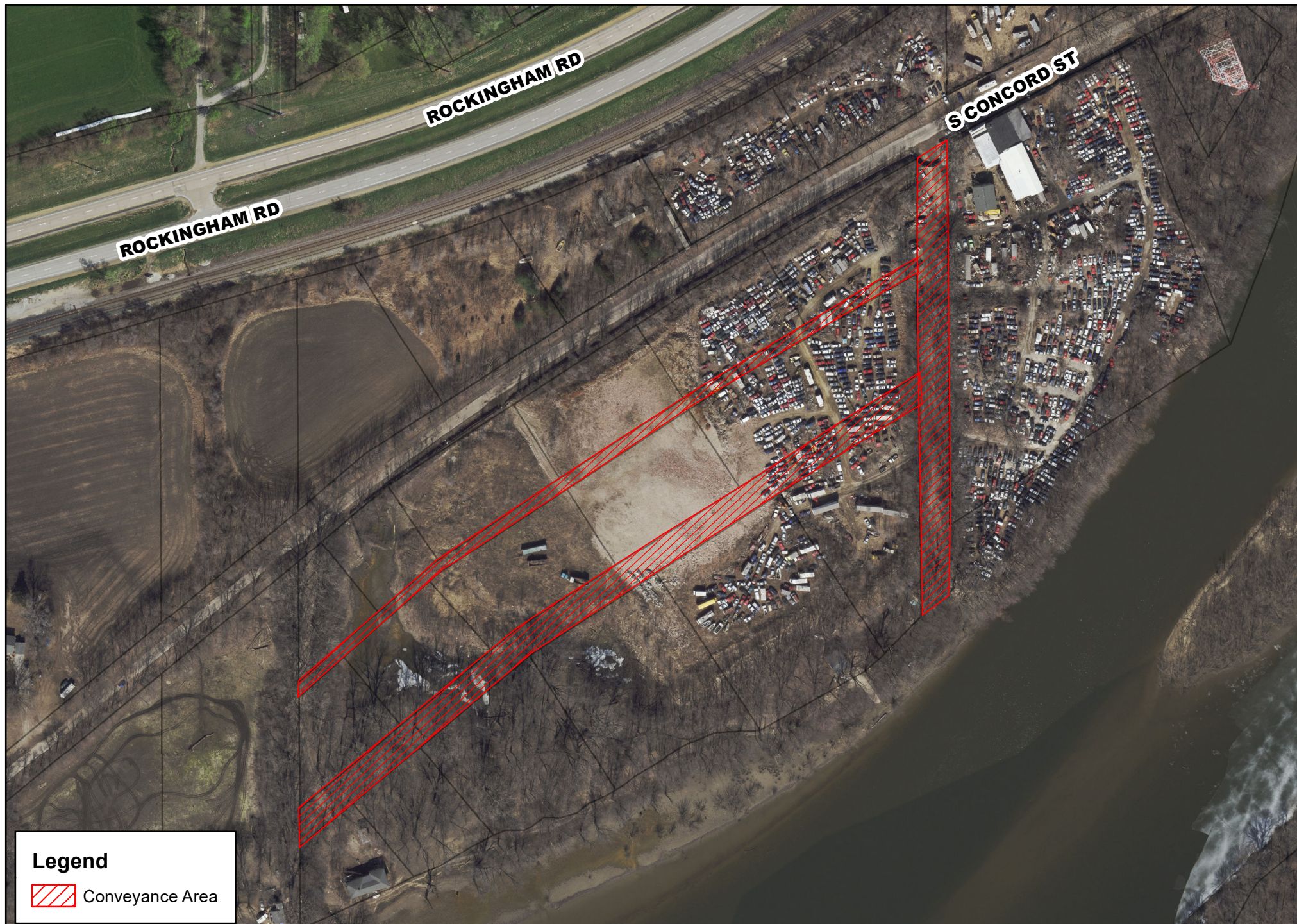
Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Proposed Land Conveyance Vacated ROW in Island View Subdivision



City of Davenport

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

Action / Date
4/14/2021

Subject:

Resolution approving a proposed lease of land at the northeast corner of 5th and Brady for the Martin Luther King, Jr. Plaza (Park) with the Friends of Martin Luther King, Jr. (FoMLK, petitioner). [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Roughly six years ago, the City Council conceptually approved the splitting of a half block of vacant land/surface parking at the northwest corner of 5th and Brady. The eastern 2/3 of the half-block was conveyed to Newbury Development in 2015 for a new housing project which was completed in early 2017.

That structure included space on the first floor on the west side of the building for the MLK Interpretive Center which is currently operating. The western 1/3 of the block was to be either conveyed or leased to the Friends of MLK (FoMLK) for the planned MLK Park. Together, the Interpretive Center and the Park would provide for a wide-range of programming activities regarding cultural awareness and education as well as a regional tourism destination.

Preliminary discussions pointed toward the FoMLK and the City entering into a lease as the housing project was completed, but the FoMLK had hoped to explore fundraising first. Though the COVID pandemic slowed progress, the FoMLK and the City have now finalized a draft lease for consideration. Last month, the FoMLK unveiled the revised plans for the space (see attached renderings).

The proposed lease is for 10 years and can be renewed provided both parties mutually agree. Under Iowa law, leases of municipal property with terms in excess of three years require that a Public Hearing be set, advertised, and held prior to approval. All steps were taken and the Public Hearing was held on April 7, 2021 at the Committee of the Whole meeting.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Proposed Lease
▣ Cover Memo	Renderings

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	3/31/2021 - 11:04 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:41 PM

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLUTION approving a proposed land lease at 511 Brady Street to the Friends of Martin Luther King, Jr. (petitioner).

RESOLVED by the City Council of the City of Davenport.

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

Lot 1 of Newbury Living Addition, located at the NW corner of Brady and East 5th Streets, City of Davenport, Scott County, Iowa (otherwise known as 511 Brady, parcel #G0056A01; and

WHEREAS, the mission of the Friends of Martin Luther King, Jr. (FoMLK) is to empower and encourage the Quad City area to practice the civil and human rights for all races, colors, and creeds as exemplified by the Rev. Martin Luther King Jr.; and,

WHEREAS, the FoMLK have requested this land for a plaza/park space for outdoor programming and activities in conjunction with the adjacent (interior) space at 501 Brady (Newbury Development) occupied by the FoMLK; and,

WHEREAS, the City of Davenport is supportive of this mission and wishes to encourage the efforts of FoMLK by entering into a long-term lease of this land for such purposes; and

WHEREAS, the FoMLK intend to continue fund-raising and grant-writing efforts to make leasehold improvements to the plaza consistent with their master plan for the site; and

WHEREAS, the FoMLK and City staff have agreed to lease terms, including an initial 10-year term with the option to renew; and

WHEREAS, a Public Hearing on this proposed lease is required by Iowa law as it is longer than a 3-year term and was held on April 7, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the proposed land lease is approved and the City Administrator and her staff are hereby authorized to execute documents necessary to accomplish this.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

LEASE AGREEMENT

This Agreement is made between the City of Davenport, Iowa, a municipal corporation, hereinafter “City”, and the Friends of Martin Luther King, Jr., a 501(c)(3) organization (EIN#47-4968227), hereinafter “FoMLK”.

1. City agrees to lease to the FoMLK and FoMLK agrees to lease from the City the following described land:

Lot 1 of the Newbury Living Addition, Scott County, Iowa, located at the NE corner of Brady and East 5th Streets, otherwise known as 511 Brady (parcel #G0056A01). Dimensions are roughly 91’x149’ containing 13,541 square feet, more or less.

2. The FoMLK agrees to pay annual rent to the City in the amount of \$10.00 due and payable by May 1, beginning in 2021. Said rent payment shall be made payable to the City of Davenport, and addressed to the attention of the Revenue Division, 226 W. 4th Street, Davenport, Iowa 52801.

3. The term of this lease shall be from May 1, 2021, and ending on April 30, 2031. This lease has the option to renew, provided both parties mutually agree on the terms and conditions.

4. The FoMLK agrees to maintain the property in accordance with environmental laws, regulations, and ordinances. Such maintenance shall include, but is not limited to, sidewalk maintenance, grass and weed cutting, snow and trash removal. Of note, the City will maintain the plantings in the ornamental grass pits along 5th, however, the FoMLK would be responsible for removing any litter that may collect from time to time. Any financial obligations regarding operation or control of the property would be the responsibility of FoMLK, such as any special assessments and/or tax liabilities, storm water and sewer fees, utility bills (such as water, electrical, etc.), property or other insurance coverage shall be the responsibility of the FoMLK. Regarding property insurance, FoMLK is required to meet the insurance requirements detailed on Exhibit A – Insurance. FoMLK may subcontract with and/or have private arrangements for maintenance of allowed improvements (see below). Regarding taxes and special assessments, the FoMLK shall be responsible for applying for any exemptions for which the property may qualify and, regardless, shall maintain the property in good financial standing. FoMLK shall not store hazardous waste, chemicals, or fertilizers upon the property.

5. No permanent or temporary structures (garage, shed or similar structures) shall be constructed or erected upon the property without the prior written consent of the City, including approval through any regulatory requirements, such as Design Review Board, Downtown Streetscape, DOT, City code, etc. Any inappropriate structures or improvements shall be removed at the FoMLK’s expense within 30 days after written

notice from the City to do so. At the time of executing this Lease Agreement, it is understood that the FoMLK has the desire to make several improvements to the property, such as installing permeable pavers, contingent upon FoMLK fund raising. While the City is generally supportive of improvements in concept, the above review steps and any other regulatory requirements will need to be met for these projects to begin.

6. The FoMLK shall indemnify and hold the City harmless from any and all claims, suits, losses, damages, costs or expenses on account of injury or damage to any person or property, caused or occasioned, or alleged to have occurred, in whole or in part, by reason of or arising out of this lease or the condition of the property during the FoMLK's possession under this lease, or the FoMLK's use of the property. The City shall require documentation to be submitted by FoMLK of sufficient insurance policies covering FoMLK's use of the property (see attached insurance requirements).

7. If the FoMLK ceases to exist or fails to keep any of the covenants contained herein, this lease shall be terminated at the option of the City upon seven days' written notice. Notwithstanding the provision of paragraph six, any and all loss or damage incurred by the FoMLK, as a consequence of the FoMLK's failure to perform any of the covenants of this lease and the City's subsequent termination of the lease pursuant to this paragraph, shall be borne by the FoMLK.

8. The FoMLK may not assign, sublease, pledge, surrender, or otherwise encumber or dispose of this lease, or any interest or any portion thereof, without the prior written approval of the City. Such approval may not be unreasonably withheld.

9. The FoMLK agrees and covenants to use said property in a good manner, consistent with the terms of this lease. At the end of the lease agreement the FoMLK agrees to yield possession of the property back to the City in as good order and condition as when the same was first entered upon by the FoMLK.

10. To help support the mission of the FoMLK, the City agrees to partner when possible to apply for available grant funds on behalf of FoMLK for improvements to the property, with the FoMLK maintaining the responsibility for researching and preparing the application(s).

11. For communication purposes, FoMLK representatives include: Michael Guster, Ryan Saddler, Shirleen Martin, and Pastor Rogers Kirk.

Dated this _____ day of April, 2021.

Friends of Martin Luther King (FoMLK)

City of Davenport

Michael Guster, President
501 Brady Street
Davenport, Iowa, 52801

Mike Matson, Mayor
226 W. 4th Street
Davenport, Iowa 52801







City of Davenport

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

Action / Date
4/14/2021

Subject:

Resolution of support for the City's application to the State's Community Catalyst Building Remediation Grant Program for 1600 Harrison Street (Celebrity Styles, petitioner). [Ward 4]

Recommendation:

Adopt the Resolution.

Background:

Recently the Iowa Economic Development Authority (IEDA) began offering the Community Catalyst Building Remediation Grant Program as a way to assist communities with the redevelopment of a key structure to stimulate economic growth or reinvestment. It provides the community with up to \$100,000 and is a competitive annual process. Though aimed primarily at cities and towns with a population of under 1,500, the State will review projects from larger towns.

Depending upon fund availability, the IEDA accepts pre-applications in January and then invites those meeting a minimum scoring threshold to submit a final application mid-April. Decisions are expected to be announced June 1.

As the first attempt at this and based upon the scoring criteria, staff informally solicited projects last fall from three economic development geographic areas: Rockingham, Washington, and Hilltop. In addition to the scoring factors, the fact that Constance and Lonnie Westerfield had just bought the former Greatest Grains property (which closed in summer 2019) made perfect sense in terms of timing.

The Westerfields have operated Celebrity Styles in the Hilltop Campus Village for a decade and have outgrown their current location on Brady Street. In addition to growing their business, the building at 1600 Harrison will also house Woke Coffee, which will also feature organic smoothies and a juice bar. The owners anticipate over \$500k will be invested in the acquisition and redevelopment of the project with 10-15 new jobs added.

Matching or in-kind assistance from the community is required and would be satisfied with Urban Revitalization Tax Exemption and possible awards through the City's Commercial DREAM and Small Business Development Programs.

The final application is due April 16 and requires a letter from the Mayor reflecting the Council's support for the project. Approval of this action will authorize the Mayor and staff to execute the necessary documents to apply for the grant.

ATTACHMENTS:

Type	Description
□ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Admin, Default	Approved	4/6/2021 - 8:27 AM

Committee

Resolution No. _____

Resolution offered by Alderman Gripp.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION of support for the City's application to the State's Community Catalyst Building Remediation Grant Program for 1600 Harrison Street (Celebrity Styles, petitioner).

WHEREAS, the Iowa Economic Development Authority (IEDA) has invited the City to make a final application through the Community Catalyst Building Remediation Grant Program for 1600 Harrison Street on behalf of the Celebrity Styles redevelopment project; and,

WHEREAS, the property at 1600 Harrison Street was last occupied nearly two years ago (as Greatest Grains) and is a prominent location in the Hilltop Campus Village; and,

WHEREAS, the property was recently acquired by Constance and Lonnie Westerfield who intend to expand their current Hilltop business, Celebrity Styles Wigs and Accessories, and lease space to Woke Coffee, which will serve organic smoothies and feature a juice bar; and,

WHEREAS, the City of Davenport seeks to reactivate this critical vacant property in the Hilltop area and is supportive of this redevelopment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that they support the proposed redevelopment project and application to the IEDA for the Community Catalyst Building Remediation Grant Program and hereby authorize the Mayor, the City Administrator, and her staff to execute documents necessary to accomplish this.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

Action / Date
4/14/2021

Subject:

First Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding East 56th Street along both sides from Utica Ridge Road east to the City limits. [Ward 6]

Recommendation:

Adopt the Ordinance.

Background:

Both the City of Davenport and City of Bettendorf would like to convert East 56th Street (Utica Ridge Road to 18th Street in Bettendorf) to a 3-lane road. There are numerous driveways and side streets in this corridor so a continuous 2-way left turn lane would help ease congestion that might occur behind a driver waiting to turn left. All parking would need to be removed for this to be painted as a 3-lane road.

We have also had complaints about parked cars causing congestion and making it difficult to exit business driveways with cars parked across the street. All of the businesses in this area have ample off-street parking so this change should not cause a hardship. The road would be painted as soon as possible after the installation of the no parking signs.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:02 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:02 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:40 PM

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING EAST 56TH STREET ALONG BOTH SIDES FROM UTICA RIDGE ROAD EAST TO THE CITY LIMITS.

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

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

East 56th Street along both sides from Utica Ridge Road east to the City limits.

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

Action / Date
4/14/2021

Subject:

Resolution approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 24, 2021 6:00 a.m. - 11:00 p.m.; **Closures:** River Street between McClellan Boulevard and East 11th Street; East 11th Street between River Street and Jersey Ridge Road. [Ward 6]

Quad Cities River Bandits; Race to Home 5K; Saturday, August 21, 2021 8:30 a.m. - 10:00 a.m.; **Closures:** 8:30 a.m. - 9:15 a.m. 2nd Street from Western Avenue to Gaines Street/Centennial Bridge; 8:30 a.m. - 9:30 a.m. easternmost northbound lane on the Centennial Bridge; 9:00 a.m. - 10:00 a.m. Riverfront Trail from the Arsenal Bridge to Modern Woodmen Park. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Per the City's Special Events Policy, City Council will approve street/lane/public grounds closures based on the recommendation of the Special Events Committee.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	The Heights of the Era Information
▣ Backup Material	Race to Home 5K Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/1/2021 - 8:40 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving street, lane, or public ground closures on the listed dates and times to hold outdoor events.

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

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

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

*Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 24, 2021 6:00 a.m. - 11:00 p.m.; **Closures:** River Street between McClellan Boulevard and East 11th Street; East 11th Street between River Street and Jersey Ridge Road. [Ward 6]*

*Quad Cities River Bandits; Race to Home 5K; Downtown; Saturday, August 21, 2021 8:30 a.m. - 10:00 a.m.; **Closures:** 8:30 a.m. - 9:15 a.m. 2nd Street from Western Avenue to Gaines Street/Centennial Bridge; 8:30 a.m. - 9:30 a.m. easternmost northbound lane on the Centennial Bridge; 9:00 a.m. - 10:00 a.m. Riverfront Trail from the Arsenal Bridge to Modern Woodmen Park. [Ward 3]*

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

To: City of Davenport Iowa

**Application for Special Event
Road Closure
Noise Variance
July 24, 2021**

Submission Date: March 30, 2021

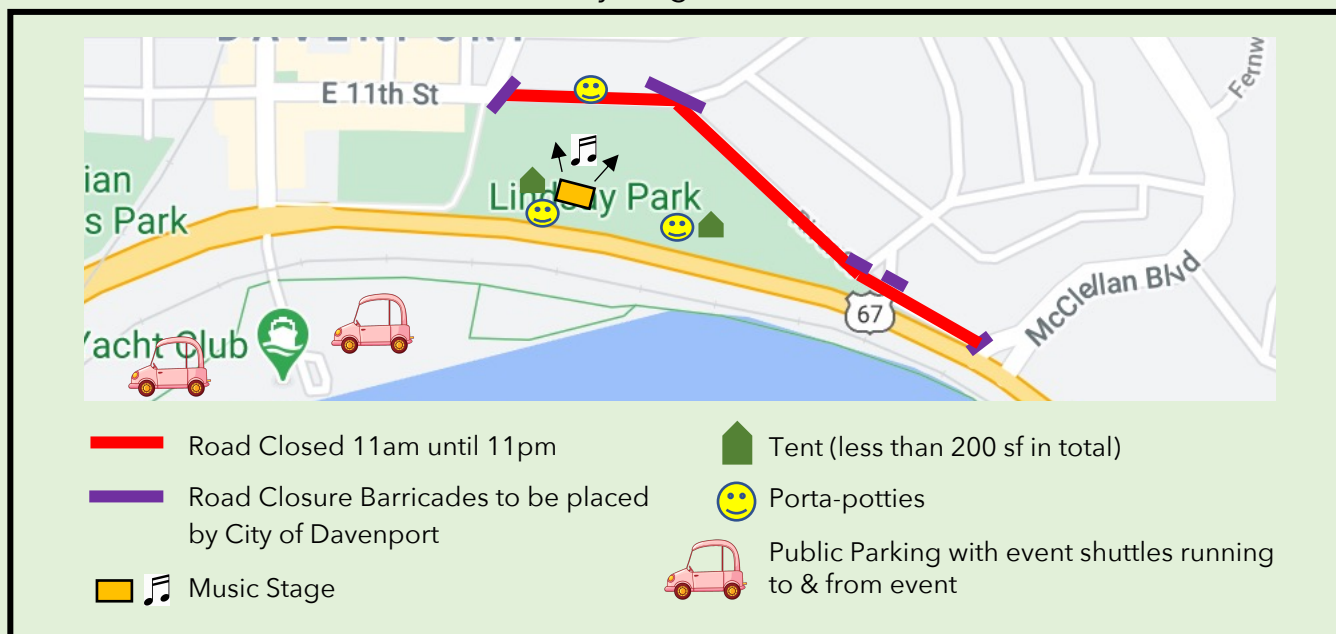
THE HEIGHTS OF THE ERA

**Festival on the Lawn
Lindsay Park
July 24 Noon until 10:30pm**



For safety & privacy of residents, we are requesting that the City close the following streets from 6am until 11pm on event day - Saturday July 24:

- River St between McClellan Blvd & E. 11th St
- E. 11th St between River St & Jersey Ridge

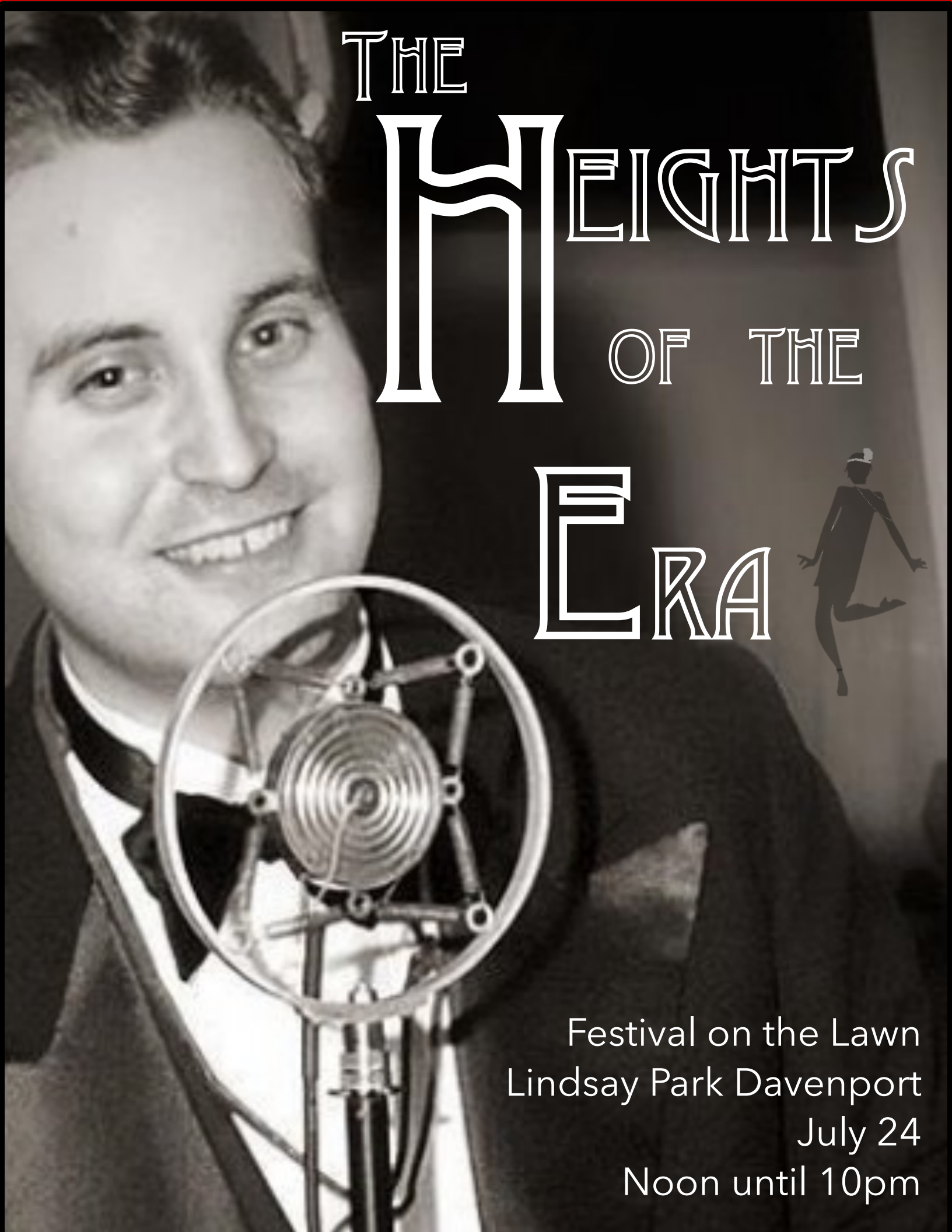


Live music will be performed on the stage in the styles of 1910s -1920s Dixieland, Ragtime, O Brother Where Art Thou style Bluegrass, Barbershop Quartet, A Cappella, and Traditional Irish. The entire day will also be broadcast live on WVIK 90.3FM.

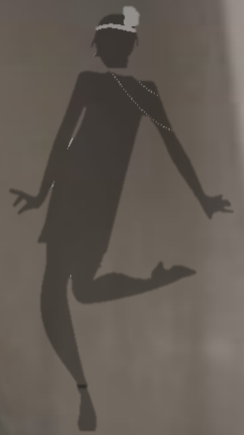
All neighborhood residents with addresses on the streets for which we are applying be closed, have been personally informed on March 27, of our Street Closure Application, and also of the timing of the music in the park (Noise Variance Application).

Each resident has indicated their approval with their signature on the attached Neighbor Notice Signatures document (slides 4, 5, 6 of this document), or if they were not at home, were provided the information (slide 2 & 3 of this document) left in their mailbox on Saturday March 27.

The Village Business Association (President Kim Wessel) has also been informed of our Application and plans and has confirmed there is no conflict, and has also stated on behalf of the Village Business Association, excitement for the event as it will bring an influx of business to the establishments in the Village of East Davenport.



THE HEIGHTS OF THE ERA



Festival on the Lawn
Lindsay Park Davenport
July 24
Noon until 10pm

Mr. James Huiskamp & Stephanie,

2516 E River Drive

YOU are formally invited as our VIP Guest at

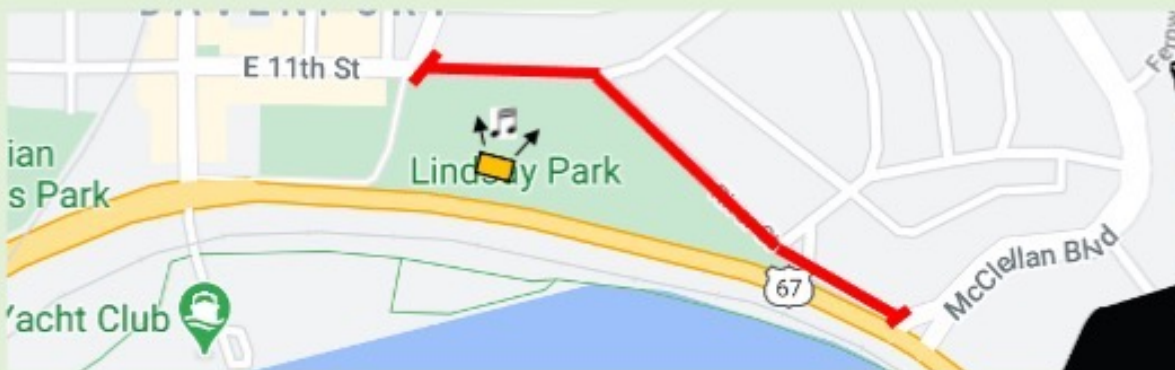
THE HEIGHTS OF THE ERA



**Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm**

For safety & privacy of residents, we are requesting that the City close the following streets from 6am until 11pm on event day - Saturday July 24:

- River St between McClellan Blvd & E. 11th St
- E. 11th St between River St & Jersey Ridge



- Road Closed 11am until 11pm
- Music Stage

Live music will be performed on the stage in the styles of 1910s -1920s Dixieland, Ragtime, O Brother Where Art Thou style Bluegrass, Barbershop Quartet, A Cappella, and Traditional Irish. The entire day will also be broadcast live on WVIK 90.3FM.

If you have any questions about this event, please chime!

MyButler @ misterbutler.com



THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

James Huiskamp
2516 E River Dr

Mr & Mrs Wine
2500 E River Dr

Marcia Hartman
2446 E River Dr

not
home
but deliver
to mailbox

Michelle Wolff & Derek Jones
2440 E River Dr

Mr & Mrs Willert
2434 E River Dr

Jennifer & Timothy Chen
2422 E River Drive

Karen Rohlf
2412 E River Dr

THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

Kinker household
15 Hillcrest Ave

not here
vacant
delivered
to mailbox

Margaret Hickerson
2 Hillcrest Ave

Margaret A. Hickerson

not home
but delivered
thru mailbox

Mr & Mrs Harrison
2342 E 11th St

not home
but delivered
thru mailbox

Mr & Mrs Decker
2340 E 11th St

Mr & Mrs Boling
2336 E 11th St

MB

not home
but delivered
into mailbox

DeWitt household
2328 E 11th St

Robert DeBorde & Maria Valdez
2322 E 11th St

Robert DeBorde

THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

Todd Theis
2316 E 11th St

Todd Theis

Mary Arp
2312 E 11th St

not home
but delivered
to mailbox



City of Davenport

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

Action / Date
4/14/2021

Subject:

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

J&M Displays Inc; Fireworks after Quad City River Bandits games; Modern Woodmen Park | 209 South Gaines Street; various dates May through September, 2021 (see attached list); Fireworks, over 50 dBA. [Ward 3]

Figge Art Museum; Art at Heart Gala; Figge Plaza | 225 West 2nd Street; Saturday, June 26, 2021 3:00 p.m. - 11:00 p.m.; Outdoor music, over 50 dBA. [Ward 3]

The Project of the Quad Cities; Red Ribbon Gala; Lindsay Park | 2200 East 11th Street; Saturday, June 26, 2021 5:00 p.m. - 11:00 p.m.; Outdoor music, over 50 dBA. [Ward 6]

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; Saturday, July 24, 2021 12:00 p.m. - 10:30 p.m.; Outdoor music, over 50 dBA. [Ward 6]

Sacred City Church; 10 Year Anniversary; 2822 Eastern Avenue (Annie Wittenmyer); Friday, August 13, 2021 6:00 p.m. - 10:00 p.m. and Sunday, August 15, 2021 9:30 a.m. - 12:30 p.m.; Outdoor music, over 50 dBA. [Ward 5]

Tyler Mitchell; Bags and Brews; Lindsay Park | 2200 East 11th Street; Saturday, August 28, 2021 12:00 p.m. - 5:00 p.m.; Outdoor music, over 50 dBA. [Ward 6]

Recommendation:
Pass the Motion.

Background:

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

ATTACHMENTS:

Type	Description
▢ Backup Material	QC River Bandits Fireworks Dates
▢ Backup Material	QC River Bandits Fireworks Map
▢ Backup Material	Art at Heart Gala Site Map
▢ Backup Material	Red Ribbon Gala Map
▢ Backup Material	The Heights of the Era Information
▢ Backup Material	Sacred City Church Site Map
▢ Backup Material	Bags and Brews Site Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/1/2021 - 8:39 AM

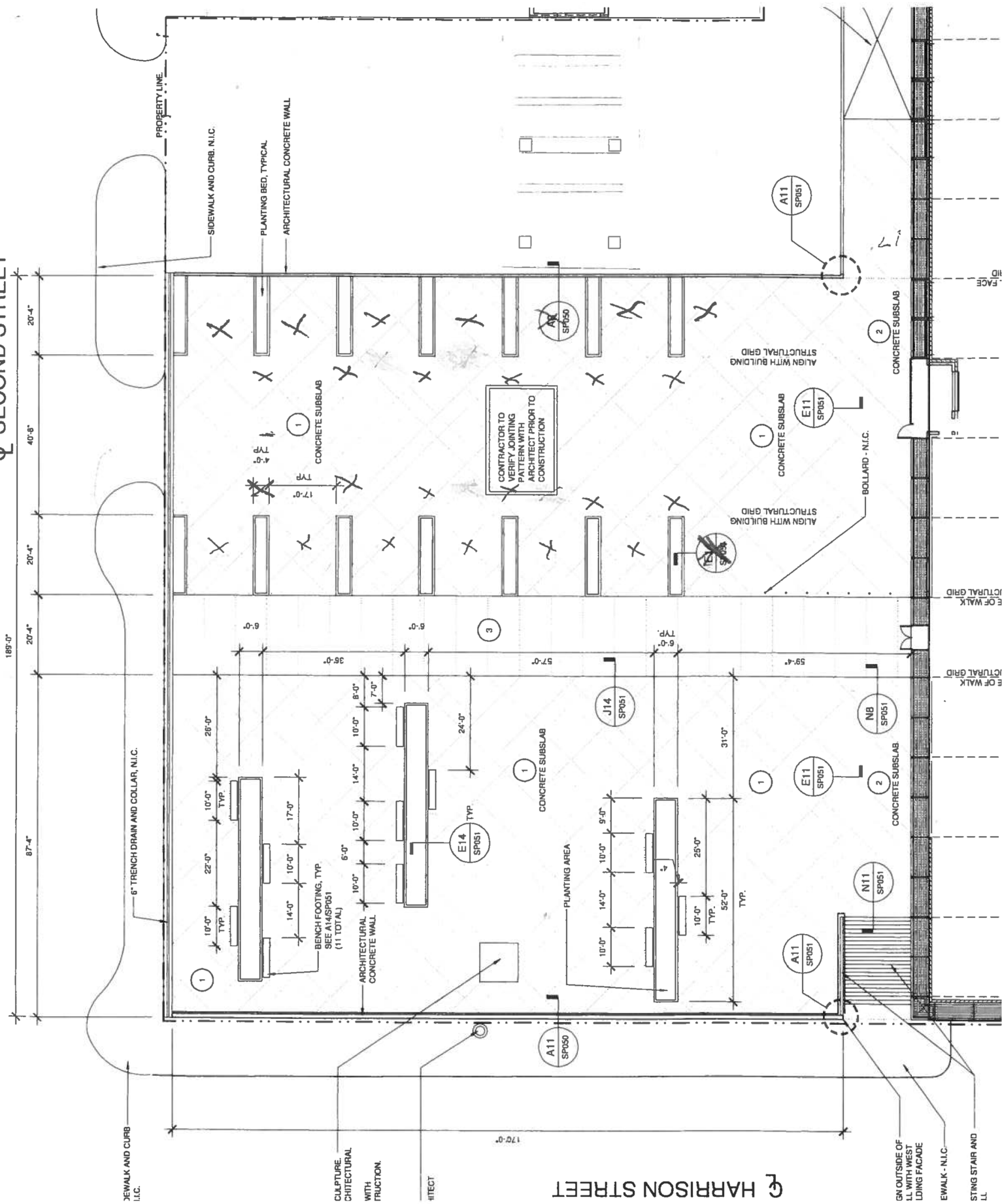
Quad City River Bandits
2021 Baseball
Fireworks Dates

Friday, May 14th, 2021
Friday, June 4th, 2021
Friday, June 18th, 2021
Friday, July 2nd, 2021
Sunday, July 4th, 2021
Friday, July 23rd, 2021
Friday, July 30th, 2021
Wednesday, August 11th, 2021
Friday, August 13th, 2021
Friday, August 27th, 2021
Friday, September 10th, 2021
Friday, September 17th, 2021

And any additional dates to be added
Katie & Steve Baumer
(563) 370-7697



Q SECOND STREET



A: Check In

B: Bar Trailer

C: Food Prep Tent

D: Stage

E: Dance Floor

F: Main Tent

G: Band Green Room Tent

H: Restrooms (Requires Water)



To: City of Davenport Iowa

**Application for Special Event
Road Closure
Noise Variance
July 24, 2021**

Submission Date: March 30, 2021

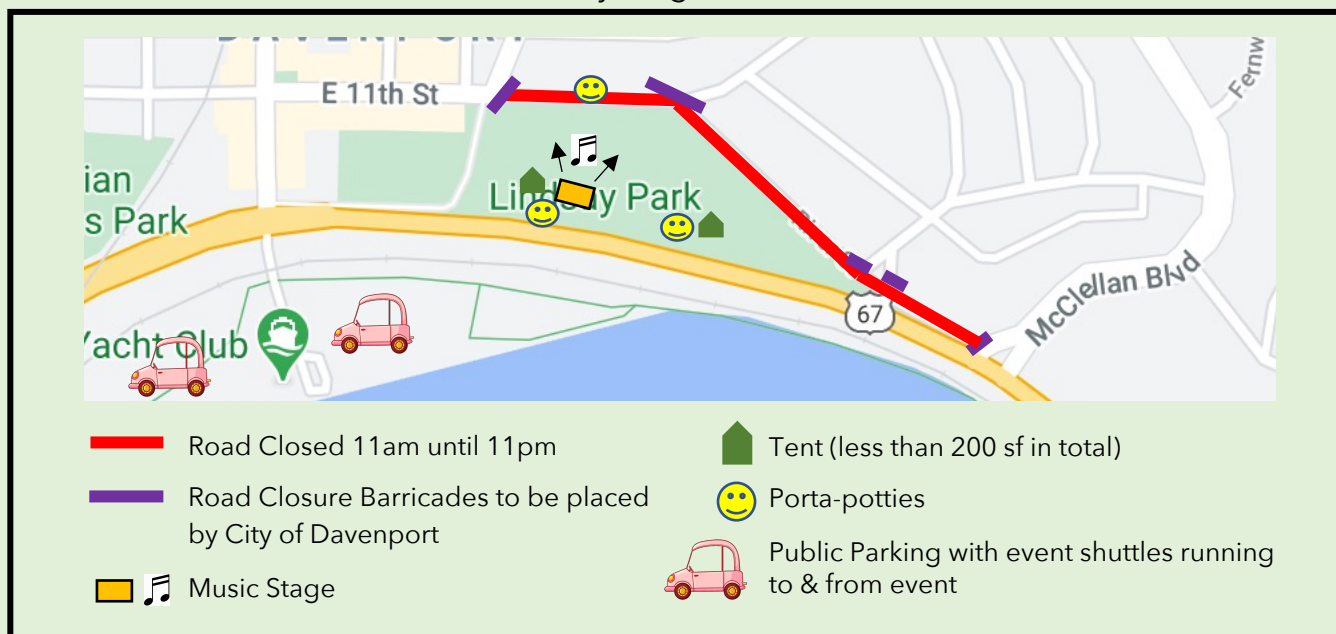
THE HEIGHTS OF THE ERA

**Festival on the Lawn
Lindsay Park
July 24 Noon until 10:30pm**



For safety & privacy of residents, we are requesting that the City close the following streets from 6am until 11pm on event day - Saturday July 24:

- River St between McClellan Blvd & E. 11th St
- E. 11th St between River St & Jersey Ridge

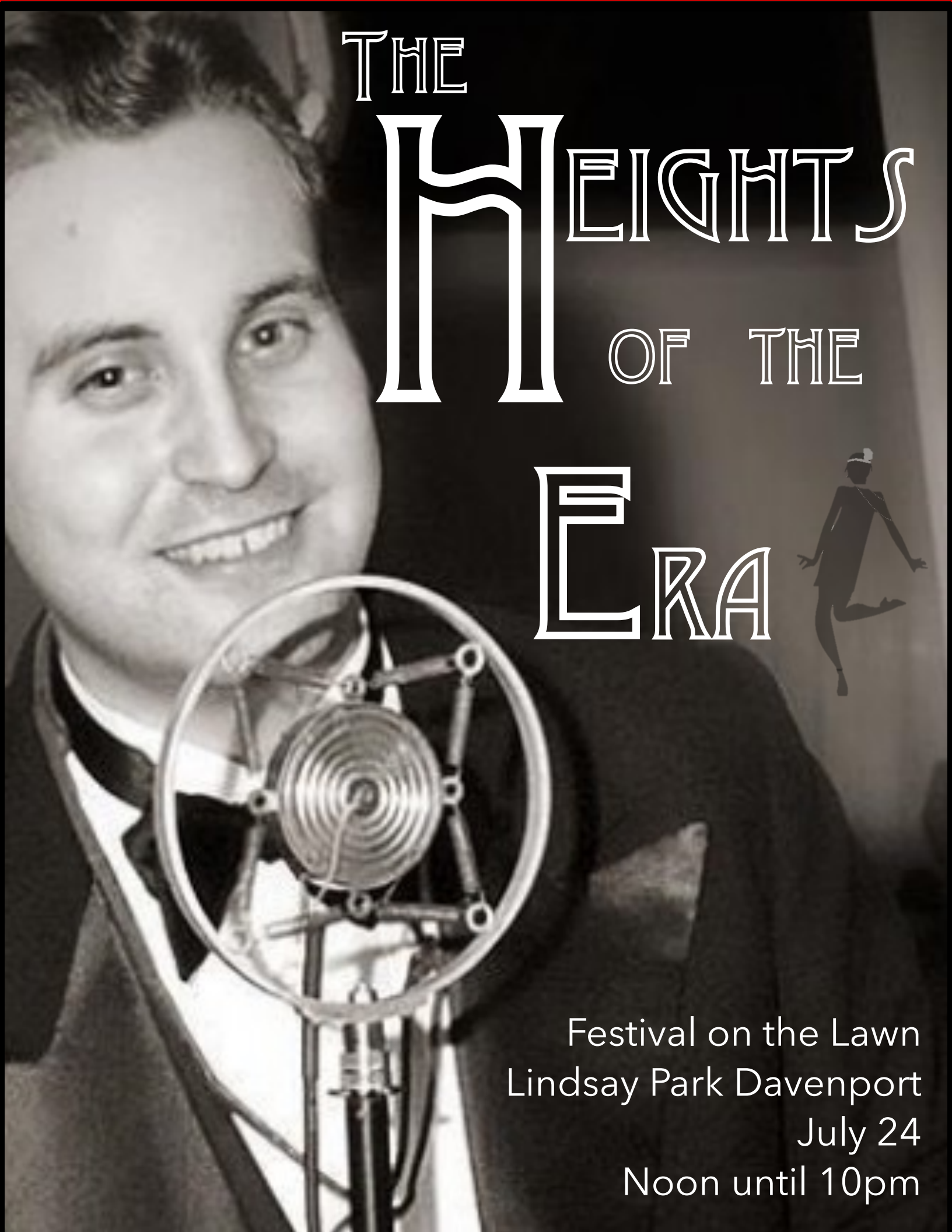


Live music will be performed on the stage in the styles of 1910s -1920s Dixieland, Ragtime, O Brother Where Art Thou style Bluegrass, Barbershop Quartet, A Cappella, and Traditional Irish. The entire day will also be broadcast live on WVIK 90.3FM.

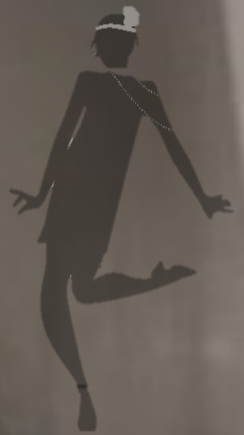
All neighborhood residents with addresses on the streets for which we are applying be closed, have been personally informed on March 27, of our Street Closure Application, and also of the timing of the music in the park (Noise Variance Application).

Each resident has indicated their approval with their signature on the attached Neighbor Notice Signatures document (slides 4, 5, 6 of this document), or if they were not at home, were provided the information (slide 2 & 3 of this document) left in their mailbox on Saturday March 27.

The Village Business Association (President Kim Wessel) has also been informed of our Application and plans and has confirmed there is no conflict, and has also stated on behalf of the Village Business Association, excitement for the event as it will bring an influx of business to the establishments in the Village of East Davenport.



THE HEIGHTS OF THE ERA



Festival on the Lawn
Lindsay Park Davenport
July 24
Noon until 10pm

Mr. James Huiskamp & Stephanie,

2516 E River Drive

YOU are formally invited as our VIP Guest at

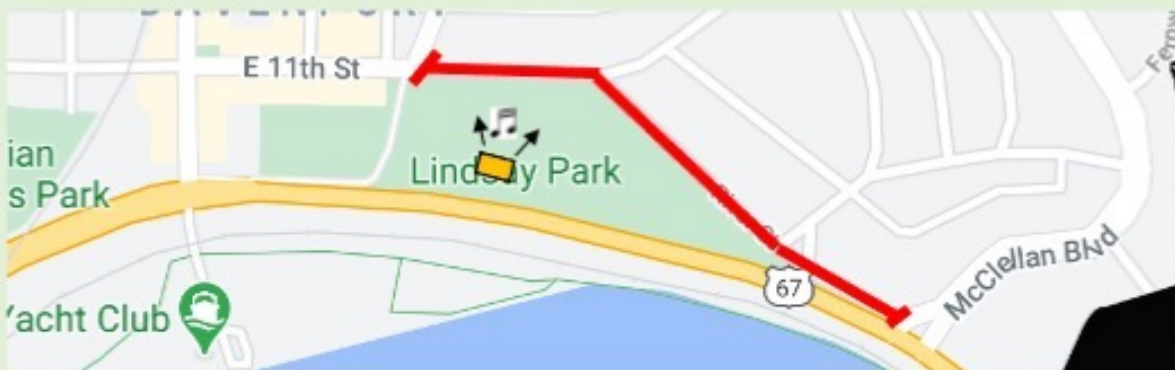
THE HEIGHTS OF THE ERA



**Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm**

For safety & privacy of residents, we are requesting that the City close the following streets from 6am until 11pm on event day - Saturday July 24:

- River St between McClellan Blvd & E. 11th St
- E. 11th St between River St & Jersey Ridge



- Road Closed 11am until 11pm
- Music Stage

Live music will be performed on the stage in the styles of 1910s -1920s Dixieland, Ragtime, O Brother Where Art Thou style Bluegrass, Barbershop Quartet, A Cappella, and Traditional Irish. The entire day will also be broadcast live on WVIK 90.3FM.

If you have any questions about this event, please chime!

MyButler @ misterbutler.com



THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

James Huiskamp
2516 E River Dr

Mr & Mrs Wine
2500 E River Dr

Marcia Hartman
2446 E River Dr

not
home
but deliver
to mailbox

Michelle Wolff & Derek Jones
2440 E River Dr

Mr & Mrs Willert
2434 E River Dr

Jennifer & Timothy Chen
2422 E River Drive

Karen Rohlf
2412 E River Dr

THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

Kinker household
15 Hillcrest Ave

not here
vacant
delivered
to mailbox

Margaret Hickerson
2 Hillcrest Ave

Margaret A. Hickerson

not home
but delivered
thru mailbox

Mr & Mrs Harrison
2342 E 11th St

not home
but delivered
thru mailbox

Mr & Mrs Decker
2340 E 11th St

Mr & Mrs Boling
2336 E 11th St

MB

not home
but delivered
into mailbox

DeWitt household
2328 E 11th St

Robert DeBorde & Maria Valdez
2322 E 11th St

Robert DeBorde

THE
HEIGHTS
OF THE
ERA



VIP
NEIGHBOR
INVITE

Festival on the Lawn
Lindsay Park
July 24 Noon until 10pm

Please sign here so we know you have received your invitation & notification:

Todd Theis
2316 E 11th St

Todd Theis

Mary Arp
2312 E 11th St

not home
but delivered
to mailbox



2822 Eastern Ave,
Davenport, IA 52803



Sacred City
Church Offices

Eastern Ave



Iowa East Central Train

2800



Family Resources

Eastern Ave



City of Davenport

Department: Finance
Contact Info: Jamie Swanson | 563-326-7737

Action / Date
4/14/2021

Subject:
Motion approving beer and liquor license applications.

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

Ward 7

Ganzo's (Ganzo's, LTD) – Cinco de Mayo/Nacho 5K Run - 3923 N Marquette - Outdoor Area - License Type: Class C Liquor

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

Ward 1

Courtyard (River Music Experience) – 121 W 2nd St - Outdoor Area - License Type: Class C Liquor

QC Mart (Bethany Enterprises, Inc) - 2747 Rockingham Rd - License Type: Class C Beer

Ward 3

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

Endless Brews (Endless Brews, LLC) - 310 N Main St - License Type: Class B Beer

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

Ward 6

Los Agaves Mexican Grill (Los Agaves, Inc) - 4882 Utica Ridge Rd - Outdoor Area - License Type: Class C Liquor

Your Pie (The Gizzeria Group, Inc) - 4520 E 53rd St - Outdoor Area - License Type: Beer/Wine

Ward 7

Azteca Mexican Restaurant (Azteca Mexican Restaurant, Inc) - 4811 N Brady Ste 3 - Outdoor Area - License Type: Class C Liquor

Sanchos (Lorbil Enterprises, Inc) - 307 E Geo Wash Blvd - License Type: Class C Liquor

Ward 8

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

QC Marts (Bethany Enterprises, Inc) - 6807 Northwest Blvd - License Type: Class C Beer

Recommendation:

Pass the Motion.

Background:

These applications have been reviewed by the Police, Fire, and Zoning departments.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	4/1/2021 - 9:13 AM
Finance Committee	Merritt, Mallory	Approved	4/1/2021 - 9:13 AM
City Clerk	Admin, Default	Approved	4/1/2021 - 11:48 AM

City of Davenport

Department: Public Works Committee
Contact Info: Marla Miller | 563-888-2099

Action / Date
4/14/2021

Subject:

Resolution approving the FY 2022 Iowa Department of Transportation State Transit Assistance (STA) Grant application in the amount of \$447,963. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Each state fiscal year, the Iowa Department of Transportation has provided financial operating assistance to Davenport public transit. This year the City is requesting to apply for the STA Grant in the amount of \$447,963 for FY 2022 general operations.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Authorizing Resolution for signature

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	4/1/2021 - 10:21 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the FY 2022 Iowa Department of Transportation State Transit Assistance (STA) Grant application in the amount of \$447,963.

WHEREAS, the Iowa Department of Transportation provides financial operating assistance for City of Davenport public transit.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the FY 2022 Iowa Department of Transportation State Transit Assistance Grant application is hereby approved.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk



Authorizing Resolution

We, hereby, authorize Mayor Mike Matson

(Name of Authorized Signatory)

on behalf of City of Davenport/CitiBus

(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

2.76 % of formula funds;

\$ _____ of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ _____

From statewide federal capital assistance for transit:

\$ 447,963

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Davenport/CitiBus

(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 14th day of April, 2021

Name: City of Davenport, Iowa

(Applicant's Governing Body)

By: _____

(Signature of Chief Executive Officer)

Title: Mayor

Address: 226 West 4th Street, Davenport, Iowa 52801

Telephone: 563-326-7711

City of Davenport

Department: Public Works - Engineering
Contact Info: Brian Schadt | 563-326-7786

Action / Date
4/14/2021

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program for the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street and the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street, CIP #35038. [Wards 4 & 5]

Recommendation:

Adopt the Resolution.

Background:

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

The City received and has accepted two petitions for this work. The first alley is the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street. The second alley is the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street. The program cost for both alleys is currently estimated at \$160,200 and is budgeted in CIP #35038. Due to the assessments, half of the project expense would eventually be recouped by the City. State law requires that certain Council actions regarding the assessment procedure must precede the bid letting date.

ATTACHMENTS:

Type	Description
 Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:06 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:06 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 12:24 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program for the east-west alley between West 16th Street and West 15th Street from Myrtle Street to 1521 Marquette Street and north-south from West 15th Street to West 16th Street and the east-west alley between Pershing Avenue and Iowa Street from East Columbia Avenue to East Garfield Street, CIP #35038.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the 2021 Alley Resurfacing Program, CIP #35038; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that, said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the 2021 Alley Resurfacing Program Street from East Columbia Avenue to East Garfield Street, CIP #35038.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering

Contact Info: Nick Schmuecker | 563-327-5162

Action / Date

4/14/2021

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Marquette Street and West 12th Street Reconstruction projects, CIP #35046. [Wards 3 & 4]

Recommendation:

Adopt the Resolution.

Background:

The stretch of Marquette Street between West 12th Street and West 5th Street is a high priority replacement need due to its poor condition and relatively high traffic level. To optimize the construction window, West 12th Street from Marquette Street to west of Myrtle Street will be replaced as well. Marquette Street will utilize a hot mix asphalt (HMA) inlay which utilizes existing concrete curb and gutter with new HMA placed as the roadway pavement. West 12th Street will remove and replace the concrete pavement.

The project is scheduled to be bid yet this spring with construction to be complete before the end of the CY 2021 construction season. Funding for the Marquette Street and West 12th Street Reconstruction project is established within CIP #35046. The current estimate is \$1,690,000.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:07 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:07 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 1:05 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Marquette Street and West 12th Street Reconstruction projects, CIP #35046.

WHEREAS, on the 30th day of March, 2021, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Marquette Street and West 12th Street Reconstruction projects; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said Marquette Street and West 12th Street Replacement projects.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering

Contact Info: Nick Schmuecker | 563-327-5162

Action / Date

4/14/2021

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the West Lombard Street Resurfacing project, CIP #35046. [Ward 5]

Recommendation:

Adopt the Resolution.

Background:

The stretch of West Lombard Street between Brady Street and Harrison Street was selected for resurfacing by the City's pavement management program due to good overall structure but in need of a new top layer of pavement. This project will remove and replace the top few inches of asphalt while preserving the underlying pavement layers.

The project is scheduled to be bid yet this spring with construction to be complete before the end of the CY 2021 construction season. Funding for the West Lombard Street Resurfacing project is established within CIP #35046. The current estimate is \$195,000.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:07 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:07 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 12:40 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the West Lombard Street Resurfacing project, CIP #35046.

WHEREAS, on the 26th day of March, 2021, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the West Lombard Street Resurfacing project, CIP #35046.

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

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

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Engineering
Contact Info: Jen Walker | 563-326-6168

Action / Date
4/14/2021

Subject:

Resolution approving the plans, specifications, form of contract, and estimate of cost for the Downtown Lighting Power Source project, CIP #60018. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

Resolution 2018-451 approved a Downtown Streetlight Replacement Program, a joint effort between the City and the Downtown Davenport Partnership. Updating all ornamental streetlights located in the Downtown Davenport Self-Supported Municipal District (SSMID) was completed in 2020, and the City has since assumed maintenance responsibilities of said streetlights. The final objective of Resolution 2018-451 was for the City to “continue to make reasonable efforts to transition existing street lighting to the public electricity grid (“City Grid”) when possible.”

There are 33 locations in the SSMID where anywhere from two to 19 ornamental streetlights (209 lights in total) are powered from inside a building. When a building becomes vacant or occupants unknowingly flip a switch or breaker off, an area or entire block becomes dark; this is a public safety concern. The City engaged an electrical engineer to design methods to transition all 33 locations onto the City Grid. The total engineer’s estimate of probable construction costs for all locations is \$307,901.

Council currently allocates \$35,000 per year in the six-year budget. Staff proposes to bid the work in increments renewable up to three years, subject to available budget.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Moses, Trish	Approved	3/31/2021 - 11:08 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:08 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 12:39 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Downtown Lighting Power Source project, CIP #60018.

WHEREAS, plans, specifications, form of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Downtown Lighting Power Source project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that said plans, specifications, form of contract, and estimate of cost are hereby approved for said Downtown Lighting Power Source project.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Nicole Gleason | 563-327-5150

Action / Date
4/14/2021

Subject:

Resolution approving the contract for the CY 2021 Sidewalk Program with Americore LLC of Blue Grass, Iowa, CIP #28025. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

On March 12, 2021, an Invitation to Bid was issued and sent to contractors. The Purchasing Division opened and read two bids on March 29, 2021. See bid tab attached.

Americore LLC of Blue Grass, Iowa was the lowest responsive and responsible bid received. They have performed work for the Public Works Department in the past.

This sidewalk program will be used to repair existing sidewalks throughout the City. Locations are based on citizens that have elected to utilize the 50/50 cost share program.

Funding for this program is from the CIP Creating Connections Program, 70628681 530350 28025, with an amount of \$200,000 budgeted for the FY 2021 budget.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 4:25 PM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 4:25 PM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:09 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract CY 2021 Sidewalk Program with Americore LLC of Blue Grass, Iowa and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the CY 2021 Sidewalk Program; and

WHEREAS, Americore LLC was the lowest responsive and responsible bidder submitting a bid.

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

1. the contract for the CY 2021 Sidewalk Program with Americore LLC of Blue Grass, Iowa is approved; and
2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements;

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: CY21 SIDEWALK PROGRAM

BID NUMBER: 21-88

OPENING DATE: MARCH 29, 2021

GL ACCOUNT NUMBER: 70628681 530350 28025 CREATING CONNECTIONS
PROGRAM

RECOMMENDATION: AWARD THE BID TO AMERICORE LLC OF
BLUE GRASS IA

<u>VENDOR NAME</u>	<u>PRICE</u>
Americore LLC of Blue Grass IA	\$170,730
Kelly Construction of Davenport Inc of Davenport IA	\$214,107

Approved By Krista Keller 3-31-2021
Purchasing Date

Approved By Nicole Gleason 3-31-2021
Department Director Date

Approved By Brandi Coy 3-31-21
Budget/CIP Date

Approved By Mallory S. Wemitt 3/31/2021
Assistant Finance Director Date

City of Davenport

Department: Public Works - Admin
Contact Info: Rich Oswald | 563-326-6115

Action / Date
4/14/2021

Subject:

Resolution setting the vacant or abandoned building registration fee at \$25.00. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

Chapter 8.18 of the Davenport Municipal Code requires buildings that meet the definition of vacant or abandoned be registered with the City. Based on current inspections completed by City Staff, 372 properties are presumed vacant or abandoned.

Approval of this Resolution will set the vacant or abandoned building registration fee at \$25.00.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 1:22 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting the vacant or abandoned building registration fee at \$25.00.

WHEREAS, Chapter 8.18 of the Davenport Municipal code requires buildings that meet the definition of vacant or abandoned be registered with the City; and

WHEREAS, based on current inspections completed by City staff, 372 properties are presumed vacant or abandoned.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the vacant or abandoned building registration fee is \$25.00.

Passed and approved this 14th day of April 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Nicole Gleason | 563-327-5150

Action / Date
4/14/2021

Subject:

Resolution approving the contract for the purchase of Hot Mix Asphalt - 2021 Construction Season from Tri City Blacktop Inc of Bettendorf, Iowa, CIP #35051 (FY 2021) and #35056 (FY 2022). [All Wards]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued and sent to vendors on March 5, 2021. On March 26, 2021, the Purchasing Division opened and read one responsive and responsible bid. See bid tabulation attached.

This is a contract to purchase Hot Mix Asphalt the balance of FY 2021 and beginning of FY 2022 for the 2021 construction season. Tri City Blacktop Inc of Bettendorf, Iowa was the lowest responsive and responsible bidder. Hot Mix Asphalt materials are used by Street Division's asphalt paving crew to resurface sealcoat and asphalt streets under our Neighborhood Asphalt Program.

Funding for purchases under this contract are from the Local Option Sales Tax.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 3:59 PM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 3:59 PM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:17 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the purchase of Hot Mix Asphalt – 2021 Construction Season from Tri City Blacktop Inc of Bettendorf, Iowa and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to purchase Hot Mix Asphalt for the 2021 construction season; and

WHEREAS, Tri City Blacktop Inc was the lowest responsive and responsible bidder submitting a bid.

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

1. the contract for the purchase of Hot Mix Asphalt for the 2021 construction season from Tri City Blacktop Inc of Bettendorf, Iowa is approved; and
2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: HOT MIX ASPHALT FOR 2021 CONSTRUCTION SEASON

BID NUMBER: 21-84

OPENING DATE: MARCH 26, 2021

GL ACCOUNT NUMBER: 70075675 530350 35056 2021 ASPHALT

RECOMMENDATION: AWARD THE BID TO TRI CITY BLACKTOP INC. OF
BETTENDORF IA

<u>VENDOR NAME</u>	<u>PRICE PER TON</u>
Tri City Blacktop Inc. of Bettendorf IA	\$51.00

Approved By *Briti Keller* *3-30-2021*
Purchasing Date

Approved By *Nicole Gleason* *3-30-21*
Department Director Date

Approved By *Brauli Coz* *3-30-21*
Budget/CIP Date

Approved By *Mallory J. Hemitt* *3/30/2021*
Assistant City Administrator Date

City of Davenport

Department: Public Works - Engineering
Contact Info: Eric Gravert | 563-327-5125

Action / Date
4/14/2021

Subject:

Resolution accepting work completed under the Main St Landing (Quinlan Court) - Lighting and Electrical project by Shaw Electric, Inc of Davenport, Iowa. The project was completed with a final contract amount of \$314,923.97, CIP #68004. [Ward 3]

Recommendation:

Adopt the Resolution.

Background:

This contract was for the electrical work for the Quinlan Court flex space improvements. The project included all labor and materials to install an electrical system, overhead catenary poles, light fixtures, and lights.

The project was completed in accordance with the City of Davenport requirements with a final amount of \$314,923.97 from CIP #68004.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	4/1/2021 - 10:21 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION accepting work completed under the Main St Landing Phase III – Lighting and Electrical project by Shaw Electric, Inc of Davenport, Iowa.

WHEREAS, the City of Davenport entered into a contract with Shaw Electric, Inc for construction work; and

WHEREAS, work on the project has been satisfactorily completed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Main St Landing Phase III – Lighting and Electrical project is hereby accepted.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Nicole Gleason | 563-327-5150

Action / Date
4/7/2021

Subject:

Resolution approving the contract for the overhaul of Caterpillar generator engine #2 at the Water Pollution Control Plant with Altorfer Inc of Davenport, Iowa in the amount of \$110,615. [All Wards]

Recommendation:

Adopt the Resolution,

Background:

This is a sole source purchase request to award Altorfer Inc of Davenport, Iowa the overhaul of Caterpillar generator engine #2 at the Water Pollution Control Plant. Altorfer is the authorized Caterpillar dealer for Davenport.

The generators provide electrical power at the Water Pollution Control Plant. They provide back up electrical power as required by the Department of Natural Resources. They also provide heat for the process in the digester tanks.

Funding for this work is from the WPCP Machinery & Equipment Maintenance Account, from the WPCP fund.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 4:00 PM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 4:00 PM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:39 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the overhaul of Caterpillar generator engine #2 at the Water Pollution Control Plant with Altorfer Inc of Davenport, Iowa and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the overhaul of generator engine #2 at the Water Pollution Control Plant; and

WHEREAS, Altorfer Inc is the sole source dealer for Caterpillar engines in Davenport.

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

1. the contract for the overhaul of Caterpillar generator engine #2 at the Water Pollution Control Plant with Altorfer Inc of Davenport, Iowa is approved; and
2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Brian Schadt | 563-326-7786

Action / Date
4/14/2021

Subject:

Resolution approving the contract, subject to approval by the Iowa DNR, for the Gray Water Conversion project at the Water Pollution Control Plant with J L Brady Co of Moline, Illinois in the amount of \$210,000, CIP #39005. [Ward 1]

Recommendation:

Adopt the Resolution.

Background:

An Invitation to Bid was issued on January 29, 2021 and sent to contractors. On March 12, 2021, the Purchasing Division opened and read three responsive and responsible bids. See bid tab attached.

J L Brady was the lowest responsive and responsible bidder.

This project includes the installation of pump skids, plumbing, electrical, installation of water lines/abandonment of lines and new horizontally drilled 2-inch water line between the Raw Pump Building and the Control Building at the Water Pollution Control Plant.

This contract award is subject to the Iowa DNR approval of all bid documents. Veenstra & Kimm Inc has submitted this information to the DNR, and is anticipating approval. Funding for this project is from the SRF grant, CIP 71605675 530350 39005. The project is part of the UV Disinfection project.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 4:00 PM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 4:00 PM
City Clerk	Admin, Default	Approved	3/31/2021 - 5:30 PM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract, subject to approval by the Iowa DNR, for the Gray Water Conversion project at the Water Pollution Control Plant to J L Brady Co of Moline, Illinois and authorizing Mayor Mike Matson or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the Gray Water Conversion project at the Water Pollution Control Plant; and

WHEREAS, J L Brady Co was the lowest responsive and responsible bidder submitting a bid.

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

1. the contract, subject to Iowa DNR approval, for the Gray Water Conversion project at the Water Pollution Control Plant with J L Brady Co of Moline, Illinois is approved; and
2. Mayor Mike Matson or designee is authorized to sign and manage any related agreements.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: GRAY WATER CONVERSION PROJECT AT WATER
POLLUTION CONTROL PLANT

BID NUMBER: 21-68

OPENING DATE: MARCH 12, 2021

GL ACCOUNT NUMBER: 71605675 530350 39005 UV DISINFECTION

RECOMMENDATION: AWARD THE BID TO J L BRADY CO OF MOLINE IL

<u>VENDOR NAME</u>	<u>PRICE</u>
J L Brady Co. of Moline IL	\$210,000
Crawford Company of Rock Island IL	\$224,600
Modern Piping Inc of Cedar Rapids IA	\$309,000

Approved By *Krista Keller* 3-30-2021
Purchasing Date

Approved By *Heidi Cleason* 3-30-21
Department Director Date

Approved By *Braudi Coyn* 3-30-21
Budget/CIP Date

Approved By *Walter J. Merritt* 3/30/2021
Assistant City Administrator Date

City of Davenport

Department: Public Works - Admin
Contact Info: Tiffany Thorndike | 563-888-2066

Action / Date
4/14/2021

Subject:

Resolution supporting actions, strategies, and programs that promote energy, environmental, and climate change sustainability and resiliency. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

The Council shall continue to incorporate environmental resource conservation and protection and climate effect mitigation into City plans, actions, and the City Administrator's Work Plan and Operational and CIP budgets; continue collecting energy and resource use data; and set fiscally viable and sustainable goals to address and mitigate the causes and effects of climate change and environmental degradation.

The Council also commits to continue supporting actions, strategies, and programs that lower the emission of greenhouse gases and reduce the impact of City operations and infrastructure on the environment and air and water quality across departments, including but not limited to fleet management, facility management, purchasing, and stormwater and floodplain management.

The Council supports staff more effectively competing for grants and funding from governmental and non-governmental entities for environmental conservation and climate change resilience and supports adaptation actions that are in line with the above mentioned actions as they meet individual department objectives with a formal policy supporting operational and capital improvement plans and actions and making such actions an integral and acknowledged part of good governance and use of taxpayer funds.

The Council supports staff continuing to partner and collaborate with local, regional, and state agencies, non-governmental and non-profit organizations, businesses and business organizations, and other relevant entities to share information, ideas, and processes; to explore grants and other financial programs for supporting this effort; and continue to work towards improved climate and environmental resilience. City staff shall make efforts to apply for grants in line with these goals as they meet individual department objectives.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Additional Background
▣ Backup Material	Budget Components

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 10:06 AM

Resolution No. _____

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting actions, strategies and programs that promote energy, environmental and climate change sustainability and resiliency.

WHEREAS, the US has rejoined the Paris Climate Agreement and the Biden Administration has established climate and environmental resilience as essential elements of: 1) National security; 2) The US economy; 3) missions of all agencies in the Federal government; 4) Climate-smart agricultural practices; 5) improving public health and safety; and 6) creating equity for disadvantaged, vulnerable, and marginalized communities; and

WHEREAS, several cities in Iowa, as well as the Davenport Community School District, have formal policies, plans, and actions in place for conserving energy and water, decreasing air pollution and releases of greenhouse gases, and other actions for mitigating adverse climate and environmental impacts on residents, businesses, and vulnerable communities, while reducing operational and capital improvement costs associated with energy use and responding to extreme weather events; and

WHEREAS, the State of Iowa, Scott County, the Quad Cities region, and the City of Davenport are impacted directly by changes in climate, including non-normal variations in temperature; more frequent and higher levels of flooding along rivers and in watersheds; increased drought, soil erosion, plant diseases, and water and air pollution; and associated health, economic, and societal damages; and

WHEREAS, the City of Davenport has already recognized the importance of energy and environmental conservation by taking action to reduce energy use and by responding to climate-related disasters.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Davenport acknowledges that energy and resource conservation and climate adaptation and resilience will create short-term and long-term cost savings and improve the quality of life of City residents and businesses, and is accordingly an intrinsic part of City government; and be it

FURTHER RESOLVED that the Council shall continue to incorporate environmental resource conservation and protection and climate effect mitigation into City plans, actions, and the City Administrator's work plan and operational and CIP budgets; continue collecting energy and resource use data; and set fiscally viable and sustainable goals to address and mitigate the causes and effects of climate change and environmental degradation; and be it

FURTHER RESOLVED that the Council also commits to continue supporting actions, strategies, and programs that lower the emission of greenhouse gases and reduce the impact of city operations and infrastructure on the environment and air and water quality across departments, including but not limited to fleet management, facility management, purchasing, and stormwater and floodplain management; and be it

FURTHER RESOLVED that the Council supports staff more effectively competing for grants and funding from governmental and non-governmental entities for environmental conservation and climate change resilience and supports adaptation actions that are in line with the above mentioned actions as they meet individual department objectives with a formal policy supporting operational and capital improvement plans and actions and making such actions an integral and acknowledged part of good governance and use of taxpayer funds; and be it

FINALLY RESOLVED that the Council supports staff continuing to partner and collaborate with local, regional, and state agencies, non-governmental and non-profit organizations, businesses and business organizations, and other relevant entities to share information, ideas, and processes; to explore grants and other financial programs for supporting this effort; and continue to work towards improved climate and environmental resilience. City staff shall make efforts to apply for grants in line with these goals as they meet individual department objectives.

Passed and approved this 14th day of April, 2021.

Approved:

Attest:

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

Additional Background Information for resolution supporting actions, strategies and programs that promote energy, environmental and climate change sustainability and resiliency.

Many studies have shown long-term cost savings through investment in climate mitigating policies and actions, which pay for themselves many times over in reduced lifetime operational costs¹

A public opinion poll conducted in the Second Congressional District found that over 60% of respondents believed that climate change is happening, is caused by human activity, and is affecting the weather; 58% are worried about climate change; and 47% believe that local government officials should do more about climate change²

The Scott County Health Department recognizes that over 12% of Scott County residents live in poverty and suffer inequities in access to healthy living necessities and quality health services and are therefore economically and socially more vulnerable to the adverse effects of climate change and environmental degradation³

Additional City of Davenport energy and environmental conservation actions to reduce energy use also include the August 2020 derecho and increasing flooding, including, but not limited to: stormwater management and enforcement; LEED-certified municipal buildings; capturing and converting methane into energy at the Water Pollution Control Plant; installing LED bulbs in street and traffic management lights; planning for and constructing alternative transportation options (DavenportGO); conducting recycling programs; and collecting energy use baseline data in city buildings⁴

References:

1. Congressionally-mandated report from the Multihazard Mitigation Council, <http://www.nibs.org/MMC/mmcactiv5.html>; Dana Nuccitelli, Fighting climate change: Cheaper than 'business as usual' and better for the economy", The Planetary Press.com/2020/12/fighting-climate-change-cheaper-than-business-as-usual-and-better-for-the-economy/, 11/30/2020
2. Yale Program on Climate Change Communication and George Mason University Center for Climate Change Communication, 2020; climatecommunication.yale.edu/visualizations-data/ycom-us;
3. Scott County Health Department Health Equity Assessment, January 2018
4. City of Davenport Public Works 2020

Budget components (2022 and final 2021) and City Plans and Actions Relevant to an Energy and Environmental Resolution for Sustainability and Climate Change Resiliency

A. 2022 Budget - Operations

Section/CIP (Page #)	Text
Facilities Maintenance Business Plan (65)	Short-term goals: Energy efficiency and cost savings for buildings
Public Works Dept Business Plan: Compost Facility (77)	<p>Long-term goals:</p> <ul style="list-style-type: none"> • Market compost products as a reliable and low-cost alternative to private distributors • Develop new customers and expand farm usage [of compost materials]
Public Works Dept Business Plan: Clean Water Division (80)	<p>Short-term goals:</p> <ul style="list-style-type: none"> • Expand native area management acres into roadside ditches, open spaces, and expand greenway connections • Implement a targeted education campaign for property owners along streams and drainage easements to aid in stream corridor preservation • In conjunction with local partners, continue to refine the microbial source tracking program to identify and eliminate e-coli sources in streams <p>Long-term goals:</p> <ul style="list-style-type: none"> • Collect data in conjunction with the Partners of Scott County Watersheds and volunteers to evaluate trend lines that will indicate levels of water quality improvement and bacteria removal • Implement management practices and educational programs to systematically remove impaired streams within the city from the State Impaired Waters List by utilizing existing studies and education partners • Complete development of the city-wide comprehensive stormwater management plan and watershed assessment by the end of 2022 • Cultivate normative social values regarding healthy stormwater quality and quantity management and the components of ecological function within an urban setting through increases in media coverage <p>Program Description: The mission of the Clean Water Management Division is to <i>improve water quality and flood protection</i> through the construction and maintenance of the public stormwater system and <i>the preservation and restoration of Davenport watersheds</i>.</p>
Public Works Dept Business Plan: Solid Waste Collection (87-89)	<p>Core services: Provide a means for disposal of treated wastewater bio-solids and yard and garden trimmings</p> <p>Semi-core services:</p> <ul style="list-style-type: none"> • Electronic waste collection for diversion to the recycling program • Composting all yard waste materials at the Davenport compost facility and recycling service to city facilities • Public education <p>Long-term goals:</p> <ul style="list-style-type: none"> • Educate residents about recycling to increase the amount of materials recycled and diverted from the landfill

	<ul style="list-style-type: none"> Divert more materials such as electronics, yard waste, and recycling from the landfill Provide education and enforcement to ensure residents obtain the best use of all the solid waste system
Public Works Dept Business Plan: Fleet Maintenance (95)	<p>Long-term goals:</p> <ul style="list-style-type: none"> Reduce fuel consumption with hybrid/electric vehicles Analyze fleet to right-size vehicles to match the operational need of the city
Public Works Dept Business Plan: Transit (Citi-bus) (99-100)	<p>Long-term goals: Continue to coordinate with the City of Bettendorf and MetroLINK to achieve a regional approach to public transportation</p> <p>Program description: Transportation options are extended by providing Bik n' Bus options on every vehicle in the fleet as well as connections with Bettendorf Transit and MetroLINK Transit systems</p>
Public Works Department Business Plan: Traffic Engineering (101-102)	<p>Key performance indicators: Due to budget constraints, the ability to find funds from sources is more critical than ever. Various sources are for <i>clean air attainment</i>, traffic safety, and upgrades of signal equipment along State routes.</p> <p>Short-term goals: Write a traffic-calming policy for City Council consideration</p>
Public Works Dept Business Plan: Public Works Services & Operations (113)	<p>Long-term goals: Enhance mitigation, climate adaptation, resiliency, and emergency management plans and procedures in coordination with external departments and agencies</p>

B. 2022 Budget: CIP

Section/CIP (page #)	Text
GG005: General Government (120)	Reforestation Program: replanting the city's urban forest
PT003: Pedestrian Transportation (153)	Recreational Path Reconstruction Program: resurfacing, repair, and upgrade city's trail system
PT005: Pedestrian Transportation (155)	Routine maintenance of pike paths, trail and pedestrian ways
PT006: Pedestrian Transportation (156)	Pedestrian transportation: West Loop Project Construct a 10-foot concrete path extending Duck Creek path from Emeis Park and continue it south to Locust Street and west to Wisconsin Ave, ultimately connecting Duck Creek Trail to the Riverfront Trail
PT007: Pedestrian Transportation (157)	Pedestrian transportation: Construct underpass below Division St bridge for Duck creek Trail for pedestrians
PT008: Pedestrian Transportation (158)	Recreational trail to Eldridge: Design a 1.8 mile trail segment from Vets Mem Parkway north to the city's limit at 90 th St.
RF001: Riverfront (171)	Riverfront Flood Resiliency Program: providing funding to begin implementation of findings from the Flood Resiliency Study
SW003: Stormwater (195)	Public/private cost share stormwater BMPs: Watershed-specific cost share programs (residential/commercial) to install SW BMPs – Infiltrating, treating and attenuating rainfall and runoff on a watershed-scale will serve to improve creek stabilization, water quality, and overall watershed health
SW004: Stormwater (196)	Contract stream repair: annual program to repair small failed streambank sites

SW005: Stormwater (197)	Nahant Marsh grant support: Acquire and restore wetlands, improve public access and creational opportunities; connect Nahant Marsh with the Mississippi River Trail
SW014: Stormwater (206)	In conjunction with P&R Master Plan update, fund a comprehensive system-wide assessment on the various city watersheds, streams, greenway corridors, and localized flooding potential; part of a DNR permit requirement
SW015: Stormwater (207)	Oxbow reconstruction on Duck Creek west of Fairmount St: flood attenuation, water quality improvements, and habitat improvements
SW016: Stormwater (208)	Stream stabilization program: reducing erosion and headcutting on larger streams through stabilization projects
TE002: Traffic Engineering (217)	Add traffic calming measures on residential streets with speeding and safety problems

C. 2021 Budget: - Operations

Section (page #)	Text
Public Works Department 2021 Business Plan: Water Pollution Control Div (67)	<p>Program description: The Water Pollution Control Plant provides wastewater treatment to protect the health and welfare of people, property, and <i>the environment....the basic treatment is to remove solids from the wastewater and treat them anaerobically in digesters to produce methane gas. The gas is then used to produce electricity for use in the plant. A biosolids product, greatly reduce in pathogens, is produced by the digesters. These solids are composted, which produces an environmentally safe and beneficial product.</i></p> <p>Semi-core services; Promote the beneficial use of bio-solids in compost and the conversion of methane to electrical power.</p> <p>Key performance indicators: The treatment plant's effluent biochemical oxygen demand (BOD) concentration limit...goals are to be at least 32% under the discharge limit. <i>Higher levels than the effluent limits can be harmful to aquatic life in the Mississippi River, as the BOD depletes oxygen in the river.</i></p>
Public Works Department 2021 Business Plan: Compost Facility (69-71)	<p>Program description: The Compost Facility provides a safe and environmentally acceptable option for yard waste and tree trimmings generated within the Scott County Solid Waste Commission service and for bio-solids produced at the Water Pollution Control Plant through the production of compost for commercial and residential uses. The facility removes in excess of 120,000 cubic yards of material from the solid waste program annually. The composting process converts these materials into various environmentally beneficial products. These products are sold to commercial and residential customers, effectively reducing the total cost of the program.</p> <p>Core Services: Provide a means of disposal for treated waste-water biosolids and yard and garden trimmings</p> <p>Long-term goals:</p> <ul style="list-style-type: none"> • Market compost products as a reliable and low-cost alternative to private distributors • Develop new customers and expand farm usage
Public Works Department 2021 Business Plan: Clean Water Management (72-73)	<p>Semi-core services:</p> <ul style="list-style-type: none"> • Design and installation of stormwater BMPs, public education and outreach programs, and public participation and involvement programs

	<ul style="list-style-type: none"> • Pollution prevention/good housekeeping measures, including street sweeping, local water quality initiatives, local flood prevention, and local stream assessment and maintenance. • Create and participate in opportunities for watershed improvement and land management techniques that improve our water sources. <p>Key performance indicators: millions of gallons of stormwater treatment: This measure indicates the number of millions of gallons treated to remove nitrogen, phosphorus, and total suspended solids from Davenport waterways, which improves water quality.</p> <p>Short-term goals:</p> <ul style="list-style-type: none"> • Expand native area management acres into roadside ditches, open spaces, and expand greenway connections • Implement a targeted education campaign for property owners along streams and drainage easements to aid in stream corridor preservation • In conjunction with local partners, continue to refine the microbial source tracking program to identify and eliminate e-coli sources in streams <p>Long-term goals:</p> <ul style="list-style-type: none"> • Collect data in conjunction with the Partners of Scott County Watersheds and volunteers to evaluate trend lines that will indicate levels of water quality improvement and bacteria removal • Implement management practices and educational programs to systematically remove impaired streams within the city from the State Impaired Waters List by utilizing existing studies and education partners • Complete development of the city-wide comprehensive stormwater management plan and watershed assessment by the end of 2022 • Cultivate normative social values regarding healthy stormwater quality and quantity management and the components of ecological function within an urban setting through increases in media coverage <p>Program Description: The mission of the Clean Water Management Division is to <i>improve water quality and flood protection</i> through the construction and maintenance of the public stormwater system and <i>the preservation and restoration of Davenport watersheds</i>.</p>
Public Works: Forestry (77)	Program description: The Forestry Division manages Davenport's urban forest, maintaining approximately 20,000 street trees and over 2,000 acres of forested park lands to provide a safe and healthy urban forest
Public Works Dept: Solid Waste (83)	Long-term goals: Divert more materials such as electronics, yard waste, and recycling from the landfill
Public Works 2021 Business Plan: Sanitary Sewer (85)	Objective: To operate and maintain the wastewater and stormwater collection systems in order to minimize or eliminate the potential for health hazards, <i>environmental impacts</i> or property damage
Public Works 2021 Business Plan: Fleet Management (89)	<p>Long-term goals:</p> <ul style="list-style-type: none"> • Reduce fuel consumption with hybrid/electric vehicles • Analyze fleet to right-size vehicles to match the operational need of the city
Public Works 2021 Business Plan: Citibus (92)	<ul style="list-style-type: none"> • Continue to coordinate with the City of Bettendorf and MetroLINK to achieve a regional approach to public transportation

Public Works 2021 Business Plan: Traffic Engineering (95)	Short-term goals: Write a traffic-calming policy for City Council consideration
Public Works 2021 Business Plan: Support Services (105)	Long-term goals: Enhance mitigation, climate adaptation, resiliency, and emergency management plans in coordination with external departments and agencies

D. 2021 Budget: CIP

Section/CIP (page #)	Text
GG008: General Government (142)	Reforestation Program: replanting the city's urban forest
BR001: Bridges (47)	Repair of trail and pedestrian bridges
PT008: Pedestrian Transportation (169)	Recreational Path Reconstruction Program: resurfacing, repair, and upgrade city's trail system
PT006: Pedestrian Transportation (167)	Routine maintenance of pike paths, trail and pedestrian ways
PT009: Pedestrian Transportation (170)	West Loop Project Construct a 10-foot concrete path extending Duck Creek path from Emeis Park and continue it south to Locust Street and west to Wisconsin Ave, ultimately connecting Duck Creek Trail to the Riverfront Trail
PT008: Pedestrian Transportation (158)	Recreational trail to Eldridge: Design a 1.8 mile trail segment from Vets Mem Parkway north to the city's limit at 90 th St.
SW005: Stormwater (210)	Public/private cost share stormwater BMPs: Watershed-specific cost share programs (residential/commercial) to install SW BMPs – Infiltrating, treating and attenuating rainfall and runoff on a watershed-scale will serve to improve creek stabilization, water quality, and overall watershed health
SW017: Stormwater (217)	Permeable alley assessment partnership, for installing permeable materials during alley reconstruction
SW025: Stormwater (220)	Red Hawk GC ditch to bioswale conversion
SW004: Stormwater (196)	Contract stream repair: annual program to repair small failed streambank sites
SW015: Stormwater (216)	In conjunction with P&R Master Plan update, fund a comprehensive system-wide assessment on the various city watersheds, streams, greenway corridors, and localized flooding potential; part of a DNR permit requirement
SW034: Stormwater (225)	Stream stabilization program: reducing erosion and headcutting on larger streams through stabilization projects
WP005: WPCP (247)	Nutrient reduction study and improvement for reducing nitrogen and phosphorus discharged into surface waters; NPDES permit; submit no later than July 2022

E. Actions by PW for energy conservation and environmental improvement (climate adaptation and sustainability) (PW compilation)

a. City Plans that Support Sustainable Communities

1. Davenport 2025 Comprehensive Plan which provides guidelines on land use, infrastructure, use of brownfields, aesthetics, environment, and community facilities, including guidelines that enhance, protect, and preserve natural and built environments.
2. DavenportGO plan, a multi-modal transportation for improving mobility options not using fossil fuels
3. Cooperating with the Scott County Hazard Mitigation Plan
4. Bi-State Regional Commissions Clean Air Partnership
5. Tree City USA,
6. American Public Works Association Accreditation
7. Accreditation by Commission for Accreditation of Park and Recreation Agencies
8. Compliance with National Pollution Discharge Elimination System (NPDES) permits for point-source discharge of effluents into surface waters
9. Member of Global Compact of Mayors
10. Parks & Recreation comprehensive plan underway
11. Riverfront Flood Study underway
12. First Floor Elevation Study underway
13. Watershed Comprehensive Plan in stormwater budget

b. City Operations

1. DPD building and Eastern Library are LEED certified, and use geothermal heat
2. Fleet:
 - a. Regular maintenance of city fleet (>1600 vehicles) to lower emissions,
 - b. 11 hybrid vehicles and several lower emission diesel buses;
 - c. currently evaluating alternative fuel buses;
 - d. electric car charging infrastructure at City Hall;
 - e. 15% biodiesel use between April and October (before weather gets cold);
 - f. Older diesel engines are retrofitted when opportunity exists to reduce emissions;
 - g. hybrids and electric vehicles are selected and purchased when the opportunity exists
 - h. All city staff receive defensive driving training at least once/5 years, including driving practices that reduce emissions and fuel use
 - i. Police vehicles equipped with battery tenders that allow police vehicle to be automatically turned off /on (versus idling) to keep electrical equipment charged
3. As traditional lights failing (including street lights and traffic signals) are replaced with LED bulbs and energy-efficient lamps/fixtures
4. Computers, copiers, printers go into sleep mode when not in use
5. Transportation strategies like roundabouts, synchronized signals, DavenportGO, pedestrian signals, bike racks at city facilities
6. Completion of Augustana College energy and emissions inventory of city facilities and fleet, as benchmark for identifying strategies for decreasing energy use and GHG emissions; analysis should be available spring 2021
7. NFIP CRS program, with constant improvements for reducing flood insurance premiums by improving communication and resilience/adaptation to flooding
8. Use of E-commerce to reduce use of paper
9. Partnership with /funds/support to NGOs and environmental agencies to promote environmental stewardship, education, assistance, and sustainability efforts, along with opportunities for public involvement
10. Encodement and enforcement of stormwater and floodplain management regulations

11. Healthy urban forest
12. Duplex printing, and paper with >30% recycled material
13. All employees encouraged to turn off lights, and occupancy sensors installed
14. During occupied hours, all buildings with Direct Digital Controls for HVAC (PW, City Hall, Main Library) are programmed for seasonal energy savings
15. Many of city facilities have white roofing materials, which will continue to be considered to reduce cooling costs
16. Reduced mowing and no-mow areas are established as opportunity exists; native landscaping is used and stormwater BMPs are incorporated on city properties as opportunity and funding is available
17. Recycling: Paper, toner, ink, containers throughout city buildings; unneeded equipment and materials with value are auctioned for reuse
18. Buildings and equipment are regularly inspected and repaired/replaced as needed for conserving energy and water

c. City Support of Private Sector

1. Recycling services/opportunities, alternative transportation options (transit, bike lanes/paths)
2. During and after school youth programming and education
3. City-Private cost share on stormwater management BMPs

City of Davenport

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

Action / Date
4/14/2021

Subject:

Motion accepting work completed under the Credit Island HVAC Replacement project. The total contract with Schebler Company of Bettendorf, Iowa is \$77,828, CIP #23040. [Ward 1]

Recommendation:

Pass the Motion.

Background:

This project replaced the HVAC unit at the Credit Island Lodge. The mechanical unit was at the end of its useful life and needed to be replaced.

Work has been satisfactorily completed by Schebler Company of Bettendorf, IA. The final cost for the project was \$77,828.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	3/31/2021 - 11:03 AM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 11:04 AM
City Clerk	Admin, Default	Approved	3/31/2021 - 1:05 PM

City of Davenport

Department: Public Works - Admin
Contact Info: Rich Oswald | 563-326-6115

Action / Date
4/14/2021

Subject:

Motion approving the nuisance mowing contract for the 2021 season with Twin Bridge Construction of East Moline, Illinois. [All Wards]

Recommendation:

Pass the Motion.

Background:

On March 15, 2021, the Purchasing Division issued an Invitation to Bid to qualified mowing contractors to provide mowing services for non-City owned nuisance properties. On March 30, 2021, three responsive and responsible bids were received and opened. See attached bid tabulation.

This contract is for the mowing of nuisance properties that have grass/weeds higher than nine inches where the City has received a complaint. Approximately \$55,000 was spent during the 2020 season for nuisance mowing.

Funding for this service contract is from 50102200 98836 520217.

ATTACHMENTS:

Type	Description
▢ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/1/2021 - 9:14 AM
Public Works Committee	Moses, Trish	Approved	4/1/2021 - 9:14 AM
City Clerk	Admin, Default	Approved	4/1/2021 - 9:30 AM

**CITY OF DAVENPORT, IOWA
BID TABULATION**

DESCRIPTION: NUISANCE MOWING CONTRACT 2021

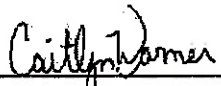
BID NUMBER: 21-86

OPENING DATE: MARCH 30, 2021

GL ACCOUNT NUMBER: 50102200 98836 520217

RECOMMENDATION: AWARD THE CONTRACT TO TWIN BRIDGE
CONSTRUCTION LLC OF EAST MOLINE, IL

<u>Vendor Name</u>	<u>Lump Sum Price</u>
Twin Bridge Construction LLC of East Moline, IL	\$65.00/mow
QC Lawncare LLC of Davenport, IA	\$75.00/mow
Creative Outdoors LLC of Bettendorf, IA	\$90.00/mow

Approved By  3-31-2021
Purchasing Agent Date

Approved By  3-31-2021
Public Works Director Date

Approved By  3-31-2021
Budget/CIP Date

Approved By  3/31/2021
Chief Financial Officer Date

City of Davenport

Department: Public Works - Engineering
Contact Info: Sandy Doran | 563-326-7756

Action / Date
4/14/2021

Subject:

Motion ratifying Change Orders #1 - #7 to Tricon Construction Group of Dubuque, Iowa in the amount of \$63,424.05 for the Kaiserslautern Square Renovation project, CIP #64049. [Ward 3]

Recommendation:

Pass the Motion.

Background:

In 2020, the City Council approved a construction contract for the renovation of Kaiserslautern Square. Since that time, the City has addressed a number of items not associated with the original contract. This includes additional demolition of previous infrastructure (change order #1 & #4) and design modifications (change orders #2, #3, #5 & #6). Change order #7 will construct a new ADA accessible pedestrian ramp on the southwest area of the project, adjacent to Duck City Bistro. To fund the cost of this change order, the Downtown Davenport Partnership and Duck City Bistro will provide a total of \$25,856.46 of additional revenue to the project. This will be an increase to the amount both partners have already committed to the project. Meanwhile, the City will provide the remaining \$6,000; this would have been the cost incurred by the City for replacement of the previous southwest stairs without the proposed ramp construction, as the project included the removal of the stairs.

COST-SHARE OF CHANGE ORDER #7

Downtown Davenport Partnership	\$23,356.46
Duck City Bistro	\$2,500.00
City of Davenport	\$6,000.00
Total Change Order Cost	\$31,856.46

CONTRACT SUMMARY:

Original Contract Amount	\$770,450 (Approved)
Change Order #1	\$23,096.95 (Staff Approved)
Change Order #2	\$0 (Staff Approved)
Change Order #3	\$-1,500 (Staff Approved)
Change Order #4	\$2,101.87 (Staff Approved)
Change Order #5	\$0 (Staff Approved)
Change Order #6	\$7,868.77 (Staff Approved)
Change Order #7	\$31,856.46 (Staff Approved & Council Ratification)
Total Amended Contract	\$833,874.05

ATTACHMENTS:

Type	Description
Backup Material	CO#7 for Kaiserslautern Square Upgrades Project

REVIEWERS:

Department	Reviewer	Action	Date
Public Works -			

Engineering	Moses, Trish	Approved	3/31/2021 - 3:22 PM
Public Works Committee	Moses, Trish	Approved	3/31/2021 - 3:22 PM
City Clerk	Admin, Default	Approved	4/1/2021 - 9:32 AM



APPROVALS

ENGINEERING ADMIN MNG
(Work is Needed)

A blue ink signature, possibly reading "ED", written over a horizontal line.

CHIEF OF DESIGN/CONSTR
(Work is Necessary)

A blue ink signature, possibly reading "H", written over a horizontal line.

CAPITAL MANAGER
(Funds are Available)

A blue ink signature, possibly reading "CM", written over a horizontal line.

CITY ENGINEER
(Approval)

A blue ink signature, possibly reading "BRS", written over a horizontal line.

CONTRACTOR: Tricon Construction Group
ADDRESS: 1230 East 12th St, Dubuque, IA 52001

PROJECT TITLE: Kaiserslautern Square Upgrades (Bid 21-04)
CO #7

Description to Contractor: Change order includes construction of Duck City Bistro Ramp at south stairs location to provide access to park from Duck City Bistro south door.

CHANGE ORDER DESCRIPTION:

1. Duck City Bistro Ramp: \$ 31,856.46

Cost: \$ 31,856.46
Working Days Adjustment: 8

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 770,450.00
Previous Additions to Contract	\$ 31,567.59
Funds from DDP for this CO	\$ 23,356.46
Funds from Duck City Bistro for this CO	\$ 2,500.00
City Funding this CO	\$ 6,000.00
This Change Order	\$ 31,856.46

Amended Contract Amount: \$ 833,874.05 (\$25,856.46 funded from DDP & Duck City Bistro)



www.triconcg.com

746 58th Ave Ct SW
Cedar Rapids, IA 52404
P 866.588.9516

Corporate Office
1230 East 12th Street
Dubuque, IA 52001
P 563.588.9516
F 563.588.9519

March 8, 2021

Sandra Doran
The City of Davenport
Department of Public Works
1200 E 46th Street
Davenport, IA 52807

Project: Kaiserslautern Square Upgrades
Re: COR # 7

Duck City Bistro Ramp

1. Form and pour 12" wall	3,900.00
2. Form and pour 8" wall and new 6" edgers, delete 5' of existing edger	2,850.00
3. Pour new PCC patio 201.27 Sq Ft	1,700.00
4. Pour 2 landings and ramp 89 sq ft	1,500.00
5. Remove 201.27 SF PCC patio	1,200.00
6. Saw cut and remove stub walls from existing stair sides left from previous demolition to get below ramp landings	1,500.00
7. Shoring at restaurant	10,000.00
8. Excavate and back fill retaining walls	2,500.00
9. Add 2 stainless steel handrails per A3.L5.07	3,400.00
10. Delete plants	
(7) TM- Taunton Yew- (\$77.59 per plant)	(543.13)
(1) GB- Ginko Biloba- (\$810.27 per tree)	(810.27)
(2) HRS- Patriot Hosta- (\$15.69 per plant)	(31.38)
Sub-Total	27,165.22
OHP	4,074.78
General Liability Insurance	154.95
Bond	461.51
Total	\$31,856.46

The above work will add 8 days to the completion date.

Approved By:

Ed Tauber

Tricon Construction

03/08/2021

Date

City of Davenport

Date

City of Davenport

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

Action / Date
4/14/2021

Subject:

Resolution setting a Public Hearing to amend the FY 2021 Operating and Capital Improvement Budgets. [All Wards]

Recommendation:

Adopt the Resolution.

Background:

This Resolution sets the Public Hearing for the purpose of amending the FY 2021 operating and capital budgets.

The operating budget is amended to incorporate new programs, budget changes to revenue estimates, budget grant funding, transfer funds between programs, and adopt full-time personnel adjustments. The capital budget is amended to close out completed projects, adjust grant funding levels, and move unspent bonded financing sources forward to the current year.

This Resolution formally sets the Public Hearing for Wednesday, May 19, 2021 at 5:30 p.m. at the Committee of the Whole meeting. Specific amendment information will be provided with the agenda item appearing on that Council cycle.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution setting Public Hearing for FY 2021 Budget Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Merritt, Mallory	Approved	3/31/2021 - 5:19 PM
Finance Committee	Merritt, Mallory	Approved	3/31/2021 - 5:19 PM
City Clerk	Admin, Default	Approved	4/1/2021 - 9:32 AM

Resolution No. _____

Resolution offered by Alderman Condon:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing for amending the FY 2021 Operating and Capital Improvement Budgets.

WHEREAS, amending the Operating Budget is necessary to incorporate new programs, budget changes to revenue estimates, budget grant funding, transfer funds between programs, and adopt full-time personnel adjustments; and

WHEREAS, amending the Capital Budget is necessary to close out completed projects, adjust grant funding levels, and move unspent bonded financing sources forward to the current year; and

WHEREAS, a public hearing is necessary prior to the amendment of the Operating and Capital Improvement Budgets;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing to amend the FY 2021 Operating and Capital Improvement Budgets is set for Wednesday, May 19, 2021 at 5:30 p.m.

Approved:

Attest:

Mike Matson, Mayor

Brian Krup, Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Corri Spiegel | 563-888-2066

Action / Date
4/14/2021

Subject:

Motion approving the 2021 Amended Stadium Lease Agreement with Main Street Iowa, LLC for the use of Modern Woodmen Park to conduct or host baseball and special events. [Ward 3]

Recommendation:

Pass the Motion.

Background:

Due to structural changes made by Major League Baseball (MLB) to the Minor League system, the stadium lease agreement between the City and Main Street Iowa, LCC needed to be modified to reflect the current landscape of professional baseball. In addition, both parties have taken the opportunity to modernize the agreement and incorporate several separate amendments into one single document. This revised lease agreement ensures that the City and Main Street Iowa will continue to provide high quality professional baseball at a public facility that is nationally recognized as one of the best stadiums in the MLB-affiliated Minor League system.

ATTACHMENTS:

Type	Description
▣ Backup Material	Lease Agreement
▣ Backup Material	Parking
▣ Backup Material	Capital Project & Funding Models
▣ Backup Material	Maintenance Agreement
▣ Backup Material	PDL Facility Standards
▣ Backup Material	Suite Level HVAC

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Moses, Trish	Approved	4/1/2021 - 2:59 PM
Public Works Committee	Moses, Trish	Approved	4/1/2021 - 2:59 PM
City Clerk	Admin, Default	Approved	4/1/2021 - 5:24 PM

STADIUM LEASE AGREEMENT

This Stadium Lease (“Lease or “Agreement”) revision is made and shall be effective as of the 1st day of January, 2021 (the “Effective Date”), by and between the City of Davenport (“City”), an Iowa specially chartered municipality, acting by and through the Davenport City Council, and Main Street Iowa, LLC (“Lessee”), a Florida limited liability company. Each of the City and Lessee are referred to individually herein as a “Party” and collectively as the “Parties.”

Recitals

Whereas, the Lessee and the City have made and entered into a certain Stadium Lease dated December 31, 2013, and they wish to continue to provide a quality venue for baseball and family entertainment in the historic ballpark on the banks of the Mississippi under the terms of said lease as herein modified;

Whereas, the Parties have subsequently amended said Lease repeatedly since its execution and are incorporating additional changes with this action, they believe that incorporating all amendments into single document instead of the lease and three separate amendments would be clearer; and

Whereas, the Parties desire to update the Lease to reflect the new changes in the relationship between Major League Baseball (MLB) and the Baseball Franchise.

Operative Terms

Now, therefore, in consideration of the foregoing, and of the mutual covenants, promises, and agreements, and limitations and conditions hereinafter set forth, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct, and by this reference are made a part hereof.
2. Definitions.
 - (a) “Abatement” shall have the meaning set forth in Section 12.
 - (b) “Agreement” shall have the meaning set forth in the introductory paragraph.
 - (c) “Ballpark” shall mean the facility generally known as Modern Woodmen Park located at One Royals Way (formerly 209 South Gaines Street), Davenport, Iowa, including the Playing Field, children’s play area (located adjacent to the Party Plaza on the right field side), workout facilities, batting tunnels, buildings, walkways, concourses, stands, locker rooms, suites, club houses, concession areas, storage areas, equipment rooms, administrative offices, scoreboards, signs, fences, rails, padding, fixtures, dugouts, public address systems, wiring, pipes, HVAC, plumbing facilities, restrooms, picnic areas, grounds and other associated open space, and any and all other related amenities and improvements comprising or located on or about the facility, excluding the Ballpark Parking Lots.
 - (d) “Ballpark Parking Lots” shall mean those paved and unpaved areas specifically designated for parking vehicles, as identified in Attachment A, for events occurring at the Ballpark.
 - (e) “Baseball Events” shall have the meaning set forth in Section 6(a)(i).

(f) “Baseball Franchise” shall mean a professional baseball team which either has a Professional Development License with Major League Baseball or is a member of a MLB Partner League.

(g) “Capital Improvement Fund” shall have the meaning set forth in Section 10(b).

(h) “City” shall have the meaning set forth in the introductory paragraph.

(i) “City Employee Appreciation Event” shall have the meaning set forth in Section 6(c)(ii).

(j) “City Indemnitees” shall have the meaning set forth in Section 14(a).

(k) “Community Appreciation Game” shall have the meaning set forth in Section 6(c)(i).

(l) “Contents” shall include furnishings, equipment and personal property owned or used by Lessee, which are not affixed to the Premises.

(m) “Davenport Day” shall have the meaning set forth in Section 6(c)(iv).

(n) “Effective Date” shall have the meaning set forth in Section 4(a).

(o) “Exclusive Facilities” shall have the meaning set forth in Section 6(a)(ii).

(p) “Fireworks Display” shall have the meaning set forth in Section 6(c)(iii).

(q) “Lease” shall have the meaning set forth in the introductory paragraph.

(r) “Lease Payment” shall mean the lease payment to be paid by Lessee to City during the Term, which is further described as to amounts and due dates in Section 5(a).

(s) “Lessee” shall have the meaning set forth in the introductory paragraph.

(t) “Lessee Indemnitees” shall have the meaning set forth in Section 14(b).

(u) “Liabilities” means any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants).

(v) “MLB” shall mean Major League Baseball.

(w) “MLB Facility Standards” shall mean the ballpark Facility Standards included as Attachment D to this Agreement and as subsequently amended by MLB.

(x) “Party” and “Parties” shall have the meaning set forth in the introductory paragraph.

(y) “Personal Property” shall mean all tangible property, including tools, equipment, and trade fixtures, that is not deemed real property and that is necessary or desirable to operate the Premises.

(z) “PDL” shall mean the Player Development License between MLB and the Baseball Franchise.

(aa) “Playing Field” shall mean the baseball playing field located within the Ballpark.

(bb) “Premises” shall mean the Ballpark, Florian Keen parking lot, the parking lot across Gaines Street from the Ballpark, and all amenities and improvements present and future that are constructed or placed within or abutting the Ballpark pursuant to this Lease.

(cc) “Primary Term” shall have the meaning set forth in Section 4(a).

(dd) “Renewal Term” and “Renewal Terms” shall have the meaning set forth in Section 4(b).

(ee) “Special Event” shall mean any event other than Baseball Events conducted on the Premises. Notwithstanding anything to the contrary contained in this Lease, a Special Event shall be either a Lessee-sponsored Special Event or a City-sponsored Special Event.

(ff) “Stadium Improvement Fund” shall have the meaning set forth in Section 5(c).

(gg) “Term” shall mean, collectively, the Primary Term and Renewal Term(s), if any.

(hh) “Termination Date” shall have the meaning set forth in Section 4(a).

3. Lease of Premises. Upon the terms and conditions set forth in this Lease, the City does hereby lease to Lessee, and Lessee does hereby lease from the City, the Premises, and the right to use or allow others to use the Premises, in whole or in part, as a venue for conducting or hosting Baseball Events and Special Events, during the Term of this Lease. Accordingly, this Lease shall terminate immediately after any 150-day period in which Lessee or its assignee does not own a Baseball Franchise. The City reserves the right of entry upon the Premises for purposes of observation, repair and maintenance that are the City’s responsibility under the Lease.

4. Term.

(a) The “Primary Term” of this Lease is for twenty-five (25) calendar years and began on November 1, 2006 (“Effective Date”) and expires, unless sooner terminated, on October 31, 2031 (“Termination Date”).

(b) Lessee shall have five (5) option rights to extend the Primary Term by one (1) year increments each (individually, a “Renewal Term,” and collectively, the “Renewal Terms”) by first providing City with written notification of its exercise of its right to do so, at least 90 days prior to the expiration of the Primary Term or then effective Renewal Term. If not timely notified in accordance with the above, any remaining option rights of Lessee hereunder to extend the Primary Term or then effective Renewal Term shall expire and be of no further force or effect.

(c) The Termination Date is subject to modification, which may be earlier or later than contemplated in Section 4(a) pursuant to other provisions of this Lease, including, but not limited to, Sections 3, 4(b) and 12.

5. Consideration.

(a) During the Term and subject to the terms and conditions of this Lease, Lessee shall pay an annual lease payment to City as consideration for the license granted by the City to Lessee in Section 3 (the “Lease Payment”). The Lease Payment during the Primary Term shall be One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) per year until the end of the Primary Term. Each such annual Lease Payment obligation shall be due in four equal installments of Thirty-Seven Thousand Five Hundred Dollars

and No Cents (\$37,500.00), with the first installment due on May 15, the second installment due on July 15, the third installment due on September 15, and the fourth installment due on December 31 of each year. Notwithstanding anything else contained herein, the Parties acknowledge and agree that the first three installment payments for the 2021 calendar year shall be considered already paid in full by the Baseball Franchise, since it has made unreimbursed lease-deductible repairs of more than one hundred eighteen thousand dollars (\$118,000) as of the Execution Date. The Lease Payment during the Renewal Term, if any, shall be One Dollar and No Cents (\$1.00) per year, due in one lump sum payment on the first business day of each year. The Lessee may, in its sole and absolute discretion, pay all or any portion of the Lease Payment owed by Lessee hereunder in advance without penalty. Nine percent annual interest may be charged on all payments not received within thirty (30) days of the last day of the month after the month initially due.

(b) City warrants and represents that no other amounts are due and owing, or will be due and owing, for the rights granted to Lessee under this Lease. City also warrants and represents that there are no current or ongoing disputes of any kind between City and Lessee.

(c) During the Term, the City will maintain a special interest-bearing account dedicated to assisting the City in meeting its obligations under Sections 8(a)(i-iii), which shall be known as the Stadium Improvement Fund. The current annual allocation is \$136,500. Beginning in FY 2024, this allocation shall be increased to \$186,500, provided, however, that beginning July 1, 2029 and every five (5) years thereafter, the annual amount of the City's Stadium Improvement Fund allocation shall be changed to an amount negotiated in good faith and mutually agreed upon by the Parties, who shall take into consideration the age of the Ballpark, its repair and maintenance needs, the increased cost and expense of services and materials required to make repairs, and such other matters that may be relevant to maintaining the Ballpark as one of the finest in all of affiliated minor league baseball (provided, however, that such annual amount shall not be changed to an amount less than an average of \$186,500 per fiscal year). This fund shall be only used to maintain the structure, integrity, working operations, and quality of existing Ballpark improvements and fixtures, including the playing field, to an appropriate level. All expenses from this fund shall be approved and performed by the City after mutual written agreement between the two Parties. The MLB Facility Standards shall always be maintained. This fund is not intended to pay for new improvements, new elements, or new amenities.

6. Use of Premises.

(a) During the Term and subject to the terms and conditions of this Lease, the Lessee shall have the exclusive right to manage the Premises, including without limitation the right:

(i) To use or allow others to use the Premises for playing amateur, collegiate, and professional baseball games and exhibitions (including exhibition, preseason, regular season, all-star, playoff, and postseason games) and for hosting and conducting any and all meetings, events, practices and workouts relating to such games and exhibitions ("Baseball Events");

(ii) To use or allow others to use certain parts of the Premises designated by the Lessee on an exclusive basis, including without limitation administrative offices, concession areas, Ballpark operating facilities, home and visiting clubhouses, umpire and mascot locker rooms, groundskeeper areas, exercise rooms, batting tunnel(s), storage areas, utility rooms, ticket windows, gift shop, luxury suites, stadium club and restaurant, and other areas used by the Lessee to operate the facility ("Exclusive Facilities");

(iii) To manage the Premises and operating the Premises for Baseball Events and Special Events;

(iv) To lease the Premises for Baseball Events and Special Events;

(v) To provide Ballpark Parking Lot operations for Baseball Events and Special Events (including parking, concessions, utilities, security and clean-up operations);

(vi) To establish prices, fees and other charges applicable to the use and operation of the Premises for Baseball Events and Special Events, including ticket prices, service fees and other charges of goods and services offered on the Premises; and

(vii) To provide and operate concessions at all Baseball Events and all Special Events.

(b) During the Term, the City shall have the right, subject to the Lessee's exclusive rights set forth in subpart (a) above, to use the Premises for hosting City-sponsored Special Events; provided, however, that the scheduling of City-sponsored Special Events shall be subject to Lessee's approval, which shall not be unreasonable withheld, conditioned or delayed, and subject to the following:

(i) City-sponsored Special Events shall not conflict with any Baseball Event or any Special Event.

(ii) The City shall provide at least thirty (30) days' written advance notice to Lessee of its intention to schedule a City-sponsored Special Event at the Premises. Such notice shall include all dates required to use the Premises and the scope of such use. The dates should include all dates for setup, holding the Event, tearing down the Event, and all other uses of the Premises. The Lessee shall have five (5) business days within which to notify the City if any such date conflicts with dates required for a Baseball Event or a Special Event.

(iii) All operating expenses for the Premises incurred by Lessee, including but not limited to costs and expenses attributed to utilities, except those identified in section 8(a)(vii), security, clean-up, staffing, event management, and ticketing operations provided by Lessee in support of the use of the Premises for City-sponsored Special Events, shall be reimbursed by City within thirty (30) days of receipt invoice for same. The City shall be the sole beneficiary of revenues from the sale of City-sponsored Special Event tickets, parking, publications, and merchandise relating to and sold at the City-sponsored Special Events.

(iv) Lessee shall be the sole beneficiary of all revenues derived from the operation of concession stands, the team store, the restaurant and club area, and suites and the sale of non-Event publications and merchandise at City-sponsored Special Events.

(v) Should the City sponsor a high school, college or other amateur baseball event or any other City-sponsored Special Event at the Ballpark which utilizes the Playing Field, the City shall be responsible for ensuring the Playing Field is returned to the condition the Playing Field was in immediately prior to the City-sponsored Special Event and for delivering a deposit in the amount of One Thousand Dollars and No Cents (\$1,000.00) prior to the Special Event as security therefore.

(c) The Lessee shall provide the following promotional opportunities on an annual basis:

(i) A "Community Appreciation Game" or a series of games in association with a Baseball Event or Events, providing complimentary admissions to (in the annual aggregate of) a minimum of three thousand (3,000) City of Davenport residents, either on a first to arrive, youth, or senior citizen basis (i.e., first certain number of residents or residents under or over a stated age). Scheduling of such

Community Appreciation Game(s) shall be coordinated with the City, with a minimum one (1) week notice to the City. For the first one thousand (1,000) admissions, the Lessee will provide such admissions for thirty-three percent (33%) of the face value of the tickets, for the second one thousand (1,000) admissions, the Lessee will provide such admissions for fifty percent (50%) of the face value, and for all additional admissions, the Lessee will provide such admissions for seventy-five percent (75%) of the face value. The determination for number of admissions will be considered annually by the City, who shall have sole discretion as to the number of complimentary admissions, if any, under this Section 6(c)(ii) in any given year. The Lessee contributions as a reduction in the face value of the tickets may either be paid directly by the City or may be applied as a credit against Lease Payment(s) to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(ii) An annual "City Employee Appreciation Event" in association with a Baseball Event to the capacity of the picnic pavilions located on the Premises. The Employee Appreciation Event shall be scheduled in coordination with the City, subject to availability and approval of the Lessee. Lessee will provide such event at a fixed cost, which may be applied as a credit against the Lease Payment(s) by the Lessee under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(iii) A "Fireworks Display" in association with the July 4th Independence Day observation as a City-sponsored Special Event in the event that the home schedule of the Baseball Franchise does not include a Baseball Event to be played at the Premises on Independence Day. The Lessee further agrees to provide City-sponsored Fireworks Display through the fireworks vendor ordinarily utilized by Lessee for Lessee-sponsored fireworks displays at a cost marked up not more than ten percent (10%). Costs associated with Fireworks Displays in association with the July 4th Independence Day observation shall be applied as credit against the Lessee's next Lease Payment or Payments to the City under this Lease upon written notice by Lessee to the City Administrator or Finance Director.

(iv) A "Davenport Day" in association with Baseball Events, which shall occur on one day of the week during the Baseball Franchise's regular season. All residents of the City of Davenport shall receive admission for fifty percent (50%) of the face value of the tickets at no cost to the City.

Throughout the Term of this Lease, the City shall be entitled to the use of a suite (and a corresponding number of tickets to Baseball Events) at the Premises for demonstration, recruitment, hospitality or other official purposes (without additional cost or expense to City); provided, however, the City shall be responsible for the cost and expense of all food, beverages and other amenities ordered in connection with the use of the suite.

In the event the amount of any credit (as contemplated in Sections 6(c)(i), (ii), (iii), or (iv) or other Sections of this Agreement) exceeds the amount of the Lessee's next Lease Payment or if the Lessee's next Lease Payment is greater than sixty (60) days from the date of the applicable event, the Lessee shall have the option of using the credit on Lease Payments following such next Lease Payment or issue an invoice to the City and the City shall pay such amount within thirty (30) days of receipt of an invoice for same. The City is under no obligation to avail itself of these promotional opportunities.

(d) The primary use of the Premises shall be for the purpose of conducting sports and other events for the education and entertainment of the general public. The Lessee shall not discriminate against any person on the basis of any protected class pursuant to local, state or federal law.

(e) Section 6(d) above does not limit the Lessee in its use of proper and necessary security measures for the protection of the public, its employees and others using the Premises.

7. Parking. On days of scheduled Baseball Events and Lessee-sponsored Events at least two hours before the state of the event, Lessee shall have the exclusive right and privilege of conducting the parking of vehicles on all Ballpark Parking Lots. The Lessee shall have responsibility for personnel or appropriate security for designated parking areas during scheduled Baseball Events only.

8. Responsibilities.

(a) During the Term, the City shall furnish or bear the costs of furnishing the following:

(i) Structural Repairs to the Premises (for purposes of this Lease, any single repair to the Premises costing Five Thousand Dollars (\$5,000) or greater is a "Structural Repair"). Beginning in FY 2020, all Structural Repairs paid by City shall be credited to the Stadium Improvement Fund allotment.

(ii) Repair or replacement, not caused by materially improper or inadequate maintenance performed by the Lessee, of the Ballpark's mechanical equipment, including but not limited to the HVAC, lighting, irrigation and drainage of Playing Field (not including those items included in a claim submitted by the City to the field installer), plumbing, electrical system, elevator, walk-in coolers and freezers, public address and sound system, wiring, cables and optics, and underground utilities. Beginning in FY2020, the above-mentioned items shall be credited to the Stadium Improvement Fund allotment.

(iii) Such capital improvements as requested in writing by the Lessee and reasonable and commensurate with other stadiums whose primary occupant has a Player Development License (PDL) with MLB at a level similar to that of the Baseball Franchise and the requirements of MLB for teams in possession of a valid PDL. The Premises must, at all times, remain in compliance with all MLB Facility Standards. The above-mentioned capital improvements shall be credited to either the Capital Improvement Fund or the Stadium Improvement Fund; the fund used to finance such improvements shall be mutually agreed upon by both Parties.

(iv) Removal and disposal of all collected rubbish, trash and garbage; provided, however, that if the amount of rubbish, trash and garbage collected in the months of October, November, December, January, February, and March during the Term significantly exceed the amount of rubbish, trash and garbage collected in the months of October, November, December, January, February, and March of the previous calendar year, respectively, then the Lessee will bear the cost of removing and disposing of such excess amount of rubbish, trash and garbage during any such month(s).

(v) All maintenance and repair associated with the Ballpark Parking Lots.

(vi) All clean-up associated with the Ballpark Parking Lots for City-sponsored Events.

(vii) The City will be solely responsible to pay for the electricity used to operate the Ferris wheel. The Ferris wheel will be separately metered. The City will have sole discretion as to the hours of use, design, colors, and all items related to the use of the lighting package for the Ferris wheel, except during games for the period of time from one hour before a Baseball Franchise game until one hour after the game and the period of time when the Ballpark is open for a Special Event or open to the public. During this time, the Lessee may fully operate the lighting display at its sole discretion.

(b) During the Term, the Lessee shall furnish or bear the cost of all things required to effectively operate the Premises, which includes:

(i) Maintenance and clean-up of the Premises, including the preparation of the Playing Field for each Baseball Event, as well as maintenance and clean-up of the Ballpark after all Baseball Events and Lessee-sponsored Special Events.

(ii) All utilities (except those identified in section 8(a)(vii) including but not limited to electricity, stormwater, water, sewer used for the demised premises, under a specific meter, which shall be billed in the name of Lessee and payment shall be the responsibility of Lessee.

(iii) All parking attendants, ushers and security during Baseball Events and Lessee-sponsored Special Events.

(iv) All concessions and concession equipment.

(v) All routine maintenance, repair and custodial work associated with the Ballpark (subject to Section 8(a)).

(vi) All clean-up of the Ballpark Parking Lots after Baseball Events and Lessee-sponsored Special Events.

(vii) Removal and disposal of collected rubbish, trash and garbage from the Premises in October, November, December, January, and February of each year, but only subject to the conditions delineated in Section 8(a)(iv).

(c) No later than October 1 of each year (except in the event of an emergency), Lessee and the City's designated representative(s) shall together inspect the Ballpark to identify and evaluate any Structural Repairs, repairs, replacements, maintenance or capital improvements that may be required under this Lease or proposed by Lessee or the City.

(d) No later than October 15 of each year, Lessee shall submit to the City any suggestions for capital improvements in the Ballpark. City agrees to consider adding the costs of said capital improvement to its annual budget or funding such requests from either the Stadium Improvement Fund, the Capital Improvement Fund, or a combination thereof.

9. Clean-up Ballpark. Except for City-sponsored Special Events as provided in Section 6(b), the Lessee shall, at its expense:

(a) Provide personnel and supplies for clean-up of the Ballpark;

(b) Perform cleaning and routine maintenance of the Ballpark;

(c) Remove refuse from the Playing Field;

(d) Collect rubbish, trash, and garbage in the Premises.

10. Alterations, Additions, and Improvements.

(a) The Lessee, at its own risk and expense, may make alterations, additions and improvements to the Ballpark, provided that the same shall not lessen the value of the Ballpark prior to commencement of such work, or change the purposes for which the Ballpark may be used.

(b) Any permanent or non-removable additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee shall be done in such manner as not to be removable without significant physical damage to the Premises and shall become the property of the City, subject to the terms of Section 10(d), 10(e), 10(e)(1) and 10(h).

(c) To ensure the short-term and long-term capital improvement needs of the facility are being met, the City will plan an annual allocation of \$375,000 per fiscal year (July 1 through June 30) for capital improvements that will be referred to as the ("Capital Improvement Fund") under this Section 10(c) and, beginning July 1, 2024, the City will increase the allocation to an average of \$450,000 per fiscal year; provided, however, that beginning July 1, 2029 and every five (5) years thereafter, the annual amount of the City's Capital Improvement Fund allocation shall be changed to an amount negotiated in good faith and mutually agreed upon by the Parties, who shall take into consideration the age of the Ballpark, its capital improvement needs, the increased cost and expense of services and materials required to make capital improvements, and such other matters that may be relevant to maintaining the Ballpark as one of the finest in all of affiliated minor league baseball (provided, however, that such annual amount shall not be changed to an amount less than an average of \$450,000 per fiscal year). All expenses from this fund shall be approved and performed by the City after mutual written agreement between the two Parties. Attachment B provides a breakdown of the funding model and the list of mutually agreed upon projects as of the Execution Date of this amended Agreement.

(d) The Lessee shall submit any MLB-required capital improvements to the Premises to the City in writing. The City shall be obligated to make all improvements required by MLB under its MLB Facility Standards (included herein as Attachment D).

(e) Any additions, improvements or fixtures made, installed or affixed to the Ballpark by the Lessee in such manner as to be removable without material physical damage to the Premises, including specifically the jerseys framed and hanging on the Suite Level, and all trade fixtures, machinery and equipment installed by Lessee (or any previous Lessee of the Premises), shall be and remain the property of the Lessee and may be removed or replaced by the Lessee at any time, and any material physical damage to the Premises in the course of such removal shall be repaired by the Lessee, if necessary, at Lessee's cost and expense.

(i) The Ferris Wheel shall be considered the property of the City. Any other rides, games or amusements of any sort located, maintained or installed on the Premises shall at all times and under all circumstances remain the property of the Lessee. Lessee shall be responsible for ensuring the safe removal of any such rides, games or amusements and returning the space inhabited by said ride, game or amusement to its prior use.

(f) Notwithstanding anything to the contrary contained in this Lease, the Parties agree that the electronic scoreboard shall for all purposes of this Lease be considered a removable trade fixture. The City is not responsible for the care, maintenance, repair or replacement of the scoreboard.

(g) To avoid damage to the Playing Field and to accommodate conventions and other special uses, the Lessee may, at its expense and after approval by the City, construct or erect a moveable stage, and temporary eating and entertainment facilities, or any such other temporary improvements for this purpose as it shall deem appropriate.

(h) Carousel and Other Amusement Rides. The City acknowledges and agrees that, with the sole exception of the Ferris wheel, the Carousel and all other Amusement Rides located within the Premises are the personal property of the Lessee Pursuant to Section 10(c), both the City and Lessee acknowledge

that the Carousel and all of the other Amusement rides, with the exception of the Ferris wheel, are considered removable and shall remain the property of the Lessee.

11. Independent Contractor. It is expressly understood and agreed that Lessee is and shall be deemed an independent contractor and operator, and City shall in no way be responsible to any Person for any act or omission of Lessee or its employees, agents or servants, and Lessee will pay any and all claims as a result thereof and will indemnify City for same. Neither the Lessee nor anyone claiming by, through or under Lessee shall have the right to file or place any mechanic's lien, or any other lien of any kind or character whatsoever, upon said Premises or upon any building or improvement thereon, and notice is given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building improvements, alterations, repairs or any part thereof shall at any time be or become entitled to any lien thereon, and, for the further security of the City, the Lessee covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. The City shall be responsible and shall relieve Lessee of any obligation for the payment of any and all property taxes, possessory interest taxes, and other taxes imposed by any City, County or Federal entity as a result of or arising from Lessee's management or use of the Premises.

12. Damage to Premises. It is hereby agreed that if the Premises, or any portion thereof or improvements thereto, are partially damaged by fire or other casualty (not the fault of the City) and are fully repaired or rebuilt within sixty (60) days from the happening of said damage, Lessee shall not have the right to terminate this Lease but shall as soon as reasonably possible after such damages are repaired continue its operation of the Premises subject to the provision herein contained. If the Premises or any portion thereof are damaged or destroyed by fire or other casualty so that Lessee cannot conduct its business, and if the Premises is not repaired or rebuilt within sixty (60) days from the happening of such damage or destruction, and if Lessee so elects to cancel this Lease, it shall immediately surrender the Premises, paying such amounts as may be due under this Lease up to the date the damage or destruction occurred. Under such circumstances, the Lease shall be deemed to have been terminated as of the date such damage or destruction occurred.

The City and Lessee recognize that the recent renovation of the Premises was designed to take best advantage of proximity to the Mississippi River to facilitate increased attendance and includes substantial flood protection improvements. However, both Parties further recognize that the operation of the Premises may be compromised by flood conditions beyond the control of the City and Lessee. Accordingly, the City and Lessee agree as follows:

In the event the Lessee is required by MLB or its MLB affiliate to play a home game in another venue due to flooding of the Mississippi River, the City will abate the Lease Payment of Lessee owed under Section 5(a) in the amount of Eight Thousand Six Hundred Dollars and No Cents (\$8,600.00) per game ("Abatement") to a maximum of the aggregate Lease Payment collected pursuant to Section 5(a). The Abatement amount shall increase by two and one-half percent (2.5%) per annum following the first year of the original Lease (2007). Should the Lessee receive flood abatement credits in any two consecutive years, the second such year will increase the Abatement by twenty percent (20%). The Abatements will be credited to the next applicable Lease Payment or Payments under Section 5(a) but in no event shall be greater than One Hundred and Fifty Thousand Dollars and No Cents (\$150,000) per annum.

13. Force Majeure. Lessee and the City agree that with respect to any services to be provided, payments to be made, or action to be taken by either Party during the Term of this Lease, the Party required to furnish or perform the same shall in no event be liable for failure to do so when prevented by any cause beyond the reasonable control of such Party such as strike, lock-out, suspension of play of minor league baseball, breakdown, accident, order or regulation of or by any governmental authority, MLB or any entity overseeing the Baseball Franchise, or failure of supply, or inability, by the exercise of reasonable diligence,

to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency. The time within which such services, payments, or actions shall be performed or rendered shall be extended automatically for a period of time equivalent to the delay caused by such event. If a Force Majeure event other than a flood as described in Section 12 results in Lessee not being able to play home baseball games at the Ballpark, then obligations of either Party to make payments, as herein provided, shall be suspended for the duration of such event.

14. Hold Harmless.

(a) Lessee shall indemnify, defend and hold harmless the City, its officers, agents and employees (hereinafter referred to as “City Indemnitees”) from and against any and all Liabilities (including the value of services rendered by the City’s Legal Department), which may be imposed upon, incurred by, or asserted against any of the City Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the Lessee or its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of or destruction of tangible property. Lessee’s indemnification of the City Indemnitees under this Section 14(a) shall not be applicable to the extent any Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the City Indemnitees.

(b) City shall indemnify, defend and hold harmless the Lessee, its members, Lessees and employees (hereinafter referred to as “Lessee Indemnitees”) from and against any and all Liabilities, which may be imposed upon, incurred by, or asserted against any of the Lessee Indemnitees occurring as a direct or proximate result of any negligent or tortuous act, error or omission of the City, its officers, agents, employees, contractors, subcontractors or their representatives resulting in personal injury, bodily injury, sickness, disease, or death to persons; or damage to, loss of, or destruction of tangible property. City’s indemnification of the Lessee Indemnitees under this Section 14(b) shall not be applicable to the extent any Liability that arises from or is a result of the negligent or willful acts or omissions of any one or more of the Lessee Indemnitees.

15. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, and employees all risk of dangerous conditions, if any, on or about the Premises. It is expressly understood and agreed that the City shall not be liable for any injuries sustained on the Playing Field.

16. Insurance.

(a) The Lessee shall, at its own expense, procure and at all times during the Term, maintain with insurance underwriters authorized to do business in the State of Iowa.

(i) Commercial general liability insurance, including bodily injury, umbrella, personal injury, and property damage coverage, which names the City as an additional insured, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and \$2,000,000 aggregate for products-completed operations. Such insurance shall be provided on a per occurrence basis and not on a claims-made basis and shall include coverage for Premises and operations, independent contractors, and project-completed operations. These limits shall be subject to increase from time to time by written mutual consent of parties to keep up with the CPI and market conditions, but not less than every five years.

(ii) Commercial automobile liability insurance covering owned, non-owned, leased and hired automobiles, with a minimum combined single limit of \$500,000 per accident.

(iii) Workers compensation insurance with minimum limits of \$500,000 per accident and \$500,000 per disease or not less than the State of Iowa's statutory minimum requirements, whichever is larger.

(iv) Employer's liability insurance with limits of not less than \$100,000.

(v) Liquor liability (dram shop) insurance with limits of liability of not less than \$500,000 bodily injury to one person and \$500,000 bodily injury per occurrence, or such higher minimums as may be required by the State of Iowa.

(vi) Media Liability or Equivalent Professional Liability Insurance with a minimum limit of \$250,000 per claim and in the aggregate to cover third-party claims of intellectual property rights infringement including, but not limited to, infringement of trademark, copyright, trade name, trade dress, slogan, and rights of publicity claim.

(b) The City shall, at its own expense, procure and at all times during the Term, maintain all risk property insurance on all building structures located on the Premises. For purposes of subpart (b), additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises shall be covered by such all risk property insurance, even though such items may be removed by Lessee at the termination of this Lease.

Lessee shall be responsible for the purchase and maintenance of any property insurance covering personal property located on the Premises.

(c) The Lessee and the City mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered under the City's or Lessee's property insurance policies.

(d) Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming additional insureds and providing for thirty (30) days' notice to named insureds before cancellation, shall be delivered to City on or before the date of the beginning of the Term, and similarly for Lessee.

17. Right to Assign. Lessee may not assign or transfer this Lease to any other Person without first obtaining the approval of the City, such approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that the Lessee may sublease all or any portion of the Premises, without first obtaining the approval of the City, to any Person, for the purpose of conducting Baseball Events or Special Events as contemplated in this Lease. In the event Lessee subleases all or any part of the Premises as permitted herein, Lessee shall notify the City in writing, and in such event, Lessee shall remain liable to City under all of the terms of the Lease. Any assignment of this Lease made without the consent of the City shall be null and void, and shall confer no rights on any third Person, and shall be cause for cancellation of this Lease by the City at City's option. This provision against assignment shall be deemed a continuing covenant and shall apply not only to the Lessee herein but also to any and all successors or permitted assignees of this Lease and to anyone who may, in any manner, otherwise acquire any interest therein. Each and every covenant and agreement herein contained shall extend to and be binding upon respective the successors, heirs, administrators and permitted assignees of the Parties hereto.

18. Surrender of Premises at Termination. Lessee shall, upon the expiration or earlier termination of this Lease, surrender, yield up and deliver the Premises, including Lessee improvements in good order and clean condition, as the same are in as of the Effective Date, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or for damage without fault or liability of Lessee.

19. Quiet Enjoyment. City covenants that if, and so long as, Lessee keeps and performs its obligations under this Lease, Lessee shall quietly enjoy its rights under this Lease without hindrance or molestation by City or any other Person lawfully claiming the same by, through or under City, subject to the covenants, agreements, terms, provisions and conditions of this Lease.

20. Termination of Lease Resulting from Material Default. All complaints shall be subject to Section 23. All disputes between the Parties shall be subject to arbitration under Section 25. In the event a Party fails to pay or perform all obligations set forth in, or otherwise act in full conformance with, an Award (as defined in Section 25) within thirty (30) days of receipt of said Award, such failure shall constitute a material default under this Lease. The non-defaulting Party may thereafter terminate this Lease upon delivery of termination notice to the defaulting Party (unless such default is cured before delivery of said notice) and such termination shall be effective upon delivery of the notice to the defaulting Party. Any such termination shall be in addition to, and not in lieu of, any other legal or equitable rights or remedies available to the non-defaulting Party.

21. Naming Rights. During the Term, Lessee may sell the naming rights to and rename Ballpark or Premises in their entirety and retain any and all revenue deriving from such a sale, with the prior written approval of the 'City, which shall not be unreasonably withheld, conditioned or delayed (the "Naming Rights"). Any such renaming shall respect and preserve the use of the name John O'Donnell in some fashion connected to a physical attribute of the Premises. The City acknowledges that the current use of "John O'Donnell" in relation to the press box is appropriate and satisfies this requirement.

(a) Use of Ballpark Name and Logo. In any written statement, including tickets related to all Baseball Events and Special Events, the City and the Team will use the name and logo of the entity securing such Ballpark Naming Rights. The identification of the entity securing such Ballpark Naming Rights, along with the name and logo of the Team, will appear in a prominent position on the Ballpark's scoreboard, side of the Ballpark facing River Drive and the marquee in front of the Ballpark.

(b) No Naming Rights Conflict. The City agrees that it shall not print any advertisement on tickets for City-sponsored Special Events that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of such Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights. Nor shall the City engage a sponsor of a Special Event which sells major or material products or services that conflicts with the major or material products or services advertised or offered for sale by the owner or licensee of the Ballpark Naming Rights without the written permission of the purchaser of such Naming Rights.

22. Continuation of Professional Baseball. During the Term, Lessee agrees:

(a) To cause the Baseball Franchise to be operated in Davenport, and to use the Premises for this purpose. In the event the Premises are not used for the operation of the Baseball Franchise on a regular season basis during any calendar year during the Term of this Lease, the Lessee shall be deemed to have breached this Lease and shall not be entitled to the benefit of any provision of this Lease and shall not be entitled to remove permanent or non-removable capital improvements to the Premises, including additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Premises and installed by Lessee. Lessee shall not be deemed to have breached this Lease if the failure of the Baseball Franchise to operate at the Premises on a regular season basis during any calendar year is caused by reasons beyond its control, such as a damage to the Premises or a flood as described in Section 12, a Force Majeure event as described in Section 13, or the imposition of a rule, regulation or policy of Major League Baseball, including the contraction of the Baseball Franchise, which would preclude the Baseball Franchise from operating in Davenport.

(b) To cause all reasonable and financially feasible means to maintain Lessee's PDL. In the event of the dissolution of its league or in the event of Lessee's loss of its MLB-provided PDL, Lessee agrees to use all reasonable and financially feasible means to obtain membership in another qualifying professional baseball league. In the event Lessee fails to use all reasonable and financially feasible means to obtain membership in another qualifying professional baseball league or obtain a new PDL with a Major League Baseball team prior to the start of its next baseball season, then Lessee shall be deemed to be in material default of this Lease and the Lease shall terminate. For purposes of this paragraph, "reasonable and financially feasible" shall take into consideration, among other things, Lessee's return on investment, return on franchise value and anticipated decreases in paid attendance. Regardless of any other provision of this Lease, in the event that Lessee does not obtain a PDL with a Major League Baseball team but does obtain membership in a MLB Partner League, the required rent and City allocation under Section 10(c) shall both be reduced to one dollar (\$1) moving forward, unless mutually agreed otherwise by the Parties. Both Parties agree to meet in good faith to negotiate these amounts if this situation arises.

23. Complaints. Any complaints by the City with regard to the operation of the Premises shall be directed by the City Administrator in writing to the Lessee. Any complaints by Lessee directed to the City shall be made in writing to the City Administrator by an authorized officer of Lessee. Notices as provided for in this Lease shall be given to the respective Parties hereto at the respective addresses designated in Section 26 unless either Party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a Party in writing or other communication, such message shall be considered given under the terms of this Lease when sent, addressed as above designated, postage prepaid, by United States Mail, or when said notice is otherwise delivered to the respective Party.

24. Remedies & Liquidated Damages. The Parties mutually agree that the City's motive in entering into this Lease is to ensure the long-term use of the Ballpark by the Baseball Franchise (or a successor Baseball Franchise). The Parties further agree that all resulting and corresponding damages caused by Lessee's failure to (i) maintain and operate the Baseball Franchise in Davenport as contemplated by Section 22(a) or (ii) use all reasonable and financially feasible means to maintain its PDL through no fault of the Lessee, (iii) obtain, maintain and operate another professional baseball team in Davenport as contemplated in Section 22(b), would equal the sum of all unpaid Lease Payments for each full year remaining in the Primary Term as liquidated damages, and not by way of penalty. In addition, the Lessee shall not be obligated to the City for any damages, including indirect, consequential or punitive damages, except for the liquidated damages described above. This liquidated damages provision shall be the City's sole and exclusive remedy for such a default by Lessee.

25. Arbitration.

(a) The Parties shall endeavor to resolve any dispute arising out of or relating to this Lease by good faith negotiations and, if mutually agreeable, submit the dispute to non-binding mediation under the CPR Mediation Procedure then currently in effect. Unless the Parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals and shall occur in Davenport.

(b) Any controversy, claim, or question of interpretation in dispute between the Parties arising out of or relating to this Lease, or the breach, termination or validity thereof, which remain unresolved forty-five (45) days after initiation of good faith negotiations by either Party, shall be subject to arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by one arbitrator. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator (the "Award") shall be final and binding, not be subject to further appeal, and may be entered by any federal or state court having jurisdiction thereof. Subject to the foregoing time period, either Party (the "Claimant") may initiate such arbitration by delivery of written notice (the "Claim") to the other Party (the "Respondent"), which shall provide a brief description of each

claim relating to the dispute and include the name and contact information of Claimant's selected arbitrator. The Respondent shall respond to Claimant in writing (the "Response") by delivery of same within ten (10) days following its receipt of the Claim, which Response shall provide a brief description of Respondent's defense to each such claim described in the Claim, any counter claims of the Respondent. Within ten (10) days of Claimant's receipt of the Response, the Claimant and Respondent shall request a list of three (3) potential, independent, neutral arbitrators, who are each experienced in arbitrating lease disputes, from the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources) or from such other mutually agreeable neutral organization. Within ten (10) days after receiving the list of potential arbitrators, the Claiming and Respondent shall choose one single arbitrator as follows: the Claimant shall strike one name from the list, the Respondent shall strike one name from the list, and the remaining named individual shall be the arbitrator. The arbitrator shall have the authority to order or grant, including specific performance of any obligation created under this Lease, the issuance of injunctive or other provisional relief, or the imposition of sanctions for abuse or frustration of purpose. The Award shall be in writing and, if requested by the Parties, specify the factual and the legal basis for the Award. The place of arbitration shall be Davenport, Iowa, or such other location that is mutually agreeable.

(c) It is the intent of the Parties that any arbitration brought hereunder shall be concluded as quickly as reasonably practicable. Rules and procedures regarding expedited arbitration proceedings shall be applicable.

(d) The arbitrator shall include as part of the Award the name of the prevailing Party and the total amount of costs and expenses incurred by the prevailing Party in the arbitration of the dispute. Such costs and expenses incurred by the prevailing Party shall include all costs and expenses arising out of or related to the dispute, including the cost and expense associated with the initiation of the arbitration proceeding, the selection of the arbitrator, the reasonable fees and costs of attorneys and experts, and any other costs and expenses incurred as a result of the arbitration of the dispute.

26. Notices. All notices required to be given hereunder by the Lessee and the City shall be in writing and addressed to the City as follows:

City of Davenport
ATTN: Mayor
226 West 4th Street
Davenport, IA 52801

With copies to the City Administrator and Corporation Counsel.

All notices required to be given by the City to the Lessee shall be similarly given to the Lessee as follows:

Main Street Iowa, LLC
ATTN: David Heller
111 Forest Road
Davenport, IA 52803
e-mail: dave@riverbandits.com

With copies to:

Hon. Roby Smith
2036 East 48th Street
Davenport, IA 52807
e-mail: robysmith@gmail.com

Hon. Ken Croken
29 Hillcrest Avenue
Davenport, IA 52803
e-mail: krcroken@juno.com

and:

The General Manager
Quad Cities River Bandits
209 South Gaines Street
Davenport, IA 52802
e-mail: Joe@riverbandits.com

27. Incorporation of Exhibits. The Exhibits identified in this Lease are incorporated herein by reference and made a part hereof.

28. Construction. The Parties have participated jointly in the negotiation and drafting of this Lease. In the event an ambiguity or question of intent or interpretation arises, this Lease shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Lease. As used in this Lease, the words “include,” “includes,” and “including” shall mean to include “without limitation” and “but not limited to.” References in this Lease to a specific section (e.g., in Section X(x)) are references to such specific section of this Lease, unless such reference explicitly refers to a different document. The section headings contained in this Lease are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Lease, in whole or in part. Any provision of this Lease that is held by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions hereof or the validity or enforceability of the offending provision in other circumstances.

29. Entire Agreement. This Lease constitutes the entire agreement between the Parties and, as of the Effective Date, supersedes, amends and replaces in its entirety any and all prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent any relate to the management of the Premises, in whole or in part. This Lease shall be construed in accordance with Iowa law. No term, covenant, condition, or breach of this Lease shall be deemed to have been waived unless such waiver is expressed in writing and executed by the Party waiving same. If any provision of this Lease is deemed invalid or unenforceable by the Arbitrator, the remainder of the Lease shall be unaffected and the application of such provision to circumstances other than those as to which it is deemed invalid or unenforceable shall not be affected thereby. Paragraph headings are inserted in this Lease for convenience only, and shall not be considered for any purpose, including the interpretation of the Lease. Time is of the essence in the performance of the Parties’ obligations hereunder. This Lease may be amended only in a writing executed by both Parties.

30. Copyrighted Material. Lessee shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with Baseball Events and Lessee-sponsored Special Events. The City shall be responsible for the cost and expense of acquiring rights to all copyrighted materials used in connection with City-sponsored Special Events.

In Witness Whereof, the Parties hereto have executed this Lease as of the day and year first above written.

CITY OF DAVENPORT,
acting by and through its City Council

MAIN STREET IOWA, LLC,
a Florida limited liability limited company

By: _____
Mike Matson, Mayor

Attest:
By: _____
Brian Krup, Deputy City Clerk

By: _____
David Heller, Managing Member



THE CITY OF
DAVENPORT
IOWA | USA

Attachment A | Parking





RE: ATTACHMENT B | CAPITAL PROJECTS AND FUNDING MODELS

The 2021 Amended Stadium Lease Agreement identifies two separate funding sources that the City will utilize to finance projects at Modern Woodmen Park. These are identified in the accompanying Stadium Lease Agreement as the Stadium Improvement Fund (SIF) located in Section 5(b) and the Capital Improvement Fund (CIF) found in Section 10(c). Each section provides the agreed upon annual allocation.

LIST OF PROJECTS AND PRIORITIES

The City of Davenport and the Baseball Franchise (Main Street Iowa, LLC) have established a list of large-scale projects that will improve the baseball stadium. In order to prioritize this list, all projects will be placed into three different categories. Category One consists of projects that are MLB Required Improvements as detailed in the MLB Facility Standards (Attachment D) and are considered the highest priority; Category Two is Major System Improvements/Replacements and are considered the second highest priority; and Category Three is New or Improved Amenities agreed to by both Parties. Below is the agreed upon large-scale projects as of April 1, 2021.

Chart 1 | Project List

CATEGORY	PROJECTS	ESTIMATED COST
1	Flood Wall Extension	\$550,000
1	Workout Room Addition	\$845,200
1	Clubhouse Renovations	\$259,000
2	Suite Level HVAC	\$1,100,000
2	Facia Replacement	\$500,000
2	Seat Replacement	\$425,000
2	Generator Replacement	\$500,000
2	Ballfield Security	\$150,000
3	Mobility Enhancement	\$400,000
3	Party Plaza Shade Covering	\$375,000
TOTAL		\$5,104,200

CAPITAL IMPROVEMENT FUND (CIF)

In order to complete these projects, the City of Davenport has committed to providing a substantial annual allocation into what the Stadium Lease Agreement identifies as the Capital Improvement Fund (CIF). Listed below is a chart that details previously completed projects that still have unmet financial obligations and the fiscal year in which those need to be budgeted.

Chart 2 | CIF Previously Completed Projects

PROJECTS	FY 2021	FY 2022	FY 2023
Deck Loan	260,950	260,950	-
Kitchen Remodel	25,000	-	-
Electronic Scoreboard	60,950	-	-
Ribbon Board	28,100	114,050	107,850
TOTAL	375,000	375,000	107,850

In addition to these already established commitments, the City and Main Street Iowa are committed to construction and completion of the three Category One projects listed in Chart 1 during FY 2022 but prior to March 31, 2022. To fund the three Category One projects, the City will transfer \$1,325,000 of available FY 2021 funds into the CIF. Lastly, the City agrees to increase its allocation in FY 2023 to complete these obligations with the understanding that the increase in amount (base amount of \$375,000) will come out of FY 2024. The chart below inserts the three (3) new MLB required improvements as well as adds the financial transfers necessary to ensure these are performed and paid for in a sound and financially responsible manner.

Chart 3 | CIF Funding Distribution

PROJECTS	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Deck Loan	260,950	260,950	-	-	-
Kitchen Remodel	25,000	-	-	-	-
Electronic Scoreboard	60,950	-	-	-	-
Ribbon Board	28,100	114,050	107,850	-	-
Flood Wall Extension	-	550,000	-	-	-
Workout Room Addition	-	775,000	70,200	-	-
Clubhouse Renovations	-	-	259,000	-	-
TOTAL	375,000	1,700,000	437,050	-	-

Chart 4 on the following page provides a summary of the CIF annual allocation and its remaining funds after the uses contemplated in Chart 3.

Chart 4 | CIF Summary of Funds Post FY 2022 Projects

FISCAL YEAR	ALLOTMENT	EXPENSES	DELTA
FY 2021	375,000	375,000	-
FY 2022	1,700,000	1,700,000	-
FY 2023	437,050	437,050	-
FY 2024	315,000	-	315,000
FY 2025	450,000	-	450,000
TOTAL	3,277,050	2,512,050	765,000

The City and Main Street Iowa are committed to meeting on an annual basis to review the list of proposed projects in Chart 1. This list will remain malleable so that both entities have the flexibility to respond to unknown Category One and Two projects that may appear in the future. In addition, as projects are completed, the CIF Summary of Funds will be updated to reflect actual expenses rather than preliminary estimates.

STADIUM IMPROVEMENT FUND (SIF)

The second funding source identified in the Stadium Lease Agreement is the Stadium Improvement Fund (SIF). Listed below is a chart that details a previously completed project (Sound System Replacement) and projects selected to occur in FY 2021 through FY 2024.

Chart 5 | SIF Funding Distribution

PROJECTS	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Sound System Repl.	35,789	-	-	-	-
Outfield Padding Repl.	36,000	-	-	-	-
Facia Replacement	64,711	136,500	136,500	162,289	-
TOTAL	136,500	136,500	136,500	162,289	-

As detailed above, and in the Stadium Lease Agreement, City staff will mutually agree in writing with Main Street Iowa, LLC, on the proposed usage of this funding source. It is the City's expectation that all funds will be expensed or allocated by the end of its respected fiscal year, unless otherwise stated. Chart Six showcases the summary of funds for the SIF allocation as of April 1, 2021.

Chart 6 | SIF Summary of Funds

FISCAL YEAR	ALLOTMENT	EXPENSES	DELTA
FY 2021	136,500	-	-
FY 2022	136,500	136,500	-
FY 2023	136,500	136,500	-
FY 2024	186,500	162,289	24,211
FY 2025	186,500	-	186,500
TOTAL	782,500	571,789	210,711



RE: ATTACHMENT C | MAINTENANCE AGREEMENT

The 2021 Stadium Lease Agreement specifies the roles, responsibilities and duties of each respected party. However, it has been mutually agreed upon that while the following items are the City's responsibility, the Parties prefer the Lessee undertake them and seek a credit against their rent and revenue payments to the City. These items include repair or replacement not caused by materially improper or inadequate maintenance or negligence, performed by the Lessee of the Ballpark's mechanical equipment, including but not limited to the HVAC, lighting, irrigation (excluding sprinkler heads) and drainage of the playing field (not including those items in a claim submitted by the City to the field installer), plumbing, electrical system, elevator, walk-in coolers and freezers, public address and sound system, wiring, cables and optics and underground utilities. In order to receive a credit against a lease payment, Main Street must make a good faith effort to substantially comply with City purchasing policies and procedures. Main Street personnel will submit the invoices and other documentation to City staff for audit and verification purposes.

EXHIBIT F

FACILITY STANDARDS

SECTION 1.0 SECURITY

The below security requirements shall be in effect during any period in which fans could reasonably be expected to be present. For the purposes of clarity, the obligations in Section 1.2 and 1.3 extend to the home clubhouse area, visiting clubhouse area, female staff facilities, and umpire facilities.

1.1 FACILITY SECURITY

All facilities shall provide a “command post” for event security forces, centrally located with provisions for removing unruly patrons from the facility. Such command post shall include 24/7 video surveillance of any parking areas utilized by players or staff and all entrances to the home clubhouse, visiting clubhouse, female staff facilities, and umpire facilities.

1.2 FIELD/DUGOUT ACCESS

It is required that all facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires. In facilities that do not provide players and staff with an unencumbered route from the clubhouse to the dugout/playing field (i.e., public access is restricted), security staff shall be dedicated to ensuring that players and staff are able to move safely between the clubhouse area and the playing field.

1.3 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel, which should be well-lit (minimum 5 fc) and secure. In facilities that do not provide players and staff with an unencumbered route from the parking lot to the clubhouse (i.e., public access is restricted), security forces shall be dedicated to ensuring that players and staff are able to move safely from the clubhouse to the parking facility following the conclusion of the game.

SECTION 2.0 MEDIA FACILITIES

All facilities shall provide desk space in the press box for the public address announcer, scoreboard operator(s), and two personnel employed by the Major League Baseball Club to operate tracking and video equipment. The PA/scoreboard area shall include a minimum of 30 sq. ft. of desk and floor space to be used by the parent Major League Baseball Club, including a minimum of 6 feet of linear counter/desk space, a minimum desk depth of 2 feet, and a seating area sufficient for two individuals. For the purposes of clarity, this space shall be in addition to the floor space required for the scoreboard equipment.

SECTION 3.0 HOME CLUB FACILITIES

3.1 HOME CLUBHOUSE/DRESSING AREA

All facilities shall provide a minimum of 32 player lockers in the home clubhouse. The minimum size of each locker shall be 24" w x 72" h (36" w x 72" h is recommended). Each locker shall include a lockable storage compartment.

Minimum floorspace requirements for the team dressing area shall be 1,000 sq. ft. (as measured from the base of each wall).

3.2 HOME COMMISSARY AND DINING AREA

All facilities shall provide an area of not less than 300 sq. ft. dedicated to food preparation and consumption. If these two areas are separate (e.g., a seating area across the hall from the food preparation space), then the combined space must be a minimum of 300 sq. ft. The commissary shall include a refrigerator, a freezer, a sink, a dishwasher, a microwave, cabinets for storage, and a seating area that can accommodate at least 8 individuals at one time. All kitchen equipment shall comply with applicable local and state standards related to sanitation and cleanliness.

In all circumstances, the commissary and dining area shall be separated from the player and staff dressing areas but should be immediately accessible by players and staff and located in, or in direct proximity to, the general home clubhouse area. For the avoidance of doubt, the commissary equipment above shall be dedicated for the sole use of the Major League Baseball Club and will be required irrespective of the existence of a separate kitchen or restaurant area located away from the home clubhouse area (e.g., elsewhere in the facility).

3.3 HOME SHOWER AND TOILET FACILITIES

All facilities shall provide players with separate shower, drying and toilet areas. Such facilities shall have the following minimum fixture counts:

shower heads: 8 (10 recommended)

water closets: 2

urinals: 2

lavatories: 4 (8 recommended)

All showers shall provide hot water (i.e., water temperature must be able to reach at least 100° F).

3.4 HOME TRAINING ROOM

All facilities shall provide a separate training room of not less than 400 sq. ft. The training room shall have at least two treatment tables (three recommended), two full-body whirlpools, hydrocollator (4-pack minimum), scale, stationary bicycle, ice machine, and an office desk. The

CONFIDENTIAL

training room shall also contain a lockable storage area for training supplies, a biohazard waste receptacle, and a sink with hot and cold running water. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

3.5 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (minimum of 2 washers, 1 dryer, and a laundry sink) for the home team to provide daily washing capability. For the purposes of this paragraph, a commercial quality washer must be able to generate water temperatures of at least 140° F and have a capacity of at least 50 pounds, and a commercial quality dryer must have a minimum capacity of 70 pounds. This room may be combined with the Team Equipment Room, but it may not be located in the player or staff dressing areas, meeting spaces, commissary, dining area or training room.

3.6 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft.) in reasonable proximity to the home clubhouse.

3.7 HOME STAFF LOCKERS/DRESSING AREA

All facilities shall provide a minimum of seven lockers for staff (10 are recommended). These lockers shall be in addition to the players' lockers described in Section 3.1 above and the female staff facilities described in Section 5.4 below. The staff locker/dressing area shall be located in a separate area of the clubhouse facility than the players lockers, but locker size and floor space requirements (per capita) shall be the same as in the players' dressing area.

Notwithstanding the forgoing, facilities may include multiple separate dressing areas for trainers and coaches, provided that at least seven total lockers are available for staff and each dressing area is separated from the player locker room.

3.8 HOME FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall either include a separate toilet, shower and dressing area, or it may share a private toilet, shower and dressing area with the coaching staff, provided such shared facility is in a "Jack & Jill" configuration. The office shall include a desk and adequate meeting space for at least 6 persons.

In addition, the field manager's office shall include a hard-wired telephone. However, the Major League Baseball Club may waive this requirement on an annual basis prior to opening day of each playing season in cases in which the office provides adequate cell phone reception.

SECTION 4.0 VISITING CLUB FACILITIES

4.1 VISITING CLUBHOUSE/DRESSING AREA

All facilities shall provide a minimum of 32 player lockers in the visiting clubhouse. The minimum size of each locker shall be 24" w x 72" h (36" w x 72" h is recommended). Each locker shall include a lockable storage compartment.

Minimum floorspace requirements for the team dressing area shall be 1,000 sq. ft. (as measured from the base of each wall).

4.2 VISITING COMMISSARY AND DINING AREA

All facilities shall provide an area of not less than 300 sq. ft. dedicated to food preparation and consumption. If these two areas are separate (e.g., a seating area across the hall from the food preparation space), then the combined space must be a minimum of 300 sq. ft. The commissary shall include a refrigerator, a freezer, a sink, a dishwasher, a microwave, cabinets for storage, and a seating area that can accommodate at least 8 individuals at one time. All kitchen equipment shall comply with applicable local and state standards related to sanitation and cleanliness.

In all circumstances, the commissary and dining area shall be separated from the player and staff dressing areas but should be immediately accessible by players and staff and located in, or in direct proximity to, the general visiting clubhouse area. For the avoidance of doubt, the commissary equipment above shall be dedicated for the sole use of the Major League Baseball Club and will required irrespective of the existence of a separate kitchen or restaurant area located away from the visiting clubhouse area (e.g., elsewhere in the facility).

4.3 VISITING SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying, and toilet facilities with minimum fixture counts as follows:

shower heads: 6 (8 recommended)

water closets: 2

urinals: 2

lavatories: 4

All showers shall provide hot water (i.e., water temperature must be able to reach at least 100° F).

4.4 VISITING TRAINING ROOM

All facilities shall provide a separate training room (minimum of 300 sq. ft.), with a minimum of two training tables, two full-body whirlpools, an ice machine, a hydrocollator (4-pack minimum), biohazard receptacle, sink with hot and cold water, and an office desk.

CONFIDENTIAL

4.5 VISITING STAFF LOCKERS/DRESSING AREA

All facilities shall provide a minimum of seven lockers for staff. These lockers shall be in addition to the player lockers described in Section 4.1 above and located in a separate area. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Notwithstanding the forgoing, facilities may include multiple separate dressing areas for trainers and coaches, provided that at least seven lockers are available for staff and each dressing area is separated from the player locker room.

4.6 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall either include a separate toilet, shower and dressing area, or it may share a private toilet, shower and dressing area with the coaching staff. The office shall include a desk and adequate meeting space for at least 4 people.

In addition, the field manager's office shall include a hard-wired telephone. However, the Major League Baseball Club may waive this requirement on an annual basis prior to opening day of each playing season in cases in which the office provides adequate cell phone reception.

SECTION 5.0 ADDITIONAL TEAM FACILITIES

5.1 CLEANING AND SANITATION PROTOCOLS

No later than March 1 of each year, all PDL Clubs must submit a written cleaning and sanitation protocol to MLB establishing the procedures and schedule under which the PDL Club will clean and sanitize the home and visiting clubhouse areas (e.g., dressing areas, food preparation and consumption areas, shower and toilet facilities, training rooms, and manager offices, etc.), female staff facilities, and umpire facilities (the "Cleaning and Sanitation Protocol"). The Cleaning and Sanitation Protocols must be approved by MLB prior to the start of the applicable Professional Development League playing season. Such approval shall not be unreasonably withheld.

All Cleaning and Sanitation Protocols must include a plan for a thorough cleaning of all shower and toilet facilities (including the shower and toilet facilities in the umpire facilities and Female Staff Facilities) following each home game, and a professional quality cleaning of all carpets (e.g., rotary shampoo or low-moisture bonnet servicing) in the clubhouse areas, female staff facilities, and umpire facilities at least once per month during the playing season.

5.2 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

All facilities shall provide a minimum of 200 sq. ft. of lockable team storage, separate from other team storage, for the exclusive, year-round use of the Major League Baseball Club. The PDL Club shall be permitted reasonable access to comply with insurance policies and ensure the safe operation of the facility. This requirement may be satisfied by two separate storage areas of at least 100 sq. ft.

5.3 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h, or a comparable alternative configuration) to accommodate the number of umpires typically assigned to work in the applicable classification of play. Minimum floorspace requirements for the umpire facilities shall be 200 sq. ft. (as measured from the base of each wall).

5.4 FEMALE STAFF FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility that is available only to female umpires and female staff of the home and visiting Major League organizations. Such dressing area shall be located in reasonable proximity to the home and visiting clubhouses and shall include a minimum of four lockers (each a minimum of 24" w x 72" h), two showerheads, two water closets, and two lavatories. Minimum floorspace requirements for the female staff facilities shall be 200 sq. ft. (as measured from the base of each wall).

Notwithstanding the forgoing, facilities may include multiple separate dressing areas for home and visiting female staff and umpires, provided that at least two lockers, one shower, one water closet, and one lavatory are available in each location for female staff. For the avoidance of doubt, the combined requirements of such facilities remain as outlined above.

5.5 WEIGHT ROOM

Each facility shall provide an enclosed, climate-controlled weight and training space that must be made available to both the home and visiting PDL Club. All such facilities shall be a minimum of 750 sq. ft.

The PDL Club shall provide rubber flooring designed for professional training activity (e.g., PLAE flooring or other appropriate flooring with approval of the Major League Baseball Club). All other weight room equipment shall be selected and purchased by the Major League Baseball Club, and the Major League Baseball Club shall retain ownership of all such equipment.

5.6 HITTING/PITCHING TUNNELS

Each facility shall provide two covered tunnels for players to practice hitting and pitching in an enclosed environment, protected from wind-blown rain. Each tunnel should have minimum dimensions of 12 feet (height) x 15 feet (width) x 75 feet (length). These tunnels should be reasonably close to the home clubhouse and provide minimal public access. Each tunnel to have its own 8'x8' padded pitching screen.

In addition, all hitting and pitching tunnels shall include sufficient lighting systems (minimum 70 fc). The tunnel area shall be well ventilated and provide direct access to power outlets.

All hitting and pitching tunnels, and associated screens, shall include professional quality netting without defects. Once a defect has been identified, the PDL Club shall immediately provide the Major League Baseball Club with a schedule for the repair or replacement of the defective netting. Such replacement shall, if identified during the playing season, be made as soon as

CONFIDENTIAL

possible. In no instance shall the period of repair for a netting defect identified during or immediately prior to the playing season span a period of more than 2 weeks.

5.7 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

SECTION 6.0 HIGH-SPEED INTERNET

6.1 PRIMARY INTERNET CONNECTION

Each facility shall provide Wi-Fi connectivity through a dedicated internet connection (“Primary Internet Connection”) for the exclusive use of players and staff of the home and visiting Major League organizations. The Primary Internet Connection shall provide a minimum 300 Mb of synchronous bandwidth. In the event that a dedicated, 300 Mb synchronous bandwidth connection is not available in a particular market, the facility shall provide the dedicated internet connection with the highest synchronous bandwidth available. If no dedicated, synchronous bandwidth connection is available, the facility shall provide the shared connection with the highest available bandwidth.

Separate virtual local area networks (“VLANs”) shall be made available for the home PDL Club and the visiting PDL Club. Each of the home and visiting PDL Club VLANs shall be accessible in the hitting and pitching tunnels, weight room, female staff facilities, press box area, and the respective clubhouse areas (i.e., the dressing areas, training room and other areas of the clubhouse utilized by players and staff). The Major League Baseball Club shall determine the appropriate allocation of bandwidth to each location served by the VLANs, provided that the home PDL Club may not receive a greater allocation than the visiting PDL Club in any location. Firewalls shall be established at any point of connection between any networks of different trust levels (e.g., local area network, cloud, and the internet) and on all points of connection between the home and visiting networks.

6.2 SECONDARY INTERNET CONNECTION

Each facility shall be equipped with a shared internet connection (“Secondary Internet Connection”) for the exclusive use of players and staff of the home and visiting Major League organizations in the event of a Primary Internet Connection failure. The Secondary Internet Connection shall provide a minimum of 150 Mb of asynchronous bandwidth, or the highest shared bandwidth connection available.

SECTION 7.0 PLAYING FIELD

7.1 FIELD DIMENSIONS AND PLAYING SURFACE

Layouts, playing surfaces, lighting systems, irrigation systems, and field drainage systems of all facilities in which construction commenced on or after October 1, 2020, (and modifications to existing fields) shall be submitted for approval by Major League Baseball.

CONFIDENTIAL

All field dimensions shall comply with Section 2 of the Official Baseball Rules.

All facilities shall provide a field surface (natural or synthetic) without defects and/or “trip-hazards” (e.g., divots in the playing surface, uneven transitions between areas of the playing surface, etc.) that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15’ of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

Any defect or trip-hazards that may jeopardize player safety shall be rectified by the PDL Club as soon as practicable. In the event that the issue cannot be resolved immediately, the PDL Club shall promptly provide MLB with a schedule for the resolution of the issue. MLB shall approve the proposed schedule or issue a revised timeline. Any PDL Club that fails to comply with the relevant schedule for the correction of a player safety concern may be subject to punitive action at the discretion of the Commissioner or the Commissioner’s designee, including but not limited to, a fine not to exceed \$300,000.

7.2 FIELD GRADE

The infield grass should be graded so that the playing surface is flat (i.e., 0% slope). The slope of the infield skin, as measured from the base locations to the 95’ infield arc, should not exceed 0.5%. The maximum positive grade from baseline to dugout step should not exceed 8”. The maximum positive grade from second base to the outfield warning track shall be 20”.

7.3 FIELD WALL

The permanent outfield wall or fence in all facilities shall be a minimum of 8’ high. All outfield walls and walls beyond the dugouts down the left- and right-field foul lines shall include protective padding that stretches at least 8’ high (or to the top of the wall). Any scoreboard or video board that includes light emitting diode (“LED”) technology shall also include appropriate safeguards to prevent player injuries.

Notwithstanding the forgoing, in facilities in which construction commenced prior to October 1, 2020, any existing outfield wall may be a minimum of 4’ high, including space directly in front of a bullpen area.

7.4 BULLPENS

All facilities must provide a bullpen area for each team. For facilities in which construction commenced on or after October 1, 2020, the bullpen areas must be located off the playing field.

Each bullpen area must be visible to both dugouts and to the press box. This requirement may be satisfied with a closed-circuit video feed. Each bullpen shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. All bullpens located off the playing field shall include a protective overhead cover and may satisfy the aforementioned seating requirement with either chairs or a bench. If the bullpens are in foul territory, care shall be taken to integrate the slope of the pitcher’s mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that the warning track in any facility with bullpens located in foul

CONFIDENTIAL

territory extend at least 8' from the bullpen mounds to the playing field. All facilities shall have dedicated phones or other handheld transceivers ("walkie-talkies") connecting the bullpens to the dugouts.

7.5 DUGOUTS

All facilities must provide two covered dugouts (home and visitor). Each dugout must provide a bench with seatback of minimum 45 feet in length. A bench that backs up to the dugout wall shall satisfy the seatback requirement. Each dugout must have a helmet rack for a minimum of 15 helmets, a bat rack for a minimum of 30 bats, and sufficient space for five 5-gallon water jugs. All facilities must provide a clean water source within 100 feet of the home and visiting dugouts. All dugouts shall provide an anti-skid surface on all steps and walkways.

Facilities for which construction commenced on or after October 1, 2020, must provide direct access to a restroom.

The entire length of each dugout, excluding any walkways to the playing field, shall be covered by a guardrail that includes professional quality protective netting. If a defect is identified, the PDL Club shall immediately provide the Major League Baseball Club with a schedule for the repair or replacement of the defective netting. Such replacement shall, if identified during the playing season, be made within 2 weeks.

7.6 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

7.6.1 BATTING CAGE

All facilities shall provide a full cover, portable batting cage with appropriate padding. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high.

7.6.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, batting practice pitching deck, and a shag protector screen. Screens shall have the following minimum dimensions:

Pitching screen: 8' h x 8' w with 4' x 4' notch in upper corner; fully padded

Double play screen: 8' h x 14' w with hinged wings

First base and shag protector screens: 8' h x 8' w.

Turf protector: 25'd x 20'wa x 70'wb

Home plate hitting mat: 6' x 12'

CONFIDENTIAL

An additional 8' h x 8' w pitching screen is required for each bullpen located on the playing field.

The Major League Baseball Club may waive the above turf protector requirement in cases in which the facility has a synthetic turf surface.

All screens shall include professional quality netting without defects, and periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity. Once a defect has been identified, the PDL Club shall immediately provide the Major League Baseball Club with a schedule for the repair or replacement of the defective screen or batting cage. Such replacement shall, if identified during the playing season, be made within 2 weeks.

7.6.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of at least 30' high and 60' wide centered in the outfield. Facilities for which construction commenced on or after October 1, 2020, must provide minimum dimensions of at least 36' high and 60' wide. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. Irrespective of the size of the batter's eye, any advertising signage around the batter's eye within the 50' h x 100' w area centered in the outfield shall not include white lettering, a white background, any neon or LED lighting, or other lighting or motion effects.

7.6.4 FOUL POLES

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of the pole. Signage on the pole/screen shall contain minimal white lettering or graphics, and all signage shall be flush with the screen and pole. There must be a minimum of 18" between the foul line/pole at fence level if such pole contains any white signage. All foul poles located in the playing field shall include protective padding covering at least 8' vertically at the base.

7.7 FIELD LIGHTING

All lighting systems shall maintain the following minimum brightness requirements:

Infield: 100 fc average

Outfield: 70 fc average

Bullpen: 50 fc average

All lighting systems shall operate with a maximum uniformity ratio of 1.2/1 in the infield and 2/1 in the outfield. The uniformity ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

The evaluation grid used to assess compliance with the standards above shall include 16 light measurements taken in the infield, starting at home plate on a 30'x30' grid pattern. Outfield

CONFIDENTIAL

readings shall be taken on a 60'x60' grid pattern starting 15' in from each foul line and 45' out from each infield base line. 29 outfield readings shall be taken. All readings shall be taken 3' off the ground. The cell of the light meter shall be self-leveling and mounted on a fixed tripod. The bullpen grid shall include pitcher's mound, bullpen home plate and midpoint for each pitching location.

All new field lighting systems for which construction commenced on or after October 1, 2020, including both new facilities and substantial modifications to existing lighting systems (e.g., a modification that involves the installation of new lighting poles), shall be submitted to Major League Baseball for approval in advance of construction. All new lighting systems shall utilize an LED source, follow IES RP-6-15 standards (unless specified otherwise under this provision), and meet the following minimum standards:

Color temperature shall be greater than or equal to 5000°K

Color Rendering Index (CRI) shall be minimum of 75

Light Loss Factor (LLF) shall be minimum of 0.88

Average footcandle readings in foul territory shall be a minimum of 70% of the standard applicable to the immediately adjacent area in fair territory

7.8 BATTING CAGE GATE

All facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

7.9 BACKSTOP

All facilities shall provide a backstop behind home plate and extending to dugouts. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to ensure the integrity of the backstop. LED lighting and white signage may not be used within the backstop.

7.10 PLAYING FIELD TARPS

All facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps. Notwithstanding the foregoing, the requirement for a full infield tarp and base pit may be waived by the parent Major League Baseball Club on an annual basis prior to opening day of each playing season in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of a playing field tarp. All playing field tarps shall be adequately sized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

SECTION 8.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

8.1 FIELD MAINTENANCE STAFF & PRACTICES

The playing field shall be maintained at the highest possible professional level. Every effort shall be made to ensure the safety of the players and the smooth play of the game. The facility shall follow professional groundskeeping practices; the heads groundskeeper should have a turfgrass degree or certification from a program of 2 years or more (or, with the written approval of MLB, other satisfactory accreditation or experience); and all facilities shall maintain a groundskeeping staff sufficient to consistently prepare the playing field in a timely fashion. In no circumstances shall players or coaches be asked or required to participate in groundskeeping activities.

In addition, the facility's groundskeeping maintenance practices shall be compiled in a written document. This document (the "Groundskeeping Program") shall outline the management practices used to maintain all aspects of the playing surface, including the irrigation system, drainage system, and any field equipment used by the Club. The Groundskeeping Program should also clearly outline the team's daily, weekly, and monthly turf grass management practices, and provide an inventory of all field materials to be used during the playing season, the titles of all groundskeeping staff employed by the team, and the pre- and post-game maintenance protocols for all clay areas. This Groundskeeping Program must be filed annually and approved by Major League Baseball prior to opening day of the playing season.

8.2 FIELD MAINTENANCE EQUIPMENT

Professional maintenance equipment shall be used at all facilities. An infield drag machine, 1-ton roller, small tiller, nail-drags, screen drags, plate compactor, and tamps are required to maintain all dirt and warning track areas. Facilities with natural turf surfaces are required to possess the following professional field care equipment: triplex or rotary mower, aerator, topdresser, fertilizer spreader, utility cart, tractor, and spray rig). Facilities with synthetic turf surfaces are required to possess the following professional field care equipment: turf groomer, topdresser, turf magnet and sweeper.

8.3 PLAYING FIELD RECONDITIONING

All clay areas and the warning track shall be repaired and groomed for competition prior to each game with the use of professional maintenance equipment that have been approved in accordance with the team's Groundskeeping Program. Consistent mowing of all turfgrass as to not remove more than 30% of the grass blade in a single mowing is recommended.

8.4 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of field maintenance products and drying material on hand to repair all playing surfaces as needed. A professional drying agent and/or calsonite clay may be used to stabilize areas affected by excessive moisture.

8.5 IRRIGATION SYSTEM

All facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger distributed around the playing field in order to water the field if the irrigation system should become inoperable.

All new irrigation systems for which construction commenced on or after October 1, 2020 shall provide a full-field irrigation system that is designed to discharge a minimum of 60 gallons per minute and quick couplers located behind home plate, the pitcher's mound, and in reasonable proximity to the bullpens. All irrigation rotors shall not exceed 0.25 inches below turf canopy. All valve boxes shall be covered with synthetic turf and set flush with the turf canopy.

8.6 FIELD DRAINAGE SYSTEM

Facilities in which construction commenced on or after October 1, 2020 shall provide a sub-surface drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf.



RE: ATTACHMENT E | SUITE LEVEL HVAC

In addition to the Capital Improvement Fund (CIF) commitments delineated and mutually agreed to in Attachment B of the Stadium Lease Agreement, the City and the Lessee both recognize the immediate need to replace the HVAC system on the Suite Level and mutually agree to work in good faith to have the project completed by March 31, 2022.

To facilitate the completion of the above referenced project, the parties agree to the following:

1. Both parties have participated in a project scoping meeting in which the scope of the project was outlined by the consultant and was mutually agreed to by all parties.
2. The City agrees to fund the construction costs associated with the operations of the new HVAC system according to the scope outline agreed to as a result of item 1. This scope includes:
 - a. Demolition of the existing system and accessories.
 - b. Installation of multiple HVAC unit(s) on the roof.
 - c. All necessary electrical and lighting work associated with items A and B, including LED lighting in the suites.
 - d. Removal of the drop down ceiling in the common space area and all necessary work to ensure the space is operational (e.g. lighting, painting, sound baffling, etc.).
3. The parties agree that the City will fund the above scope in an amount not-to-exceed \$1,200,000. Should the cost of the project exceed \$1,200,000, the parties agree to value engineer the project in order meet the budget, unless specified by the City Council.
4. The Lessee agrees that any aesthetic improvements resulting from the HVAC project not specified in the project scoping outline will be funded solely by the Lessee; City funds will not be used for these enhancements including funds from the CIF and/or the SIF.
5. Both parties agree to continue ongoing communication regarding project deliverables and the completion timeline.