# CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, March 22, 2023; 5:30 PM

City Hall | 226 West 4th Street | Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting minutes for March 8, 2023.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report on Committee of the Whole for March 15, 2023.

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Civil Service Commission
   - Michael Schertz (re-appointment)

2. Plan and Zoning Commission
   - Dave Tallman (re-appointment)
   - Regen Johnson (re-appointment)

3. Riverfront Improvement Commission
   - Angela Stone (new appointment | 4th Ward)

B. Proclamations

1. National Work Zone Awareness Week | April 17 - 21, 2023

2. Child Abuse Prevention Week | April 2 - 8, 2023

IX. Presentations

A. FY 2023 GFOA Distinguished Budget Presentation Award

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

XII. Approval of All Items on the Consent Agenda

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

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

2. Second Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 6th Street along the south side from 75 feet east of Ripley Street, east 80 feet thereto. [Ward 3]

3. Second Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled “Schedules” by adding Bridge Avenue along the frontage of 1032 Bridge Avenue thereto. [Ward 5]

4. First Consideration: Ordinance amending Schedule I Snow Routes of Chapter 10.96 entitled “Schedules” by deleting various streets throughout the city therefrom. [Wards 1, 3, & 8]

5. Resolution of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner). [Adjacent to Ward 8]

6. Resolution adopting the Extreme DREAM Project utilizing $2,100,000 from the sale proceeds of the Heritage. [Wards 3 & 4]

7. Resolution approving street, lane, or public ground closure requests for the listed dates and times to hold outdoor events.

   Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 9:30 a.m. Friday, July 28, 2023 – 11:00 p.m. Saturday, July 29, 2023; **Closures:** East 11th Street from Jersey Ridge Road to Hillcrest Avenue; River Street between Hillcrest Avenue and Edgehill Terrace. [Ward 5]

   Cornbelt Running Club; Bix 7 and Quick Bix; Saturday, July 29, 2023 4:00 a.m. – 12:00 p.m. **Closures:** Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 28); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 28 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 15th Street to East 4th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 12:00 p.m. on Friday, July 28); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 28); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]

8. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Redstone Parking Garage Stair Tower Masonry Improvements project, CIP #23062. [Ward 3]

9. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Aquatic Center Roof Replacement project, CIP #23072. [Ward 5]

10. Resolution approving the plans, specifications, form of contract, and estimate of cost for the Davenport Municipal Airport South Ramp Reconstruction project, CIP #20015. [Ward 8]

11. Resolution awarding a three-year contract with an annual extension not to exceed five years in total length for vehicle telematic services to Telus Communications Inc of St. Johns, Canada using Sourcewell contract #020221-SKY. [All Wards]

12. Resolution awarding a contract for the Carriage Hill Drive Reconstruction project to N.J. Miller Inc of Bettendorf, Iowa in the amount of $239,296.35, CIP #35062. [Ward 6]

13. Resolution awarding a contract for the East Locust Street and Eastern Avenue Intersection Reconstruction project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of $734,500, CIP #35061. [Ward 5]

14. Resolution awarding a contract for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project to N.J. Miller, Inc of Bettendorf, Iowa in the amount of $550,172, CIP #35061. [Ward 5]

15. Resolution awarding a contract for the CY 2023 Contract Milling Program to Manatts Inc - Eastern Iowa Division of Camanche, Iowa in the amount of $193,967.40, CIP #35041. [All Wards]

16. Resolution awarding a contract for the Tremont Sanitary Sewer Interceptor project to Langman Construction Inc of Rock Island, Illinois in the amount of $3,078,755.76, CIP #30048. [Ward 3]

17. Resolution awarding a contract for construction inspection services for the Tremont Sanitary Sewer Interceptor project to Veenstra & Kimm, Inc of Rock Island, Illinois in an amount not to exceed $105,167.48, CIP #30048. [Ward 3]

18. Resolution awarding a contract for a sanitary sewer condition assessment within the Robin Creek and Northpark Basin to Strand & Associates Inc of Madison, Wisconsin in an amount not to exceed $505,590, CIP #30057. [Ward 7]

19. Resolution authorizing the submission of a Land and Water Conservation Fund (LWCF) Program grant application to the Iowa Department of Natural Resources for financial assistance with outdoor recreation area development for the Goose Creek Park Stream Restoration and Access project. [Ward 8]

20. Resolution approving the Response and Recovery Assessment Plan and Substantial Damage Management Plan to address damage that may be

caused to property due to a disaster. [All Wards]

21. Resolution setting fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods. [All Wards]

22. Resolution adopting the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 - FY 2029 Capital Improvement Plan. [All Wards]

23. Resolution setting April 12, 2023, as date for sale of General Obligation Corporate Bonds, Series 2023 and approving preliminary official statement. [All Wards]

24. Resolution to fix a date for a public hearing on proposal to enter into an amended Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $11,287,000. [All Wards]

25. Resolution approving the purchase of new Pure Storage hardware from Insight Public Sector of Des Moines, Iowa in the amount of $193,271.34. [All Wards]

26. Motion approving the recommended allocations for Year 49 (July 1, 2023 – June 30, 2024) Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds. [All Wards]

27. Motion approving a noise variance request for the listed dates and times for an outdoor event.

    Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 3:00 p.m. - 10:00 p.m. Friday, July 28, 2023 and 10:00 a.m. - 10:00 p.m. Saturday, July 29, 2023; Outdoor music/bands, over 50 dBA. [Ward 5]

28. Motion approving beer and liquor license applications.

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

    **Ward 3**

    RME Courtyard (River Music Experience) - 121 West 2nd Street - Temporary License April-November - Outdoor Area - License Type: Class C Liquor (On-Premises)

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

    **Ward 3**

    Taste of Ethiopia (Taste of Ethiopia, LLC) - 102 South Harrison Street #300 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

    **Ward 5**

Brew in the Village (3 Blessings, Inc) - 1104 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

**Ward 6**

Combine, A Midwest Restaurant (Bass Street Grille, LLC) - 5266 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor - (On-Premises)

Panchero's Mexican Grill (Central Coast Hospitality, Inc) - 4888 Utica Ridge Road - License Type: Special Class C Beer/Wine (On-Premises)

QC Mart (Bethany Enterprises, Inc) - 2415 Est 53rd Street - Class B Beer (Carry-Out)

C. Request for 19/20-year-old Exemption

**Ward 3**

RME Courtyard (River Music Experience) - 121 West 2nd Street - Temporary License April-November - Outdoor Area - License Type: Class C Liquor (On-Premises)

29. Motion approving the payment to Insight Public Sector of Des Moines, Iowa for Pure Storage annual license renewal in the amount of $74,844.12. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

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

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

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Approval of the City Council Meeting minutes for March 8, 2023.

ATTACHMENTS:

| Type | Description |
|---|---|
| Exhibit | CC Min 030823 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Admin, Default | Approved | 3/17/2023 - 9:17 AM |

**City of Davenport, Iowa**

**City Council Meeting Minutes**

**Wednesday, March 8, 2023**

The City Council of Davenport, Iowa met in regular session on Wednesday, March 8, 2023 at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street, Davenport, Iowa with Mayor Matson presiding and all Aldermen present (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Gripp, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Jobgen, and Alderman Ortiz).

I. Moment of Silence

II. Pledge of Allegiance | Led by Alderwoman Meginnis

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes **APPROVED**

Approval of the City Council Meeting minutes for February 22, 2023.

VI. City Administrator Update

VII. Report on Committee of the Whole **APPROVED**

Approval of the Report on Committee of the Whole for March 1, 2023.

*CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, March 1, 2023 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderman Kelly. Upon the roll being called, all Aldermen were present (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Gripp, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Jobgen, and Alderman Ortiz).*

*The following Public Hearing was held: **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the North Clark Street (West 11th Street to West 13th Street) Reconstruction project, CIP #35061.*

*Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. On motion by Alderwoman Lee, second by Alderman Jobgen all items moved to the Consent Agenda. **Public Safety:** Alderman Jobgen reviewed all items listed. On motion by Alderwoman Dickmann, second by Alderman Dunn item #2, First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 6th Street along the south side from 75 feet east of Ripley Street, east 80 feet thereto, moved to the Discussion Agenda and all other items moved to the Consent Agenda. **Public Works:** Alderman Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderman Jobgen all items moved to the Consent Agenda. **Finance:** There were no items listed under Finance.*

*Council adjourned at **5:55 p.m.***

VIII. Appointments, Proclamations, Etc.

A. Appointments **APPROVED 2023-107**

1. Civil Rights Commission

- Frank Holley (new appointment)

2. Zoning Board of Adjustment

- Jeff Bloemker (new appointment)

B. Proclamations **ISSUED 2023-108**

1. Women in Construction Week | March 5-11, 2023

2. National Kidney Month | March 2023

IX. Presentations **HELD**

A. 2023 Art in City Hall Recognition

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

*On motion by Alderman Jobgen, second by Alderwoman Meginnis and all Aldermen present voting aye, the following Ordinance moved to second consideration:*

1. First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 6th Street along the south side from 75 feet east of Ripley Street, east 80 feet thereto. [Ward 3] **MOVED TO SECOND CONSIDERATION**

XII. Approval of All Items on the Consent Agenda

*On motion by Alderman Jobgen, second by Alderwoman Dickmann and all Aldermen present voting aye, the Consent Agenda was approved as follows:*

1. Third Consideration: Ordinance amending Schedule VII No Parking of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa by adding Fairmount Street along the east side from Locust Street to Garfield Street thereto. [Ward 1] **ADOPTED 2023-109**

ORDINANCE NO. **2023-109**

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

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

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

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

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

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

EFFECTIVE DATE. This ordinance shall be in full force and effective after its final passage and publication as by law provided.
Adopted 3/8/2023: Mike Matson, Mayor; Attest: Brian Krup, Deputy City Clerk

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

3. First Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding Bridge Avenue along the frontage of 1032 Bridge Avenue thereto. [Ward 5] **MOVED TO SECOND CONSIDERATION**

4. Resolution for Case F22-09 being the request of Beckett Place Development, LLC for a final plat of Beckett Place, a 51-lot subdivision on 25.8 acres located south of Veterans Memorial Parkway and east of Interstate 74. [Ward 6] **ADOPTED 2023-110**

5. Resolution for Case F22-07 being the request of Civil Engineering Consultants, Inc on behalf of MidAmerican Energy Company for a final plat of Subdivision 78, a 2-lot subdivision on 14.52 acres located at 6702 and 6652 North Division Street. [Ward 8] **ADOPTED 2023-111**

6. Resolution approving street, lane, or public ground closure requests for the listed dates and times to hold outdoor events. **ADOPTED 2023-112**

Davenport Community School District; Intermediate Track Meets; Brady Street Stadium | 3603 Brady Street; various dates and times in April 2023 (see attached list); **Closure:** 36th Street from Brady Street to west of Davenport Avenue. [Ward 7]

Brian Doerrfeld; Easter Egg Scramble; Village of East Davenport; Saturday, April 8, 2023 7:00 a.m. - 11:30 a.m.: **Closure:** Mound Street from East 11th Street to East 12th Street. [Ward 5]

Project Renewal; Fit-Fest; 906 West 5th Street; Saturday, April 15, 2023 7:00 a.m. - 12:00 p.m.; **Closures:** West 6th Street from Gaines Street to Marquette Street; Warren Street from West 5th Street to West 6th Street. [Ward 3]

Cornbelt Running Club; Arconic Jr Bix; Downtown; Friday, July 28, 2023 1:00 p.m. - 9:00 p.m.; **Closures:** East 4th Street from Pershing Avenue to River Drive; East 3rd Street from Iowa Street to River Drive; and Iowa and LeClaire Streets from 3rd Street to 4th Street. [Ward 3]

7. Resolution approving the plans, specifications, form of contract, and estimate of cost for the North Clark Street (West 11th Street to West 13th Street) Reconstruction project, CIP #35061. [Wards 1, 3, & 4] **ADOPTED 2023-113**

8. Resolution awarding a contract for the Waverly Road (Schuetzen Lane to North Lincoln Avenue) Reconstruction and Overlay project to Langman Construction Inc of Rock Island, Illinois in the amount of $436,954.25, CIP #35061. [Wards 1 & 3] **ADOPTED 2023-114**

9. Resolution awarding a contract for the West 75th Place Mill and Overlay project to Manatts Inc – Eastern Iowa Division of Camanche, Iowa in the amount of $254,998.90, CIP #35062. [Ward 8] **ADOPTED 2023-115**

10. Resolution awarding a blanket contract for the purchase of hot mix asphalt for the 2023 construction season to Manatts, Inc - Eastern Iowa Division of Camanche, Iowa and to back-up contractors Langman Construction, Inc of Rock Island, Illinois and RiverStone Group, Inc of Davenport, Iowa, CIP #35059. [All Wards] **ADOPTED 2023-116**

11. Resolution awarding a contract for the 2023 ADA Ramp Program to Collins Concrete LTD of Davenport, Iowa in the amount of $142,308.75, CIP #28024. [All Wards]
**ADOPTED 2023-117**

12. Resolution awarding a contract for the 2023 Sidewalk Repair Program to Collins Concrete LTD of Davenport, Iowa in the amount of $177,471.50, CIP #28028. [All Wards]
**ADOPTED 2023-118**

13. Resolution awarding a contract for the West 54th Street (Kelling Street to North Howell Street) Reconstruction project to Five Cities Construction Company of Coal Valley, Illinois in the amount of $338,865.50, CIP #35062. [Ward 8] **ADOPTED 2023-119**

14. Resolution awarding a contract for the Fulton Court to East Locust Street Alley Reconstruction project to Emery Construction Group Inc of Moline, Illinois in the amount of $226,144.40, CIP #35038. [Ward 5] **ADOPTED 2023-120**

15. Resolution awarding a contract for the Independence Drive Reconstruction project to Ihrig Works LLC of Long Grove, Iowa in the amount of $344,355, CIP #35062. [Ward 7]
**ADOPTED 2023-121**

16. Resolution awarding a contract for the FY 2024 DOT Full Depth Patching Program to Centennial Contractors of the Quad Cities of Moline, Illinois in the amount of $155,000, CIP #35045. [Wards 1, 2, 3, 6, & 7] **ADOPTED 2023-122**

17. Resolution approving and authorizing the execution of an agreement between the City of Davenport and the Iowa Department of Transportation (DOT) covering the provision of Federal-aid Funding for the East 13th Street Bridge over Canadian Pacific Railway (CPR) Replacement project, CIP #21007. [Ward 5] **ADOPTED 2023-123**

18. Resolution accepting an agreement with John Deere where they will pay the full cost to install traffic signals at the intersection of East 90th Street and their west driveway/Scott Park Road, and authorizing the City to begin work on the project. [Ward 8] **ADOPTED 2023-124**

19. Motion approving a noise variance request for the listed dates and times for outdoor events. **PASSED 2023-125**

The Coffee House; Outdoor performances; 1315 Jersey Ridge Road; Fridays and Saturdays 2:00 p.m. - 8:00 p.m. April 1, 2023 - October 31, 2023; Outdoor music/bands, over 50 dBA. [Ward 5]

20. Motion approving beer and liquor license applications. **PASSED 2023-126**

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

**Ward 3**

Daiquiri Factory (Daq Fac, LLC) - 303 West 3rd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

Dam View Inn (VanDamQC, LLC) – 410 East 2nd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

Kilkenny's Pub & Eatery (Kilkenny's Pub, Inc) – 300 West 3rd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

Mac's Tavern (Failte, Inc) – 316 West 3rd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

The Office (Local 563 Cocktail Lounge, LLC) – 116 West 3rd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

Carriage Haus (Smoking Haus Entertainment) - 312 West 3rd Street – Temporary Outdoor Area March 18 – License Type: Class C Liquor (On-Premises)

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

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

**Ward 2**

Applebee's Neighborhood Grill & Bar (Apple Corps, LP) - 3005 West Kimberly Road - License Type: Class C Liquor (On-Premises)

**Ward 3**

Dam View Inn (VanDamQC, LLC) – 410 East 2nd Street – License Type: Class C Liquor (On-Premises)

Golden Mart (Golden Mart, Inc) - 1026 West River Drive - License Type: Class E Liquor (Carry-Out)

Kilkenny's Pub & Eatery (Kilkenny's Pub, Inc) – 300 West 3rd Street – License Type: Class C Liquor (On-Premises)

**Ward 4**

Hy-Vee Market Café (Hy-Vee, Inc) - 2351 West Locust Street (Café Area) - License Type: Class C Liquor (On-Premises)

**Ward 6**

Rave Davenport 53 & Imax (Cinemark USA, Inc) - 3601 East 53rd Street - License Type: Special Class C Beer/Wine (On-Premises)

**Ward 8**

Fareway Stores, Inc #987 (Fareway Stores, Inc) - 1635 West 53rd Street - License Type: Class E Liquor (Carry-Out)

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

XVI. Adjourn **6:20 p.m.**

Brian J. Krup

Brian J. Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Approval of the Report on Committee of the Whole for March 15, 2023.

ATTACHMENTS:

| Type | Description |
|---|---|
| Exhibit | COW Report 031523 |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Admin, Default | Approved | 3/17/2023 - 9:21 AM |

CITY HALL, 226 WEST 4TH STREET, COUNCIL CHAMBERS, Davenport, Iowa, Wednesday, March 15, 2023 -- The Davenport City Council met in Committee of the Whole at 5:30 p.m. with Mayor Matson presiding. The Council observed a moment of silence. Pledge of Allegiance led by Alderwoman Lee. Upon the roll being called, all Aldermen were present except Alderman Jobgen (Alderman Dunn, Alderman Kelly, Alderwoman Meginnis, Alderwoman Lee, Alderman Gripp, Alderman Condon, Alderman Cornette, Alderwoman Dickmann, and Alderman Ortiz).

The following Public Hearings were held: **Community Development:** 1. on the recommended allocations for Year 49 (July 1, 2023 – June 30, 2024) Community Development Block Grant (CDBG) funds. **Public Works:** 1. on the plans, specifications, form of contract, and estimate of cost for the Redstone Parking Garage Stair Tower Masonry Improvements project, CIP #23062; 2. on the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Aquatic Center Roof Replacement project, CIP #23072; and 3. on the plans, specifications, form of contract, and estimate of cost for the Davenport Municipal Airport South Ramp Reconstruction project, CIP #20015. **Finance:** 1. on the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 - FY 2029 Capital Improvement Plan.

The following Proclamation was issued: National Day of Empathy | March 15, 2023, **2023-127.**

Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) **Community Development:** Alderman Gripp reviewed all items listed. On motion by Alderwoman Lee, second by Alderman Dunn all items moved to the Consent Agenda. **Public Safety:** Alderwoman Dickmann reviewed all items listed. On motion by Alderwoman Dickmann, second by Alderman Ortiz all items moved to the Consent Agenda. **Public Works:** Alderman Dunn reviewed all items listed. On motion by Alderman Kelly, second by Alderwoman Dickmann all items moved to the Consent Agenda. **Finance:** Alderman Condon reviewed all items listed. On motion by Alderman Cornette, second by Alderman Ortiz all items moved to the Consent Agenda.

On motion by Alderman Dunn, second by Alderman Gripp and all Aldermen present voting aye, Council recessed to Executive Session at **6:21 p.m.** to discuss strategy with counsel on matters involving litigation pursuant to Iowa Code Section 21.5(1)(c). Council reconvened in Executive Session at **6:25 p.m**. with Mayor Matson and all Aldermen present except Alderman Jobgen (Alderman Condon, Alderman Cornette, Alderwoman Dickmann, Alderman Dunn, Alderman Gripp, Alderman Kelly, Alderwoman Lee, Alderwoman Meginnis, and Alderman Ortiz). Others present included City Administrator Corri Spiegel, Corporation Counsel Tom Warner, and Attorney Jason O'Rourke from Lane & Waterman LLP. On motion by Alderman Gripp, second by Alderman Ortiz, Council went back into open session and adjourned at **6:46 p.m.**

City of Davenport

Department: Office of the Mayor
Contact Info: Tiffany Thorndike | 563-326-7701

**Action / Date**
**3/22/2023**

Subject:
Civil Service Commission
- Michael Schertz (re-appointment)

Background:
Michael Schertz is a re-appointment to the Civil Service Commission. Term dates for this appointment are April 1, 2023 - March 31, 2028. Legal notice of Michael's appointment to the Civil Service Commission was posted in the *Quad-City Times* on February 17, 2023 as required by state code.

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Office of the Mayor | Thorndike, Tiffany | Approved | 2/16/2023 - 9:55 AM |

City of Davenport

Department: Office of the Mayor
Contact Info: Tiffany Thorndike | 563-326-7701

**Action / Date**
**3/22/2023**

Subject:
Plan and Zoning Commission
- Dave Tallman (re-appointment)
- Regen Johnson (re-appointment)

Background:
Dave Tallman and Regen Johnson are both re-appointments to the Plan and Zoning Commission. Term dates for both Dave and Regen are April 1, 2023 - March 31, 2028.

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Office of the Mayor | Thorndike, Tiffany | Approved | 2/16/2023 - 9:57 AM |

City of Davenport

Department: Office of the Mayor
Contact Info: Tiffany Thorndike | 563-326-7701

**Action / Date**
**3/22/2023**

Subject:
Riverfront Improvement Commission
- Angela Stone (new appointment | 4th Ward)

Background:
Angela Stone is a new appointment to the Riverfront Improvement Commission, serving as the 4th Ward representative. She is filling a vacancy and term dates for Angela's appointment are March 23, 2023 to April 30, 2027.

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Office of the Mayor | Thorndike, Tiffany | Approved | 3/9/2023 - 12:54 PM |

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

**Action / Date**
**3/22/2023**

Subject:
National Work Zone Awareness Week | April 17 - 21, 2023

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Office of the Mayor | Admin, Default | Approved | 3/15/2023 - 4:58 PM |

City of Davenport

Department: Office of the Mayor
Contact Info: Samantha Torres | 563-327-5128

**Action / Date**
**3/22/2023**

Subject:
Child Abuse Prevention Week | April 2 - 8, 2023

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Office of the Mayor | Admin, Default | Approved | 3/15/2023 - 5:00 PM |

City of Davenport

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

**Action / Date**
**3/22/2023**

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

Recommendation:
Adopt the Ordinance.

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

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

ATTACHMENTS:

| Type | Description |
|---|---|
| Ordinance | Ordinance |

REVIEWERS:

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

ORDINANCE NO. _____

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

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

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

13.16.109 **Fees.**

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Second Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled "Schedules" by adding 6th Street along the south side from 75 feet east of Ripley Street, east 80 feet thereto. [Ward 3]

Recommendation:
Adopt the Ordinance.

Background:
The resident at 321 West 6th Street is having issues with the residents in the adjacent apartment building. The apartment does have some off-street parking available in back but it is more convenient for residents to park on the street. The home does have a driveway but no garage. The apartment residents often take up the parking in front of the home and block the driveway. Numerous calls have been made to the Police Department to clear room in front of the driveway and it has been decided to try a resident parking only zone to see if that will help.

ATTACHMENTS:

| Type | Description |
|---|---|
| Ordinance | Ordinance |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Engineering | Moses, Trish | Approved | 2/22/2023 - 2:21 PM |
| Public Works Committee | Moses, Trish | Approved | 2/22/2023 - 2:21 PM |
| City Clerk | Admin, Default | Approved | 2/23/2023 - 4:40 PM |

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XI RESIDENT PARKING ONLY OF CHAPTER 10.96 ENTITLED "SCHEDULES" BY ADDING 6TH STREET ALONG THE SOUTH SIDE FROM 75 FEET EAST OF RIPLEY STREET, EAST 80 FEET THERETO.

Section 1. That Schedule XI Resident Parking Only of Chapter 10.95 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

6th Street along the south side from 75 feet east of Ripley Street, east 80 feet.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Second Consideration: Ordinance amending Schedule XI Resident Parking Only of Chapter 10.96 entitled “Schedules” by adding Bridge Avenue along the frontage of 1032 Bridge Avenue thereto. [Ward 5]

Recommendation:
Adopt the Ordinance.

Background:
The resident at 1032 Bridge Avenue lives across the street from a large apartment complex. There is 90-degree parking along the north side of the apartment buildings but residents will often park on Bridge Avenue if it is closer to their apartment doors. The parking in front of 1032 Bridge is often occupied by these residents and it is believed that a resident parking only zone in front of this home will help take care of this problem. The zone will be 50 feet long.

ATTACHMENTS:

| Type | Description |
|---|---|
| Ordinance | Ordinance |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Engineering | Moses, Trish | Approved | 2/22/2023 - 2:20 PM |
| Public Works Committee | Moses, Trish | Approved | 2/22/2023 - 2:21 PM |
| City Clerk | Admin, Default | Approved | 2/23/2023 - 4:41 PM |

ORDINANCE NO. _____

AN ORDINANCE AMENDING SCHEDULE XI RESIDENT PARKING ONLY OF CHAPTER 10.96 ENTITLED "SCHEDULES" BY ADDING BRIDGE AVENUE ALONG THE FRONTAGE OF 1032 BRIDGE AVENUE THERETO.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa be and the same is hereby amended by adding the following:

Bridge Avenue along the frontage of 1032 Bridge Avenue.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Published in the *Quad-City Times* on _____

Attest:

_____ _____

Mike Matson
Mayor

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
First Consideration: Ordinance amending Schedule I Snow Routes of Chapter 10.96 entitled "Schedules" by deleting various streets throughout the city therefrom. [Wards 1, 3, & 8]

Recommendation:
Adopt the Ordinance.

Background:
The following streets are being proposed for removal as snow routes:

- Beiderbecke Drive from Marquette Street to Brady Street
- Research Drive from Research Parkway to the dead end
- Johnson Avenue from Fairmount Street to Gayman Avenue
- Gayman Avenue from Johnson Avenue to Rockingham Road
- Belle Avenue from 57th Street to 58th Street
- Heather Avenue from 57th Street to 58th Street
- 57th Street from Belle Avenue to Heather Avenue

Beiderbecke Drive no longer needs to be a snow route because there aren't activities along that corridor that would require the street to be plowed sooner than other streets. All of the other streets are very close to other snow routes so the people who live or work on those streets are within a block of another snow route.

ATTACHMENTS:

| | Type | Description |
|---|---|---|
| | Ordinance | Ordinance |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Engineering | Admin, Default | Approved | 3/10/2023 - 10:43 AM |

ORDINANCE NO. _____

ORDINANCE AMENDING SCHEDULE I SNOW ROUTES OF CHAPTER 10.96 ENTITLED "SCHEDULES" BY DELETING VARIOUS STREETS THROUGHOUT THE CITY THEREFROM.

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

Section 1. That Schedule I Snow Routes of Chapter 10.96 entitled "Schedules" of the Municipal Code of Davenport, Iowa be and the same is hereby amended by deleting the following:

Beiderbecke Drive from Marquette Street to Brady Street
Research Drive from Research Parkway to the dead end
Johnson Avenue from Fairmount Street to Gayman Avenue
Gayman Avenue from Johnson Avenue to Rockingham Road
Belle Avenue from 57th Street to 58th Street
Heather Avenue from 57th Street to 58th Street
57th Street from Belle Avenue to Heather Avenue

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<br>Mayor | Brian Krup<br>Deputy City Clerk |

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner). [Adjacent to Ward 8]

Recommendation:
Adopt the Resolution.

Background:
RIVALDD Farms, Inc has presented a petition for the annexation of Parcels #932907002, #932923001, #932939001, #932833001, and #932817002. The 182.35 acre tract of land is located south of Slopertown Road and west of Hillandale Road (see attached location map).

There is no development planned for the property at this time. The Davenport +2035 Comprehensive Plan included this land within the Urban Service Boundary and has identified the future land use as Industry.

Annexations in Iowa must be approved by the State of Iowa's City Development Board (CDB). It is anticipated the Board will consider this matter at its May 10, 2023 meeting.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Annexation Map-City Limit Overview |
| Backup Material | Annexation Map-RIVALDD Farms, Inc. Property |
| Backup Material | Voluntary Annexation Application |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Community Planning & Economic Development | Berkley, Laura | Approved | 3/10/2023 - 11:14 AM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION of support for Case ANX23-01 for the annexation of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road to the City of Davenport, Iowa (RIVALDD Farms, Inc, Petitioner).

WHEREAS, RIVALDD Farms Inc is the owner of 182.35 acres, more or less, of territory located south of Slopertown Road and west of Hillandale Road, legally described as follows:

Parcel #932907002:

The Northeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road. (17.53 Acres)

Parcel #932923001:

The Southeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (41 Acres)

Parcel #932939001:

The Northeast Quarter of the Southeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (40.77 Acres)

Parcel #932833001:

The Northwest Quarter of the Southwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa. (40.3 Acres)

Parcel #932817002:

The West Half of the Northwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road. (42.75 Acres); and

WHEREAS, the annexation will extend to the centerline of Slopertown Road to the north; and

WHEREAS, the City desires to annex this territory to the City's corporate limits in order to accommodate future development; and

WHEREAS, Section 368.7 of the Code of Iowa provides for the voluntary annexation of territory adjoining the incorporated area of a municipality; and

WHEREAS, pursuant to the Code of Iowa, the City mailed notice of the application via certified mail, at least fourteen business days prior to the anticipated action of the City Council on the application, to the council of each city whose boundary adjoins the territory or is within two miles of the territory (in this case the City of Eldridge), to the board of supervisors of each county which contains a portion of the territory (in this case Scott County), each affected public utility (in this case CenturyLink, Iowa-American water, REC Eastern Iowa, MediaCom, and MidAmerican Energy Company), and to the regional planning authority of the territory (in thiscase the Bi-State Regional Commission); and further, notice of the application was published in an official county newspaper in each county which contains a portion of the territory (in this case the *Quad-City Times*).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the petition for annexation of the area shown on the attached map and legally described above be, and the same is hereby approved, and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution as required by law; and

BE IT FURTHER RESOLVED that City staff is directed to provide appropriate documentation of this action for review and approval by the City Development Board of the State of Iowa, and that the City Clerk be and is hereby authorized and directed to file a certified copy of this resolution and attachments with the Scott County Recorder, and the Iowa Secretary of State.

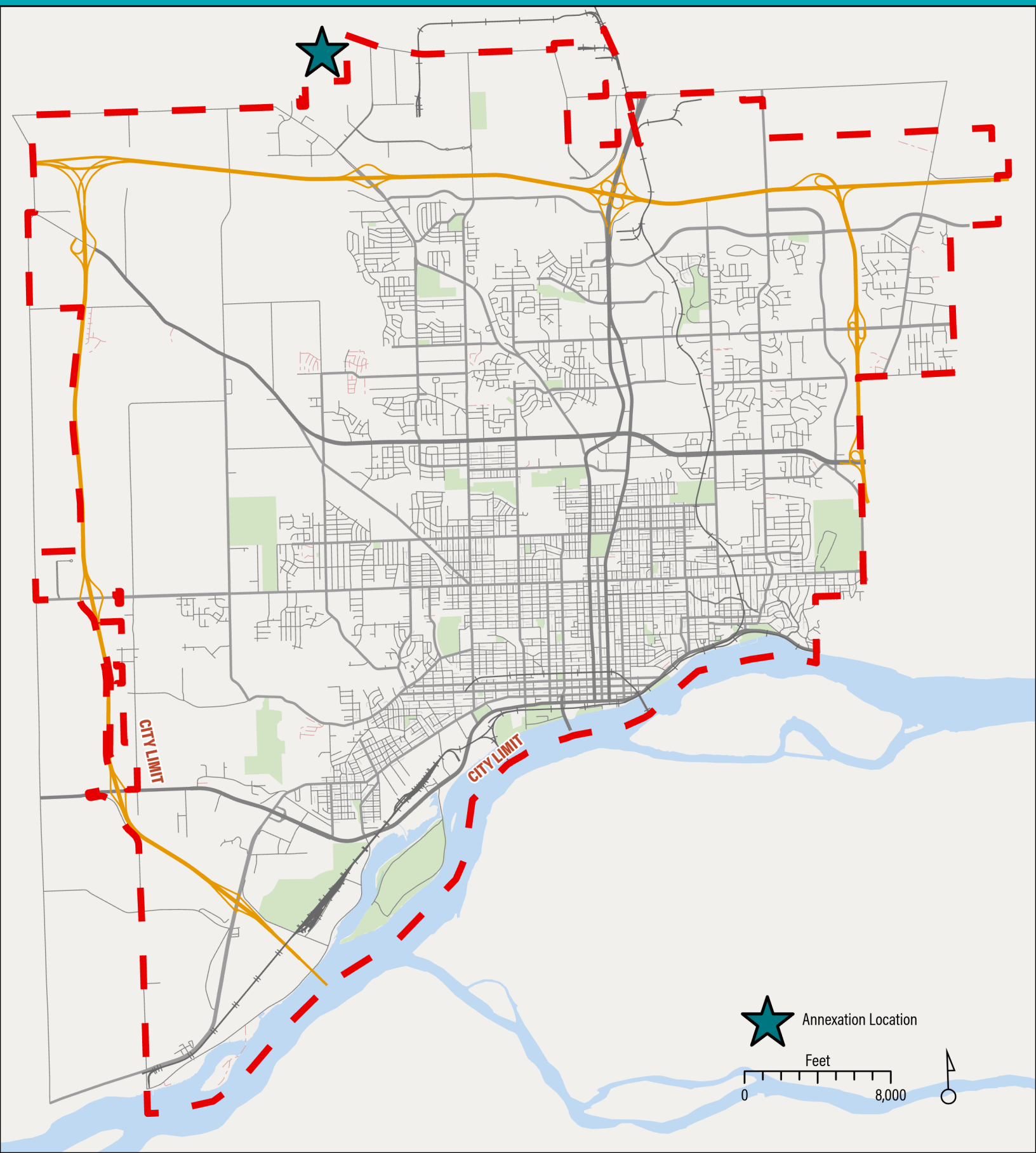
Passed and approved this 22nd day of March, 2023.

| Approved: | Attest: |
| --- | --- |
| _____ | _____ |
| Mike Matson<br>Mayor | Brian Krup<br>Deputy City Clerk |

THE CITY OF DAVENPORT
IOWA | USA

# Annexation Proposal

## Location



THE CITY OF DAVENPORT
IOWA | USA

# Annexation Proposal

Parcels: #932907002, #932923001, #932939001, #932833001, & #932817002

City of Davenport, Iowa

# VOLUNTARY ANNEXATION APPLICATION

To the Council of the City of Davenport, Iowa:

We, being all of the owners of the following described territory adjoining the City of Davenport, Iowa hereby make application to your Honorable Body to assent by resolution to such territory becoming a part of the City of Davenport, Iowa. Attached hereto is a plat of such territory showing the situation thereof with reference to the existing limits of the City.

***Property Address*** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned:

***Legal Description:***

Parcel #932907002:
The Northeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road.

Parcel #932923001:
The Southeast Quarter of the Northeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932939001:
The Northeast Quarter of the Southeast Quarter of Section 29, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932833001:
The Northwest Quarter of the Southwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa.

Parcel #932817002:
The West Half of the Northwest Quarter of Section 28, Township 79 North, Range 3 East of the 5th P.M., in Scott County, Iowa, lying South of Slopertown Road.

***Property Owner(s): RIVALDD Farms, Inc.***

***Applicant / Contact: Dennis Kay, President***

***Phone Number: 563-579-7282***

***Email: rivalddfarms@icloud.com***

***Signed by:*** _____ ***Date:*** 02/23/2023

*Dennis Kay, President, RIVALDD Farms, Inc. (Property Owner)*

**Signed by:** _____ **Date:** 02/23/2023
(Property Owner)

***Note: no other signature may be substituted for the Property Owner's Signature.)***

***And:*** _____ ***Date:*** _____
(Applicant/Contact)

Original Signatures are Required

*If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest the letter.

STATE OF IOWA

COUNTY OF SCOTT

On this 23 day of February, 2023, before me, a Notary Public in and for Scott County, Iowa, personally appeared Dennis Kay, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

LORI NELSON
Notarial Seal - Iowa
Commission # 723010
My Commission Expires 6-20-24

_____
Notary Public in and for Scott County, Iowa

STATE OF IOWA

COUNTY OF SCOTT

On this _____ day of _____, 20____, before me, a Notary Public in and for Scott County, Iowa, personally appeared _____, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as voluntary act and deed.

_____
Notary Public in and for Scott County, Iowa

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution adopting the Extreme DREAM Project utilizing $2,100,000 from the sale proceeds of the Heritage. [Wards 3 & 4]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport implemented the DREAM and DREAM Plus Projects to invest funds in the exterior of homes in previously disadvantaged areas in the Central City. Most recently the DREAM Plus Project funded both owner occupied and rental property exterior improvements in the Gaines Street Corridor.

The Extreme DREAM Project builds on this momentum and is focused on rehabilitating vacant and abandoned homes in the Gaines Street corridor. An eligible property must have severe code violations that prohibit occupancy and have had no sanitary service for a minimum of six months.

Extreme DREAM can offer a dollar-for-dollar match of project funds up to $100,000 for qualifying expenses. Qualifying expenses can include the purchase price of the property and the rehabilitation cost. At the end of the project, the home must be either owner occupied or sold to an owner occupant for five years.

In order to apply, applicants must supply the following information:

- Letter of intent to purchase or property deed
- Proof of available funds or ability to finance
- Overall design, scope, bids and timeframe
- Demonstrated ability to complete a project of this scale

Funding for Extreme DREAM comes from $2.1 million in proceeds from the sale of the Heritage. Adoption of this Resolution would authorize staff to implement this project, create program rules as needed, and commit funding to individual projects.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Map |
| Backup Material | Potentially Eligible Properties |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Community Planning & Economic Development | Berger, Bruce | Approved | 3/9/2023 - 12:41 PM |

Resolution No. _____

Resolution offered by Alderman Gripp.

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

RESOLUTION adopting the Extreme DREAM Project utilizing $2,100,000 from the sale proceeds of the Heritage.

WHEREAS, the DREAM Project, which began in 2019, has had a positive impact on many neighborhoods in the Central City through the exterior rehabilitation of homes; and

WHEREAS, the Gaines Street Corridor has a significant number of abandoned and vacant properties that will require substantial investment to return to being a positive contributing part of the neighborhood; and

WHEREAS, the City seeks to provide a financial incentive of up to $100,000 in matching funds to qualified applicants in order to increase the vibrancy of the Gaines Street Corridor and increase the assessed valuation.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Extreme DREAM Project utilizing $2,100,000 from the sale proceeds of the Heritage is hereby approved, and staff is authorized to implement this project, create program rules as needed, and commit funding to individual projects.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

# Proposed Extreme DREAM Area

**City of Davenport Extreme DREAM**

**Gaines Street Corridor Potentially Eligible Homes**

| | | Deed Holder | | |
|---|---|---|---|---|
| **Property Address** | **Parcel** | **Name** | **Address** | **CSZ** |
| 614 W 7TH ST | G0045-24 | MCCALLUM, MEGHAN | 2515 ASHLAND AVE | EVANSTON IL 60201 |
| 431 W 8TH ST | G0043-15 | MORNING JR GUNNIE | 3603 ROCKINGHAM RD | DAVENPORT IA 52802 |
| 501 W 8TH ST | G0044-19 | FAISON, JOE D | 2130 W 38TH PL | DAVENPORT IA 52806 |
| 603 W 8TH ST | G0045-16 | PARKS, SCOTT | 1915 31ST ST A | MOLINE IL 61265 |
| 614 W 9TH ST | G0036-07 | ROGUE 22 LLC | 13575 LYNAM DRIVE | OMAHA NE 68138 |
| 623 W 9TH ST | G0045-06 | FUTURE CAPITAL LLC | 5001 TREMONT AV | DAVENPORT IA 52807 |
| 617 W 13TH ST | G0029-02 | DAERON LLC | 1535 W 15TH ST | DAVENPORT IA 52804 |
| 615 W 14TH ST | G0020-27A | QUIET CAPITAL LLC | 5001 TREMONT AVE | DAVENPORT IA 52807 |
| 801 W 14TH ST | G0019-30 | FRY, JEREMIAH | 2521 15TH ST | ROCK ISLAND IL 61201 |
| 811 W 14TH ST | G0019-29 | FRY, JEREMIAH | 2521 15TH ST | ROCK ISLAND IL 61201 |
| 713 W 15TH ST | G0013-10 | HOMECOMINGS FINANCIAL LLC | P O BOX 205 | WATERLOO IA 50704 |
| 1136 BROWN ST | G0030-30 | RESIDENTIAL EQUITY PARTNERS LLC | 25 CRESCENT DR STE A-220 | PLEASANT HILL CA 94523 |
| 1302 BROWN ST | G0019-35 | JAMES ATWATER | 1819 GRAND AVE | DAVENPORT IA 52803 |
| 710 GAINES ST | G0045-40 | Rejean Wagner | 710 Gaines St | Davenport, IA 52802 |
| 520 GAINES ST | G0052-33 | 520 GAINES ST LLC | 3225 MCLEOD DRIVE | LAS VEGAS NV 89121 |
| 522 GAINES ST | G0052-34 | 522 GAINES ST LLC | 3225 MCLEOD DRIVE | LAS VEGAS NV 89121 |
| 829 GAINES ST | G0045-07 | DEVIN CRIMMINS | 829 N GAINES ST | DAVENPORT IA 52802 |
| 907 GAINES ST | G0036-19 | NGUYEN, ROBERT | 6201 MARQUETTE ST | DAVENPORT IA 52806 |
| 1116 GAINES ST | G0029-18 | OHP 5 LLC | 2920 HARRISON ST | DAVENPORT IA 52803 |
| 1222 GAINES ST | G0029-25 | CEDENO, ROBERTO | 501 6TH ST | ROCK ISLAND IL 61201 |
| 1404 GAINES ST | G0020-20 | HERNANDEZ-ZAVALA, MARIA YSABEL | 1505 PERSHING AV | DAVENPORT IA 52803 |
| 1012 SCOTT ST | G0037-05 | EVELAND, GREGORY | 1012 SCOTT ST | DAVENPORT IA 52803 |
| 1015 SCOTT ST | G0037-10 | BRITTON, DAVID L | 3320 SPRING ST APT 258 | DAVENPORT IA 52807 |
| 1025 SCOTT ST | G0037-13 | ROBERTS-CRIBBS, BETTY L | 5581 KRISTI LN | BETTENDORF IA 52722 |
| 1105 SCOTT ST | G0028-13 | JACKSON, DEVIN | 1105 SCOTT ST | DAVENPORT IA 52803 |
| 625 WARREN ST | G0051-52 | WOODS, MAURICE | PO BOX 489 | CRIPPLE CREEK CO 80813 |
| 823 WARREN | G0046-42 | CITY OF DAVENPORT | 226 W 4TH ST | DAVENPORT IA 52801 |
| 824 WARREN ST | G0046-48 | TATUM, EMMA JEAN | 824 WARREN ST | DAVENPORT IA 52802 |
| 920 WARREN ST | G0035-37 | AL-KEN LLC | PO BOX 3953 | DAVENPORT IA 52808 |
| 930 WARREN ST | G0035-39 | PHILLIPS, MIRIAM A | 930 WARREN ST | DAVENPORT IA 52804 |
| 1006 WARREN ST | G0035-41 | CITY OF DAVENPORT | 226 W 4TH ST | DAVENPORT IA 52801 |
| 1216 WARREN ST | G0030-10 | CITY OF DAVENPORT | 226 W 4TH ST | DAVENPORT IA 52801 |

City of Davenport

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

**Action / Date**
**3/22/2023**

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

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 9:30 a.m. Friday, July 28, 2023 – 11:00 p.m. Saturday, July 29, 2023; **Closures:** East 11th Street from Jersey Ridge Road to Hillcrest Avenue; River Street between Hillcrest Avenue and Edgehill Terrace. [Ward 5]

Cornbelt Running Club; Bix 7 and Quick Bix; Saturday, July 29, 2023 4:00 a.m. – 12:00 p.m. **Closures:** Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 28); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 28 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 15th Street to East 4th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 12:00 p.m. on Friday, July 28); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 28); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]

Recommendation:
Adopt the Resolution.

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

The Heights of the Era | The event sponsor is coordinating with the Bix regarding the closure of River Street as this street is used for emergency vehicle access during the race.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | The Heights of the Era Flyer to Neighbors |
| Backup Material | Bix 7 Map |
| Backup Material | Bix 7 Description |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Safety | Admin, Default | Approved | 3/10/2023 - 10:45 AM |

Resolution No. _____

Resolution offered by Alderman Jobgen.

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

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

*Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 9:30 a.m. Friday, July 28, 2023 – 11:00 p.m. Saturday, July 29, 2023;* ***Closures:*** *East 11th Street from Jersey Ridge Road to Hillcrest Avenue; River Street between Hillcrest Avenue and Edgehill Terrace. [Ward 5]*

*Cornbelt Running Club; Bix 7 and Quick Bix; Saturday, July 29, 2023 4:00 a.m. – 12:00 p.m.* ***Closures:*** *Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard from Brady Street to Jersey Ridge Road; Jersey Ridge Road from Kirkwood Boulevard to Middle Road; Middle Road from Kirkwood Boulevard to McClellan Boulevard; McClellan Boulevard from Middle Road to River Drive; East 4th St from Main Street to River Drive (East 4th Street from Pershing Avenue to River Drive closed beginning at 1:00 p.m. Friday, July 28); East 3rd Street from Main Street to River Drive (East 3rd Street from Iowa Street to River Drive closed beginning at 1:00 p.m. on Friday, July 28 to set up finish line); East 2nd Street from Main Street to Perry Street; East 15th Street from Brady Street to Perry Street; Perry Street from East 15th Street to East 4th Street; LeClaire Street from East 2nd Street to East 4th Street (beginning at 12:00 p.m. on Friday, July 28); Iowa Street from East 3rd Street to East 4th Street (beginning at 1:00 p.m. Friday, July 28); River Street from McClellan Boulevard to Hillcrest Avenue. [Wards 3 & 5]*

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

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

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

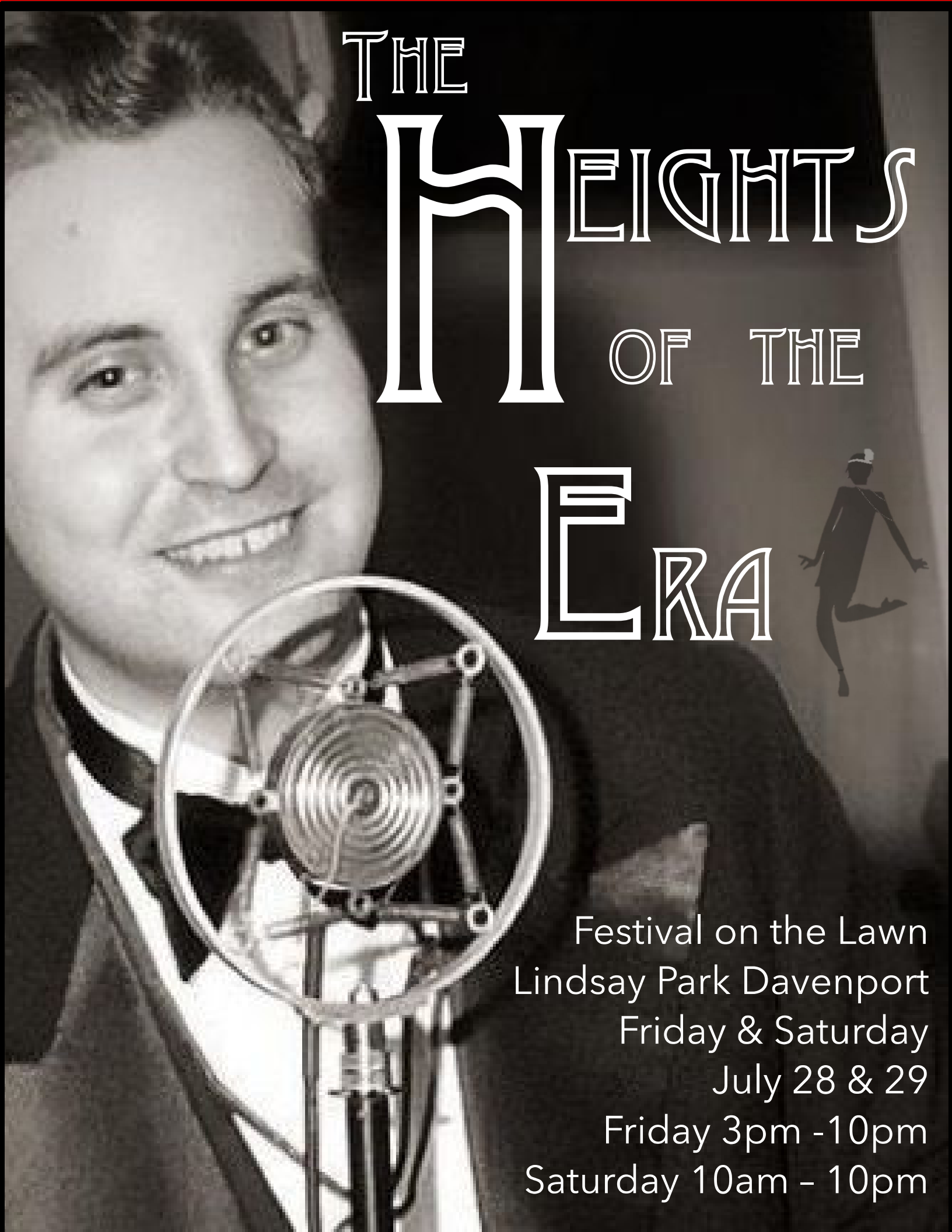
Passed and approved this 22nd day of March, 2023.

Approved:

_____
Mike Matson
Mayor

Attest:

_____
Brian Krup
Deputy City Clerk


The Heights of the Era
Festival on the Lawn
Lindsay Park Davenport
Friday & Saturday
July 28 & 29
Friday 3pm -10pm
Saturday 10am – 10pm

# SAMPLE LETTER

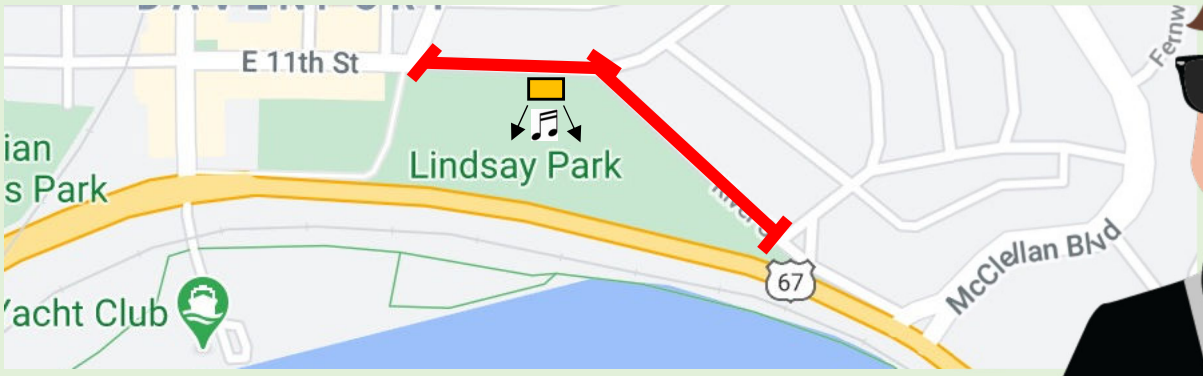
*YOU are formally invited as our Guest at*

# The Heights of the Era

**Festival on the Lawn**
**Lindsay Park**
**Friday & Saturday**
**July 29 & 29**
**Frida y 3pm - 10pm**
**Saturday 10am - 10pm**

For safety & privacy of residents, we are requesting that the City close the following streets from 9:30 until 11pm on event days – Friday July 28 & 29:

- E. 11th St between River St / Hillcrest Ave & Jersey Ridge
- River Street between Hillcrest Ave / 11th Street to Edgehill Terrace

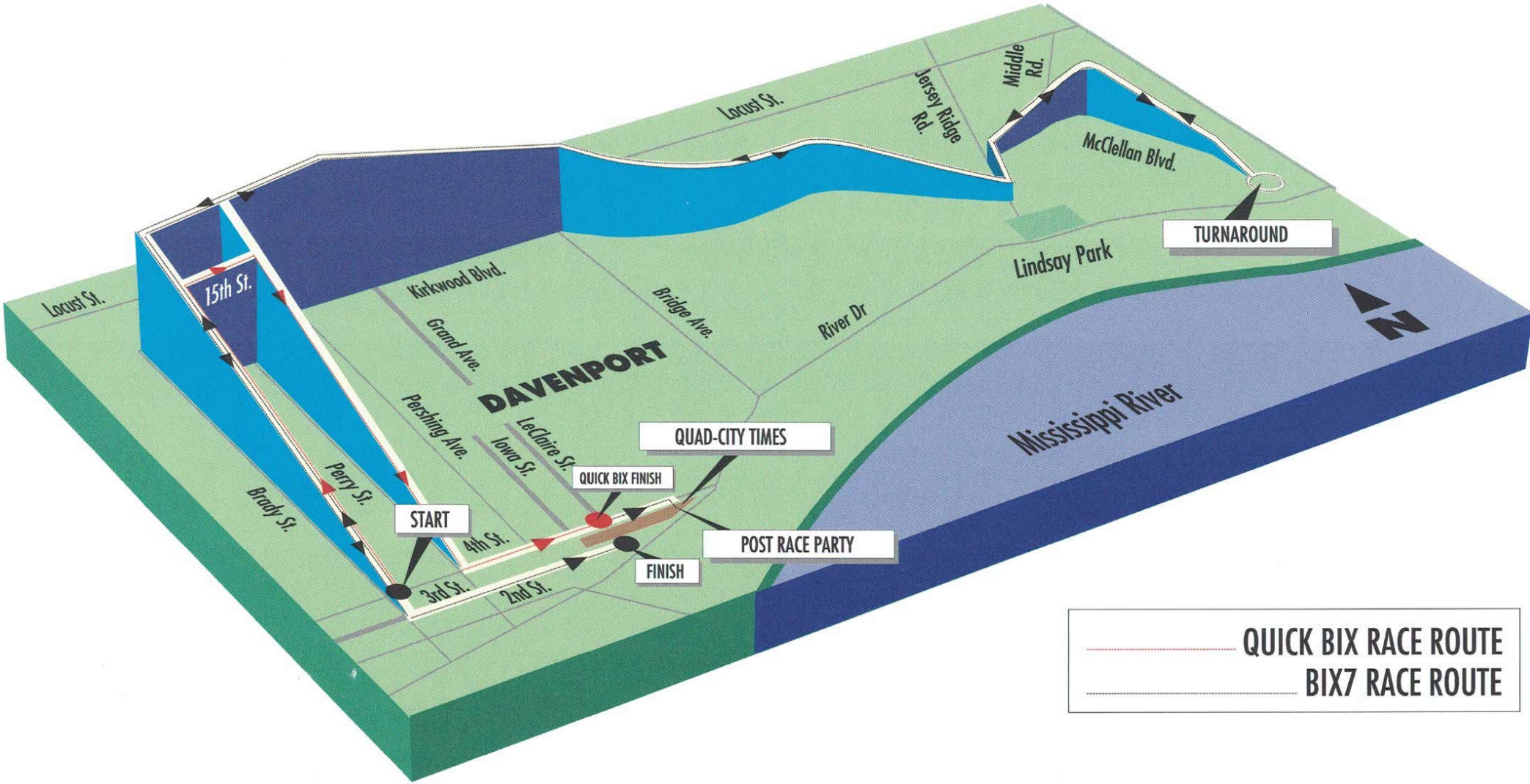



Road Closed Noon until 11pm
Music Stage

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**


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

2023 Quad-City Times Bix 7

"49th Anniversary"

The 49th Anniversary of the annual Bix 7 road race will be held on July 29th, 2023. The event will attract up to 20,000 participants and will use 4,000+ volunteers to ensure the safety and welfare of all participants.

The Cornbelt Running Club is requesting the following.

1. Closing the entire course route on July 29th, 2023. We will need to have "no parking" allowed from 5:00 am until 11:30 am. We are also requesting the closure of E River Drive/River St, between Hillcrest Ave and McClellan Blvd, during this time. This will allow emergency access to and from our secondary medical tent on River St near the turnaround.

2. No parking should start the evening before to insure no cars on the course race day.

3. The "Start Line" will again be at 4th St. & Brady St. Due to the recent bump-out curb on the Northeast corner of 4th and Brady, the Bix 7 will work with Davenport Public Works to make sure our participants cross this intersection safely.

4. At the start up of the race on Brady St., it will be necessary to notify all businesses in this area that the crowd of participants will make it impossible for access to their establishments until after the start of the event. At approximately 8:15 am., the Running Club will notify them that access is available.

5. The finish of the race will be on 3rd St. This year we will be turning left onto 3rd St. after coming down Brady St. The finish will be approximately at Le Claire St. The flow of the entrants will take them down 3rd St. into the Quad-City Times parking lot.

6. We are requesting to have 3rd St. closed to traffic at 1:00 pm on July 28th for set up of the finish line. 3rd St. from Iowa to River Dr. will need to be shut off.

7. We are requesting LeClaire St from 2nd to 4th Sts. beginning at 12 noon Friday for Medical tent set-up.

8. We request the closure of Iowa St. from 3rd to 4th Sts. beginning at 1:00 p.m. Friday.

9. We request the closure East 4th from Pershing to River Dr. beginning at 1:00 p.m. on Friday.

10. We request the closure of Iowa St between 2nd and 3rd Sts beginning at 5 am Saturday morning.

11. We request 3rd St to remain open until 9:00 pm for packet pickup.

12. We will need no parking signs put up on Thursday so that there will not be cars on the street during set up.

13. The after race party for the 20,000 participants will take place in the Quad-City Times parking lot.

14. We are requesting closing off 4th St. from River Dr. to Le Claire St. for additional room for the after race party. This will need to be closed off Saturday morning, 6:00 am until noon on July 29th.

15. We will also need barricades and other material, snow fence, etc.

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Redstone Parking Garage Stair Tower Masonry Improvements project, CIP #23062. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The project includes cleaning, joint replacement, and restoration of the existing masonry at Redstone Parking Garage. This work is needed to maintain the water tightness of the exterior walls of the building.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:05 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:06 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 2:42 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Redstone Parking Garage Stair Tower Masonry Improvements project, CIP #23062.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the Deputy City Clerk of Davenport, Iowa for the Redstone Parking Garage Stair Tower Masonry Improvements project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Redstone Parking Garage Stair Tower Masonry Improvements project.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Aquatic Center Roof Replacement project, CIP #23072. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
This project will replace the current roof on the pump house and the pool house at the Annie Wittenmyer Aquatic Center with metal shingles. This project has been approved by the Historic Preservation Commission.

The engineer's estimate for this project is $125,000. Funding for this project is from CIP #23072.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Merritt, Mallory | Approved | 3/7/2023 - 10:51 AM |
| Finance Committee | Merritt, Mallory | Approved | 3/7/2023 - 10:52 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:07 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Annie Wittenmyer Aquatic Center Roof Replacement project, CIP #23072.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Annie Wittenmyer AquaticsCenter Roof Replacement project; and

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

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

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution approving the plans, specifications, form of contract, and estimate of cost for the Davenport Municipal Airport South Ramp Reconstruction project, CIP #20015. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The South Ramp (Apron) pavement dates back to 1947 and given the age and severity of the concrete distress, it has been determined that it has served beyond its useful life. The airport has historically performed panel replacement on a regular basis in order to maintain the pavement at a serviceable level; however, the pavement has deteriorated to a point where it is no longer cost effective to continue with panel replacements. A comprehensive reconstruction is recommended as the most cost effective option.

McClure Engineering Company is the current 5-year contract holder for the FAA approved airport engineering and construction consultation service. They will be providing construction observation services during this construction project.

Funding for this project has been budgeted in CIP #20015. The estimated cost for this project is $1,231,914. The source of funding is through an FAA Airport Improvement Program grant of $658,722 (53%), State of Iowa Aviation Bureau grant of $400,000 (32%), and CIP #20015 in the amount of $173,192 (15%).

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:04 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:04 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:09 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the plans, specifications, form of contract, and estimate of cost for the Davenport Municipal Airport South Ramp Reconstruction project, CIP #20015.

WHEREAS, plans, specifications, form of contract, and estimate of cost were filed with the City Clerk of Davenport, Iowa for the Davenport Municipal Airport South Ramp Reconstruction project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for the Davenport Municipal Airport South Ramp Reconstruction project.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a three-year contract with an annual extension not to exceed five years in total length for vehicle telematic services to Telus Communications Inc of St. Johns, Canada using Sourcewell contract #020221-SKY. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Davenport Public Works currently uses the SkyHawk telematic service through Telus Communications Inc. It has met and continues to meet the needs of the department for oversight of the solid waste routes and snow removal operations. This contract proposal was priced via Sourcewell contract #020221-SKY.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | City of Davenport Telus Contract Proposal |
| Backup Material | City of Davenport Telus Contract Monthly Pricing Solid Waste |
| Backup Material | City of Davenport Telus Contract Monthly Pricing Snow Removal |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 10:08 AM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a three-year contract with an annual extension not to exceed five years in total length for vehicle telematic services to Telus Communications Inc of St. Johns, Canada using Sourcewell Contract #020221-SKY.

WHEREAS, the City needs to contract for vehicle telematic services; and

WHEREAS, Telus Communications Inc of St. Johns, Canada was awarded Sourcewell contract #020221-SKY as the lowest responsive and responsible bid.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a three-year contract with an annual extension not to exceed five years in total length for vehicle telematic services is hereby awarded to Telus Communications Inc of St. Johns, Canada using Sourcewell contract #020221-SKY.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

# City of Davenport

## Sourcewell Contract #020221-SKY

### Pricing Proposal

Walt Fischer

Walt.fischer@Telus.com | +1.513.739.5353

February 10, 2023

Sourcewell Awarded Contract
Contract # 020221-SKY

**CORPORATE OFFICE**
238 Torbay Road, First Floor
St. John's, NL
A1A 2H4

**TOLL FREE:** 1.888.258.3797
**FAX:** 1.709.737.2062
skyhawktelematics.com

# TELUS Communications (U.S.) Inc.

## SOFTWARE-AS-A-SERVICE AGREEMENT

## COVER PAGE

The attached documents describe the relationship between TELUS Communications (U.S.) Inc. ("**Company**") and the customer identified below ("***Customer***") (each of Company and Customer, a "***Party***"). The documents attached to this cover page ("***Cover Page***") will consist of the document entitled "Terms and Conditions" (the "***SaaS Terms***") and any schedules attached thereto, which describe and set forth the general legal terms governing the relationship (collectively, the "***Agreement***").

"Company" means: (a) TELUS Communications (U.S.) Inc. in the case where an Application Service is provided to the Customer located in the United States; and (b) Blue Oceans Satellite Systems Inc. (dba SkyHawk Telematics, a wholly owned Telus company) ("**Blue Oceans**") in the case where Equipment is being sold by Blue Oceans to the Customer. As it relates to the Application Service that is provided to the Customer, this Agreement is deemed to be solely between the Customer and TELUS Communications (U.S.) Inc., with TELUS Communications (U.S.) Inc. being (i) entitled to the TELUS rights and benefits, and (ii) responsible for performance of the TELUS obligations and promises, under this Agreement, as they apply to such Application Service. As it relates to Equipment that is sold to the Customer, this Agreement is deemed to be solely between the Customer and Blue Oceans, with Blue Oceans being (i) entitled to the Blue Oceans rights and benefits, and (ii) responsible for performance of the Blue Oceans obligations and promises, under this Agreement, as they apply to such Equipment.

This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "***Effective Date***").

**CUSTOMER INFORMATION:**

| | | | |
|---|---|---|---|
| Name/Customer: | City of Davenport, DPW | | |
| Address: | | Term: | 3 years + Mutually agreed upon automatic annual extensions |
| Sorcewell Number: | XXX | | |
| Billing Contact: | | Principal Contact Person: | Jim Erwin |
| Title: | | Title: | Fleet Division Manager \| Public Works |
| Phone: | | Phone: | (563) 326-7922 |
| Fax: | | | |
| Email Address: | | Email Address: | Jim.Erwin@davenportiowa.com |

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

**CUSTOMER:**

**By (Signature):**

**Name (Printed):**
**Title:**
**Date:**

**TELUS Communications (U.S.) Inc.**

**By (Signature):**

**Name (Printed):** Erin Emmott
**Title:** President
**Date:**

**Blue Oceans Satellite Systems Inc.:**

**By (Signature):**

**Name (Printed):** Paul Anderson
**Title:** General Manager
**Date:**

**FOR INTERNAL COMPANY USE ONLY:**

Contract #:: _____

**PRE AUTHORIZED PAYMENT DETAILS:**

**TELUS Communications (U.S.) Inc.**

**SOFTWARE-AS-A-SERVICE AGREEMENT**

# TERMS AND CONDITIONS

**1. DEFINITIONS.**

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

**1.1** "***Application Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Service, ("functionality") whether such functionality is provided in a scheduled release which materials are designed to facilitate use of the Application Service and which are provided by Company to Customer in accordance with the terms of this Agreement.

**1.2** "***Application IP***" will mean the Application Service, the Application Documentation, and any and all intellectual property provided to Customer (and/or any applicable Authorized End Users) in connection with the foregoing.

**1.3** "***Application Service(s)***" will mean the technology and application software set forth and described in a Schedule or Statement of Work to this Agreement.

**1.4** "***Authorized End User***" shall mean, collectively, any individual employees, agents, or contractors of Customer accessing or using the Application Service, under the rights granted to Customer pursuant to this Agreement; and through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

**1.5** "***Confidential Information***" will mean all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation will be deemed Confidential Information of Company.

**1.6** "***Customer Content***" will mean Vehicle Data and any other data, information and content provided or generated by Customer in connection with the Customer's use of the Application Services.

**1.7** "***Operator***" means any driver or user of a vehicle that Customer enrolls for or through which Customer receives the Application Services pursuant to this Agreement.

**1.8** "***Vehicle Data***" means data collected from equipment or assets through which the Customer receives the Application Services, including, without limitation: (a) telemetry data, including speed, location, and driver input data; and (b) diagnostic data.

**1.9** "***Web Interface***" will mean the website or websites through which Customer's Authorized End Users may access the Application Service in accordance with the terms of this Agreement.

**2. ACCESS AND USE.**

**2.1 Provision of Access**. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Application Service listed in a Schedule or a Statement of Work during the Term, solely for use by Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Application Service for the benefit of, or in relation to, the operation of Customer's business. The Customer will not download or install the Application IP onto any computers or devices. As soon as reasonably practicable after configuration of the application Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Service, whether the passwords or authentication means are assigned by Company or created by Customer or any Authorized End Users (the "***Credentials***"). Company shall also provide Customer the Application Documentation to be used by Customer in accessing and using the Application Service. Customer acknowledges and agrees that, as between Customer and Company, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Application Service, and shall cause Authorized End Users to comply with such provisions.

**2.2 Usage Restrictions**. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Company; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP;; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1 and 2.2, except for the sublicense right expressly granted in Section 2.2. Customer will not use any of the Application IP except in compliance with Company's obligations to any third party with respect thereto incurred prior to the Effective Date, including without limitation complying with any terms set forth in a Schedule to this Agreement, provided that Company has notified Customer of such obligations. Customer will ensure that its use of any of the Application IP complies with all applicable laws, statutes, regulations or rules, including any export and import requirements and will not use or compile any of the Application IP for the purpose of any illegal activities. Customer will further comply with any

documentation or written requirements provided by Company to Customer, and any best practices and industry specifications when using the Application Service.

**2.3 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Company and its licensors retain all right, title and interest in and to the Application IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Company retains the right to use the foregoing for any purpose in Company's sole discretion.

**2.4 Suspension.** Company may restrict, suspend, or terminate some or all of the Application Services or terminate this Agreement if the Customer fails to pay any amounts when required under this Agreement, by giving 10 days' advance notice to the Customer. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Application IP if (i) Company reasonably determines that (a) there is a threat or attack on any of the Application IP; (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other customer or vendor of Company; (c) Customer or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Company's provision of the Application Service to Customer or any Authorized End User is prohibited by applicable law; or (ii) any vendor of Company has suspended or terminated Company's access to or use of any third party services or products required to enable Customer to access the Application IP (each such suspension, in accordance with this Section 2.4, a "***Service Suspension***"). Company will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Company's registered email address) and to provide updates regarding resumption of access to the Application IP following any Service Suspension. Company will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Except as expressly set out in this Agreement, Company will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

**2.5 Professional Services**. From time to time, Customer may request that Company provide certain professional services to Customer, such as installation and configuration services. Any such professional services shall be governed by the Professional Services Addendum attached hereto as Schedule C and provided in accordance with any Work Statement (as defined therein) separately executed by the Parties thereunder.

**2.6 Equipment Sale.** In exchange for the payment of such charges as may be determined by reference to Schedule A (the **"Equipment Charges"**), Company shall sell to the Customer the equipment, firmware, devices, hardware and other materials, excluding any intellectual property in the foregoing, identified in Schedule A to this Agreement (the "**Equipment**"). Title to Equipment will transfer from the Company or directly from the original equipment manufacturer ("**OEM**") or Company's suppliers, as applicable, to the Customer upon Company's receipt of the full Equipment Charges plus applicable taxes for such Equipment. Any firmware supplied with the Equipment will be governed by any EULA accompanying the Equipment. Unless otherwise provided for in a Schedule or a Statement of Work, risk of theft, loss, vandalism, damage or destruction of Equipment will transfer from the Company, the OEM or Company supplier, as applicable, to the Customer immediately upon the shipping of the Equipment from the Company's, the OEM's or Company's supplier's facilities. The Equipment will be delivered to the Customer **"EX WORKS"** the Company's, the OEM's, or Company's supplier's facilities (Incoterms 2020). **Equipment Lease**. In exchange for the payment of such charges as may be determined by reference to Schedule A (the "**Equipment Charges**"), Company shall lease to the Customer the equipment, firmware, devices, hardware and other materials, excluding any intellectual property in the foregoing, identified in Schedule A to this Agreement (the "**Equipment**").

**3. CUSTOMER OBLIGATIONS.**

**3.1 Authorized End User Access to Services**. Subject to the terms and conditions herein, Customer may permit any Authorized End User to access and use the features and functions of the Application Service. Customer will ensure that any such Authorized End User will be bound by a contractual, enforceable agreement, which agreement, will, by its terms, provide substantially the same or greater protections for Company's Confidential Information and the Application IP as are provided by the terms hereof.

**3.2 Provision of Support to Authorized End Users**. Company shall provide technical support in accordance with Schedule B.

**3.3 Assistance to Company**. Customer will, at its own expense, provide assistance to Company, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.

**3.4 Data**. Customer understands that Personal Information, including the Personal Information of Authorized End Users, will be treated in accordance with the Company's privacy policy located at **telus.com/privacy** (the **"Privacy Policy"**). Customer consents to the collection, use and disclosure by the Company and its agents of Customer's personal information (whether previously collected or to be collected) for the purposes identified in the Privacy Policy. The Privacy Policy may be updated from time-to-time. Customer will obtain any and all necessary consents as may be required for the collection, use and disclosure to the Company or any Company supplier of any personal information that may be collected in connection with the provision and/or use of the Services. Customer will permit representatives of the Company to review Customer's consent practices from time to time during the term of this Agreement to confirm such practices meet the requirements of this Agreement.

Certain Vehicle Data may implicate or otherwise relate to the Operator. Customer will: (i) make each Operator aware of how Customer will use the Application Services, and (ii) make sure that each Operator understands what Vehicle Data is being collected and how that Vehicle Data will be used or disclosed. Customer will obtain valid consent from each Operator prior to the use of the Application

Services that implicate or otherwise related to the Operator. Customer will ensure that this consent is sufficient for Company to create, access, collect, use, disclose, process, store and transmit Vehicle Data as contemplated by this Agreement.

**3.5 Customer Content.** Customer is responsible for the supply, quality, condition, and content of all data and information entered into or collected by or stored in the Application Services by anyone using the Customer's Credentials. Company acknowledges that Customer owns or otherwise has rights to all Customer Content that it provides or otherwise permits access to Company through the Application Service and Customer grants to Company a non-exclusive license during the Term of the Agreement to use such Customer Content solely in connection with the provision of the Application Service to Customer. Customer represents and warrants that it has sufficient rights to transmit or otherwise permit access to any such Customer Content to Company, including any data or information contained therein and that, to the extent Customer shares or otherwise permits Company or the Application Service to make use of any credentials to obtain such data or information, that such sharing of credentials shall not violate the rights of, or any contractual obligations with, any third party. Customer acknowledges that Company may, in its discretion, archive Customer Content that is two (2) or more years old such that this archived Customer Content is not readily accessible through the Application Service.

**4. FEES AND EXPENSES; PAYMENTS.**

**4.1 Fees**. In consideration for the rights granted to Customer and the performance of Company's obligations under this Agreement, Customer shall pay to Company, without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A (the "***Fees***"). Unless otherwise provided in a Schedule, all such fees shall be due and payable within ten (10) calendar days after an invoice is issued by Company with respect thereto.

**Pre-authorized debit agreement**: Customer may authorize Company to take monthly pre-authorized debit payments by providing Customer's account information and financial institution on the Cover Page. Each monthly withdrawal will equal to the amount set forth in this Agreement, which amount may be increased by Company in accordance this Agreement, provided Company provides Customer with ten (10) days' written notice prior to the due date of the modified payment. Customer consents to the pre-authorized debit payments and waives its right to any other confirmation before the first scheduled payment. Customer can revoke its consent to pre-authorized debit payments at any time by providing Company with ten (10) business days' prior notice. Customer consents to the disclosure of the information regarding the pre-authorized debit payments under this Agreement to the financial institution as required to give effect to this paragraph, and agrees that such financial institution may rely on this consent for purposes of initiating payments from Customer's account.

**4.2 Taxes**. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Company's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to Company in full without any set-off, counterclaim, deduction or withholding (including any deduction or withholding of taxes); provided, however, if Customer determines that tax deduction is required, Customer shall (i) withhold the appropriate amount from such payment, (ii) pay such amount to the relevant authorities in accordance with applicable law, and (iii) gross up the payment to Company so that the net payment, after such deduction or withholding, equals the amount that would have been paid under this Agreement as if no deduction or withholding was required. Customer shall provide Company within 30 calendar days of the tax payment or within such period required under applicable law with such evidence as may be required by the applicable taxing authorities to establish that such taxes have been paid.

**4.3 Late Payments; Interest**. The Customer shall pay a late payment charge of two percent (2.0%) per month (compounded to 26.82% per year), or the maximum rate permitted by applicable law, whichever is less, calculated from the billing date, on any amounts not received by Company by the due date shown on the invoice. Company may change the late payment charge at any time by giving at least 30 days' advance notice to the Customer.

**5. TREATMENT OF CONFIDENTIAL INFORMATION.**

**5.1 Ownership of Confidential Information**. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

**5.2 Mutual Confidentiality Obligations**. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 9.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that Company may collect aggregated statistical data regarding Customer's use of the Application Service and provide such aggregated statistical data to third parties. In no event shall Company provide to third parties specific data regarding Customer or Customer's Authorized End Users.

**5.3 Confidentiality Exceptions**. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law,

provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

**5.4 Aggregated Statistics**. Notwithstanding anything else in this Agreement or otherwise, Company may monitor Customer's use of the Application Service and use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Service ("***Aggregated Statistics***"). As between Company and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company will be compiling Aggregated Statistics based on Customer Content input into the Application Service and Customer agrees that Company may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

**6. SERVICE LEVEL OBJECTIVES**

**6.1 [OPTION – IF APPLICABLE] Service Levels.:** The Company will make commercially reasonable efforts to meet the Service Level Agreement as further defined and described in Schedule B or a Statement of Work. Failure to comply with such Service Level Agreement is not a breach or material default of any provision of this Agreement. If the Company fails to meet a Service Level as defined and described in Schedule [B or a Statement of Work, the Customer will be entitled to credits as outlined in Schedule B or the Statement of Work, which shall be the Customer's sole recourse and exclusive remedy and Company's sole liability for any failure by Company to achieve the Service Level Agreement.

**7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.**

**7.1 Disclaimer.** COMPANY DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE APPLICATION SERVICES OR EQUIPMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT, THE APPLICATION IP, INCLUDING THE APPLICATION SERVICE, THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY COMPANY ARE PROVIDED "AS IS," AND COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.

**7.2 Exclusions of Remedies; Limitation of Liability**. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL COMPANY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO COMPANY BY CUSTOMER UNDER SECTION 4.1 DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**7.3 Essential Basis of the Agreement**. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

**8. INDEMNIFICATION.**

**8.1 Customer's Indemnity Obligations.** Customer agrees to indemnify and hold harmless Company and its suppliers (the "**Company Indemnitees"**) from any claim, as well as any charge, expense, damage, penalty and/or loss related to (i) the use of the Application Services made by or on behalf of Customer, its employees, its subcontractors or otherwise permitted by Customer, (ii) Customer Content, or Customer's breach of any of Customer's obligations, representations, warranties or covenants under this Agreement. Without limiting the generality of the foregoing, Customer shall indemnify and hold harmless the Company Indemnitees from any claim, damage or penalty arising from any bodily injury of a third party (including Customer's employees and subcontractors) that has used, installed or uninstalled the Application Services contrary to the Application Documentation or other guidelines identified, from time to time, by the Company or contrary to the laws, regulations or norms applicable regarding workers safety or otherwise.

**9. TERM AND TERMINATION.**

**9.1 Term.** This Agreement is effective when signed by both the Customer and the Company. The initial term for each Application Service is specified in the applicable Schedule or Statement of Work (the "**Initial Term).** Unless otherwise specified in a Schedule or Statement of Work, this Agreement, as it applies to each Application Service, will automatically extend after the Initial Term from month to month on the same terms and conditions except that after the Initial Term, (a) either Company or Customer may terminate this Agreement as it applies to an Application Service by giving thirty (30) days' notice to the other, and (b) the Company may change the charges or any other terms and conditions of this Agreement applicable to that Application Service by giving 30 days' advance notice to the Customer. This Agreement, as it applies to each Application Service, remains in effect until the end of the Initial Term and any extension or renewal, unless terminated earlier (the Initial Term, together with any renewal terms, collectively,

the "**Term**").

**9.2 Termination for Breach.** The Company may, terminate this Agreement by giving notice to Customer if a) Customer is in material default of any provision of this Agreement and does not remedy that default within 30 days after receiving notice of the material default, or b) has a receiver or trustee in bankruptcy appointed for it or is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved (any such event being a "**Material Adverse Event**"). Notwithstanding the foregoing, nothing in this Section 9.2 shall limit Company's rights to suspend Customer's access to the Application Service in accordance with Section 2.4 above.

**9.3 Effect of Termination** Upon any termination of this Agreement, Customer will (i) immediately discontinue all use of the Application Service, the Application Documentation, and any Company Confidential Information and (ii) both Parties will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of the Application Documentation and any Confidential Information then in the other Party's possession; and (iv) promptly pay to Company any amounts due and payable to the other Party hereunder including all amounts payable to Company for the lease of Equipment to the end of the Term. Customer shall have the right for up to sixty (60) days following the termination of this Agreement to export Customer Content, only to the extent Customer is current on all payments owed to Company under this Agreement.

**9.4 Survival**. The provisions of Sections 2.3, 3.5, 5, 7, 8, 9.3, 9.4 and 10 will survive the termination of this Agreement.

**10. MISCELLANEOUS.**

**10.1 Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

**10.2 Independent Contractors**. In making and performing this Agreement, Customer and Company act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

**10.3 Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, to the address set forth on the Cover Page, and if to Company, as follows:

| | |
|---|---|
| If to Company: | Telus Communications (U.S.) Inc. |
| | PO Box 29098 |
| | St. John's, NL A1A 5B5 |
| | Canada |

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

**10.4 Amendments; Modifications**. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

**10.5 Assignment; Delegation**. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Company may assign this Agreement, without consent, to an affiliate or otherwise in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

**10.6 No Third Party Beneficiaries**. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**10.7 Severability**. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**10.8 Waiver**. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**10.9 Force Majeure**. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

**10.10 Reference**. Company may issue a press release announcing Customer as a customer of the Application Service, subject to Customer's written approval. Company may list Customer as such at its corporate Website at www.skyhawktelematics.com. Company may create a white paper on Customer's use case subject to Customer's written approval.

**10.11 Governing Law**. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE BOROUGH OF MANHATTAN, NEW YORK.

**10.12 U.S. Government End-Users**. Each of the Application Documentation and the software components that constitute the Application Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Application Service and the Application Documentation with only those rights set forth therein.

**10.13 Counterparts**. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

**10.14 Headings**. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

**[End of SaaS Terms]**

SCHEDULE A

DESCRIPTION OF THE APPLICATION SERVICE, EQUIPMENT AND FEES

**Description (Scope):**

Telus Communications (US) Inc. is happy to provide our lowest Sourcewell prices with this contract. Customer agrees to remove existing Skyhawk sim card from all currently owned AK11 modems and install furnished Sourcewell contract sim cards. This process will require a mechanic to swap the sim, then contact the Telus (Skyhawk) support team to reprogram each modem just before the sim card is replaced. The over-the-air modem re-programing update is required so the modem will recognize and communicate through the newly replaced sim. **Failure to follow this process properly may result in having to send the modem to support for reprogramming.** CTM modems reaching end of life will be replaced by customer with furnished AK11 modem and SSI salt controller interpreter box see quote "CTM replacments.pdf"

CTM replacments.pdf

**Invoices will not be prorated, and units will not be invoiced as they are moved to the Sourcewell sim cards. Each department's (Solid Waste or DPW) upgrade will be considered complete once their last modem has received the new sim and has checked into the ConnectAnywhere software.**

**Sourcewell purchase pricing and monthly fees by department:**

DPW Monthlies.pdf

Solid Waste Monthlies.pdf

**Sourcewell hardware pricing future purchases:**

Sourcewell pricing.pdf

**Contract Term:** 3 years + mutually agreed upon automatic annual extensions.

**Project kick off meeting to be held once contract is signed and sims/hardware are delivered.**

Davenport Equipment List 02092:

**Equipment list included 90 units.**

**10 units to be removed from SkyHawk portal: T040,041,042,044,201,202,214,365,366,367**

SCHEDULE B

TECHNICAL SUPPORT, SERVICE LEVEL AGREEMENT AND WARRANTY

TECHNICAL SUPPORT

1. Description of Services

1.1 Definitions – The following terms are defined for the purposes of this Schedule B only:

"Critical" means any performance, operational or quality issues with the Company Services which result in the inability to use any of the Company Services for an extended period.

"Error" or "Failure" means any errors, failures or other performance, compatibility, operational, or quality issues, which result in the Company's software or Services not operating in accordance with the Agreement or the applicable documentation and/or specifications. An Error may have no appreciable impact on the operation or use of the Company Software or Services, or an Error may cause a "Minor Failure", "Serious Failure", or "Critical Failure".

"Error Correction" means creating a permanent modification to the Company Software that enables the permanent resolution of an Error, implemented with an Update, Upgrade or Version. Error Corrections are implemented according to a Company testing, Company acceptance and Company implementation schedule.

"Help Desk" means Company's telephone support line.

"Help Desk Services" means the telephone and service level management services provided by the Help Desk as described herein, but excludes training services.

"Minor" means any performance, compatibility, operational or quality issues that are not Critical Failures or Serious Failures. Minor Errors can be, for example, an Error that does not interrupt critical workflow, an Error that is cosmetic in nature, or any Error for which a workaround is available.

"Patch" means the temporary repair or replacement of object or executable code versions of the Company Software on its production server(s) that enables the temporary resolution of an Error.

"Serious" means any performance, compatibility, operational, or quality issues with the Company Services that cause disruption to normal workflow and for which Company cannot provide a workaround. Serious Failures can be intermittent server downtime, user accessibility issues, or inability to access a key system function.

"Update" means any new minor enhancement made to the Company Software issued by Company, which may also contain an Error Correction, and includes any update, patch installation, modification, renovation, refresh, enhancement, addition or substitution to the Company Software. Updates will be identified with a new update series number; for example 2.1.1 to 2.1.2.

"Upgrade" means any new major enhancement or grouping of enhancements, new functionality or revised or new modules made to the Company Software, issued by Company, and includes a collection of one or more Updates released as an Upgrade. Upgrades will be identified with a new Update series number; for example 2.1.2 to 2.2.0.

"Version" means any release of an Upgrade or collection of Upgrades to Company Software in respect of which Company uses a new version series number; for example, 2.2.0 to 3.0.0.

"Workaround" means a change in the procedures followed by Customer to avoid an Error without substantially impairing Customer's access to or use of the Company Services.

2. Help Desk Services

2.1 The Help Desk Services set forth in this Section 2 (the "Help Desk Services") are provided in the categories indicated, based upon the selection of such Company Services in a Purchase Order, and payment of the applicable Service Fees in accordance with the Agreement.

2.2 Company shall staff a telephone Help Desk to provide assistance regarding the function, operation, and use of the Company Software, the Services and the Products, including:

a) Reporting of issues;

b) Assistance with diagnosing and resolving issues,

**c) Provision of Workarounds,**

**d) Assistance with technical questions concerning the operation, maintenance, and use of the Company Software (but not training).**

**e) In the event the Help Desk cannot resolve the issue, referring the call to Company through the opening of a support ticket.**

**2.3 The Help Desk is available Monday to Friday 8:30 am to 5:00 pm EST at the toll free number below or via email at support@skyhawk.co. After Hours - call the toll-free number below for Critical issues. Those calls will be dispatched to support personnel. Issues emailed to support after hours will be responded to on the next business day.**

**North America: 1-844-424-7759, extension #2.**

3. Service Response

3.1 Company tracks Customer-reported issues and requests with support tickets. Each issue is assigned a support ticket with a unique identifier.

3.2 Company business days are 8:30 am to 5:00 pm EST, Monday to Friday, excluding Ontario statutory holidays.

3.3 For each support ticket for which Company identifies an Error as the cause, Company shall provide a Workaround or Patch and Error Correction in accordance with the guidelines in the chart below:

| Error Severity | Acknowledgement | Response Time | Resolution |
|---|---|---|---|
| | Upon customer call to Help Desk or receipt of reply email from Company | Company shall respond within 1 business day | At the Company's discretion, it will provide a Workaround and/or Error Correction in the next Version, Upgrade or Update. |
| Serious | Upon customer call to Help Desk or receipt of reply email from Company | Company shall respond the same business day, or if outside Company business hours, on the next business day. | Company shall provide a Patch within 5 business days following response, if possible, and shall provide a permanent Error Correction in the next Version, Upgrade or Update, whichever comes first. |
| Critical | Upon customer call to Help Desk or receipt of reply email from Company | Company shall respond the same business day, or if outside Company business hours, will attempt to respond ASAP, but in all cases within 1 hour the next business day | Company shall provide a Patch as soon as possible and shall provide a permanent Error Correction in the next Version, Upgrade or Update, whichever comes first. |

3.4 Company shall use commercially reasonable efforts to release Updates in a timely manner to keep the Company Software current with changes in operating systems, widely adopted Internet browsers, and other key computing platform elements on which, or in connection with which, the Company Software is used.

4. Exclusions

4.1 The Company Services provided hereunder shall not include:

training services;

migration of data to or from other fleet and asset tracking systems; or

custom development Services,

which additional services may be provided pursuant to separate Quotation.

4.2 Company shall not be obliged to perform, and may suspend performance of, the Company Services, in the following instances:

Customer has modified the installation environment of the Company Software, Products or Services without Company's consent;

End Customer is in material breach of the Agreement, including failure to pay;

End Customer's installation environment fails to meet the minimum requirements for the Company Software as set forth in the application specifications; or

End Customer refuse to provide the necessary information to duplicate and/or assess the severity of the Error.

## SERVICE LEVEL AGREEMENT

**5. This Service Level Agreement (the "SLA") governs the use of all related network infrastructure products and services (collectively, the "Services") offered by the Company necessary to provide the Application Services.**

**5.1 Company guarantees that the Company infrastructure will be available 99.9% of the time, measured monthly and excluding Maintenance, as defined below. Customer is eligible for a credit for Network Downtime for any breach of this guarantee, which can be verified by Company's technical support team. "Network Downtime" means an inability to transmit and receive data caused by failure of network equipment supplied by Company, including managed switches, routers, and cabling and equipment customarily provided by data centres, but excluding (a) Maintenance, and (b) the failure of network equipment and infrastructure owned or operated by the Public Switched Telephone Networks, cellular providers and/or satellite providers.**

**5.2 Maintenance. "Maintenance" means Scheduled Maintenance or Emergency Maintenance. "Scheduled Maintenance" means any maintenance in the Company data centre of which Customer is notified at least 5 days in advance. "Emergency Maintenance" means any maintenance in the Company data centre that: (a) in Company's sole discretion, is necessary to avoid an immediate threat to the Company's data centre or the Customer's server; and (b) of which Customer is notified as soon as the Company is able to do so, which, for clarity, may occur during or after the Company's performance of the Emergency Maintenance.**

**5.3 Remedies. In the event Company fails to provide 99.9% availability as outlined herein, and provided Customer follows the procedures outlined herein, Company will apply a credit ("Credit") to Customer's account in an amount equal to five percent (5%) of the Net MRC for the affected account for each hour of Network Downtime or fraction thereof, to a maximum of 50% of the Net MRC for the month(s) in which the SLA is not met. "Net MRC" means the monthly recurring charge for the service, excluding cellular or satellite telecommunication fees, and any applicable lease fees, for the Customer assets impacted. The Credits described in this Section 5.3 will be Customer's exclusive remedy, and Company's entire liability, for any breach of any warranty of performance or service contained in this Section 5. In order to claim Credits, Customer must open a Company trouble ticket. All Network Downtimes will be measured from the time the ticket is received and validated by Company to the time Company, in its sole discretion, is able to resolve the issue. Customer must be a Company customer in good standing to receive the Credit. No Credit will be applied to accounts that are past due or canceled before the conditions for payment of the Credit are met. Upon cancellation of the Customer's account, any outstanding or previously accrued Credits will be forfeited. Credits will be applied against purchases or renewals for which payment is due after the date the Credit is applied. Credits will not be applied against past due balances.**

**5.4 Exceptions. Customer shall not be entitled to any Credit hereunder if Network Downtime is caused by: (i) actions of the Customer or others authorized by Customer to use the Service under the Agreement; (ii) failure of applications or other software not provided by Company; (iii) Maintenance activity; (iv) a Denial of Service attack, hacker activity, or other malicious event or code targeted against Company or a Company customer; or (vi) failure of any network or Internet infrastructure not owned or managed by Company.**

## EQUIPMENT WARRANTY

**6. Company's sole obligation under the warranty described herein shall be to repair or replace non-conforming products, or to refund any rental or lease fees paid from the date of non-conformance to the Customer as applicable. The Company's warranty obligations shall run solely to the Customer, and the Company shall have no obligation to customers of the Customer or other users of the products.**

**7. Company warrants that products leased, sold or resold will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery. Company will have no warranty obligation with respect to products subjected to abuse, misuse, negligence, modification, tampering or accident. If any hardware component of any product fails to conform to the warranty in this Section, Company shall, at its option, refund the amount paid less any discounts, or repair or replace non-conforming products with conforming products or products having substantially identical form, fit and function.**

**8. Repair parts and replacement products may be reconditioned or new. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from the Company a Return Material Authorization Number ("RMA") prior to returning any products to the Company. Should the non-conforming product be received after expiry of its warranty period, the Company reserves the right, at its sole discretion, to offer repair or replacement at its prevailing rates.**

**9. Software and software-based services will be warrantied for the Term of the Agreement. If any software or firmware incorporated in any product fails to conform to the warranty set forth in this Section, Company shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after Company receives from Customer (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance to permit Company to create such bug fix or software patch.**

**10. The Company warrants the installation work performed by Company technicians or technicians sub-contracted by the Company will be (a) free of workmanship errors or defects; and (b) warrantied for one year after the installation date.**

**Return Material Authorization (RMA)**

**11. As a condition to the Company's obligations under the immediately preceding paragraphs, Customer shall return products to be examined to the Company's facilities, in shipping cartons which clearly display a valid RMA provided by the Company. A valid RMA number must be obtained prior to shipment to the Company and packaged adequately to prevent shipping damage to the product. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer agrees to retrieve, at its expense, any such products from their equipment, and Customer shall bear (a) the risk of loss for such return shipment; and (b) all shipping costs to return the product to the Company. The Company will assume responsibility for all costs associated with performing product warranty services upon receipt at Company's facilities, including return shipment to the Customer by land carrier. Customer will subsequently assume responsibility and cost to reinstall the returned products in Customer's equipment, as required.**

**12. Any products determined by the Company to be improperly returned may be refused upon delivery by the common carrier or shall be redelivered to the Customer FOB the Company's facilities. The Company will issue an invoice for, and the Customer shall pay, any return shipment costs charged to the Company.**

**[The remainder of this page is intentionally left blank.]**

## SCHEDULE C

## PROFESSIONAL SERVICES ADDENDUM

This **PROFESSIONAL SERVICES ADDENDUM** (the "***Addendum***") is an addendum to, and is hereby incorporated into, the **Software-as-a-Service Agreement** between Company and Customer, including the SaaS Terms and other schedules incorporated therein (collectively, the "***Agreement***").

**1. ADDITIONAL DEFINITIONS.** Certain capitalized terms used in this Addendum, not otherwise defined above, shall have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Application Services Distribution Agreement.

**1.1 "*Addendum Effective Date*"** has the meaning set forth in Section 7.1.

**1.2 "*Professional Services*"** has the meaning set forth in Section 2.1.

**1.3 "*Work Statement*"** has the meaning set forth in Section 2.2.

**2. PROFESSIONAL SERVICES**

**2.1 Professional Services.** The Parties anticipate that Customer may desire to engage Company to perform certain services in connection with the access rights granted to Customer by Company under separate Addenda to this Agreement, including, by way of example, installation, configuration and/or customization of the Application Services or Customer's or Customers computers or related systems. Subject to the terms and conditions set forth in this Addendum, Company shall use commercially reasonable efforts to perform the services as set forth in Work Statements (as defined below) separately executed by the Parties (the "***Professional Services***"). Company shall perform the Professional Services in a professional manner in accordance with industry standards.

**2.2 Issuance of Work Statements.** Customer may request that Company perform services by delivering a written request describing the proposed Professional Services. Company shall prepare a draft work statement as an exhibit to this Addendum (each, a "***Work Statement***"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to Company in connection with the performance of such services. Customer, within five (5) business days after receipt of the proposed Work Statement, shall notify Company of its acceptance of such Work Statement. Until mutual acceptance in writing of the proposed Work Statement, Company shall have no obligation to perform the proposed Professional Services, provided that this Addendum shall remain in full force and effect in accordance with Section 7.1. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties.

**2.3 Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to Company specifying the desired modifications. Company shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Addendum. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties.

**3. PERSONNEL**

**3.1 Suitability.** Company shall assign employees and subcontractors with qualifications suitable for the work described in the relevant Work Statement. Company may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.

**3.2 Customer Responsibilities.** Customer shall make available in a timely manner at no charge to Company all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Company for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to Company, office space, services and equipment (such as copiers, fax machines and modems) as Company reasonably requires to perform the Professional Services.

**3.3 Non-solicitation.** Customer acknowledges and agrees that the employees and consultants of Company who perform the Professional Services are a valuable asset to Company and are difficult to replace. Accordingly, Customer agrees that, during the Term of the Agreement, and for a period of one (1) year after the termination or expiration of this Addendum, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any Company employee or consultant who performs any of the Professional Services. Customer agrees that for each individual that Customer hires or engages in violation of this Section 3.3, Customer shall pay to Company liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or Company, whichever amount is greater.

**4. FEES AND PAYMENTS.** In consideration of the Professional Services, Customer shall pay Company at Company's then standard hourly rates provided to Customer as well as any other fees required by the applicable Work Statement. Company shall submit for approval by Customer a written Travel & Living expenses estimate for the initial Professional Services implementation and setup and for each Work Statement implemented pursuant to this Agreement., Customer will reimburse Company for (i) reasonable travel and living expenses incurred by Company's employees and contractors for travel from Company's offices in connection with the performance of the Professional Services; (ii) reasonable international telephone charges (if applicable); that are necessary to the performance of Professional Services under this Agreement; and (iii) any other expenses for which reimbursement is contemplated in the applicable Work Statement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum and each applicable Work Statement. Unless otherwise contemplated in a particular Work

Statement, Company will issue invoices to Customer on a monthly basis for amounts due under this Addendum, and payment of such amounts shall be due within ten (10) days of the date of invoice.

**5. PROPRIETARY RIGHTS.** Unless otherwise expressly agreed in any particular Work Statement, ownership of all work product, developments, inventions, technology or materials provided under this Addendum shall be solely owned by Company, subject to the usage rights granted to Customer under the relevant Work Statement.

**6. LIMITATION OF WARRANTIES AND LIABILITY.** COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS ADDENDUM, AND CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE SAAS TERMS.

**7. TERM; TERMINATION**

**7.1 Term.** This Addendum shall commence on the date of execution by both Parties (the "***Addendum Effective Date***") and shall remain in effect until the earlier to occur of (i) completion of all outstanding Work Statements hereunder; or (ii) termination in accordance with Section 7.2. Notwithstanding the foregoing, this Addendum shall remain in effect for a period of not less than one (1) year from the Addendum Effective Date unless earlier terminated in accordance with Section 7.2. Unless otherwise stated in the applicable Work Statement, the term of each Work Statement shall last until performance thereunder is completed.

**7.2 Termination for Breach.** Either Party may, at its option, terminate this Addendum in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum shall terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, Company may immediately terminate this Addendum upon written notice in the event that Customer becomes insolvent or enters bankruptcy during the term of this Addendum.

**7.3 Termination of Individual Work Statements.** Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements in effect upon fifteen (15) days' prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. Company shall be paid for all work performed and expenses incurred through the date of termination.

**7.4 Effect of Termination.** In the event of termination or expiration of this Addendum, Customer shall promptly pay to Company all amounts due and outstanding.

**7.5 Survival.** The provisions of Sections 3.3, 4, 5, 6, 7.4 and 7.5 will survive the termination or expiration of this Addendum.

TELUS Communications (U.S.) Inc.
c/o SkyHawk Telematics
PO Box 29098 St. John's, NL Canada A1A 5B5

**QUOTE**
Accounts Payable - City Hall
226 West Sourth Street
Davenport, IA 52801
USA

**SHIP TO**
Jim Erwin
1200 E 46th St
Davenport, IA 52807
USA

**ESTIMATE #** 3311
**DATE** 2/10/2023

| Item | Description | Quantity | Rate | Amount |
|---|---|---|---|---|
| SKY-WEB-LIT | ConnectAnywhere Lite Monthly Access Fee | 31 | $13.75 | $426.25 |

| | |
|---|---|
| **Subtotal** | $426.25 |
| **Shipping** | $0.00 |
| **Tax** | $0.00 |
| **Total** | $426.25 |

SOLID WASTE

TELUS Communications (U.S.) Inc.
c/o SkyHawk Telematics
PO Box 29098 St. John's, NL Canada A1A 5B5

TELUS Communications (U.S.) Inc.
c/o SkyHawk Telematics
PO Box 29098 St. John's, NL Canada A1A 5B5

**QUOTE**
Accounts Payable - City Hall
226 West Sourth Street
Davenport, IA 52801
USA

**SHIP TO**
Jim Erwin
1200 E 46th St
Davenport, IA 52807
USA

**ESTIMATE #** 3309
**DATE** 2/8/2023

| Item | Description | Quantity | Rate | Amount |
|---|---|---|---|---|
| SKY-WEB-LIT | ConnectAnywhere Lite Monthly Access Fee | 7 | $13.75 | $96.25 |
| SKY-WEB-EXP | ConnectAnywhere Express Monthly fee per vehicle | 21 | $15.00 | $315.00 |
| SKY-WEB-PRO | ConnectAnywhere Professional Monthly Access Fee | 31 | $18.88 | $585.28 |

| | |
|---|---|
| **Subtotal** | $996.53 |
| **Shipping** | $0.00 |
| **Tax** | $0.00 |
| **Total** | $996.53 |

DEPARTMENT OF PUBLIC WORKS

TELUS Communications (U.S.) Inc.
c/o SkyHawk Telematics
PO Box 29098 St. John's, NL Canada A1A 5B5

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for the Carriage Hill Drive Reconstruction project to N.J. Miller Inc of Bettendorf, Iowa in the amount of $239,296.35, CIP #35062. [Ward 6]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on February 14, 2023 and sent to contractors. On March 6, 2023, the Purchasing Division opened and read six (6) responsive and responsible bids. See attached bid tab. N.J. Miller Inc of Bettendorf, Iowa was the lowest responsive and responsible bidder.

This Project work includes the furnishing of all labor, materials, equipment, and services necessary for the Carriage Hill Drive Pavement Reconstruction project, including but not limited to pavement removal, P.C.C. pavement, 7”, P.C.C. driveway pavement, 7", subdrains, ADA sidewalk improvements, and other related construction.

Funding for this project is from CIP #35062 – CY 2023 Neighborhood Program.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Bid Tab |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:04 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:05 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:11 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the Carriage Hill Drive Reconstruction project to N.J. Miller Inc of Bettendorf, Iowa in the amount of $239,296.35, CIP #35062.

WHEREAS, the City needs to contract for the Carriage Hill Drive Pavement Reconstruction project; and

WHEREAS, N.J. Miller Inc of Bettendorf, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Carriage Hill Drive Reconstruction project is hereby awarded to N.J. Miller Inc of Bettendorf, Iowa in the amount of $239,296.35.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Carriage Hill Drive Pavement Reconstruction

BID NUMBER: 23-77

OPENING DATE: March 6, 2023

FUNDING: 70636675 530350 35062 | CY23 Neighborhood Program

RECOMMENDATION: Award the contract to N.J. Miller Inc of Bettendorf, IA for $239,296.35.

| VENDOR NAME | PRICE |
|---|---|
| **N.J. Miller Inc of Bettendorf, IA** | **$239,296.35** |
| Emery Construction Group Inc of Moline, IL | $289,799.11 |
| Centennial Contractors of the Quad Cities of Moline, IL | $296,005.80 |
| Walter D. Laud Inc of Carbon Cliff, IL | $297,555.40 |
| Five Cities Construction Company of Coal Valley, IL | $319,769.70 |
| Hawkeye Paving Corporation of Davenport, IA | $322,930.30 |

Approved By Matthew Collins 3-6-23
Purchasing Date

Approved By Nicole Gleason 3-6-23
Dept. Director Date

Approved By Brandi Cox 3-6-23
Budget/CIP Date

Approved By William S. Gemmill 03/07/2023
Assist. City Administrator/CFO Date

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for the East Locust Street and Eastern Avenue Intersection Reconstruction project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of $734,500, CIP #35061. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on February 13, 2023 and sent to contractors. On March 7, 2023 the Purchasing Division opened and read two (2) responsive and responsible bids. Hawkeye Paving Corporation of Davenport, Iowa was the lowest responsive and responsible bidder and is recommended for award.

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

The contract is funded by CIP #35061 using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Cover Memo | Bid Tab |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/9/2023 - 8:27 AM |
| Public Works Committee | Moses, Trish | Approved | 3/9/2023 - 8:28 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:37 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the East Locust Street and Eastern Avenue Intersection Reconstruction project to Hawkeye Paving Corporation of Davenport, Iowa in the amount of $734,500, CIP #35061.

WHEREAS, the City needs to contract for the East Locust Street and Eastern Avenue Intersection Reconstruction project; and

WHEREAS, Hawkeye Paving Corporation of Davenport, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the East Locust Street and Eastern Avenue Intersection Reconstruction project is hereby awarded to Hawkeye Paving Corporation of Davenport, Iowa in the amount of $734,500.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Intersection Reconstruction at Locust & Eastern

BID NUMBER: 23-70

OPENING DATE: March 7, 2023

FUNDING: 70085681 530350 35061 | High Volume Street Program

RECOMMENDATION: Award the contract to Hawkeye Paving Corporation of Davenport, Iowa

| VENDOR NAME | PRICE |
|---|---|
| **Hawkeye Paving Corporation of Davenport, IA** | **$734,500** |
| N.J. Miller, Inc of Bettendorf, IA | $749,020 |

Approved By Kari Thoren 03/08/2023
Purchasing Date

Approved By Nicole Gleason 3-8-23
Dept Director Date

Approved By Brandi Cox 3-8-23
Budget/CIP Date

Approved By Matthew J. Hemitt 03/08/2023
Assist. City Administrator/ CFO Date

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project to N.J. Miller, Inc of Bettendorf, Iowa in the amount of $550,172, CIP #35061. [Ward 5]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on February 15, 2023 and sent to contractors. On March 7, 2023 the Purchasing Division opened and read four (4) responsive and responsible bids. N.J. Miller, Inc of Bettendorf, Iowa was the lowest responsive and responsible bidder and is recommended for award.

This construction project includes work in adjacent, but separate, project areas. The first project area includes the east leg of the Brady Street/East Central Park intersection and extends east to include all legs of the Pershing Avenue Intersection. The work includes reconstruction of the existing roadway and improvements to the associated ADA ramps within the project area.

The second project area includes reconstruction of the Farnam Street intersection extending about 50' past the intersection in all directions. Associated ADA sidewalk improvements are included as part of this work. Work will be directed by the City Engineer or their representative and will continue until budgeted funds are exhausted. The project may also include replacement of adjacent curb or driveway as necessary to properly improve the street.

The contract is funded by CIP #35061 using a combination of Local Option Sales Tax, Road Use Tax, and General Obligation Bond proceeds.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Cover Memo | Bid Tab |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/9/2023 - 8:27 AM |
| Public Works Committee | Moses, Trish | Approved | 3/9/2023 - 8:27 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:44 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project to N.J. Miller, Inc of Bettendorf, Iowa in the amount of $550,172, CIP #35061.

WHEREAS, the City needs to contract for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project; and

WHEREAS, N.J. Miller, Inc of Bettendorf, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the East Central Park Avenue (Brady Street to Pershing Avenue) Reconstruction and Farnam Street/East Central Park Avenue Intersection Overlay project is hereby awarded to N.J. Miller, Inc of Bettendorf, Iowa in the amount of $550,172.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: E. Central Park Ave Reconstruction (Brady to Pershing) and Farnam St Intersection Overlay

BID NUMBER: 23-76

OPENING DATE: March 7, 2023

FUNDING: 70085681 530350 35061 | High Volume Street Program

RECOMMENDATION: Award the contract to N.J. Miller, Inc of Bettendorf, Iowa

| VENDOR NAME | PRICE |
|---|---|
| **N.J. Miller, Inc of Bettendorf, IA** | **$550,172** |
| Five Cities Construction Company of Coal Valley, IA | $560,938 |
| Langman Construction, Inc. of Rock Island, IL | $622,522.08 |
| Hawkeye Paving Corporation of Davenport, IA | $734,333 |

Approved By Kari Thoren 03/08/2023
Purchasing Date

Approved By Nicole Gleasen 3-8-23
Dept Director Date

Approved By Brali Coz 3-8-23
Budget/CIP Date

Approved By Matthew J. Hecmitt 03/08/2023
Assist. City Administrator/ CFO Date

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for the CY 2023 Contract Milling Program to Manatts Inc - Eastern Iowa Division of Camanche, Iowa in the amount of $193,967.40, CIP #35041. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on February 9, 2023 and sent to contractors. On March 2, 2023, the Purchasing Division opened and read three (3) responsive and responsible bids. See attached bid tab .

Manatts Inc - Eastern Iowa Division of Camanche, Iowa was the lowest responsive and responsible bid.

The proposed improvements consist of scarifying asphalt, concrete, and composite pavements to the depth specified in the contract documents and disposal of the millings. City crews will perform the base preparation and resurfacing of the milled streets.

Funding for this program is from CIP #35041 Contract Milling Program.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Bid Tab |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:05 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:05 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:13 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the CY 2023 Contract Milling Program to Manatts Inc – Eastern Iowa Division of Camanche, Iowa in the amount of $193,967.40, CIP #35041.

WHEREAS, the City needs to contract for the CY 2023 Contract Milling Program; and

WHEREAS, Manatts Inc – Eastern Iowa Division of Camanche, Iowa was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the contract for the CY 2023 Contract Milling Program is hereby awarded to Manatts Inc – Eastern Iowa Division of Camanche, Iowa in the amount of $193,967.40.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: CY 2023 Contract Milling Program

BID NUMBER: 23-68

OPENING DATE: March 2, 2023

FUNDING: 70065683 530350 35041 | Contract Milling Program

RECOMMENDATION: Award the contract to Manatts Inc – Eastern Iowa Division of Camanche, IA for $193,967.40.

| VENDOR NAME | PRICE |
|---|---|
| **Manatts Inc – Eastern Iowa Division of Camanche, IA** | **$193,967.40** |
| Langman Construction Inc of Rock Island, IL | $199,045.50 |
| Brandt Construction Co of Milan, IL | $308,484.00 |

Approved By Martha Collins 3-7-23
Purchasing Date

Approved By Nicole Gleason 3-7-23
Dept. Director Date

Approved By Brenda Cox 3-7-23
Budget/CIP Date

Approved By William Hewitt 03/07/2023
Assist. City Administrator/CFO Date

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for the Tremont Sanitary Sewer Interceptor project to Langman Construction Inc of Rock Island, Illinois in the amount of $3,078,755.76, CIP #30048. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on February 13, 2023 and sent to contractors. On March 6, 2023, the Purchasing Division opened and read four (4) responsive and responsible bids. See attached bid tab. Langman Construction Inc of Rock Island, Illinois was the lowest responsive and responsible bidder.

The work of this contract is for the services necessary for the Tremont Sanitary Sewer Interceptor project, manhole T-10-55 to T-10-26. The work includes construction of a 21-inch diameter sanitary sewer interceptor. The project begins at the manhole located in the alley bounded by East 14th Street, East 13th Street, Pershing Avenue, and Iowa Street, and extends southeasterly within the City rights-of-way to the manhole in Cork Hill Park near the intersection of East 11th Street and Farnam Street. The total project length is approximately 1,900 feet.

Funding for this project is from CIP #30048.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Bid Tab |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:07 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:08 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:23 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for the Tremont Sanitary Sewer Interceptor project to Langman Construction Inc of Rock Island, Illinois in the amount of $3,078,755.76, CIP #30048.

WHEREAS, the City needs to contract for the Tremont Sanitary Sewer Interceptor project; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for the Tremont Sanitary Sewer Interceptor project is hereby awarded to Langman Construction Inc of Rock Island, Illinois in the amount of $3,078,755.76.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: Sanitary Sewer Replacement Project – Tremont Interceptor

BID NUMBER: 23-72

OPENING DATE: March 6, 2023

FUNDING: 71568683 530350 30048 | Tremont Basin Manhole Reconstruction

RECOMMENDATION: Award the contract to Langman Construction Inc of Rock Island, IL for $3,078,755.76.

| VENDOR NAME | PRICE |
|---|---|
| **Langman Construction Inc of Rock Island, IL** | **$3,078,755.76** |
| KE Flatwork Inc of Eldridge, IA | $3,644,815.00 |
| Miller Trucking & Excavating of Silvis, IL | $3,962,731.00 |
| McCarthy Improvement Company of Davenport, IA | $4,514,525.90 |

Approved By Matthew Cullen 3-7-23
Purchasing Date

Approved By Nicole O'Keason 3-7-23
Dept. Director Date

Approved By Brandi Cox 3-7-23
Budget/CIP Date

Approved By Wallery Lykemit 03/07/2023
Assist. City Administrator/CFO Date

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for construction inspection services for the Tremont Sanitary Sewer Interceptor project to Veenstra & Kimm, Inc of Rock Island, Illinois in an amount not to exceed $105,167.48, CIP #30048. [Ward 3]

Recommendation:
Adopt the Resolution.

Background:
The existing sanitary sewer line between manholes T-10-55 to T-10-26 is in need of replacement. Due to the location of the existing line through/under residential lots, a proposed sewer interceptor shall be installed through the neighborhood within the existing right-of-way. The proposed interceptor sewer will begin north of East 13th Street and west of Iowa Street in the alley, commencing south on Iowa Street to East 13th Street, south on the alley then east on the alley to LeClaire Street, south on LeClaire Street to East 12th Street, south on the alley then east to Farnam Street to the terminus. The areas that the proposed sewer is under existing pavement shall be replaced with new concrete roadway.

Due to the majority of the construction work this year, all of the City's field inspection staff is occupied elsewhere and cannot provide the necessary inspection services to this project. Veenstra & Kimm, Inc of Rock Island, Illinois was selected to provide field inspections.

Construction is anticipated to begin in May 2023 with an anticipated completion date of spring 2024.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:08 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:08 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:29 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for construction inspection services for the Tremont Sanitary Sewer Interceptor project to Veenstra & Kimm, Inc of Rock Island, Illinois in an amount not to exceed $105,167.48, CIP #30048.

WHEREAS, the City of Davenport, Iowa has requested assistance in the form of construction inspection services associated with the Tremont Sanitary Sewer Interceptor project; and

WHEREAS, Veenstra & Kimm, Inc of Rock Island, Illinois is being selected to provide these services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that a contract for construction inspection services for the Tremont Sanitary Sewer Interceptor project is hereby awarded to Veenstra & Kimm, Inc of Rock Island, Illinois in an amount not to exceed $105,167.48.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution awarding a contract for a sanitary sewer condition assessment within the Robin Creek and Northpark Basin to Strand & Associates Inc of Madison, Wisconsin in an amount not to exceed $505,590, CIP #30057. [Ward 7]

Recommendation:
Adopt the Resolution.

Background:
This scope of work is a conditions assessment for the sanitary sewers within the Robin Creek and Northpark Basin. The assessment is to review the structural condition of sanitary sewer lines, sanitary manholes, as well as look for illicit pipes and other inflow and infiltration (I&I) sources. Upon completion of field investigations, the assessment report will include aerial mapping, tables identifying sewer sections, conditions rating, recommended improvements and preliminary cost estimate for improvements for future sewer lining, manhole rehabilitation, line repairs, and I&I removal projects.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/8/2023 - 11:06 AM |
| Public Works Committee | Moses, Trish | Approved | 3/8/2023 - 11:06 AM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:33 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION awarding a contract for a sanitary sewer condition assessment within the Robin Creek and Northpark Basin to Strand & Associates Inc of Madison, Wisconsin in an amount not to exceed $505,590, CIP# 30057.

WHEREAS, the City of Davenport has requested assistance in performing a condition assessment on all sanitary sewer-related infrastructure within the Robin Creek and Northpark Basin; and

WHEREAS, Strand & Associates, Inc of Madison, Wisconsin is being selected to provide these services.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa that a contract for a sanitary sewer condition assessment within the Robin Creek and Northpark Basin is hereby awarded to Strand & Associates, Inc of Madison, Wisconsin in an amount not to exceed $505,590.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

Department: Public Works - Admin
Contact Info: Amy Kay | 563-327-5160

**Action / Date**
**3/22/2023**

Subject:
Resolution authorizing the submission of a Land and Water Conservation Fund (LWCF) Program grant application to the Iowa Department of Natural Resources for financial assistance with outdoor recreation area development for the Goose Creek Park Stream Restoration and Access project. [Ward 8]

Recommendation:
Adopt the Resolution.

Background:
The City of Davenport is submitting a 2023 Land and Water Conservation Fund (LWCF) Program grant application for outdoor recreation area development at Goose Creek Park. The total project cost is estimated at $1,310,880.50. This grant application will be for 15.25% of the actual cost of the project for an estimated total of $200,000 which is the maximum funding available to communities over 75,000. Additional funding in the City 2024-2029 CIP in the amount of $300,000 for FY 2024 and $700,000 for FY 2025 may also be utilized for this project, and additional grant funds will be sought out prior to FY 2025.

The LWCF helps urban communities address outdoor recreation deficits by supporting projects in cities and urbanized areas that create new outdoor recreation spaces and reinvigorate already existing parks. Its main goals are to provide solutions to local need and fund high quality projects that have a strong relationship to the Statewide Comprehensive Outdoor Recreation Plan (SCORP) Priorities. This project would install improvements at Goose Creek Park that will stabilize the stream section, enhance wildlife habitat, provide safe points of access to the creek for recreation, and enhance the existing disk golf course.

The current deadline for the grant submission is March 15, 2023. Verification from the Iowa DNR has been received that the Resolution can be submitted as soon as it has been signed by the Mayor.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Application Resolution |
| Backup Material | Application Map |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Engineering | Kay, Amy | Approved | 3/7/2023 - 10:32 AM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION authorizing the submission of a Land and Water Conservation Fund (LWCF) Program grant application to the Iowa Department of Natural Resources for financial assistance with outdoor recreation area development for the Goose Creek Park Stream Restoration and Access project.

WHEREAS, the City of Davenport is developing a grant package for submission; and

WHEREAS, the Land and Water Conservation Fund has grant funding available to support outdoor recreation opportunities in our area; and

WHEREAS, the stream stabilization and recreation enhancements will reinvigorate the existing Goose Creek Park amenities; and

WHERAS, if the project is awarded funding through the LWCF Program in the amount of 15.25% of the approved park improvement project costs, the City will provide match funding through additional grant and CIP funding in the amount of the remaining approved park improvement project costs estimated at $1,110,880.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that staff is hereby authorized to submit a Land and Water Conservation Fund (LWCF) Program grant application to the Iowa Department of Natural Resources for financial assistance with outdoor recreation area development for the Goose Creek Park Stream Restoration and Access project.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

## RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: _____

*WHEREAS*, the _____ (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: _____ and the State Iowa.

Site Address: _____

Project Title: _____

Total Estimated Cost: $ _____

Brief Description of Project:

*AND*, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

*NOW THEREFORE*, be it resolved by the _____ that the project described above be authorized,

*AND*, be it further resolved that said _____ make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of _____ % of the actual cost of the project,

*AND*, be it further resolved that said _____ certifies to the following:

1. That is will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That is has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said _____ for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

*THIS IS TO CERTIFY* that the foregoing is a true and correct copy of a resolution duly and legally adopted by the

_____ at a legal meeting held on this _____ Day

of _____ , 20 _____ .

| | |
|---|---|
| _____ | _____ |
| (signature) | (signature) |
| _____ | _____ |
| (title) | (title) |

# Site Development Map

**Grantee Signature:**

N

US Feet 0 300 600

**Goose Creek Park Restoration**
City of Davenport
LWCF Application Maps
Date of Map Creation: 3/6/2023

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution approving the Response and Recovery Assessment Plan and Substantial Damage Management Plan to address damage that may be caused to property due to a disaster. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
These plans support the City of Davenport's continued efforts to improve community resiliency and the purpose of these plans is to promote efficient damage assessment, situational awareness, and response activities.

These plans establish equitable guidelines for damage assessment for all affected properties and a procedure for determining substantial damage to properties located in Special Flood Hazard Areas (SFHA).

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/10/2023 - 2:36 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the Response and Recovery Assessment Plan and Substantial Damage Management Plan to address damage that may be caused to property due to a disaster.

WHEREAS, the plans support the City of Davenport's continued efforts to improve community resiliency and provide a framework for efficient dissemination of recovery information and instructions; and

WHEREAS, the purpose of the plans is to promote efficient damage assessment, situational awareness, and response activities; and

WHEREAS, the plans establish equitable guidelines for damage assessment for all affected properties and a procedure for determining substantial damage to properties located in Special Flood Hazard Areas (SFHA); and

WHEREAS, having these plans supports the City's Flood Damage Prevention Ordinance 15.44 which promotes public health, safety and the general welfare of the community by minimizing public and private losses due to flood conditions in the SFHA; and

WHEREAS, the plans support the City's emergency preparedness, planning, mitigation, and resilience efforts; and

WHEREAS, the plans are essential components of and supports the City's participation in the National Flood Insurance Program Community Rating System.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the Response and Recovery Assessment Plan and Substantial Damage Management Plans are hereby approved.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution setting fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Davenport Compost Facility has been in operation for over 25 years. During this time, fees have been established for the drop off of waste materials and for the sale and delivery of products on a supply and demand basis. Staff is proposing the below fee schedule.

**Compost Fees**
Drop-off of wood waste - commercial businesses | $10/CY
Garden soil cubic yard | $25
Delivery fee - base fee | $55
Mulch by cubic yard | $20
Wood chips by cubic card | $18
Bagged compost | $2
Bagged garden soil | $4
Firewood | $1/SF

**Water Pollution Control Plant Fees**
Hauled high strength waste by gallon | $0.04
Annual permitting fee – industrial/high user | $2,000
Annual permitting fee – commercial/light user hauler | $400
Monthly/one-time permitting fee – commercial/light users only | pay fee for months service is used: $50

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Backup Material |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Public Works - Admin | Moses, Trish | Approved | 3/10/2023 - 2:35 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION setting fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods.

WHEREAS, Compost fees have been established for the drop off of waste materials and for the sale and delivery of products on a supply and demand basis; and

WHEREAS, the Water Pollution Control Plant (WPCP) charges for waste haulers to discharge high strength waste directly into the digesters; and

WHEREAS, the discharge costs for waste haulers have not been reviewed or increased in over a decade.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that fees for Compost tipping, Water Pollution Control Plant hauled waste, Water Pollution Control Plant permits for hauled waste, and the sale of Compost goods are hereby approved.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

THE CITY OF DAVENPORT
IOWA | USA

# MEMORANDUM

**DATE:** February 10, 2023

**TO:** Mayor and City Council

**THROUGH:** Corri Spiegel, City Administrator

**FROM:** Nicole Gleason, Assistant City Administrator / Public Works Director

**RE:** Fee Adjustment Proposal | WPCP & Compost

The Davenport Compost Facility has been in operation over 25 years. Over this time, fees have been established for drop off of waste materials and for the sale and delivery of products on a supply and demand basis. Currently, the revenue manual reads that the Public Works Director sets Compost fees. Staff is proposing to update the ordinance to allow the fees to be set by resolution.

The Compost Facility is currently in a state of oversupply of wood material. This condition began after the Derecho of 2020 and has not improved. There are several factors that are exacerbating the oversupply issue:

- Emerald Ash Borer tree loss
- Derecho tree loss
- Rock Island tree/brush facility higher fees for commercial and residential
- Other local drop off facility limiting/ceasing acceptance of many types of yard waste/tree debris

To balance supply and demand at the facility, staff proposes to re-institute a drop-off fee for tree services and commercial users of the compost facility. Because our charges for mulch, soil, etc. have not been modified in over 10 years a cost increase is warranted at this time. The chart below compares the current fee structure to the proposed one.

| ADJUSTMENT PROPOSAL \| COMPOST | Current | Proposed |
|---|---|---|
| Drop Off of Wood Waste \| Commercial Businesses | $0 | $10/CY |
| Garden Soil Cubic Yard | $22 | $25 |
| Delivery Fee (increase all fees by $5, min fee is $50 currently) | $50 | $55 |
| Mulch by Cubic Yard | $18 | $20 |
| Wood Chips by Cubic Yard | $15 | $18 |

The Water Pollution Control Plant (WPCP) charges for waste haulers to discharge high strength waste directly into the digesters. The plant requires some level of high strength discharge to promote digestion but the current volume is approaching its maximum capacity. Hauled loads create congestion at the facility, create challenges with proper dosing of digestion and cause wear/tear on the facility's digesters. The discharge costs for waste haulers have not been reviewed or increased in over a decade.

Based on these economic factors, staff proposes the following fee changes:

| ADJUSTMENT PROPOSAL \| WPCP | Current | Proposed |
|---|---|---|
| Hauled High Strength Waste by Gallon | $.008 | $.035 |
| Annual Permitting Fee – Industrial / High User | See Chart B | $2,000 |
| Annual Permitting Fee – Commercial / Light User Hauler | See Chart B | $400 |
| Monthly / One Time Permitting Fee – Commercial / Light Users Only – pay fee for months service is used | See Chart B | $50 |

*Note – these permitting fees will eliminate the 'per month' billing fee. Permitting fee to be paid by industry sending the waste for industrial user. Permitting fees to be paid by hauler for the commercial/light users.

For context purposes, the definitions for industrial and commercial users is listed below:

- Industrial users - Industry bringing loads of industrial byproduct waste (all wastes other than septage, or fats, oils, & grease) direct to plant
- Commercial users – Haulers of Fats, Oils, Grease or septage haulers from businesses such as restaurants, garages, industrial kitchens or septic tank servicing businesses.

Please see Chart A and B showing where the City of Davenport compares in fees for the Compost and Water Pollution Control Plant with the comparable lines highlighted.

Chart A - Compost Comparable Fees

## Garden Soil

| Facility or Store | Garden Soil per CF | Garden Soil per CY |
|---|---|---|
| Davenport Compost Facility | $4.00 | $22.00 |
| Cedar Rapids | $7.00 | $26.00 |
| Better Earth Compost Peoria | $8.00 | $50.00 |
| Iowa City | NA | $20.00 |
| Dubuque | Residential-no fee | Commercial $17.50 |

## Drop off Fees

| Facility or Store | Fee |
|---|---|
| Davenport Compost Facility | $.50 per bag - no fee during free yard waste weeks/Limbs and brush are free |
| Cedar Rapids | $26.00 per ton, $7.00 minimum |
| Milan | County Residents $19/truck load, commercial $90/ton ($90 minimum) |
| East Moline | Commercial $80/1800 lbs. |
| Better Earth Compost Peoria | $152.00 per ton |
| Iowa City | Commercial $24.00 per ton / Stumps and root balls $90.00 per ton |
| Muscatine | Residential-no fee |
| Clinton County | $8.00 for the first 360 lbs., over 360 lbs. is $44.00 per ton |
| Cedar Falls | Residential-no fee |
| Dubuque | Residential-no fee |

## Delivery Fees

| Facility or Store | Garden Soil per CY | Delivery Fee to business or residence |
|---|---|---|
| Davenport Compost Facility | $22.00 | $50-$120 depending on location |
| Home Depot | $83.60 | Minimum of 5CY for delivery |
| Bluebird Composting | $40.00 1-5 CY \| $35.00 6+ CY | Free local delivery |
| Midwest Compost | $29.00 | $35.00 local delivery |
| Centennial Topsoil | $30.00 1CY \| $20.00 2-5 CY \| $17.50 6+ CY | $90.00 0-5 miles \| $140.00 26-30 miles |

Chart B - Water Pollution Control Plant Comparable Fees

| Waste/Fee Type | Price | Unit |
|---|---|---|
| | | |
| **City of Iowa City** | | |
| All Hauled Waste | $0.03 | Gallon |
| Annual Permitting Flat Fee | $907.00 | Annually |
| | | |
| **City of Muscatine** | | |
| Standard Domestic | $0.03 | Gallon |
| Other | $0.06 | Gallon |
| HSW/FOG | $0.10 | Gallon |
| | | |
| **City of Des Moines** | | |
| Industrial Waste In | $0.14 | Gallon |
| Food MFG In | $0.06 | Gallon |
| Municipal Sludge | $0.06 | Gallon |
| Restaurant FOG | $0.04 | Gallon |
| Other In | $0.06 | Gallon |
| | | |
| Licensing Fee | $60.00 | Per vehicle |
| Permit Application Fee Class A | $200.00 | Annually |
| Permit Application Fee Class B | $100.00 | Annually |
| Permit Annual Fee Class A | $1,500.00 | Annually |
| Permit Annual Fee Class B | $750.00 | Annually |
| Sampling Fees | $50.00 | Per day of sampling |
| | | |
| **City of Davenport** | | |
| Grease/Septic In Service Area | $0.04 | Gallon |
| Septic Out of Service Area | $0.06 | Gallon |
| HSW/FOG | $0.008 | Gallon |
| Billing Fee | $10.73 | Per bill |
| Burden & Overhead | $750 ** | Monthly |

**Total collected/month divided amongst all haulers based on use

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution adopting the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 - FY 2029 Capital Improvement Plan. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
Prior to the Public Hearing, the City held two budget work sessions on the operating and capital budgets. The recommended FY 2024 Budget presented to the Council is balanced, satisfies City Council liquidity policies, and maintains the current tax levy rate at $16.78 per $1,000 of taxable valuation. The overall budget for FY 2024 is $242,534,492 and is up 2.72% from FY 2023.

This budget continues the City's practice of developing two-year budget plans. Two-year budget plans have proven successful in increasing fund balances and providing for long-term budget planning. The six-year Capital Improvement Plan includes more than $230 million of capital projects.

Under the laws of the State of Iowa, the City is required to adopt an annual budget and certify it to the County Auditor. The City Administrator's Recommended Budget is published prior to the Public Hearing on March 15, 2023 and notice was posted in the *Quad-City Times* on March 1, 2023.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | FY 2024 Budget Packet |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Merritt, Mallory | Approved | 3/7/2023 - 10:49 AM |
| Finance Committee | Merritt, Mallory | Approved | 3/7/2023 - 10:49 AM |
| City Clerk | Admin, Default | Approved | 3/9/2023 - 5:22 PM |

Resolution No. _____

Resolution offered by Alderman Condon.

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

RESOLUTION adopting the FY 2024 Operating Budget, FY 2024 Capital Improvement Budget, and the FY 2024 - FY 2029 Capital Improvement Plan.

WHEREAS, it is necessary for the City of Davenport to have an annual budget; and

WHEREAS, the City Administrator has prepared such a budget, reflecting any apparent Council majority support; and

WHEREAS, the FY 2024 Budget incorporates negotiated general wage increases for represented employees and a 2.00% general wage increase for non-represented employees; and

WHEREAS, the FY 2024 Budget incorporates and authorizes increases as follows in utility rates beginning July 1, 2023: 5% increase in sewer rates as approved by ordinance; 3% increase in solid waste fees to monthly rates of $14.65 for small carts, $18.67 for medium carts, and $22.72 for large carts; and 3% increase in the clean water fee to monthly rates of $3.15 per ERU; and

WHEREAS, the City Council is required to adopt the budget after the Public Hearing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the recommendations contained in the proposed budgets are hereby adopted for the City of Davenport for FY 2024; and

BE IT FURTHER RESOLVED that the adopted budget is authorized to be published and distributed.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

DAVENPORT
FINANCE

**FY 2024 | *Budget Summary Overview***
UPDATED | February 28, 2023
**Prepared By:** Mallory L. Merritt, *Assistant City Administrator/CFO*

| | Adopted FY 2023 | Proposed FY 2024 |
|---|---|---|
| **Operating** | $154,642,620 | $161,156,435 |
| **Capital** | $45,592,594 | $49,575,881 |
| **Debt** | $35,877,850 | $31,802,176 |
| **Total** | $236,113,064 | $242,534,492 |

The FY 2024 Proposed Budget of $242,534,492 is presented as a balanced and core-competency driven budget and is up 2.72% compared to the FY 2023 Budget. The proposed FY 2024 Budget remains consistent with the following goals and policies established by the City Council:

The FY 2024 Budget is balanced and maintains the current tax levy rate of $16.78 while also maintaining current service levels.

Maintains General Fund unassigned reserve levels at 17-25% range of expenditure costs. The expected FY 2024 year-end unassigned reserve level is expected to be 25.0%+.

The following user fees will be increased to maintain cost-recovery and current service levels:

- Sewer Fee – 5%
- Solid Waste Fee – 3%
- Clean Water Fee – 3%
- HAZMAT Fees – 5%* (Year 2 of existing resolution)
-

Due to the passing of SF181 which provided for the rollback to decrease from 56.4919% to 54.6501%, some of the City's state backfill funds were budgeted for FY 2024 only. Of the City's approximate $3.0M allocation, about $1.2M of these funds were budgeted to accommodate for the rollback change occurring after the City's operating budget had been presented. The City will utilize any remaining realized funds for necessary capital projects and one-time programs as directed by the City Council or recommended by City staff at the close of FY 2024.

Pension costs decreased with the FY 2024 required employer rates for MFPRSI established at 22.98% (down from 23.90% in FY 2023). IPERS contribution rates remained flat at 9.44%. Health insurance costs continue to be an area that will remain closely monitored but continues to show signs of stability.

The FY 2024 Capital Improvement Budget increased by 8.74% compared to FY 2023 due to a variance in the grants funding source, which may fluctuate from year-to-year. This budget includes an investment of $23.2M into the street network and $7.8M into the sewer collection system. Some highlights of the FY 2024 CIP are:

- $1.5M for Utah Avenue Bridge at Duck Creek
- $870K for Compost trench replacement
- $5.7M for Transit's bus replacement program
- $1.1M for urban revitalization program
- $1.0M for flood resiliency program
- $9.5M for 3rd and 4th rehabilitation

FISCAL YEAR JULY 1, 2023 - JUNE 30, 2024
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
The City of : DAVENPORT County Name: SCOTT COUNTY

**Adopted On: (entered upon adoption) Resolution: (entered upon adoption)**

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

| | | With Gas & Electric | | Without Gas & Electric |
|---|---|---|---|---|
| Regular | 2a | 4,966,492,949 | 2b | 4,768,991,513 |
| DEBT SERVICE | 3a | 5,192,311,115 | 3b | 4,994,809,679 |
| Ag Land | 4a | 21,474,315 | | |

**City Number: 82-773**
**Last Official Census: 101,724**

**TAXES LEVIED**

| Purpose | Dollar Limit | ENTER FIRE DISTRICT RATE BELOW | | | Request with Utility Replacement | Property Taxes Levied | | Rate |
|---|---|---|---|---|---|---|---|---|
| Regular General levy | 8.10000 | | | 5 | 40,228,593 | 38,628,831 | 43 | 8.10000 |
| **Non-Voted Other Permissible Levies** | | | | | | | | |
| Contract for use of Bridge | 0.67500 | | | 6 | 0 | 0 | 44 | 0.00000 |
| Opr & Maint publicly owned Transit | 0.95000 | | | 7 | 4,519,509 | 4,339,782 | 45 | 0.91000 |
| Rent, Ins. Maint of Civic Center | Amt Nec | | | 8 | 0 | 0 | 46 | 0.00000 |
| Opr & Maint of City owned Civic Center | 0.13500 | | | 9 | 0 | 0 | 47 | 0.00000 |
| Planning a Sanitary Disposal Project | 0.06750 | | | 10 | 0 | 0 | 48 | 0.00000 |
| Aviation Authority (under sec.330A.15) | 0.27000 | | | 11 | 0 | 0 | 49 | 0.00000 |
| Levee Impr. fund in special charter city | 0.06750 | | | 13 | 0 | 0 | 51 | 0.00000 |
| Liability, property & self insurance costs | Amt Nec | | | 14 | 1,241,623 | 1,192,248 | 52 | 0.25000 |
| Support of a Local Emerg.Mgmt.Comm. | Amt Nec | | | 462 | 0 | 0 | 465 | 0.00000 |
| **Voted Other Permissible Levies** | | | | | | | | |
| Instrumental/Vocal Music Groups | 0.13500 | | | 15 | 0 | 0 | 53 | 0.00000 |
| Memorial Building | 0.81000 | | | 16 | 0 | 0 | 54 | 0.00000 |
| Symphony Orchestra | 0.13500 | | | 17 | 0 | 0 | 55 | 0.00000 |
| Cultural & Scientific Facilities | 0.27000 | | | 18 | 0 | 0 | 56 | 0.00000 |
| County Bridge | As Voted | | | 19 | 0 | 0 | 57 | 0.00000 |
| Missi or Missouri River Bridge Const. | 1.35000 | | | 20 | 0 | 0 | 58 | 0.00000 |
| Aid to a Transit Company | 0.03375 | | | 21 | 0 | 0 | 59 | 0.00000 |
| Maintain Institution received by gift/devise | 0.20500 | | | 22 | 0 | 0 | 60 | 0.00000 |
| City Emergency Medical District | 1.00000 | | | 463 | 0 | 0 | 466 | 0.00000 |
| Support Public Library | 0.27000 | | | 23 | 1,340,953 | 1,287,628 | 61 | 0.27000 |
| Unified Law Enforcement | 1.50000 | | | 24 | 0 | 0 | 62 | 0.00000 |
| **Total General Fund Regular Levies (5 thru 24)** | | | | 25 | 47,330,678 | 45,448,489 | | |
| Ag Land | 3.00375 | | | 26 | 64,504 | 64,504 | 63 | 3.00375 |
| **Total General Fund Tax Levies (25 + 26)** | | | | 27 | 47,395,182 | 45,512,993 | | |
| **Special Revenue Levies** | | | | | | | | |
| Emergency (if general fund at levy limit) | 0.27000 | | | 28 | 1,340,953 | 1,287,628 | 64 | 0.27000 |
| Police & Fire Retirement | Amt Nec | | | 29 | 5,921,544 | 5,686,069 | | 1.19230 |
| FICA & IPERS (if general fund at levy limit) | Amt Nec | | | 30 | 3,037,437 | 2,916,668 | | 0.61159 |
| Other Employee Benefits | Amt Nec | | | 31 | 15,525,828 | 14,908,392 | | 3.12611 |
| **Total Employee Benefit Levies (29,30,31)** | | | | 32 | 24,484,809 | 23,511,129 | 65 | 4.93000 |
| **Sub Total Special Revenue Levies (28+32)** | | | | 33 | 25,825,762 | 24,798,757 | | |
| **As Req** | | **With Gas & Elec Valuation** | **Without Gas & Elec Valuation** | | | | | |
| SSMID 1 | | 78,821,163 | 53,935,370 | 34 | 433,516 | 296,644 | 66 | 5.49999 |
| SSMID 2 | | 9,223,476 | 9,223,476 | 35 | 32,282 | 32,282 | 67 | 3.49998 |
| SSMID 3 | | 41,190,882 | 38,670,181 | 36 | 144,168 | 135,346 | 68 | 3.50000 |
| SSMID 4 | | 23,557,103 | 23,557,103 | 37 | 70,671 | 70,671 | 69 | 2.99999 |
| SSMID 5 | | 40,533,491 | 40,533,491 | 555 | 184,427 | 184,427 | 565 | 4.54999 |
| SSMID 6 | | 23,220,662 | 23,220,662 | 556 | 105,654 | 105,654 | 566 | 4.55000 |
| SSMID 7 | | 20,491,066 | 20,491,066 | 1177 | 93,234 | 93,234 | 1179 | 4.54998 |
| SSMID 8 | | 0 | 0 | 1185 | 0 | 0 | 1187 | 0.00000 |
| **Total Special Revenue Levies** | | | | 39 | 26,889,714 | 25,717,015 | | |
| **Debt Service Levy 76.10(6)** | Amt Nec | | | 40 | 10,644,238 | 10,239,360 | 70 | 2.05000 |
| **Capital Projects (Capital Improv. Reserve)** | 0.67500 | | | 41 | 0 | 0 | 71 | 0.00000 |
| **Total Property Taxes (27+39+40+41)** | | | | 42 | 84,929,134 | 81,469,368 | 72 | 16.78000 |

( Signature ) (Date) ( County Auditor ) (Date)

**ADOPTED BUDGET SUMMARY**
City Name: DAVENPORT
Fiscal Year July 1, 2023 - June 30, 2024

| | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2024 | RE-ESTIMATED 2023 | ACTUAL 2022 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Revenues & Other Financing Sources** | | | | | | | | | | | |
| Taxes Levied on Property | 1 | 45,512,993 | 25,717,015 | | 10,239,360 | 0 | | | 81,469,368 | 81,595,081 | 79,928,480 |
| Less: Uncollected Property Taxes-Levy Year | 2 | 0 | 0 | | 0 | 0 | | | 0 | 0 | 2,011,021 |
| Net Current Property Taxes | 3 | 45,512,993 | 25,717,015 | | 10,239,360 | 0 | | | 81,469,368 | 81,595,081 | 77,917,459 |
| Delinquent Property Taxes | 4 | 0 | 0 | | 0 | 0 | | | 0 | 0 | 35,826 |
| TIF Revenues | 5 | | | 7,353,199 | | | | | 7,353,199 | 0 | 7,450,112 |
| Other City Taxes | 6 | 6,721,189 | 18,172,699 | | 414,878 | 0 | | | 25,308,766 | 25,013,594 | 33,834,232 |
| Licenses & Permits | 7 | 1,974,000 | 150,000 | | | | | 30,000 | 2,154,000 | 2,054,100 | 3,463,214 |
| Use of Money and Property | 8 | 1,104,300 | 270,590 | 0 | 75,000 | 0 | 0 | 835,910 | 2,285,800 | 1,904,610 | 2,394,346 |
| Intergovernmental | 9 | 3,347,130 | 24,999,266 | 0 | 142,000 | 14,434,381 | | 2,255,000 | 45,177,777 | 32,213,325 | 35,684,422 |
| Charges for Fees & Service | 10 | 4,442,275 | 235,000 | | 0 | 0 | 0 | 73,919,974 | 78,597,249 | 75,891,257 | 89,164,486 |
| Special Assessments | 11 | 0 | 7,500 | | 20,000 | 0 | | 0 | 27,500 | 27,500 | 120,648 |
| Miscellaneous | 12 | 2,583,500 | 831,000 | | 700,000 | 185,000 | 0 | 304,825 | 4,604,325 | 7,731,213 | 12,374,474 |
| Sub-Total Revenues | 13 | 65,685,387 | 70,383,070 | 7,353,199 | 11,591,238 | 14,619,381 | 0 | 77,345,709 | 246,977,984 | 226,430,680 | 262,439,219 |
| **Other Financing Sources:** | | | | | | | | | | | |
| **Total Transfers In** | 14 | 25,633,107 | 1,829,719 | 0 | 10,200,000 | 7,671,500 | 0 | 5,599,509 | 50,933,835 | 61,642,063 | 52,629,924 |
| Proceeds of Debt | 15 | 0 | 0 | 0 | 0 | 27,285,000 | | 0 | 27,285,000 | 33,239,550 | 17,180,000 |
| Proceeds of Capital Asset Sales | 16 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| **Total Revenues and Other Sources** | 17 | 91,318,494 | 72,212,789 | 7,353,199 | 21,791,238 | 49,575,881 | 0 | 82,945,218 | 325,196,819 | 321,312,293 | 332,249,143 |
| **Expenditures & Other Financing Uses** | | | | | | | | | | | |
| Public Safety | 18 | 51,992,914 | 657,160 | 0 | | | 0 | | 52,650,074 | 51,217,849 | 51,428,371 |
| Public Works | 19 | 3,878,086 | 15,630,397 | 0 | | | 0 | | 19,508,483 | 19,088,221 | 18,632,477 |
| Health and Social Services | 20 | 0 | 0 | 0 | | | 0 | | 0 | 0 | 0 |
| Culture and Recreation | 21 | 14,354,690 | 508,921 | 0 | | | 0 | | 14,863,611 | 14,749,562 | 14,039,997 |
| Community and Economic Development | 22 | 1,992,415 | 13,234,466 | 4,812,645 | | | 0 | | 20,039,526 | 17,769,231 | 17,120,192 |
| General Government | 23 | 14,126,130 | 399,741 | 0 | | | 0 | | 14,525,871 | 13,714,058 | 13,434,346 |
| Debt Service | 24 | 0 | 0 | 2,811,224 | 29,340,423 | | 0 | | 32,151,647 | 32,994,797 | 31,514,937 |
| Capital Projects | 25 | 0 | 0 | 0 | | 47,621,731 | 0 | | 47,621,731 | 43,865,093 | 30,678,194 |
| **Total Government Activities Expenditures** | 26 | 86,344,235 | 30,430,685 | 7,623,869 | 29,340,423 | 47,621,731 | 0 | | 201,360,943 | 193,398,811 | 176,848,514 |
| Business Type Proprietray: Enterprise & ISF | 27 | | | | | | | 77,792,906 | 77,792,906 | 68,130,026 | 67,811,916 |
| **Total Gov & Bus Type Expenditures** | 28 | 86,344,235 | 30,430,685 | 7,623,869 | 29,340,423 | 47,621,731 | 0 | 77,792,906 | 279,153,849 | 261,528,837 | 244,660,430 |
| **Total Transfers Out** | 29 | 6,079,228 | 40,955,457 | 275,000 | 0 | 1,954,150 | 0 | 1,670,000 | 50,933,835 | 61,642,063 | 52,629,924 |
| Total ALL Expenditures/Fund Transfers Out | 30 | 92,423,463 | 71,386,142 | 7,898,869 | 29,340,423 | 49,575,881 | 0 | 79,462,906 | 330,087,684 | 323,170,900 | 297,290,354 |
| Excess Revenues & Other Sources Over | 31 | | | | | | | | | | |
| (Under) Expenditures/Transfers Out | 32 | -1,104,969 | 826,647 | -545,670 | -7,549,185 | 0 | 0 | 3,482,312 | -4,890,865 | -1,858,607 | 34,958,789 |
| **Beginning Fund Balance July 1** | 33 | 38,270,057 | 27,462,968 | 313,465 | 27,570,779 | 19,272,372 | 0 | 148,923,760 | 261,813,401 | 263,672,008 | 228,713,219 |
| **Ending Fund Balance June 30** | 34 | 37,165,088 | 28,289,615 | -232,205 | 20,021,594 | 19,272,372 | 0 | 152,406,072 | 256,922,536 | 261,813,401 | 263,672,008 |

**EXPENDITURES SCHEDULE PAGE 1**
City Name: DAVENPORT
Fiscal Year July 1, 2023 - June 30, 2024

| GOVERNMENT ACTIVITIES | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2024 | RE-ESTIMATED 2023 | ACTUAL 2022 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **PUBLIC SAFETY** | | | | | | | | | | | |
| Police Department/Crime Prevention | 1 | 29,631,270 | 485,160 | | | | | | 30,116,430 | 29,328,359 | 29,252,541 |
| Jail | 2 | | | | | | | | 0 | 0 | 0 |
| Emergency Management | 3 | | | | | | | | 0 | 0 | 0 |
| Flood Control | 4 | | | | | | | | 0 | 0 | 0 |
| Fire Department | 5 | 21,056,465 | 172,000 | | | | | | 21,228,465 | 20,535,963 | 21,036,463 |
| Ambulance | 6 | | | | | | | | 0 | 0 | 0 |
| Building Inspections | 7 | 1,305,179 | | | | | | | 1,305,179 | 1,238,107 | 1,139,367 |
| Miscellaneous Protective Services | 8 | | | | | | | | 0 | 0 | 0 |
| Animal Control | 9 | | | | | | | | 0 | 115,420 | 0 |
| Other Public Safety | 10 | | | | | | | | 0 | 0 | 0 |
| TOTAL (lines 1 - 10) | 11 | 51,992,914 | 657,160 | | | | 0 | | 52,650,074 | 51,217,849 | 51,428,371 |
| **PUBLIC WORKS** | | | | | | | | | | | |
| Roads, Bridges, & Sidewalks | 12 | 3,639,414 | 13,529,179 | | | | | | 17,168,593 | 16,769,386 | 15,965,907 |
| Parking - Meter and Off-Street | 13 | | | | | | | | 0 | 0 | 0 |
| Street Lighting | 14 | 224,908 | 1,538,360 | | | | | | 1,763,268 | 1,753,332 | 1,562,753 |
| Traffic Control and Safety | 15 | | | | | | | | 0 | 0 | 0 |
| Snow Removal | 16 | | | | | | | | 0 | 0 | 0 |
| Highway Engineering | 17 | 13,764 | 423,833 | | | | | | 437,597 | 431,357 | 422,449 |
| Street Cleaning | 18 | | | | | | | | 0 | 0 | 0 |
| Airport | 19 | | | | | | | | 0 | 0 | 0 |
| Garbage (if not Enterprise) | 20 | | | | | | | | 0 | 0 | 0 |
| Other Public Works | 21 | | 139,025 | | | | | | 139,025 | 134,146 | 681,368 |
| TOTAL (lines 12 - 21) | 22 | 3,878,086 | 15,630,397 | | | | 0 | | 19,508,483 | 19,088,221 | 18,632,477 |
| **HEALTH & SOCIAL SERVICES** | | | | | | | | | | | |
| Welfare Assistance | 23 | | | | | | | | 0 | 0 | 0 |
| City Hospital | 24 | | | | | | | | 0 | 0 | 0 |
| Payments to Private Hospitals | 25 | | | | | | | | 0 | 0 | 0 |
| Health Regulation and Inspection | 26 | | | | | | | | 0 | 0 | 0 |
| Water, Air, and Mosquito Control | 27 | | | | | | | | 0 | 0 | 0 |
| Community Mental Health | 28 | | | | | | | | 0 | 0 | 0 |
| Other Health and Social Services | 29 | | | | | | | | 0 | 0 | 0 |
| TOTAL (lines 23 - 29) | 30 | 0 | 0 | | | | 0 | | 0 | 0 | 0 |
| **CULTURE & RECREATION** | | | | | | | | | | | |
| Library Services | 31 | 5,816,652 | 160,202 | | | | | | 5,976,854 | 5,896,855 | 5,863,816 |
| Museum, Band and Theater | 32 | 753,000 | | | | | | | 753,000 | 753,000 | 753,000 |
| Parks | 33 | 4,051,383 | 149,000 | | | | | | 4,200,383 | 4,041,561 | 4,227,326 |
| Recreation | 34 | 2,027,655 | 199,719 | | | | | | 2,227,374 | 2,502,146 | 1,851,411 |
| Cemetery | 35 | | | | | | | | 0 | 0 | 0 |
| Community Center, Zoo, & Marina | 36 | | | | | | | | 0 | 0 | 0 |
| Other Culture and Recreation | 37 | 1,706,000 | | | | | | | 1,706,000 | 1,556,000 | 1,344,444 |
| TOTAL (lines 31 - 37) | 38 | 14,354,690 | 508,921 | | | | 0 | | 14,863,611 | 14,749,562 | 14,039,997 |

**EXPENDITURES SCHEDULE PAGE 2**
City Name: DAVENPORT
Fiscal Year July 1, 2023 - June 30, 2024

| GOVERNMENT ACTIVITIES | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2024 | RE-ESTIMATED 2023 | ACTUAL 2022 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **COMMUNITY & ECONOMIC DEVELOPMENT** | | | | | | | | | | | |
| Community Beautification | 39 | | | | | | | | 0 | 0 | 0 |
| Economic Development | 40 | 1,034,888 | 2,452,010 | 4,812,645 | | | | | 8,299,543 | 7,671,411 | 3,023,126 |
| Housing and Urban Renewal | 41 | 596,997 | 10,440,054 | | | | | | 11,037,051 | 9,320,736 | 8,172,662 |
| Planning & Zoning | 42 | 360,530 | 342,402 | | | | | | 702,932 | 777,084 | 962,418 |
| Other Com & Econ Development | 43 | | | | | | | | 0 | 0 | 0 |
| TIF Rebates | 44 | | | | | | | | 0 | 0 | 4,961,986 |
| TOTAL (lines 39 - 44) | 45 | 1,992,415 | 13,234,466 | 4,812,645 | | | 0 | | 20,039,526 | 17,769,231 | 17,120,192 |
| **GENERAL GOVERNMENT** | | | | | | | | | | | |
| Mayor, Council, & City Manager | 46 | 2,073,130 | 97,135 | | | | | | 2,170,265 | 2,053,313 | 1,799,543 |
| Clerk, Treasurer, & Finance Adm. | 47 | 2,300,750 | 123,872 | | | | | | 2,424,622 | 2,382,772 | 2,366,476 |
| Elections | 48 | | | | | | | | 0 | 0 | 0 |
| Legal Services & City Attorney | 49 | | | | | | | | 0 | 0 | 0 |
| City Hall & General Buildings | 50 | 1,945,823 | 42,620 | | | | | | 1,988,443 | 1,798,758 | 1,773,119 |
| Tort Liability | 51 | 1,607,319 | | | | | | | 1,607,319 | 1,484,493 | 1,630,061 |
| Other General Government | 52 | 6,199,108 | 136,114 | | | | | | 6,335,222 | 5,994,722 | 5,865,147 |
| TOTAL (lines 46 - 52) | 53 | 14,126,130 | 399,741 | 0 | | | 0 | | 14,525,871 | 13,714,058 | 13,434,346 |
| **DEBT SERVICE** | 54 | | | 2,811,224 | 29,340,423 | | | | 32,151,647 | 32,994,797 | 31,514,937 |
| Gov Capital Projects | 55 | | | | | 47,621,731 | | | 47,621,731 | 43,865,093 | 30,678,194 |
| TIF Capital Projects | 56 | | | | | | | | 0 | 0 | 0 |
| TOTAL CAPITAL PROJECTS | 57 | 0 | 0 | 0 | | 47,621,731 | 0 | | 47,621,731 | 43,865,093 | 30,678,194 |
| **TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)** | 58 | 86,344,235 | 30,430,685 | 7,623,869 | 29,340,423 | 47,621,731 | 0 | | 201,360,943 | 193,398,811 | 176,848,514 |
| **BUSINESS TYPE ACTIVITIES** | | | | | | | | | | | |
| **Proprietary: Enterprise & Budgeted ISF** | | | | | | | | | | | |
| Water Utility | 59 | | | | | | | | 0 | 0 | 0 |
| Sewer Utility | 60 | | | | | | | 15,024,646 | 15,024,646 | 14,305,867 | 14,280,018 |
| Electric Utility | 61 | | | | | | | | 0 | 0 | 0 |
| Gas Utility | 62 | | | | | | | | 0 | 0 | 0 |
| Airport | 63 | | | | | | | 341,664 | 341,664 | 325,140 | 315,904 |
| Landfill/Garbage | 64 | | | | | | | 6,058,696 | 6,058,696 | 5,823,824 | 5,515,644 |
| Transit | 65 | | | | | | | 7,162,324 | 7,162,324 | 6,977,876 | 6,741,041 |
| Cable TV, Internet & Telephone | 66 | | | | | | | | 0 | 0 | 0 |
| Housing Authority | 67 | | | | | | | | 0 | 0 | 264,327 |
| Storm Water Utility | 68 | | | | | | | 2,564,977 | 2,564,977 | 2,387,441 | 2,365,492 |
| Other Business Type (city hosp., ISF, parking, etc.) | 69 | | | | | | | 36,836,765 | 36,836,765 | 36,253,940 | 36,598,856 |
| Enterprise DEBT SERVICE | 70 | | | | | | | 9,803,834 | 9,803,834 | 2,055,938 | 1,730,634 |
| Enterprise CAPITAL PROJECTS | 71 | | | | | | | | 0 | 0 | 0 |
| Enterprise TIF CAPITAL PROJECTS | 72 | | | | | | | | 0 | 0 | 0 |
| **TOTAL Business Type Expenditures (lines 59 - 72)** | 73 | | | | | | | 77,792,906 | 77,792,906 | 68,130,026 | 67,811,916 |
| **TOTAL ALL EXPENDITURES (lines 58 + 73)** | 74 | 86,344,235 | 30,430,685 | 7,623,869 | 29,340,423 | 47,621,731 | 0 | 77,792,906 | 279,153,849 | 261,528,837 | 244,660,430 |
| Regular Transfers Out | 75 | 6,079,228 | 40,955,457 | | | 1,954,150 | | 1,670,000 | 50,658,835 | 58,561,609 | 49,578,115 |
| Internal TIF Loan / Repayment Transfers Out | 76 | | | 275,000 | | | | | 275,000 | 3,080,454 | 3,051,809 |
| **Total ALL Transfers Out** | 77 | 6,079,228 | 40,955,457 | 275,000 | 0 | 1,954,150 | 0 | 1,670,000 | 50,933,835 | 61,642,063 | 52,629,924 |
| **Total Expenditures & Fund Transfers Out (lines 74+77)** | 78 | 92,423,463 | 71,386,142 | 7,898,869 | 29,340,423 | 49,575,881 | 0 | 79,462,906 | 330,087,684 | 323,170,900 | 297,290,354 |
| **Ending Fund Balance June 30** | 79 | 37,165,088 | 28,289,615 | -232,205 | 20,021,594 | 19,272,372 | 0 | 152,406,072 | 256,922,536 | 261,813,401 | 263,672,008 |

**REVENUES DETAIL**
City Name: DAVENPORT
Fiscal Year July 1, 2023 - June 30, 2024

| | | GENERAL | SPECIAL REVENUES | TIF SPECIAL REVENUES | DEBT SERVICE | CAPITAL PROJECTS | PERMANENT | PROPRIETARY | BUDGET 2024 | RE-ESTIMATED 2023 | ACTUAL 2022 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **REVENUES & OTHER FINANCING SOURCES** | | | | | | | | | | | |
| Taxes Levied on Property | 1 | 45,512,993 | 25,717,015 | | 10,239,360 | 0 | | | 81,469,368 | 81,595,081 | 79,928,480 |
| Less: Uncollected Property Taxes - Levy Year | 2 | | | | | | | | 0 | 0 | 2,011,021 |
| Net Current Property Taxes (line 1 minus line 2) | 3 | 45,512,993 | 25,717,015 | | 10,239,360 | 0 | | | 81,469,368 | 81,595,081 | 77,917,459 |
| Delinquent Property Taxes | 4 | | | | | | | | 0 | 0 | 35,826 |
| TIF Revenues | 5 | | | 7,353,199 | | | | | 7,353,199 | 0 | 7,450,112 |
| Other City Taxes: | | | | | | | | | | | |
| Utility Tax Replacement Excise Taxes | 6 | 1,882,189 | 1,172,699 | | 404,878 | 0 | | | 3,459,766 | 3,524,594 | 3,118,796 |
| Utility francise tax (Iowa Code Chapter 364.2) | 7 | 630,000 | | | | | | | 630,000 | 720,000 | 638,074 |
| Parimutuel wager tax | 8 | | | | | | | | 0 | 0 | 0 |
| Gaming wager tax | 9 | 1,400,000 | | | | | | | 1,400,000 | 1,200,000 | 1,573,220 |
| Mobile Home Taxes | 10 | 59,000 | | | 10,000 | | | | 69,000 | 69,000 | 81,871 |
| Hotel/Motel Taxes | 11 | 2,750,000 | | | | | | | 2,750,000 | 2,500,000 | 3,119,107 |
| Other Local Option Taxes | 12 | | 17,000,000 | | | | | | 17,000,000 | 17,000,000 | 25,303,164 |
| Subtotal - Other City Taxes (lines 6 thru 12) | 13 | 6,721,189 | 18,172,699 | | 414,878 | 0 | | | 25,308,766 | 25,013,594 | 33,834,232 |
| Licenses & Permits | 14 | 1,974,000 | 150,000 | | | | | 30000 | 2,154,000 | 2,054,100 | 3,463,214 |
| Use of Money & Property | 15 | 1,104,300 | 270,590 | | 75,000 | | | 835,910 | 2,285,800 | 1,904,610 | 2,394,346 |
| Intergovernmental: | | | | | | | | | | | |
| Federal Grants & Reimbursements | 16 | 125,000 | 11,961,766 | | | 14,434,381 | | 1,700,000 | 28,221,147 | 13,545,412 | 15,231,291 |
| Road Use Taxes | 17 | | 13,000,000 | | | | | | 13,000,000 | 12,800,000 | 13,527,898 |
| Other State Grants & Reimbursements | 18 | 2,463,250 | 37,500 | | 142,000 | | | 555,000 | 3,197,750 | 5,109,033 | 6,316,385 |
| Local Grants & Reimbursements | 19 | 758,880 | | | | | | | 758,880 | 758,880 | 608,848 |
| Subtotal - Intergovernmental (lines 16 thru 19) | 20 | 3,347,130 | 24,999,266 | 0 | 142,000 | 14,434,381 | | 2,255,000 | 45,177,777 | 32,213,325 | 35,684,422 |
| Charges for Fees & Service: | | | | | | | | | | | |
| Water Utility | 21 | | | | | | | | 0 | 0 | 0 |
| Sewer Utility | 22 | | | | | | | 28,572,348 | 28,572,348 | 27,213,998 | 28,116,702 |
| Electric Utility | 23 | | | | | | | | 0 | 0 | 0 |
| Gas Utility | 24 | | | | | | | | 0 | 0 | 0 |
| Parking | 25 | | | | | | | 939,000 | 939,000 | 1,224,100 | 893,017 |
| Airport | 26 | | | | | | | 209,400 | 209,400 | 206,000 | 220,259 |
| Landfill/Garbage | 27 | | | | | | | 7,134,544 | 7,134,544 | 6,930,625 | 6,979,126 |
| Hospital | 28 | | | | | | | | 0 | 0 | 0 |
| Transit | 29 | | | | | | | 388,500 | 388,500 | 430,000 | 378,632 |
| Cable TV, Internet & Telephone | 30 | | | | | | | | 0 | 0 | 0 |
| Housing Authority | 31 | | | | | | | | 0 | 0 | 54,207 |
| Storm Water Utility | 32 | | | | | | | 3,310,008 | 3,310,008 | 3,213,600 | 3,276,966 |
| Other Fees & Charges for Service | 33 | 4,442,275 | 235,000 | | | | | 33,366,174 | 38,043,449 | 36,672,934 | 49,245,577 |
| Subtotal - Charges for Service (lines 21 thru 33) | 34 | 4,442,275 | 235,000 | | 0 | 0 | 0 | 73,919,974 | 78,597,249 | 75,891,257 | 89,164,486 |
| Special Assessments | 35 | | 7,500 | | 20,000 | | | | 27,500 | 27,500 | 120,648 |
| Miscellaneous | 36 | 2,583,500 | 831,000 | | 700,000 | 185,000 | | 304,825 | 4,604,325 | 7,731,213 | 12,374,474 |
| Other Financing Sources: | | | | | | | | | | | |
| Regular Operating Transfers In | 37 | 25,358,107 | 1,829,719 | | 10,200,000 | 7,671,500 | | 5,599,509 | 50,658,835 | 58,561,609 | 49,578,115 |
| Internal TIF Loan Transfers In | 38 | 275,000 | | | | | | | 275,000 | 3,080,454 | 3,051,809 |
| **Subtotal ALL Operating Transfers In** | 39 | 25,633,107 | 1,829,719 | 0 | 10,200,000 | 7,671,500 | 0 | 5,599,509 | 50,933,835 | 61,642,063 | 52,629,924 |
| Proceeds of Debt (Excluding TIF Internal Borrowing) | 40 | | | | | 27,285,000 | | | 27,285,000 | 33,239,550 | 17,180,000 |
| Proceeds of Capital Asset Sales | 41 | | | | | | | | 0 | 0 | 0 |
| **Subtotal-Other Financing Sources (lines 38 thru 40)** | 42 | 25,633,107 | 1,829,719 | 0 | 10,200,000 | 34,956,500 | 0 | 5,599,509 | 78,218,835 | 94,881,613 | 69,809,924 |
| **Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)** | 43 | 91,318,494 | 72,212,789 | 7,353,199 | 21,791,238 | 49,575,881 | 0 | 82,945,218 | 325,196,819 | 321,312,293 | 332,249,143 |
| Beginning Fund Balance July 1 | 44 | 38,270,057 | 27,462,968 | 313,465 | 27,570,779 | 19,272,372 | 0 | 148,923,760 | 261,813,401 | 263,672,008 | 228,713,219 |
| **TOTAL REVENUES & BEGIN BALANCE (lines 42+43)** | 45 | 129,588,551 | 99,675,757 | 7,666,664 | 49,362,017 | 68,848,253 | 0 | 231,868,978 | 587,010,220 | 584,984,301 | 560,962,362 |

**LONG TERM DEBT SCHEDULE - LT DEBT1**
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

| Debt Name | | Amount of Issue | Type of Debt Obligation | Debt Resolution Number | Principal Due FY | Interest Due FY | Total Obligation Due FY | Bond Reg./ Paying Agent Fees Due FY | Reductions due to Refinancing or Prepayment of Certified Debt | Paid from Funds OTHER THAN Current Year Debt Service Taxes | Amount Paid Current Year Debt Service Levy |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | | GO | 2015-76 | 1,115,000 | 291,744 | 1,406,744 | 0 | 0 | 435,700 | 971,044 |
| | 2 | | GO | 2016-77 | 2,805,000 | 782,750 | 3,587,750 | | | 2,270,350 | 1,317,400 |
| | 3 | | GO | 2016-78 | 370,000 | 47,723 | 417,723 | | | 417,723 | 0 |
| | 4 | | GO | 2017-69 | 1,285,000 | 410,181 | 1,695,181 | | | 639,519 | 1,055,662 |
| | 5 | | GO | 2017-70 | 615,000 | 124,200 | 739,200 | | | 0 | 739,200 |
| | 6 | | GO | 2017-71 | 2,095,000 | 170,800 | 2,265,800 | | | 654,399 | 1,611,401 |
| | 7 | | GO | 2018-85 | 2,735,000 | 671,938 | 3,406,938 | | | 2,234,944 | 1,171,994 |
| | 8 | | GO | 2018-86 | 435,000 | 168,265 | 603,265 | | | 603,265 | 0 |
| | 9 | | GO | 2019-53 | 1,540,000 | 682,550 | 2,222,550 | | | 762,050 | 1,460,500 |
| | 10 | | GO | 2020-129 | 4,680,000 | 543,150 | 5,223,150 | | | 4,048,513 | 1,174,637 |
| | 11 | | GO | 2020-437 | 1,165,000 | 644,450 | 1,809,450 | | | 1,809,450 | 0 |
| | 12 | | GO | 2021-53 | 785,000 | 222,278 | 1,007,278 | | | 1,007,278 | 0 |
| | 13 | | GO | 2022-67 | 2,580,000 | 1,207,494 | 3,787,494 | | | 3,787,494 | 0 |
| | 14 | | GO | 2016-79 | 1,145,000 | 22,900 | 1,167,900 | | | 25,500 | 1,142,400 |
| | 15 | | - | | | | 0 | | | | 0 |
| | 16 | | - | | | | 0 | | | | 0 |
| | 17 | | - | | | | 0 | | | | 0 |
| | 18 | | - | | | | 0 | | | | 0 |
| | 19 | | - | | | | 0 | | | | 0 |
| | 20 | | - | | | | 0 | | | | 0 |
| | 21 | | - | | | | 0 | | | | 0 |
| | 22 | | - | | | | 0 | | | | 0 |
| | 23 | | - | | | | 0 | | | | 0 |
| | 24 | | - | | | | 0 | | | | 0 |
| | 25 | | - | | | | 0 | | | | 0 |
| | 26 | | - | | | | 0 | | | | 0 |
| | 27 | | - | | | | 0 | | | | 0 |
| | 28 | | - | | | | 0 | | | | 0 |
| | 29 | | - | | | | 0 | | | | 0 |
| | 30 | | - | | | | 0 | | | | 0 |
| TOTALS | | | | | 23,350,000 | 5,990,423 | 29,340,423 | 0 | 0 | 18,696,185 | 10,644,238 |

**NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET**

**Fiscal Year July 1, 2023 - June 30, 2024**

**City of: DAVENPORT**

**The City Council will conduct a public hearing on the proposed Budget at: Davenport City Hall | 226 West 4th Street, Davenport, Iowa, 52801 Meeting Date: 3/15/2023 Meeting Time: 05:30 PM**

**At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.**

**City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals.**

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per $1000 valuation on regular property 16.78000

The estimated tax levy rate per $1000 valuation on Agricultural land is 3.00375

**At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.**

Phone Number
(563) 326-7792

City Clerk/Finance Officer's NAME
Mallory Merritt

| | | Budget FY 2024 | Re-estimated FY 2023 | Actual FY 2022 |
|---|---|---|---|---|
| **Revenues & Other Financing Sources** | | | | |
| Taxes Levied on Property | 1 | 81,469,368 | 81,595,081 | 79,928,480 |
| Less: Uncollected Property Taxes-Levy Year | 2 | 0 | 0 | 2,011,021 |
| **Net Current Property Taxes** | 3 | 81,469,368 | 81,595,081 | 77,917,459 |
| Delinquent Property Taxes | 4 | 0 | 0 | 35,826 |
| TIF Revenues | 5 | 7,353,199 | 0 | 7,450,112 |
| Other City Taxes | 6 | 25,308,766 | 25,013,594 | 33,834,232 |
| Licenses & Permits | 7 | 2,154,000 | 2,054,100 | 3,463,214 |
| Use of Money and Property | 8 | 2,285,800 | 1,904,610 | 2,394,346 |
| Intergovernmental | 9 | 45,177,777 | 32,213,325 | 35,684,422 |
| Charges for Fees & Service | 10 | 78,597,249 | 75,891,257 | 89,164,486 |
| Special Assessments | 11 | 27,500 | 27,500 | 120,648 |
| Miscellaneous | 12 | 4,604,325 | 7,731,213 | 12,374,474 |
| Other Financing Sources | 13 | 27,285,000 | 33,239,550 | 17,180,000 |
| Transfers In | 14 | 50,933,835 | 61,642,063 | 52,629,924 |
| **Total Revenues and Other Sources** | 15 | 325,196,819 | 321,312,293 | 332,249,143 |
| **Expenditures & Other Financing Uses** | | | | |
| Public Safety | 16 | 52,650,074 | 51,217,849 | 51,428,371 |
| Public Works | 17 | 19,508,483 | 19,088,221 | 18,632,477 |
| Health and Social Services | 18 | 0 | 0 | 0 |
| Culture and Recreation | 19 | 14,863,611 | 14,749,562 | 14,039,997 |
| Community and Economic Development | 20 | 20,039,526 | 17,769,231 | 17,120,192 |
| General Government | 21 | 14,525,871 | 13,714,058 | 13,434,346 |
| Debt Service | 22 | 32,151,647 | 32,994,797 | 31,514,937 |
| Capital Projects | 23 | 47,621,731 | 43,865,093 | 30,678,194 |
| **Total Government Activities Expenditures** | 24 | 201,360,943 | 193,398,811 | 176,848,514 |
| Business Type / Enterprises | 25 | 77,792,906 | 68,130,026 | 67,811,916 |
| **Total ALL Expenditures** | 26 | 279,153,849 | 261,528,837 | 244,660,430 |
| Transfers Out | 27 | 50,933,835 | 61,642,063 | 52,629,924 |
| Total ALL Expenditures/Transfers Out | 28 | 330,087,684 | 323,170,900 | 297,290,354 |
| **Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out** | 29 | -4,890,865 | -1,858,607 | 34,958,789 |
| Beginning Fund Balance July 1 | 30 | 261,813,401 | 263,672,008 | 228,713,219 |
| **Ending Fund Balance June 30** | 31 | 256,922,536 | 261,813,401 | 263,672,008 |

## City of Davenport

## FY 2024 Budget Summary Overview

| | Revenues | | | Expenditures | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Fund | Projected Revenues | Transfers In | Total Resources | Salaries & Benefits | Supplies & Services | Equipment/ Capital | Allocated Costs | Debt Service | Transfers Out | Total Expenditures | Budgeted Excess/ (Deficiency) |
| **General Funds** | | | | | | | | | | | |
| General Fund | 55,542,462 | 2,213,458 | 57,755,920 | 44,294,195 | 6,856,955 | 82,500 | 6,224,751 | - | 654,719 | 58,113,120 | (357,200) |
| Special Public Safety | - | - | - | 200,000 | - | - | - | - | - | 200,000 | (200,000) |
| Library Special Levy | 1,475,451 | - | 1,475,451 | 1,382,521 | 135,810 | - | 201,551 | - | - | 1,719,882 | (244,431) |
| Hotel/Motel Tax Fund | 2,750,000 | 200,000 | 2,950,000 | 75,532 | 1,920,076 | - | 50,548 | | 1,105,000 | 3,151,156 | (201,156) |
| Trust and Agency | 24,572,088 | 267,041 | 24,839,129 | 21,648,761 | - | - | 3,271,035 | - | | 24,919,796 | (80,667) |
| Emergency Tax Levy | 1,332,201 | - | 1,332,201 | - | - | - | - | - | 1,332,201 | 1,332,201 | - |
| **Total General Funds** | **85,672,202** | **2,680,499** | **88,352,701** | **67,601,009** | **8,912,841** | **82,500** | **9,747,885** | **-** | **3,091,920** | **89,436,155** | **(1,083,454)** |
| **Special Revenue Funds** | | | | | | | | | | | |
| Self-Supporting Improvement Districts | 1,327,453 | - | 1,327,453 | - | 1,327,453 | - | - | - | - | 1,327,453 | - |
| Fair Housing Fund | 100,000 | - | 100,000 | 121,275 | 7,480 | - | 7,359 | - | - | 136,114 | (36,114) |
| HUD Section 8 | 4,285,000 | - | 4,285,000 | 474,311 | 3,656,618 | - | 114,611 | - | 41,251 | 4,286,791 | (1,791) |
| Community Development Block Grant | 4,123,584 | 300,000 | 4,423,584 | - | 3,820,346 | - | 98,000 | - | 489,901 | 4,408,247 | 15,337 |
| Community Development Loan Pool/Sp. Revenue | 3,395,222 | | 3,395,222 | - | 3,263,180 | - | - | - | 356,063 | 3,619,243 | (224,021) |
| ARPA Fund | 356,209 | - | 356,209 | 356,209 | - | - | - | - | - | 356,209 | - |
| Justice Crime Analytics Grant | 247,341 | - | 247,341 | 106,683 | 140,658 | - | - | - | - | 247,341 | - |
| Road Use Tax | 13,165,000 | 1,600,000 | 14,765,000 | 8,435,483 | 2,319,819 | 525,300 | 2,038,505 | - | 1,600,000 | 14,919,107 | (154,107) |
| Riverfront Improvement Fund | 330,000 | 75,000 | 405,000 | 129,877 | 195,300 | - | 4,225 | - | 52,500 | 381,902 | 23,098 |
| Youth Sports | 120,000 | 79,719 | 199,719 | 160,719 | 39,000 | - | - | - | | 199,719 | - |
| Local Option Sales Tax | 17,107,500 | 150,000 | 17,257,500 | 2,164,555 | - | 741,192 | 182,527 | - | 14,305,933 | 17,394,207 | (136,707) |
| **Total Special Revenue Funds** | **44,557,309** | **2,204,719** | **46,762,028** | **11,949,112** | **14,769,854** | **1,266,492** | **2,445,227** | **-** | **16,845,648** | **47,276,333** | **(514,305)** |
| **Proprietary Funds** | | | | | | | | | | | |
| Sewer Maintenance | 25,481,013 | - | 25,481,013 | 2,625,431 | 676,195 | 278,000 | 1,598,562 | 8,567,732 | 8,880,238 | 22,626,158 | 2,854,855 |
| Water Pollution Control Plant | 3,467,430 | 8,810,238 | 12,277,668 | 4,778,310 | 2,913,550 | 872,500 | 1,282,098 | 891,662 | 1,220,000 | 11,958,120 | 319,548 |
| Solid Waste Collection | 7,164,544 | - | 7,164,544 | 3,204,693 | 1,406,910 | 100,000 | 1,347,093 | 925,116 | - | 6,983,812 | 180,732 |
| Clean Water Utility | 3,390,008 | - | 3,390,008 | 1,740,954 | 434,890 | 66,000 | 323,133 | 170,936 | 450,000 | 3,185,913 | 204,095 |
| Parking | 1,100,400 | - | 1,100,400 | 448,803 | 479,447 | - | 202,977 | - | - | 1,131,227 | (30,827) |
| Transit | 7,090,613 | - | 7,090,613 | 4,087,195 | 1,811,142 | - | 1,263,987 | - | - | 7,162,324 | (71,711) |
| Airport | 306,510 | - | 306,510 | 122,851 | 145,099 | - | 73,714 | 38,000 | - | 379,664 | (73,154) |
| Transload | - | - | 5,000 | - | 3,500 | - | - | - | - | 3,500 | 1,500 |
| RiverCenter Operating | 3,647,905 | 655,000 | 4,302,905 | - | 4,017,550 | - | 203,380 | 102,050 | - | 4,322,980 | (20,075) |
| Golf Course Operating | 1,776,400 | 200,000 | 1,976,400 | 970,110 | 579,250 | - | 520,577 | - | - | 2,069,937 | (93,537) |
| River's Edge Sports Center | 462,500 | 225,000 | 687,500 | 420,173 | 288,570 | - | 282,226 | - | - | 990,969 | (303,469) |
| **Total Enterprise Funds** | **53,887,323** | **9,890,238** | **63,782,561** | **18,398,520** | **12,756,103** | **1,316,500** | **7,097,747** | **10,695,496** | **10,550,238** | **60,814,604** | **2,967,957** |
| Information Management Systems | 3,030,159 | - | 3,030,159 | 1,439,496 | 1,501,472 | - | 89,191 | - | - | 3,030,159 | - |
| Employee Insurance | 17,836,580 | - | 17,836,580 | 127,477 | 17,905,990 | - | 41,121 | - | - | 18,074,588 | (238,008) |
| Risk Management | 7,245,455 | 70,000 | 7,315,455 | 1,305,039 | 5,752,141 | - | 258,275 | - | - | 7,315,455 | - |
| **Total Internal Service Funds** | **28,112,194** | **70,000** | **28,182,194** | **2,872,012** | **25,159,603** | **-** | **388,587** | **-** | **-** | **28,420,202** | **(238,008)** |
| **Total Proprietary Funds** | **81,999,517** | **9,960,238** | **91,964,755** | **21,270,532** | **37,915,706** | **1,316,500** | **7,486,334** | **10,695,496** | **10,550,238** | **89,234,806** | **2,729,949** |
| **Debt Service Funds** | | | | | | | | | | | |
| General Debt Service | 11,386,451 | 10,200,000 | 21,586,451 | - | - | - | - | 18,295,456 | - | 18,295,456 | 3,290,995 |
| Tax Increment Debt Service | 7,353,199 | - | 7,353,199 | - | 4,812,645 | - | - | 2,811,224 | 275,000 | 7,898,869 | (545,670) |
| **Total Debt Service Funds** | **18,739,650** | **10,200,000** | **28,939,650** | **-** | **4,812,645** | **-** | **-** | **21,106,680** | **275,000** | **26,194,325** | **2,745,325** |
| **Total Capital Project Funds** | **41,904,381** | **7,671,500** | **49,575,881** | **-** | **-** | **47,621,731** | **-** | **-** | **1,954,150** | **49,575,881** | **-** |
| **TOTAL FY 2024 BUDGET** | **272,873,059** | **32,716,956** | **305,595,015** | **100,820,653** | **66,411,046** | **50,287,223** | **19,679,446** | **31,802,176** | **32,716,956** | **301,717,500** | **3,877,515** |

# City of Davenport

## FY 2024 Budget - Changes in Fund Balance by Fund

| Fund | Beginning Fund Balance 6/30/2022 | FY 2023 Revenues | FY 2023 Expenditures | Beginning Fund Balance 6/30/2023 | FY 2024 Revenues | FY 2024 Expenditures | Budgeted Excess/ (Deficiency) | Est. Ending Fund Balance 6/30/2023 |
|---|---|---|---|---|---|---|---|---|
| **General Funds** | | | | | | | | |
| General Fund | 23,420,724 | 55,490,037 | 55,592,215 | 23,318,546 | 57,755,920 | 58,113,120 | (357,200) | 22,961,346 |
| Special Public Safety | 3,053,675 | 215,624 | 293,593 | 2,975,706 | - | 200,000 | (200,000) | 2,775,706 |
| Parks Special Needs | - | - | - | - | - | - | - | - |
| Special Library Levy | 1,626,318 | 1,446,188 | 1,439,543 | 1,632,963 | 1,475,451 | 1,719,882 | (244,431) | 1,388,532 |
| Hotel/Motel Tax Fund | 2,942,949 | 2,700,000 | 2,981,823 | 2,661,126 | 2,950,000 | 3,151,156 | (201,156) | 2,459,970 |
| Disaster Fund | 1,314,537 | - | - | 1,314,537 | - | - | - | 1,314,537 |
| Trust and Agency | 4,527,244 | 24,626,976 | 24,252,409 | 4,901,811 | 24,839,129 | 24,919,796 | (80,667) | 4,821,144 |
| Emergency Tax Levy | - | 1,342,796 | 1,337,672 | 5,124 | 1,332,201 | 1,332,201 | - | 5,124 |
| **Total General Funds** | **36,885,447** | **85,821,621** | **85,897,255** | **36,809,813** | **88,352,701** | **89,436,155** | **(1,083,454)** | **35,726,359** |
| **Special Revenue Funds** | | | | | | | | |
| Self-Supporting Improvement Districts | 967,569 | 1,373,558 | 1,373,558 | 967,569 | 1,327,453 | 1,327,453 | - | 967,569 |
| Fair Housing Fund | (26,394) | 100,000 | 147,896 | (74,290) | 100,000 | 136,114 | (36,114) | (110,404) |
| HUD Section 8 | 343,406 | 4,550,000 | 4,366,368 | 527,038 | 4,285,000 | 4,286,791 | (1,791) | 525,247 |
| Community Development Block Grant | 353,568 | 4,183,607 | 4,004,282 | 532,893 | 4,423,584 | 4,408,247 | 15,337 | 548,230 |
| Community Development Loan Pool/Sp. Revenue | 187,075 | 2,222,822 | 2,722,822 | (312,925) | 3,395,222 | 3,619,243 | (224,021) | (536,946) |
| ARPA Fund | 143,901 | 473,713 | 473,713 | 143,901 | 356,209 | 356,209 | - | 143,901 |
| Justice Crime Analytics Grant | - | 233,000 | 233,000 | - | 247,341 | 247,341 | - | - |
| Road Use Tax | 4,272,305 | 14,493,624 | 14,579,600 | 4,186,329 | 14,765,000 | 14,919,107 | (154,107) | 4,032,222 |
| Riverfront Improvement Commission | 326,576 | 400,000 | 376,628 | 349,948 | 405,000 | 381,902 | 23,098 | 373,046 |
| Youth Sports | 29,460 | 215,793 | 215,793 | 29,460 | 199,719 | 199,719 | - | 29,460 |
| Local Option Sales Tax | 15,409,809 | 17,256,377 | 17,676,471 | 14,989,715 | 17,257,500 | 17,394,207 | (136,707) | 14,853,008 |
| **Total Special Revenue Funds** | **22,007,275** | **45,502,494** | **46,170,131** | **21,339,638** | **46,762,028** | **47,276,333** | **(514,305)** | **20,825,333** |
| **Proprietary Funds** | | | | | | | | |
| Sewer Maintenance | 16,953,244 | 24,248,250 | 22,697,876 | 18,503,618 | 25,481,013 | 22,626,158 | 2,854,855 | 21,358,473 |
| Water Pollution Control Plant | - | 11,583,193 | 11,153,749 | 429,444 | 12,277,668 | 11,958,120 | 319,548 | 748,992 |
| Solid Waste Collection | 2,436,292 | 6,950,625 | 6,769,369 | 2,617,548 | 7,164,544 | 6,983,812 | 180,732 | 2,798,280 |
| Clean Water Utility | 2,543,628 | 3,281,600 | 3,038,019 | 2,787,209 | 3,390,008 | 3,185,913 | 204,095 | 2,991,304 |
| Parking | 77,387 | 1,354,500 | 1,248,912 | 182,975 | 1,100,400 | 1,131,227 | (30,827) | 152,148 |
| Transit | 3,252,625 | 6,824,260 | 7,010,496 | 3,066,389 | 7,090,613 | 7,162,324 | (71,711) | 2,994,678 |
| Airport | 8,131 | 327,110 | 359,640 | (24,399) | 306,510 | 379,664 | (73,154) | (97,553) |
| Transload | 396,786 | - | 3,500 | 393,286 | 5,000 | 3,500 | 1,500 | 394,786 |
| Heritage Housing | 4,823,938 | - | - | 4,823,938 | - | - | - | 4,823,938 |
| RiverCenter Operating | 1,353,161 | 4,325,555 | 4,320,795 | 1,357,921 | 4,302,905 | 4,322,980 | (20,075) | 1,337,846 |
| Golf Course Operating | 68,636 | 1,899,400 | 2,010,606 | (42,570) | 1,976,400 | 2,069,937 | (93,537) | (136,107) |
| River's Edge Sports Center | 7,146 | 702,800 | 949,038 | (239,092) | 687,500 | 990,969 | (303,469) | (542,561) |
| **Total Enterprise Funds** | **31,920,974** | **61,497,293** | **59,562,000** | **33,856,267** | **63,782,561** | **60,814,604** | **2,967,957** | **36,824,224** |
| Information Management Systems | - | 2,977,067 | 2,977,067 | - | 3,030,159 | 3,030,159 | - | - |
| Employee Insurance | 14,075,486 | 17,431,948 | 18,205,143 | 13,302,291 | 17,836,580 | 18,074,588 | (238,008) | 13,064,283 |
| Risk Management | 10,584,899 | 6,788,179 | 6,788,179 | 10,584,899 | 7,315,455 | 7,315,455 | - | 10,584,899 |
| **Total Internal Service Funds** | **24,660,385** | **27,197,194** | **27,970,389** | **23,887,190** | **28,182,194** | **28,420,202** | **(238,008)** | **23,649,182** |
| **Total Proprietary Funds** | **56,581,359** | **88,694,487** | **87,532,389** | **57,743,457** | **91,964,755** | **89,234,806** | **2,729,949** | **60,473,406** |
| **Debt Service Funds** | | | | | | | | |
| General Debt Service | 21,280,742 | 21,665,226 | 21,808,773 | 21,137,195 | 21,586,451 | 18,295,456 | 3,290,995 | 24,428,190 |
| Tax Increment Debt Service | 7,678,919 | 7,297,866 | 7,315,454 | 7,661,331 | 7,353,199 | 7,898,869 | (545,670) | 7,115,661 |
| **Total Debt Service Funds** | **28,959,661** | **28,963,092** | **29,124,227** | **28,798,526** | **28,939,650** | **26,194,325** | **2,745,325** | **31,543,851** |
| **Total Capital Project Funds** | **19,180,681** | **45,592,594** | **45,592,594** | **19,180,681** | **49,575,881** | **49,575,881** | **-** | **19,180,681** |
| **TOTALS** | **163,614,423** | **294,574,288** | **294,316,596** | **163,872,115** | **305,595,015** | **301,717,500** | **3,877,515** | **167,749,630** |

# City of Davenport, Iowa
## Staffing Summary Report

| | FY 2022 | | | | FY 2023 | | | | FY 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Full Time | Part Time | Seasonal | Total | Full Time | Part Time | Seasonal | Total | Full Time | Part Time | Seasonal | Total |
| **Mayor's Office** | **1.00** | **1.00** | **-** | **2.00** | **1.75** | **-** | **-** | **1.75** | **1.75** | **-** | **-** | **1.75** |
| **City Council** | **0.25** | **10.00** | **-** | **10.25** | **0.50** | **10.00** | **-** | **10.50** | **0.50** | **10.00** | **-** | **10.50** |
| **Finance** | | | | | | | | | | | | |
| Administration | 3.50 | - | - | 3.50 | 5.00 | - | - | 5.00 | 4.00 | - | - | 4.00 |
| Revenue | 7.00 | 1.00 | - | 8.00 | 7.00 | 1.00 | - | 8.00 | 7.00 | 1.00 | - | 8.00 |
| Accounting | 7.00 | - | - | 7.00 | 8.00 | - | - | 8.00 | 9.00 | - | - | 9.00 |
| Purchasing | 2.00 | - | - | 2.00 | 1.50 | - | - | 1.50 | 1.50 | - | - | 1.50 |
| Risk Management | 4.00 | - | - | 4.00 | 4.00 | - | - | 4.00 | - | - | - | - |
| **Total Finance** | **23.50** | **1.00** | **-** | **24.50** | **25.50** | **1.00** | **-** | **26.50** | **21.50** | **1.00** | **-** | **22.50** |
| **City Administration** | | | | | | | | | | | | |
| Administration | 5.25 | 0.60 | - | 5.85 | 6.25 | 0.60 | - | 6.85 | 7.25 | 0.70 | - | 7.95 |
| **Total City Administration** | **5.25** | **0.60** | **-** | **5.85** | **6.25** | **0.60** | **-** | **6.85** | **7.25** | **0.70** | **-** | **7.95** |
| **Information Technology** | **9.30** | **0.75** | **-** | **10.05** | **10.30** | **-** | **-** | **10.30** | **10.30** | **-** | **-** | **10.30** |
| **Legal** | **3.70** | **0.25** | **-** | **3.95** | **3.70** | **0.25** | **-** | **3.95** | **4.70** | **0.25** | **-** | **4.95** |
| **Human Resources** | | | | | | | | | | | | |
| Human Resources | 6.00 | 1.13 | - | 7.13 | 6.00 | 1.13 | - | 7.13 | 6.00 | 1.13 | - | 7.13 |
| Risk Management | - | - | - | - | - | - | - | - | 4.00 | - | - | 4.00 |
| **Total Human Resources** | **6.00** | **1.13** | **-** | **7.13** | **6.00** | **1.13** | **-** | **7.13** | **10.00** | **1.13** | **-** | **11.13** |
| **CPED** | | | | | | | | | | | | |
| Administration | 4.35 | - | - | 4.35 | 3.50 | - | - | 3.50 | 4.55 | - | - | 4.55 |
| Planning | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 | - | - | - | - |
| Project Management | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 |
| Assisted Housing | 4.65 | - | - | 4.65 | 3.70 | - | - | 3.70 | 4.45 | - | - | 4.45 |
| Housing Rehabilitation | 4.80 | - | - | 4.80 | 4.80 | - | - | 4.80 | 5.00 | - | - | 5.00 |
| Economic Development | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 |
| **Total CPED** | **17.80** | **-** | **-** | **17.80** | **16.00** | **-** | **-** | **16.00** | **17.00** | **-** | **-** | **17.00** |
| **Civil Rights** | **4.00** | **0.44** | **-** | **4.44** | **4.00** | **0.44** | **-** | **4.44** | **4.00** | **0.44** | **-** | **4.44** |
| **Neighborhood Services** | | | | | | | | | | | | |
| Administration | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 |
| Inspections | 9.25 | - | - | 9.25 | 9.25 | - | - | 9.25 | 9.25 | - | - | 9.25 |
| Parking | 0.75 | 4.50 | - | 5.25 | 0.75 | 4.50 | - | 5.25 | 0.75 | 4.50 | - | 5.25 |
| Code Enforcement | 9.00 | - | - | 9.00 | 9.00 | - | - | 9.00 | 9.00 | - | - | 9.00 |
| Planning and Development | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 |
| **Total NSD** | **24.00** | **4.50** | **-** | **28.50** | **24.00** | **4.50** | **-** | **28.50** | **24.00** | **4.50** | **-** | **28.50** |
| **Public Works** | | | | | | | | | | | | |
| Administration | 5.00 | 0.65 | - | 5.65 | 8.00 | 1.30 | - | 9.30 | 9.00 | 1.30 | - | 10.30 |
| Facilities | 12.75 | 4.15 | - | 16.90 | 12.30 | 4.15 | - | 16.45 | 14.20 | 4.15 | - | 18.35 |
| Engineering | 12.00 | 0.25 | - | 12.25 | 10.00 | 0.25 | - | 10.25 | 10.00 | 0.25 | - | 10.25 |
| Water Pollution Control Plan | 32.00 | - | - | 32.00 | 32.00 | - | - | 32.00 | 32.00 | - | - | 32.00 |
| Compost | 11.20 | 2.00 | - | 13.20 | 12.20 | 1.50 | - | 13.70 | 12.20 | 1.50 | - | 13.70 |
| Clean Water | 6.00 | 0.59 | - | 6.59 | 6.00 | 0.59 | - | 6.59 | 6.00 | 0.59 | - | 6.59 |
| Streets | 53.03 | 0.75 | - | 53.78 | 53.03 | 0.75 | - | 53.78 | 52.53 | 0.75 | - | 53.28 |
| Forestry | 7.00 | - | 0.46 | 7.46 | 7.00 | - | 0.46 | 7.46 | 7.00 | - | 0.46 | 7.46 |
| Solid Waste | 31.30 | - | - | 31.30 | 31.30 | - | - | 31.30 | 32.40 | - | - | 32.40 |
| Sanitary Sewer Maintenance | 12.84 | 0.38 | - | 13.22 | 12.84 | 0.38 | - | 13.22 | 12.34 | 0.38 | - | 12.72 |
| Storm Sewer Maintenance | 10.33 | 0.38 | - | 10.71 | 10.33 | 0.38 | - | 10.71 | 10.33 | 0.38 | - | 10.71 |
| Fleet Management | 35.00 | 3.75 | - | 38.75 | 35.00 | 3.75 | - | 38.75 | 35.00 | 3.75 | - | 38.75 |
| Citibus | 25.00 | 12.75 | - | 37.75 | 26.00 | 12.75 | - | 38.75 | 26.00 | 12.75 | - | 38.75 |

# City of Davenport, Iowa
## Staffing Summary Report

| | FY 2022 | | | | FY 2023 | | | | FY 2024 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Full Time | Part Time | Seasonal | Total | Full Time | Part Time | Seasonal | Total | Full Time | Part Time | Seasonal | Total |
| Traffic Engineering | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 |
| Signals and Street Lights | 4.00 | - | - | 4.00 | 4.00 | - | - | 4.00 | 4.00 | - | - | 4.00 |
| Airport | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 |
| Operations & Customer Service | 3.00 | - | - | 3.00 | - | - | - | - | - | - | - | - |
| Capital Design and Implementation | 19.00 | 1.50 | - | 20.50 | 19.00 | 1.00 | - | 20.00 | 20.00 | 1.00 | - | 21.00 |
| **Total Public Works** | **281.45** | **27.15** | **0.46** | **309.06** | **281.00** | **26.80** | **0.46** | **308.26** | **285.00** | **26.80** | **0.46** | **312.26** |
| **Police** | | | | | | | | | | | | |
| Administration | 6.00 | - | - | 6.00 | 6.00 | - | - | 6.00 | 6.00 | - | - | 6.00 |
| Patrol | 112.00 | - | - | 112.00 | 112.00 | - | - | 112.00 | 115.00 | - | - | 115.00 |
| Investigations | 39.00 | - | - | 39.00 | 39.00 | - | - | 39.00 | 37.00 | - | - | 37.00 |
| Services | 34.00 | - | - | 34.00 | 34.00 | - | - | 34.00 | 36.00 | - | - | 36.00 |
| Crime Analytics | 2.00 | - | - | 2.00 | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 |
| **Total Police** | **193.00** | **-** | **-** | **193.00** | **192.00** | **-** | **-** | **192.00** | **195.00** | **-** | **-** | **195.00** |
| **Fire** | | | | | | | | | | | | |
| Administration | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 |
| Prevention | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 | 3.00 | - | - | 3.00 |
| Hazmat | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 | 1.00 | - | - | 1.00 |
| Suppression | 128.00 | - | - | 128.00 | 128.00 | - | - | 128.00 | 128.00 | - | - | 128.00 |
| Training | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 | 2.00 | - | - | 2.00 |
| **Total Fire** | **137.00** | **-** | **-** | **137.00** | **137.00** | **-** | **-** | **137.00** | **137.00** | **-** | **-** | **137.00** |
| **Parks & Recreation** | | | | | | | | | | | | |
| Administration | 3.00 | 4.27 | 1.00 | 8.27 | 3.00 | 4.27 | 1.00 | 8.27 | 3.00 | 4.27 | - | 7.27 |
| Golf | 5.00 | 13.61 | 1.66 | 20.27 | 5.50 | 13.23 | 1.66 | 20.39 | 5.50 | 13.23 | 1.66 | 20.39 |
| Parks Operations | 7.00 | 23.87 | - | 30.87 | 8.00 | 23.87 | - | 31.87 | 9.00 | 22.41 | - | 31.41 |
| Recreation Programs | 5.00 | 18.01 | 16.07 | 39.08 | 5.00 | 18.01 | 16.07 | 39.08 | 6.00 | 18.01 | 16.07 | 40.08 |
| Self Sustaining Programs | - | 25.20 | - | 25.20 | - | 25.20 | - | 25.20 | - | 25.20 | - | 25.20 |
| River's Edge | 1.00 | 9.49 | - | 10.49 | 1.50 | 9.24 | - | 10.74 | 1.50 | 9.24 | - | 10.74 |
| **Total Parks & Recreation** | **21.00** | **94.45** | **18.73** | **134.18** | **23.00** | **93.82** | **18.73** | **135.55** | **25.00** | **92.36** | **17.73** | **135.09** |
| **Library** | | | | | | | | | | | | |
| Administration | 4.00 | 1.13 | - | 5.13 | 6.00 | 1.13 | - | 7.13 | 6.00 | 1.13 | - | 7.13 |
| Library Services | 37.00 | 13.83 | - | 50.83 | 38.00 | 13.83 | - | 51.83 | 38.00 | 12.33 | - | 50.33 |
| **Total Library** | **41.00** | **14.96** | **-** | **55.96** | **44.00** | **14.96** | **-** | **58.96** | **44.00** | **13.46** | **-** | **57.46** |
| **Grand Total** | **768.25** | **156.23** | **19.19** | **943.67** | **775.00** | **153.50** | **19.19** | **947.69** | **787.00** | **150.64** | **18.19** | **955.83** |

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution setting April 12, 2023, as date for sale of General Obligation Corporate Bonds, Series 2023 and approving preliminary official statement. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
This Resolution is required in the City's legal obligations to issue debt. Below is a summary of the two components included in this Resolution.

1. Setting April 12, 2023 as the date of sale for the General Obligation Corporate Bonds, Series 2023. On June 15, 2022, a Public Hearing was held on the issuance of not-to-exceed $45M General Obligation Corporate Bonds.

2. Approving the Preliminary Official Statement: To satisfy Securities and Exchange Commission (SEC) Rule 15(c)(2)-12, the City's bond counsel, Dorsey & Whitney, LLP has recommended this Resolution be adopted prior to the sale and issuance of these bonds. This action approves the use of the Preliminary Official Statement by the City's municipal advisor, PFM, in offering the bonds for sale.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Exhibit | Preliminary Official Statement (POS) |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Merritt, Mallory | Approved | 3/7/2023 - 10:46 AM |
| Finance Committee | Merritt, Mallory | Approved | 3/7/2023 - 10:46 AM |
| City Clerk | Admin, Default | Approved | 3/9/2023 - 5:26 PM |

SET DATE FOR SALE OF GENERAL OBLIGATION CORPORATE BONDS, SERIES 2023

629872-92

Davenport, Iowa

March 22, 2023

The City Council of the City of Davenport, Iowa, met on March 22, 2023, at 5:30 p.m. at the Council Chambers, City Hall, Davenport, Iowa. The Mayor presided and the roll was called showing the following Aldermen present and absent:

Present: _____

_____

Absent: _____.

It was reported that it was necessary for the Council to set a date for the sale of the City's General Obligation Corporate Bonds, Series 2023.

Alderman _____ introduced the resolution hereinafter next set out and moved its adoption, seconded by Alderman _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Aldermen voted:

Ayes: _____

Nays: _____.

The resolution, as hereinafter set out, was signed by the Mayor as evidence of approval, was attested by the Deputy City Clerk and was declared to be effective.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

_____
Mayor

Attest:

_____
Deputy City Clerk

RESOLUTION NO. _____

Resolution setting April 12, 2023, as date for sale of General Obligation Corporate Bonds, Series 2023 and approving preliminary official statement

WHEREAS, the City of Davenport (the "City"), in Scott County, Iowa, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, and pursuant to notice duly published and a hearing held thereon on June 15, 2022, has proposed that it is in the best interest of the City that not to exceed $45,000,000 General Obligation Bonds be authorized by the City to provide funds to pay costs in connection with making improvements to sanitary sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements; municipal housing projects; and current refunding (the "Refunding") the City's outstanding $17,715,000 General Obligation Corporate Bonds, Series 2015, dated May 10, 2015; and

WHEREAS, it is deemed advisable and in the best interest of the City that General Obligation Corporate Bonds, Series 2023 (the "Series 2023 Bonds") be offered for public sale at this time in order to fund the purposes set forth above except for the Refunding, and it is necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of the Series 2023 Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa; and

WHEREAS, a preliminary official statement (the "Preliminary Official Statement") has been prepared in connection with the sale of the Series 2023 Bonds, and it is necessary to make provision for the approval of the Preliminary Official Statement and to authorize its use by PFM Financial Advisors LLC (the "Financial Advisor"), as municipal financial advisor to the City;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The Series 2023 Bonds shall be offered and advertised for sale and shall be in the principal amount, be dated, bear interest and mature as set forth in the Notice of Sale hereinafter set out.

Section 2. Sealed bids for the Series 2023 Bonds shall be received until 10:00 a.m., Central Time, on April 12, 2023, at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa, and the City Council shall meet to consider the bids received and take action thereon at 5:30 p.m. on April 12, 2023, at the Council Chambers, City Hall, Davenport, Iowa.

Section 3. The Deputy City Clerk is hereby authorized and directed to publish notice of the sale of the Series 2023 Bonds, as provided by Chapter 75 of the Code of Iowa, not less than

four (4) and not more than twenty (20) days prior to the date set for the sale, in substantially the following form:

NOTICE OF SALE
City of Davenport, Iowa
$35,155,000* General Obligation Corporate Bonds,
Series 2023

Bids will be received on behalf of the City of Davenport, Iowa, until 10:00 a.m., Central Time, on April 12, 2023, for the purchase of $35,155,000* General Obligation Corporate Bonds, Series 2023 (the "Series 2023 Bonds").

Either of the methods set forth below may be used, but no open bids will be accepted:

Sealed Bidding: Sealed bids will be received at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa.

Electronic Internet Bidding: Electronic Internet bids will be received through PARITY.

After the deadline for receipt of bids has passed, sealed bids will be opened and announced, and electronic internet bids will be accessed and announced. All bids will be presented to the City Council for consideration at its meeting to be held at 5:30 p.m. on April 12, 2023, at the Council Chambers, City Hall, Davenport, Iowa, at which time the Series 2023 Bonds will be sold to the best bidder for cash.

The Series 2023 Bonds will be issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof, will be dated May 10, 2023, will bear interest payable semiannually on each June 1 and December 1 to maturity, commencing December 1, 2023, and will mature on June 1 in the following years and amounts:

| Year | Principal Amount | Year | Principal Amount |
|---|---|---|---|
| 2024 | $9,955,000 | 2032 | $1,665,000 |
| 2025 | $1,640,000 | 2033 | $1,750,000 |
| 2026 | $1,710,000 | 2034 | $1,835,000 |
| 2027 | $1,790,000 | 2035 | $1,935,000 |
| 2028 | $1,875,000 | 2036 | $2,040,000 |
| 2029 | $1,440,000 | 2037 | $2,155,000 |
| 2030 | $1,510,000 | 2038 | $2,275,000 |
| 2031 | $1,580,000 | | |

*The City reserves the right to increase or decrease the aggregate principal amount of the Series 2023 Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder.

The right is reserved to the City to call and redeem all of the Series 2023 Bonds maturing in the years 2032 to 2038, inclusive, in whole or from time to time in part, in one or more units of $5,000, on June 1, 2031, or on any date thereafter prior to and in any order of maturity (and within a maturity by lot), upon terms of par and accrued interest.

Bidders must specify a price of not less than $34,803,450, plus accrued interest. The legal opinion of Dorsey & Whitney LLP, Attorneys, Des Moines, Iowa, will be furnished by the City.

A good faith deposit of $351,550 is required from the successful bidder and may be forfeited to the City in the event the successful bidder fails or refuses to take and pay for the Series 2023 Bonds.

The City reserves the right to reject any or all bids and to waive irregularities in any bid.

The Series 2023 Bonds are being issued pursuant to the provisions of Division III of Chapter 384 of the Code of Iowa and the Charter of the City and will constitute general obligations of the City, payable from taxes levied upon all the taxable property in the City without limitation as to rate or amount.

Bidders should be aware that the official terms of offering to be published in the Official Statement for the Series 2023 Bonds contain additional bidding terms and information relative to the Series 2023 Bonds, including, without limitation, requirements regarding the establishment of issue price for the Series 2023 Bonds. Bidders should prepare their bids on the assumption that the Series 2023 Bonds will be subject to the "hold-the-offering-price" rule, if the requirements for a competitive sale have not been met. Any bid submitted pursuant to this Notice of Sale will be considered a firm offer for the purchase of the Series 2023 Bonds, and bids submitted will not be subject to cancellation or withdrawal. In the event of a variance between statements in this Notice of Sale (except with respect to the time and place of the sale of the Series 2023 Bonds and the principal amount offered for sale) and said official terms of offering, the provisions of the latter shall control.

By order of the City Council of Davenport, Iowa.

Brian Krup
Deputy City Clerk

Section 4. The use by the Financial Advisor of the Preliminary Official Statement related to the Series 2023 Bonds, in substantially the form as has been presented to and considered by the City Council, is hereby approved, and the Financial Advisor is hereby authorized to prepare and use the final Official Statement for the Series 2023 Bonds, substantially in the form of the Preliminary Official Statement, but with such changes as are required to conform the same to the terms of the Series 2023 Bonds and the ordinance that will be adopted to authorize the issuance of the Series 2023 Bonds, and the appropriate City officials are hereby authorized to execute the final Official Statement for the Series 2023 Bonds, if requested. The Preliminary Official Statement is deemed final by the City, as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Series 2023 Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 22, 2023.

_____
Mayor

Attest:

_____
Deputy City Clerk

## ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to setting a date for the sale of General Obligation Corporate Bonds, Series 2023, and approving a preliminary official statement for the sale of the Series 2023 Bonds, as referred to herein.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Deputy City Clerk

## PUBLICATION CERTIFICATE

**(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the notice was published on the date indicated in the affidavit but please return all other completed pages to us as soon as they are available.)**

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy City Clerk of the City of Davenport, Iowa, do hereby certify that pursuant to the resolution of its Council setting the date for the sale of General Obligation Corporate Bonds, Series 2023, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2023.

_____
Deputy City Clerk

**(Attach here publisher's original affidavit with clipping of the notice, as published)**

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Bonds may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.

**NEW ISSUE: FULL BOOK ENTRY**

**S&P GLOBAL RATINGS 'AA'**
**MOODY'S INVESTORS SERVICE 'Aa3'**

(Electronic and Sealed Bids accepted)

*In the opinion of Dorsey & Whitney LLP, Bond Counsel, according to present laws, rulings and decisions and assuming the accuracy of certain representations and compliance with certain covenants, the interest on the Bonds (i) is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and (ii) is not an item of tax preference for purposes of the federal alternative minimum tax imposed on noncorporate taxpayers by Section 55 of the Code. Interest on the Bonds may, however, be taken into account in determining adjusted financial statement income for purposes of the federal alternative minimum tax imposed on applicable corporations (as defined in Section 59(k) of the Code) for tax years beginning after December 31, 2022. In the opinion of Bond Counsel, the Bonds will NOT be "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Interest on the Bonds is not exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Iowa Code chapter 422, as amended, and will be included in "adjusted current earnings" to be used in computing the "state alternative minimum taxable income" of corporations for purposes of Iowa Code section 422.33, as amended. Interest on the Bonds is subject to the taxes imposed by Division V (Taxation of Financial Institutions) of Iowa Code chapter 422, as amended. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.*

# CITY OF DAVENPORT, IOWA

## $ 35,155,000* General Obligation Corporate Bonds, Series 2023

**Bonds Dated:** Date of Delivery (May 10, 2023) **Principal Due:** June 1 as shown inside front cover

The $ 35,155,000* General Obligation Corporate Bonds, Series 2023 (the "Bonds") are issued by the City of Davenport, Iowa (the "City" or "Issuer") pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa. Proceeds of the Bonds are being issued to pay the costs in connection with making improvements to sanitary sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements and municipal housing projects. The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

The Bonds will be issued as fully registered bonds without coupons and, when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book-entry form only, in the principal amount of $ 5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. The City's CFO/Assistant City Administrator, as designated paying agent/registrar (the "Registrar"), will pay principal of the Bonds, payable annually on each June 1 beginning June 1, 2024. Interest on the Bonds, payable initially on December 1, 2023, and thereafter on each June 1 and December 1, to DTC, which will in turn remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. Interest and principal shall be paid to the registered holder of a bond as shown on the records of ownership maintained by the Registrar at the close of business on the 15th day of the month next preceding the interest payment date (the "Record Date").

**THE BONDS WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**

| | |
|---|---|
| **MINIMUM BID:** | $ 34,803,450 |
| **GOOD FAITH DEPOSIT:** | $ 351,550 or 1% of Par Required of Purchaser Only |
| **TAX MATTERS:** | Federal: Tax-Exempt<br>State: Taxable<br>See "*TAX EXEMPTION AND RELATED TAX MATTERS*" for more information. |
| **BANK QUALIFICATION:** | The Bonds will NOT be designated as "qualified tax-exempt obligations". |
| **LEGAL OPINION:** | Dorsey & Whitney LLP, Des Moines, Iowa |
| **REGISTRAR:** | CFO/Assistant City Administrator |
| **BIDS RECEIVED UNTIL:** | 10:00 A.M. Central Time on Wednesday, April 12, 2023<br>Office of the CFO/Assistant City Administrator,<br>City Hall, Davenport, Iowa |
| **BIDS CONSIDERED:** | 5:30 P.M. Central Time on Wednesday, April 12, 2023<br>City Council Chambers, City Hall, Davenport, Iowa |
| **DELIVERY:** | Delivery is anticipated to occur on May 10, 2023 |

The date of this Preliminary Official Statement is March 22, 2023.

*Preliminary; subject to change.

*(THIS PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE PRELIMINARY OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.)*

# CITY OF DAVENPORT, IOWA

## $ 35,155,000* General Obligation Corporate Bonds, Series 2023

**MATURITY:** June 1 as follows:

| Year | Amount* | Interest Rate [1] | Yield [1] | CUSIP Base 238388 [1] | Year | Amount* | Interest Rate [1] | Yield [1] | CUSIP Base 238388 [1] |
|---|---|---|---|---|---|---|---|---|---|
| 2024 | $ 9,955,000 | _.__% | _.__% | ____ | 2032 | $ 1,665,000 | _.__% | _.__% | ____ |
| 2025 | 1,640,000 | _.__% | _.__% | ____ | 2033 | 1,750,000 | _.__% | _.__% | ____ |
| 2026 | 1,710,000 | _.__% | _.__% | ____ | 2034 | 1,835,000 | _.__% | _.__% | ____ |
| 2027 | 1,790,000 | _.__% | _.__% | ____ | 2035 | 1,935,000 | _.__% | _.__% | ____ |
| 2028 | 1,875,000 | _.__% | _.__% | ____ | 2036 | 2,040,000 | _.__% | _.__% | ____ |
| 2029 | 1,440,000 | _.__% | _.__% | ____ | 2037 | 2,155,000 | _.__% | _.__% | ____ |
| 2030 | 1,510,000 | _.__% | _.__% | ____ | 2038 | 2,275,000 | _.__% | _.__% | ____ |
| 2031 | 1,580,000 | _.__% | _.__% | ____ | | | | | |

*** PRINCIPAL ADJUSTMENT:** The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $ 40,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Bonds will be payable on December 1, 2023 and semiannually thereafter.

**OPTIONAL REDEMPTION**: Bonds due after June 1, 2031 will be subject to call for prior redemption on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

[1] Interest rates, yields, and CUSIP numbers will be set forth in the final Official Statement described herein.

No dealer, broker, salesman or other person has been authorized by the City, PFM Financial Advisors LLC (the "Municipal Advisor") or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriters. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources, which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinions herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement nor any sale made thereafter shall, under any circumstances, create any implication that there has been no change in the affairs of the City or in any other information contained herein, since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

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APPENDIX E – Terms of Offering
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Official Bid Form

# INTRODUCTION TO THE OFFICIAL STATEMENT

## The Bonds

*The following information is furnished solely to provide limited introductory information regarding the issuance of $ 35,155,000* General Obligation Corporate Bonds, Series 2023 (the "Bonds") by the City of Davenport, Iowa (the "City") and does not purport to be comprehensive. All such information is qualified in its entirety by reference to the more detailed descriptions appearing in this Preliminary Official Statement, including the appendices hereto.*

| | |
|---|---|
| **Issuer:** | The City of Davenport, Iowa. The City is located on the Iowa bank of the Mississippi River approximately midway between the cities of Des Moines, Iowa and Chicago, Illinois. |
| **Purpose:** | The Bonds are being issued to pay the costs in connection with making improvements to sanitary sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements and municipal housing projects. |
| **Security:** | The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. |
| **Optional Redemption:** | The Bonds due after June 1, 2031 will be subject to call for prior redemption on said date or on any date thereafter upon terms of par plus accrued interest to the date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books. |
| **Principal Payments:** | Principal is payable on June 1 in the years 2024 through 2038. |
| **Interest Payments:** | Interest on the Bonds is payable on June 1 and December 1 of each year commencing December 1, 2023. |
| **Bank Qualification:** | The Bonds will NOT be designated as "qualified tax-exempt obligations". |
| **Tax Status:** | See *"TAX EXEMPTION AND RELATED TAX MATTERS"* herein. |
| **Professional Consultants:** | *Municipal Advisor:* PFM Financial Advisors LLC<br>Des Moines, Iowa<br>*Bond Counsel:* Dorsey & Whitney LLP<br>Des Moines, Iowa |
| **Book-Entry-Only:** | The Bonds will be issued as book-entry-only securities through The Depository Trust Company. |
| **Authority for Issuance:** | The Bonds are issued pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa. |
| **Denominations:** | $ 5,000 or multiples thereof. |
| **Registration & Exchange:** | Upon presentation to the Registrar, the Bonds will be exchanged for one or more Bonds in multiples of $ 5,000. |
| **Record Date:** | The close of business on the 15th day of the month next preceding the interest payment date. |

* Preliminary; subject to change.

**Conditions Affecting Issuance of the Bonds:** The Bonds are offered when, as and if issued, subject to the approving legal opinion of Dorsey & Whitney LLP.

**Limitations on Offering or Reoffering Securities:** No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

**Legal Matters:** Legal matters incident to the authorization and issuance of the Bonds are subject to the opinion of Dorsey & Whitney LLP, Bond Counsel, Des Moines, Iowa, as to validity and tax status. The opinion will be substantially in the form set forth in APPENDIX B attached hereto. The opinion will accompany the Bonds. Bond Counsel has not participated in the preparation of this Preliminary Official Statement except for information under the headings "TAX EXEMPTION AND RELATED TAX MATTERS" and "LEGAL MATTERS" and the "Authorization and Purpose" section under the heading "DESCRIPTION OF THE BONDS". Bond Counsel has prepared the documents contained in APPENDIX B, APPENDIX C and APPENDIX D.

**No Litigation:** There is no litigation now pending or, to the knowledge of City officials, threatened which questions the validity of the Bonds or of any proceedings of the City taken with respect to the issuance or sale thereof.

Questions regarding the Bonds or the Preliminary Official Statement can be directed to and additional copies of the Preliminary Official Statement and the City's Annual Comprehensive Financial Report may be obtained from PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (phone: 515-724-5724), the City's Municipal Advisor, or from Ms. Mallory Merritt, CFO/Assistant City Administrator, City Hall, 226 West Fourth Street, Davenport, Iowa 52801 (phone: 563-326-7792).

# DESCRIPTION OF THE BONDS

## *Authorization and Purpose*

The Bonds are issued pursuant to the authority of the Davenport City Charter and Division III of Chapter 384 of the Code of Iowa. The Bonds will be issued pursuant to the ordinance to be adopted by the City Council on April 12, 2023.

The Bonds are being issued to pay the costs in connection with making improvements to sanitary sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities, and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety department, solid waste collection, and the municipal library; repair and maintenance of bridges; information technology improvements and municipal housing projects.

## *Sources and Uses of Funds*

Table 1 below presents the estimated sources and uses of funds for the Bonds.

**Table 1**
**Estimated Sources and Uses of Funds for the Bonds***

| | |
|---|---|
| **Sources:** | |
| Par Amount of Bonds | $ 35,155,000 |
| **Uses:** | |
| Deposit to Project Fund | $ 34,639,600 |
| Underwriter's Discount | 163,850 |
| Estimated Cost of Issuance and Contingency | 351,550 |
| Total Uses of Funds | $ 35,155,000 |

*Preliminary; subject to change.

## *Interest Computation*

Interest on the Bonds will be payable semi-annually commencing December 1, 2023. Interest will be computed on a 360-day year, 30-day month basis and paid to the owners of record as of the close of business on the 15th day of the month next preceding the interest payment date. Payments coming due on a non-business day will be paid on the next business day.

## *Optional Redemption*

The Bonds due after June 1, 2031 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## *Security*

Pursuant to the ordinance authorizing the Bonds and the Iowa Code Chapters 76 and 384, as amended, collectively, (the "Act", the Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount.

Section 76.2 of the Act provides that when an Iowa political subdivision issues general obligation bonds, the governing authority of such political subdivision shall, by resolution adopted before issuing the bonds, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds. A certified copy of this resolution shall be filed with the County Auditor in which the City is located, giving rise to a duty of the County Auditor to annually enter this levy for collection from the taxable property within the boundaries of the City, until funds are realized to pay the bonds in full.

For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, the ordinance provides for the levy of a tax sufficient for that purpose on all the taxable property in the City in each of the years while the Bonds are outstanding. The City shall file a certified copy of the ordinance with the County Auditor, pursuant to which the County Auditor is instructed to enter for collection and assess the tax authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Act, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in the ordinance, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

## *Registration and Transfers*

The Registrar will be the City's CFO/Assistant City Administrator. The Bonds will be issued as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. Principal and interest will be paid to DTC, which will in turn remit such principal and interest to its participants, for subsequent disbursement to the beneficial owners of the Bonds. Each bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

## *Book-Entry-Only Issuance*

*The information contained in the following paragraphs of this subsection "Book-Entry-Only Issuance" has been extracted from a schedule prepared by Depository Trust Company ("DTC") entitled "SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE." The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

## *Continuing Disclosure*

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 of each year following the end of the 2022-2023 Fiscal Year, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, (the "Rule").

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the ordinance for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

# THE CITY OF DAVENPORT

## *Introduction*

The City of Davenport, Iowa (the "City") is the principal city of eastern Iowa and the county seat of Scott County. The City is located on the Iowa bank of the Mississippi River approximately midway between the cities of Des Moines, Iowa and Chicago, Illinois. The City is the third largest city in Iowa. The City, named after Colonel George Davenport, was originally settled in 1808, making it one of the oldest cities in the upper Midwest. Incorporated in 1836, the City continues as one of the four remaining special charter cities in Iowa. The General Assembly of Iowa in 1851 adopted a special charter for the City and with subsequent amendments adopted by the General Assembly in 1853, 1855 and 1857, the charter has remained unchanged to this date. Subsequent changes to the laws of the State of Iowa affecting cities under special charter have been made from time to time and are now codified in Chapter 420, Code of Iowa, 1987 as amended.

The development of the City commenced with the end of the Black Hawk War (1832) and the immigration flowing from political unrest in Europe. Lands west of the Mississippi were first opened for settlement in 1833. The population in 1840 was 600; in 1850, 1,848; in 1860, 11,267; in 1870, 20,038 of whom 8,301 were immigrants from Europe. The Mississippi River and early water transportation established the City as a major grain depot in the heart of the greatest agricultural center in the world, with commercial development prominent as early as 1850.

With its dynamic development, the City has served its area in a unique capacity. The City is the major city of the "Quad-City Metropolitan Area" which includes three counties located in two states. The area includes Scott County, Iowa and Rock Island and Henry Counties, Illinois. The major communities, apart from the City, include the cities of Bettendorf in Iowa, and Rock Island, Moline and East Moline in Illinois. This Davenport-Moline-Rock Island Metropolitan Statistical Area had an official 2020 U. S. Census population of 384,324. The City, with a 2020 U.S. Census population of 101,724, is the largest city in the State of Iowa on the Mississippi River, and ranks high as a retail and business center.

The City is located 335 miles southeast of Minneapolis, 163 miles west of Chicago, 303 miles east of Omaha and 233 miles north of St. Louis. The location of the City along the inland waterway system provides a minimum nine-month shipping season of barge traffic. Coal, petroleum, and grain remain the major commodities shipped by barge. The Davenport Municipal Airport, (the "Airport"), consists of two moderate-length runways serving primarily private, commuter, and corporate aircraft. The Airport is also designated as a U.S. Customs Port of Entry, providing clearance on charters and private planes. The City is served by U.S. Highways No. 6, 61, and 67; State Highways No. 22 and 130; and Interstates 74 and 80. The City is served by the Burlington-Northern Railroad, the Soo Line Railroad Co., the Davenport, Rock Island and North Western line, and the Iowa Interstate Railroad. The Quad-City International Airport provides commercial air service by Allegiant, American Eagle, United Express, and Delta Connection.

Intra-city bus service is provided with 10 fixed routes within the City and one route providing service to the Rock Island central business district. The Quad-Cities Metropolitan Area is served by 34 passenger motor carriers.

In addition to its prominence as a commercial center, the City is home to Genesis Health System, the largest employer in Davenport, Iowa and the fourth largest in the Quad Cities metropolitan area with 4,700 employees. Genesis Health System serves a 17-county, bi-state region of the Quad Cities metropolitan area and the surrounding communities of Iowa and Illinois. Genesis Health System has earned distinction as a national Top 15 Health System and is nationally recognized for its quality of care.

## *Form of Government*

The form of city government is Mayor-Council, utilizing a professional City Administrator. A Mayor, two Aldermen-at-Large, and an Alderman for each ward (eight wards are presently established in the City) are elected by the electors. City elections are held on the Tuesday after the first Monday in November in odd numbered years. At each election, a Mayor and two Alderman-at-Large are elected by the electors of the whole city; and one Alderman from each ward of the City is elected by the electors of that ward. The persons so elected hold their respective offices for a term of two years.

### Mayor and Council

| | Initial Term Commenced | Current Term Expires |
|---|---|---|
| Mike Matson, Mayor | 01/20 | 01/24 |
| Kyle Gripp, Alderman-at-Large | 01/16 | 01/24 |
| J J Condon, Alderman-at-Large | 01/18 | 01/24 |
| Rick Dunn, First Ward | 01/14 | 01/24 |
| Maria Dickman, Second Ward | 01/16 | 01/24 |
| Marion Meginnis, Third Ward | 07/17 | 01/24 |
| Robby Ortiz, Fourth Ward | 01/22 | 01/24 |
| Tim Kelly, Fifth Ward | 01/22 | 01/24 |
| Ben Jobgen, Sixth Ward | 01/20 | 01/24 |
| Derek Cornette, Seventh Ward | 11/21 | 01/24 |
| Judith Lee, Eighth Ward | 01/20 | 01/24 |

The City has a full-time City Administrator appointed by the City Council for an indefinite term. In addition, there are 12 department directors, of which seven are appointed by the City Administrator. The Library Director is appointed by the Board of Library Trustees and the Civil Rights Director is appointed by the Civil Rights Commission. City leadership personnel are presented below.

### Administration

Corrin Spiegel, City Administrator
Latrice Lacey, Director of Civil Rights
Bruce E. Berger, Director of Community and Economic Development
Mallory L. Merritt, CFO/Assistant City Administrator
Alison Fleming, Direct of Human Resources
Cory J. Smith, Director of Information Technology
Michael P. Carlsten, Fire Chief
Thomas D. Warner, Corporation Counsel
Jeffrey E. Bladel, Police Chief
Jeffrey Collins, Director of Library
Nicole E. Gleason, Public Works Director/Assistant City Administrator
Chad B. Dyson, Director of Parks and Recreation
Richard E. Oswald, Director of Neighborhood Services

## *Municipal Services*

The City provides a wide variety of public services through twelve professionally staffed departments and the office of the City Administrator. A summary of the operation of major City departments is provided below.

**Administration Department**

The Administration Department provides overall coordination of the daily operations of the City.

**Finance Department**

The Department of Finance is responsible for collecting, accounting for and disbursing all monies due to and collected by the City, budget preparation, purchasing management and management of contractual administration of the RiverCenter/Adler Theatre. A more detailed description of the role of the Department of Finance is included in the "Financial Information" section of this Official Statement.

**Information Technology Department**

The Information Technology Department provides network, telephone, radio, computer and communication support within the City.

**Legal Department**

The purpose of the Legal Department is to provide legal services required by the City for the Mayor, City Council, City Administrator, Boards, Commissions and City Employees.

**Human Resources Department**

The Human Resources Department develops, implements and administers a comprehensive personnel program to assure compliance of personnel practices with good management policy and with applicable federal, state and local legislation conducts collective bargaining with certified employee representatives and is responsible for risk management.

**Community and Economic Development Department**

The Community & Economic Development is responsible for community development programs, economic development, housing choice voucher program, and business retention and attraction programs.

**Police Department**

The Police Department is responsible for crime curtailment, public safety and welfare through the enforcement of state and local laws.

**Fire Department**

The Fire Department is responsible for prevention of loss of life and property due to fires. The Fire Department has seven fire stations with eight engine companies, three ladder companies, and four reserve apparatus.

**Parks and Recreation Department**

The Parks and Recreation Department acquires, maintains and develops in excess of 1,990 acres of public parks, open spaces, cemeteries and recreation facilities to enhance the leisure time activities for the residents of the City.

**Municipal Library**

The Library maintains approximately 188,588 volumes of adult and children's books and 128 public use computers are available at three locations.

**Public Works Department**

The purpose of the Public Works Department is to provide: (a) the engineering and construction of infrastructure; (b) public service such as infrastructure maintenance, snow removal, sewer maintenance, garbage and refuse collection, recycling, and operation of the municipal garage; (c) operation of and maintenance of the City's Water Pollution Control Plant, and Compost Facility; (d) administration of mass transit, airport and traffic engineering operations of the City and (e) the delivery of construction inspection services.

**Civil Rights Department**

The Civil Rights Department is responsible for receiving and causing the investigation of discrimination complaints, to study the existing character and cause of patterns and practices of discrimination.

**Neighborhood Services Department**

The Neighborhood Services Department includes the management of the rental inspection program, nuisance code enforcement, zoning code enforcement, parking enforcement, building code enforcement, plan review, parking services, and management of procedure to track and abate vacant/substandard homes.

## *Municipal Enterprises*

The City has eleven enterprise operations. A brief description of each enterprise is presented below.

**Public Transit Fund**

Accounts for revenue and expenses associated with the City's fixed route transit system, demand response transit system and the ground transportation terminal, known as the Transit Center. Revenue is generated mainly from grants, charges for services and miscellaneous office rentals at the Transit Center.

**Parking System Fund**

Accounts for revenue and expenses associated with the City's parking system, which provides both on-street and off-street parking. This operation is administered by the Public Works Department.

**Sewer Operations Fund**

Accounts for revenue and expenses of the system responsible for collecting and treating the wastewater of the Cities of Davenport, Bettendorf, Riverdale, and Panorama Park. The City accumulates the costs of operations, construction, and equipment replacement, and bills the other cities monthly for their portion of such costs based on an actual usage percentage calculated annually.

**Public Housing Fund**

Accounts for revenue and expenses associated with the Heritage High-Rise housing facility for the elderly, handicapped and disabled and for the Public Housing units for low-income families. A Federal Housing and Urban Development (HUD) subsidy provides support for the Heritage High-Rise housing facility. As of November 30th, 2022, the City no longer owns the Heritage High-Rise facility or the Public Housing units.

**Golf Courses Fund**

Accounts for revenue and expenses associated with operation of the City's three golf courses (Duck Creek, Emeis, and Red Hawk). The fund also accounts for the revenue and expenses of the golf course capital improvement fee charged at the three courses.

**Airport Fund**

Accounts for revenue and expenses associated with operation of the City's Municipal Airport, a reliever airport for the Quad-City Airport. Rental income is obtained for the leasing of surrounding farmland, as well as hangar spaces at the airport.

**RiverCenter Fund**

Accounts for rental income and expenses associated with the operation of a 130,000-square-foot RiverCenter conference, convention and trade show facility and a 2,347-seat Adler Theatre (the "Center"). The Center is the Quad-Cities' conference, convention, trade show facility and theater and it is operated for the use and enjoyment of the City's citizens, as well as, to encourage a flow of people and dollars into the community.

**Solid Waste Collection Fund**

Accounts for revenue and expenses associated with the City's solid waste, bulky waste, yard waste and curbside recycling programs.

**Clean Water Utility Fund**

Accounts for revenue and expenses related to the operation and maintenance of the storm water collection system including inspections, mapping, drainage maintenance, street sweeping and other activities related to clean water activities.

**River's Edge Fund**

Accounts for revenue and expenses associated with operating an indoor sports facility that offers both an indoor ice rink and turf.

**Transload Fund**

Accounts for revenue and expenses associated with operating a transload facility that offers a way for users to realize the benefit of rail freight without onsite rail access.

## *Municipal Employees*

As of December 31, 2022, the City had 1,070 employees, consisting of 757 full-time employees and 313 part-time and seasonal employees. Table 2 presents a history of total personnel over the last five years. Table 3, on the following page, presents employment by job category.

**Table 2**
**Municipal Employees**

| December 31 | Full-Time | Part-Time |
|---|---|---|
| 2022 | 757 | 313 |
| 2021 | 759 | 376 |
| 2020 | 751 | 389 |
| 2019 | 756 | 399 |
| 2018 | 750 | 445 |

Source: City of Davenport Department of Human Resources.

**Table 3**
**Employees by Department – December 31, 2022**

| | Full-time | Part-time |
|---|---|---|
| City Council | 1 | 10 |
| Mayor | 2 | 0 |
| Finance | 20 | 2 |
| Administration | 7 | 1 |
| Information Technology | 9 | 0 |
| Legal | 4 | 0 |
| Human Resources | 9 | 2 |
| Community & Economic Development | 15 | 1 |
| Civil Rights | 3 | 1 |
| Neighborhood Services (1) | 22 | 1 |
| Public Works (1) | 277 | 22 |
| Police | 181 | 0 |
| Fire | 139 | 0 |
| Parks and Recreation | 23 | 245 |
| Library | 45 | 28 |
| | 757 | 313 |

Source: City of Davenport Department of Human Resources.

## *Retirement Systems and Other Post Employment Benefits*

The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member Board of Trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System ("IPERS"): The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system administered by IPERS. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City's contributions to IPERS for the Fiscal Years ended June 30, 2020, 2021, and 2022 as shown below equal the required contributions for each year:

| | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|---|---|---|---|
| IPERS City Contribution | $ 3,124,419 | $ 3,163,803 | $ 3,244,415 |

The IPERS Annual Comprehensive Financial Report is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.

At June 30, 2022, the City reported a liability of $ 577,282 within its Annual Comprehensive Financial Report (the "ACFR") as of June 30, 2022 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2021, the City's collective proportion was -0.1672181% which was a decrease of -0.581533% from its proportion measured as of June 30, 2020.

For the year ended June 30, 2022, the City recognized pension expense (income) of ($ 2,175,563).

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS ("UAAL"). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

For additional information on the City's Employee Retirement Systems, refer to Note VIII Section A beginning on page 55 of the City's June 30, 2022 ACFR contained as APPENDIX A of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa ("MFPRSI"): The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established, and may be amended by state statute. The City's contributions to MFPRSI for the Fiscal Years ended June 30, 2020, 2021 and 2022 as shown below equal the required contributions for each year:

| | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|---|---|---|---|
| MFPRSI City Contribution | $ 6,045,972 | $ 6,259,468 | $ 6,383,734 |

The MFPRSI Independent Auditors Report is available on the MFPRSI website or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

At June 30, 2022, the City reported a liability of $ 16,972,012 within its ACFR for its proportionate share of the MFPRSI net pension liability. The net pension liability was measured as of June 30, 2021, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2021, the City's proportion was 7.557421% which was a decrease of 0.174547% from its proportion measured as of June 30, 2020.

For the year ended June 30, 2022, the City recognized pension expense (income) of ($ 38,222).

For additional information on the City's Employee Retirement Systems, refer to Note VIII Section B beginning on page 58 of the City's June 30, 2022 ACFR contained as APPENDIX A of this Preliminary Official Statement.

Deferred Compensation: The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The Section 457 plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. The City's contributions to deferred compensation for the Fiscal Years ended June 30, 2020, 2021 and 2022 are shown below:

| | FY 2019-20 | FY 2020-21 | FY 2021-22 |
|---|---|---|---|
| 457 Deferred Contribution | $ 2,396,082 | $ 2,460,498 | $ 2,541,801 |

For additional information on the City's Employee Retirement Systems, refer to Note VIII Section C beginning on page 62 of the City's June 30, 2022 ACFR contained as APPENDIX A of this Preliminary Official Statement.

Other Post-Employment Benefits ("OPEB"): The City sponsors a single-employer health care plan that provides a continuation option to retirees to purchase health benefits under the City's group health plan. The plan is administered by the City and the City has the authority to establish or amend the plan provisions or contribution requirements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement No. 75. The plan does not issue a stand-alone financial report.

Benefits provided: As required under Iowa Code Chapter 509A.13, the City provides postemployment health benefits. Employees who have attained age 55 and have fifteen or more years of service with the City, or qualify for normal retirement as defined by IPERS, or qualify for normal retirement as defined by MFPRSI or are granted retiree status pursuant to a separation agreement with the City are eligible for retiree benefits. Eligible retirees and their dependents may purchase medical, prescription drug and dental insurance through the City's self-insured plan. As of June 30, 2022, there were 752 active and 45 retired members in the plan.

Contributions: The current funding policy of the City is to pay health claims as they occur. The City does not explicitly subsidize retiree health care coverage. Retirees pay 100% of the group rate calculated on the expected costs based on the entire group of active, COBRA participants and retirees. For Fiscal Year ended June 30, 2022, retirees receiving benefits contributed $744,826 through their required contribution of $1,070 per month for single health coverage, $1,701 per month for single plus one health coverage and $2,388 per month for family coverage.

The source of payment is the fund that pays the benefits for the current employees; either the General Fund or a proprietary fund. Other postemployment liabilities attributed to governmental activates are generally liquidated by the Employee Health Insurance Internal Service Fund.

| | Total OPEB Liability |
|---|---|
| Balance as of July 1, 2021 | $ 26,304,628 |
| Changes for the year: | |
| Service cost | 2,098,655 |
| Interest | 497,718 |
| Differences between expected and Actual experience | (3,910,063) |
| Changes in assumptions or other inputs | (2,133,269) |
| Contributions and payments made | (763,644) |
| Net changes | (4,210,603) |
| Balance as of June 30, 2022 | $ 22,094,025 |

For additional information on the City's Other Post Employment Benefits (OPEB), refer to Note XI beginning on page 72 of the City's June 30, 2022 ACFR contained as APPENDIX A of this Preliminary Official Statement.

## *Bargaining Units*

Table 4 presents the various organizations, number of employees represented and the respective contract expiration dates.

**Table 4**
**Union Representation – January 9, 2023**

| Union | Employees Represented | Contract Expiration Date |
|---|---|---|
| Davenport Association of Professional Firefighters, Local #17 | 127 | June 30, 2027 |
| Union of Professional Police Organization, Local #2 | 144 | June 30, 2027 |
| American Federation of State, County and Municipal Employees, General Local #887 | 99 | June 30, 2025 |
| American Federation of State, County and Municipal Employees, Library Local #887 | 48 | June 30, 2025 |
| Chauffeurs, Teamsters and Helpers Local Union #238 | 180 | June 30, 2025 |
| Division #312 of the Amalgamated Transit Union | 31 | June 30, 2025 |

Source: City of Davenport Payroll Department.

# ECONOMIC AND DEMOGRAPHIC INFORMATION

## *Population*

The City covers an area of approximately 65 square miles. Table 5 presents demographic data for the City based on the past six decennial censuses.

**Table 5**
**Demographic Data**

| Census Year | Quad-City Area | Percent Increase (Decrease) | Scott County | Percent Increase (Decrease) | City of Davenport | Percent Increase (Decrease) | City Density Per Sq. Mile |
|---|---|---|---|---|---|---|---|
| 2020 [1] | 384,324 | 1.2% | 174,669 | 5.7% | 101,724 | 2.0% | 1,563 |
| 2010 | 379,690 | 1.0% | 165,224 | 4.1% | 99,685 | 1.3% | 1,608 |
| 2000 | 376,019 | 7.2% | 158,668 | 5.1% | 98,359 | 3.2% | 1,586 |
| 1990 | 350,861 | (8.6%) | 150,979 | (5.7%) | 95,333 | (7.7%) | 1,538 |
| 1980 | 383,958 | 5.9% | 160,022 | 12.1% | 103,264 | 4.9% | 1,666 |
| 1970 | 362,641 | 12.6% | 142,687 | 18.7% | 98,469 | 10.7% | 1,588 |

[1] 2020 Census information for the Davenport – Moline – Rock Island Metropolitan Statistical Area ("Quad City Area").

Source: United States Census Bureau.

## *Employment*

Over 425 industrial firms are located in the Quad-Cities Metropolitan Area. Principal products include aluminum sheet and foil, farm implements, aircraft instruments and equipment, animal feeds, laundry machinery, ordnance equipment, pork, beef and other food products, portland cement, rubber footwear, wheels and wheel balancing equipment, scales, steel castings, traffic controls, ventilation systems and many others.

Prominent employers within the Quad-Cities Metropolitan area include the Rock Island Arsenal, Deere & Company and Trinity Medical Center. The top employers within Davenport are presented on the next page in Table 6. Table 7 presents other major employers within the Quad-Cities Metropolitan Area.

*(The remainder of this page has been left blank intentionally.)*

**Table 6**
**Major Employers, City of Davenport**

| Employer Name | Product | Approximate Number of Employees [1] |
|---|---|---|
| Genesis Health System | Health Care System | 4,700 |
| Davenport Community Schools | Education | 2,500 |
| Arconic [2] | Aluminum, Sheet, Plate & Foil | 2,400 |
| John Deere Davenport Works | Heavy Equipment Manufacturing | 2,000 |
| Tri-City Electric Co. | Electrical Contractor | 1,200 |
| City of Davenport | Government | 1,070 |
| Eaton Mission Systems | Defense and Aerospace Mfg. | 950 |
| Kraft Heinz | Meat Packing | 790 |
| Eastern Iowa Community College | Education | 675 |
| Sterilite | Plastic Houseware Manufacturing | 650 |
| United Parcel Service | Parcel Delivery Service | 640 |
| MidAmerican Energy Company | Utility Service | 633 |
| Wells Fargo-Davenport Region | Finance | 610 |
| Von Maur | Headquarters/Distribution for Retail Stores | 600 |
| Sears Manufacturing | Tractor Seats | 580 |
| St. Ambrose University | Education | 550 |
| Per Mar Security | Security Systems & Investigation | 460 |
| Rhythm City Casino | Casino, Hotel & Entertainment | 450 |
| Scott County | Government | 429 |
| Nestle Purina PetCare Company | Pet Food Manufacturing | 400 |

[1] Includes full and part time employees.
[2] Headquarters in Riverdale, IA. Formerly known as Alcoa Davenport Works.

Source: The City and larger employer websites. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

**Table 7**
**Major Employers, Quad-Cities Metropolitan Area [1]**

| Employer Name | Product | Approximate Number of Employees [2] |
|---|---|---|
| Deere & Company | Industrial and Agricultural Equipment | 6,400 |
| Rock Island Arsenal | Government, Armaments | 6,300 [3] |
| Trinity Medical Center/Unity Point | Health Care | 6,100 |
| Genesis Health System | Health Care | 4,700 |
| Hy-Vee | Grocery | 4,200 |
| Walmart | Warehouse Clubs and Supercenter | 3,600 |
| HNI Corporation/The Hon Company/Allsteel | Manufacturing | 3,200 |
| Tyson Fresh Meats | Food Processing | 2,400 |
| Arconic | Aerospace and Defense Aluminum | 2,400 |
| Kraft Heinz | Food Manufacturing | 1,200 |
| Tri-City Electric Co. | Electrical Contractor | 1,200 |
| Kent Corporation | Animal Feed & Food Manufacturing | 1,000 |
| Nestle Purina PetCare Company | Pet Food Manufacturing | 1,000 |
| Sears Seating | Vehicle Seat Manufacturing | 1,000 |
| XPAC | Supply Chain Management | 1,000 |

[1] Includes largest employers within the Quad Cities region. Year to year comparisons may not be accurate due to variability of source data.
[2] Includes full and part time employees.
[3] Civilian employee count only; military count considered classified information.

Source: Quad Cities Chamber most recent list. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

## *Labor Force and Unemployment Statistics*

Table 8 lists the labor force, average annual employment and unemployment rate for the Davenport-Moline-Rock Island Combined Statistical Area ("CSA"), as compared to the unemployment rates for the City, State of Iowa and the United States for the years 2018 through September 2022.

**Table 8**
**Labor Force and Unemployment Statistics**

| | Davenport-Moline-Rock Island CSA | | | Unemployment Rates | | |
|---|---|---|---|---|---|---|
| | Labor Force | Employed | Unemployment Rate | City of Davenport | State of Iowa | United States |
| 2022 | 210,300 | 202,000 | 3.9% | 3.9% | 2.9% | 3.6% |
| 2021 | 228,800 | 216,600 | 5.3% | 6.2% | 4.3% | 5.3% |
| 2020 | 230,800 | 213,200 | 7.6% | 7.8% | 5.2% | 8.1% |
| 2019 | 240,800 | 231,600 | 3.8% | 3.7% | 2.6% | 3.7% |
| 2018 | 238,600 | 229,300 | 3.9% | 3.4% | 2.5% | 3.9% |

Source: U.S. Bureau of Labor Statistics website and the Illinois Department of Employment Security website.

## *Buying Income and Per Capita Retail Sales*

Table 9 below lists median household effective buying income and per capita retail sales for the City, the Quad-Cities Area, and the State of Iowa for the years 2018 through 2022.

**Table 9**
**Buying Income/Per Capita Retail Sales**

| | Effective Buying Income | | | Per Capita Retail Sales | | |
|---|---|---|---|---|---|---|
| | City of Davenport | Quad-Cities Area | State of Iowa | City of Davenport | Quad-Cities Area | State of Iowa |
| 2022 | $ 52,764 | $ 59,658 | $ 60,401 | $ 27,676 | $ 19,500 | $ 19,748 |
| 2021 | 44,580 | 49,660 | 53,559 | 25,892 | 18,272 | 18,142 |
| 2020 | 45,779 | 49,761 | 52,409 | 29,171 | 19,866 | 19,962 |
| 2019 | 43,187 | 47,556 | 50,853 | 28,389 | 19,050 | 19,504 |
| 2018 | 43,960 | 47,181 | 48,743 | 26,773 | 15,190 | 17,520 |

Source: Claritas, Inc.

## *Construction*

Construction activity in the City as shown by its building permit records is summarized in Table 10. Permits are calculated on a fiscal year basis.

**Table 10**
**Building Permits** [3]

| Fiscal | New Commercial | | New Industrial | | Miscellaneous [1] | | New Residential | | Other [2] |
|---|---|---|---|---|---|---|---|---|---|
| Year | No. | Value | No. | Value | No. | Value | No. | Value | Value |
| 2023 [3] | 13 | $ 100,865,148 | 0 | 0 | 268 | $ 7,050,800 | 48 | $ 8,792,436 | $ 44,850,206 |
| 2022 | 22 | 286,338,735 | 0 | 0 | 529 | 17,545,456 | 163 | 55,937,268 | 83,303,241 |
| 2021 | 19 | 67,464,384 | 2 | 4,234,032 | 436 | 12,874,210 | 1,173 | 25,955,773 | 137,381,454 |
| 2020 | 27 | 47,353,022 | 0 | 0 | 401 | 7,372,325 | 54 | 8,964,231 | 106,838,115 |
| 2019 | 20 | 39,831,396 | 0 | 0 | 406 | 3,694,639 | 124 | 38,306,434 | 105,994,514 |

[1] Includes schools, churches, and other institutions.
[2] Remodeling and other miscellaneous permits.
[3] As of December 31, 2022.

Source: City of Davenport Department of Public Works.

## *Education*

Three school districts serve the City. They are the Davenport Community School District, the North Scott Community School District and the Bettendorf Community School District. The North Scott Community School District represents approximately 3% of the City. The Davenport Community School District serves approximately 95% of the City, and the Bettendorf School District overlaps slightly into the City. There are four high schools, four junior high schools, three preschools, seventeen elementary schools, one joint elementary and junior high school and eight private schools providing K-12 education in the City. The Davenport Community School District public school enrollment over the last five years has been as follows:

**Table 11**
**Public School Enrollment (October 1)**

| Year | Fiscal Year | Certified Enrollment |
|---|---|---|
| 2022 | 2023-24 | 14,164 |
| 2021 | 2022-23 | 14,412 |
| 2020 | 2021-22 | 14,470 |
| 2019 | 2020-21 | 14,930 |
| 2018 | 2019-20 | 15,054 |

Source: Davenport Community School District.

## *Community Colleges and Adult Education*

The Eastern Iowa Community College District (the "EICC") operates three campuses including Scott Community College located in Bettendorf, Iowa; Clinton Community College located in Clinton, Iowa; and Muscatine Community College located in Muscatine, Iowa. Scott Community College provides the first and second years of liberal arts and pre-professional training for those students who wish to transfer to other institutions, and also provides a program which is appropriate to the vocational or technical objectives of the students. The Davenport Community School District offers adult education courses to individuals 16 years of age and over and not enrolled in a full-time school. Individuals who have not completed their high school education may do so through the programs established through the adult education program.

## *Higher Education*

St. Ambrose University (the "University") is a co-educational, liberal arts university accredited by the North Central Association of Colleges and Secondary Schools and the Iowa Department of Public Instruction. It is affiliated with the New York Board of Regents. St. Ambrose offers a Bachelor of Arts, Bachelor of Science, Bachelor of Music, Bachelor of Music Education, Bachelor of Special Studies and Bachelor of Selected Studies. In addition, a Master's Degree in Business Administration is offered.

Palmer College of Chiropractic (the "College") is accredited by the Council on Chiropractic Education, the North Central Association of Colleges and Secondary Schools, and by the Iowa Department of Public Instruction. The College offers a four-year course of study leading to a Doctor of Chiropractic degree.

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# INDEBTEDNESS

## *Authority to Incur Debt*

The Bonds are issued pursuant to the provisions of Division III of Chapter 384 of the Code of Iowa and the City's Charter. The City's special charter from the State of Iowa allows general obligation bonds to be issued upon approval of the City Council and does not require the vote of the taxpayers unless future interest payments on all debt reach a point where they exceed 75% of ordinary annual City revenues.

## *Debt Limit*

The Constitution of the State of Iowa, Article XI, Section 3, provides as follows:

> *"Indebtedness of political or municipal corporations No county, or other political or municipal corporation, shall be allowed to become indebted in any manner, or for any purpose, to an amount, in the aggregate, exceeding five per centum on the value of taxable property within such county or corporation to be ascertained by the last state and county tax lists, previous to the incurring of such indebtedness."*

**Table 12**
**Debt Limit Computation**
**Upon the Issuance of the Bonds**
(May 10, 2023)

| | |
|---|---|
| Legal debt limit of 5% of 100% of actual value for Fiscal Year 2023 as of January 1, 2021 [(1)] | $ 409,777,672 |
| Debt chargeable against limit: | |
| Bonded debt (includes the Bonds) | 237,375,000 * |
| TIF Rebate Agreements | 5,110,000 |
| Total debt subject to debt limit (59.17%) | $ 242,485,000 * |
| Legal debt limit margin (40.83%) | $ 167,292,672 * |

[(1)] Calculated on Gross Actual Value (includes increment value and is less military exemption).

* Preliminary; subject to change.

## *Debt Administration*

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

## *Overlapping Debt*

There are five taxing jurisdictions which overlap the City. These are other governmental entities which exist within the City but which are not governed by the City Council, and are presented below:

**Scott County**

The City is located within Scott County. The county is a separate governmental agency which provides municipal services such as street maintenance, public safety in areas not governed by other municipalities and health and welfare services. The County Treasurer is responsible for tax collections throughout the county.

**Community School Districts**

Davenport, North Scott, and Bettendorf Community School Districts provide K-12 education for residents of the City. Each district is an autonomous governmental body which adopts its own budget and levy.

**Eastern Iowa Community College District**

The Eastern Iowa Community College (the "EICC") operates three campuses including Scott Community College located in Bettendorf, Iowa; Clinton Community College located in Clinton, Iowa; and Muscatine Community College located in Muscatine, Iowa. EICC is an autonomous governmental body which adopts its own budget and levy.

Table 13 sets forth those overlapping jurisdictions with general obligation debt outstanding as of January 26, 2023.

**Table 13**
**Overlapping Debt to the City**

| Jurisdiction | General Obligation Debt | % of Debt Allocable to the City [1] | Portion Allocable to the City |
|---|---|---|---|
| Scott County | $ 19,950,000 | 49.34% | $ 9,843,330 |
| Davenport Community School District | 0 | 87.29% | 0 |
| North Scott Community School District | 0 | 22.49% | 0 |
| Bettendorf Community School District | 0 | 23.01% | 0 |
| Eastern Iowa Community College (Area IX) | 48,445,000 | 30.09% | 14,577,101 |
| Total Overlapping Debt | | | $ 24,420,431 |

[1] Based on 1/1/2021 Taxable Valuations.

Source: Iowa Department of Management, Iowa Auditor of State, and MSRB Electronic Municipal Market Access.

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## *Debt Trends*

Table 14 summarizes the debt outstanding as a percent of the City's taxable valuation used to calculate the debt service levy and debt per capita as of the date of this Preliminary Official Statement and the last four fiscal years.

**Table 14**
**Ratio of Net General Obligation Bonded Debt as a Percent of**
**Debt Service Levy Valuation and Net Bonded Debt Per Capita**

| Fiscal Year | Population | Debt Service Valuation [1] | Gross Bonded Debt | Debt Service Fund Balance [2] | Debt Payable from Enterprise Revenues | Debt Payable from TIF Revenues [3] | Debt Payable From Other Revenue [4] | Net Bonded Debt | Net Bonded Debt to Debt Service Valuation | Net Bonded Debt per Capita |
|---|---|---|---|---|---|---|---|---|---|---|
| 2023 | 101,724 [5] | $ 5,192,622,415 | $ 237,375,000 [7] | $ 34,914,203 | $ 61,410,000 | $ 21,145,000 | $ 0 | $ 119,905,797 | 2.31% | $ 1,179 |
| 2022 | 101,724 [5] | 5,047,979,344 | 202,220,000 [8] | 34,914,203 | 53,555,000 | 21,145,000 | 0 | 92,605,797 | 1.83% | 910 |
| 2021 | 99,685 [6] | 4,952,300,751 | 203,845,000 [8] | 30,612,964 | 52,610,000 | 23,315,000 | 0 | 97,307,036 | 1.96% | 976 |
| 2020 | 99,685 [6] | 4,757,224,920 | 207,415,000 [8] | 27,572,931 | 56,010,000 | 26,680,000 | 70,000 | 97,082,069 | 2.04% | 974 |
| 2019 | 99,685 [6] | 4,535,793,815 | 210,330,000 [8] | 20,435,346 | 57,110,085 | 30,575,000 | 135,000 | 102,074,569 | 2.25% | 1,024 |

[1] Based on Debt Service Valuation as provided by the Iowa Department of Management. Excludes agricultural land and building; includes all utilities and incremental values and is less military exemption. Debt service is levied against taxable value including taxable incremental value.
[2] Represents the Fund Balance of the Debt Service Fund as of June 30th of each fiscal year. See Table 23 for additional details.
[3] TIF revenues are property taxes derived from special taxing districts which are used to abate tax levies for debt issued for improvements within those districts.
[4] Debt payable from self-supported municipal improvement district levy and Levee Commission rents.
[5] Source: 2020 U.S. Census.
[6] Source: 2010 U.S. Census.
[7] Debt outstanding is as of the date of this Preliminary Official Statement.
[8] Debt outstanding is as of the end of the fiscal year and may include refunded bonds.

Source: Except as noted, City of Davenport Finance Department.

Table 15 summarizes the debt outstanding as of May 10, 2023 as debt per capita, percent of actual value, and percent of debt service valuation as of January 1, 2021 payable in Fiscal Year 2022-23 upon the issuance of the Bonds.

**Table 15**
**Debt Ratios Upon the Issuance of the Bonds**

| Debt Ratios | Gross Bonded Debt [1] | Debt Service Monies Available [2] | Debt Payable from Enterprise Revenues | Debt Payable from TIF Revenues [3] | Debt Payable from Other Revenues [4] | Net Bonded Debt | Net Bonded Debt per Capita (101,724) | Net Bonded Debt to Actual Value ($8,195,553,445) [5] | Net Bonded Debt to Debt Service Valuation ($5,192,622,415) [6] |
|---|---|---|---|---|---|---|---|---|---|
| G.O. Bonded Debt | $ 237,375,000 * | $ 34,914,203 | $ 61,410,000 | $ 21,145,000 | $ 0 | $ 119,905,797 | $ 1,179 | 1.46% | 2.31% |
| Overlapping Debt | 24,420,431 | -- | -- | -- | -- | 24,420,431 | 240 | 0.30% | 0.47% |
| Total | $ 261,795,431 | $ 34,914,203 | $ 61,410,000 | $ 21,145,000 | $ 0 | $ 144,326,228 | $ 1,419 | 1.76% | 2.78% |

[1] Includes the Bonds.
[2] Represents the Fund Balance of the Debt Service Fund as of June 30, 2022. See Table 23 for additional details.
[3] TIF revenues are property taxes derived from special taxing districts which are used to abate tax levies for debt issued for improvements within those districts.
[4] Debt payable from self-supported municipal improvement district levy and Levee Commission rents.
[5] Based on January 1, 2021 Actual Valuation as provided by the Scott County Auditor. Includes TIF Increment, Agricultural Land, Agricultural Buildings and all Utilities.
[6] Based on January 1, 2021 Debt Service Valuation as provided by the Scott County Auditor. Includes Taxable TIF Increments and all utilities but excludes Agricultural Land and Agricultural Buildings.

* Preliminary; subject to change.

Source: Except as noted, City of Davenport Finance Department.

## *Long-Term Debt*

Table 16 summarizes the City's long-term debt as of June 30, 2022 and upon the issuance of the Bonds.

**Table 16**
**General Obligation Debt Outstanding by Issue**

| Issue Date | Description | Original Amount | Interest Range | Final Maturity | Principal Outstanding June 30, 2022 | Principal Outstanding May 10, 2023 |
|---|---|---|---|---|---|---|
| 03/10/15 | Corporate Ser A | $ 17,715,000 | 3.000% - 5.000% | 06/01/30 | $ 9,260,000 | $ 9,260,000 |
| 03/23/16 | Corporate Ser A | 42,450,000 | 2.000% - 5.000% | 06/01/31 | 27,930,000 | 27,930,000 |
| 03/23/16 | Refunding Ser B | 6,085,000 | 2.000% - 2.700% | 06/01/28 | 2,295,000 | 2,295,000 |
| 03/23/16 | Refunding Ser C | 7,140,000 | 2.000% | 06/01/24 | 2,255,000 | 2,255,000 |
| 03/21/17 | Corporate Ser A | 20,825,000 | 3.000% - 4.000% | 06/01/32 | 14,330,000 | 14,330,000 |
| 03/21/17 | Refunding Ser B | 7,345,000 | 2.000% - 3.000% | 06/01/29 | 4,730,000 | 4,730,000 |
| 03/21/17 | Refunding Ser C | 13,685,000 | 4.000% - 5.000% | 06/01/25 | 6,270,000 | 6,270,000 |
| 04/03/18 | Refunding Ser A | 31,620,000 | 3.000% - 5.000% | 06/01/33 | 20,015,000 | 20,015,000 |
| 04/03/18 | Refunding Ser B | 8,275,000 | 3.000% - 3.550% | 06/01/33 | 5,485,000 | 5,485,000 |
| 03/19/19 | Corporate Ser A | 21,590,000 | 3.000% - 5.000% | 06/01/34 | 17,775,000 | 17,775,000 |
| 05/01/20 | Corp & Ref | 40,290,000 | 2.040% | 06/01/35 | 31,215,000 | 31,215,000 |
| 12/01/20 | Corporate Ser B | 21,675,000 | 2.000% - 5.000% | 06/01/36 | 18,855,000 | 18,855,000 |
| 03/17/21 | Refunding Ser A | 8,175,000 | 1.000% - 5.000% | 06/01/32 | 7,355,000 | 7,355,000 |
| 03/10/22 | Corp & Ref | 34,450,000 | 2.000% - 5.000% | 06/01/37 | 34,450,000 | 34,450,000 |
| 05/10/23 | Corporate Ser | 35,155,000 * | TBD | 06/01/38 | 0 | 35,155,000 * |
| Total General Obligation Bonds | | | | | $202,220,000 | $ 237,375,000 * |
| Total Abatement Supported [1] | | | | | (74,700,000) | (82,555,000) * |
| Net General Obligation Bonded Debt | | | | | $ 127,520,000 | $ 154,820,000 * |

[1] The levy for abatement supported general obligation debt has been, and is expected to continue to be, abated with revenue of the sewer clean water, parking, airport, and solid waste utilities; public housing rental receipts; curbside recycling fees; hotel/motel tax receipts; municipal improvement district levy; levee rents; and tax increment revenues. See Table 18 for the principal and interest abated by the various revenue sources.

* Preliminary; subject to change.

## *Debt Service Payments*

Table 17 represents a schedule of the estimated annual principal and interest payments for the City's general obligation debt upon the issuance of the Bonds.

**Table 17**
**General Obligation Long-Term Bonded Debt**
**Schedule of Annual Debt Service Payments**

| FYE | Current Outstanding | | Bonds* | | Total Outstanding* | | |
|---|---|---|---|---|---|---|---|
| June 30 | Principal | Interest | Principal | Interest | Principal | Interest | Total |
| 2023 | $ 25,450,000 | $ 3,494,979 [1] | $ 0 | $ 0 | $ 25,450,000 | $ 3,494,979 | $ 28,944,979 |
| 2024 | 23,350,000 | 5,990,423 | 9,955,000 | 1,799,821 | 33,305,000 | 7,790,244 | 41,095,244 |
| 2025 | 21,165,000 | 5,073,996 | 1,640,000 | 1,276,535 | 22,805,000 | 6,350,531 | 29,155,531 |
| 2026 | 17,745,000 | 4,323,521 | 1,710,000 | 1,203,719 | 19,455,000 | 5,527,240 | 24,982,240 |
| 2027 | 16,810,000 | 3,656,425 | 1,790,000 | 1,126,940 | 18,600,000 | 4,783,365 | 23,383,365 |
| 2028 | 17,125,000 | 3,010,385 | 1,875,000 | 1,045,316 | 19,000,000 | 4,055,701 | 23,055,701 |
| 2029 | 16,845,000 | 2,420,994 | 1,440,000 | 957,004 | 18,285,000 | 3,377,998 | 21,662,998 |
| 2030 | 14,945,000 | 1,806,711 | 1,510,000 | 887,164 | 16,455,000 | 2,693,875 | 19,148,875 |
| 2031 | 14,125,000 | 1,310,547 | 1,580,000 | 812,419 | 15,705,000 | 2,122,966 | 17,827,966 |
| 2032 | 10,430,000 | 876,136 | 1,665,000 | 733,103 | 12,095,000 | 1,609,239 | 13,704,239 |
| 2033 | 8,490,000 | 576,772 | 1,750,000 | 647,855 | 10,240,000 | 1,224,627 | 11,464,627 |
| 2034 | 6,230,000 | 342,095 | 1,835,000 | 557,205 | 8,065,000 | 899,300 | 8,964,300 |
| 2035 | 4,570,000 | 199,501 | 1,935,000 | 460,133 | 6,505,000 | 659,634 | 7,164,634 |
| 2036 | 3,245,000 | 105,520 | 2,040,000 | 357,191 | 5,285,000 | 462,711 | 5,747,711 |
| 2037 | 1,695,000 | 38,138 | 2,155,000 | 244,991 | 3,850,000 | 283,129 | 4,133,129 |
| 2038 | | | 2,275,000 | 126,035 | 2,275,000 | 126,035 | 2,401,035 |
| | $ 202,220,000 | $ 33,226,143 | $35,155,000 | $ 12,235,431 | $ 237,375,000 | $ 45,461,574 | $ 282,836,574 |

[1] Excludes the December 1, 2022 interest payment in the amount of $3,823,253.

* Preliminary; subject to change.

*(The remainder of this page has been left blank intentionally.)*

## *Tax Levy Abatement*

Although the data listed in Table 16 and Table 17 is general obligation debt of the City, it is anticipated that portions of the debt service will be paid from sources other than the City property tax levy. Table 18 presents the estimated sources of payment for the City's general obligation debt as of May 10, 2023.

**Table 18**
**General Obligation Long-Term Bonded Debt**
**Schedule of Annual Debt Service Payments**
(Includes the Bonds)

| Fiscal Year Ending June 30 | Levy Supported | Sewer | TIF | Clean Water | Parking | DDDSMID [1] | Airport | Solid Waste | Heritage Fund | River Center/ Adler | Total Principal & Interest All Sources [2] |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2023 [3] | $ 19,209,721 | $ 6,334,911 | $ 2,442,188 | $ 162,789 | $ 0 | $ 0 | $ 32,250 | $ 675,970 | $ 0 | $ 87,150 | $ 28,944,979 |
| 2024 | 29,198,229 | 7,904,543 | 2,780,475 | 170,936 | | | 38,000 | 901,011 | | 102,050 | 41,095,244 |
| 2025 | 17,636,498 | 7,710,194 | 2,772,220 | 171,692 | | | 41,600 | 720,277 | | 103,050 | 29,155,531 |
| 2026 | 14,387,221 | 7,138,240 | 2,684,508 | 117,346 | | | | 553,575 | | 101,350 | 24,982,240 |
| 2027 | 14,421,722 | 5,822,125 | 2,676,628 | | | | | 364,090 | | 98,800 | 23,383,365 |
| 2028 | 14,449,158 | 5,656,313 | 2,676,208 | | | | | 172,772 | | 101,250 | 23,055,701 |
| 2029 | 14,112,582 | 5,196,728 | 2,255,138 | | | | | | | 98,550 | 21,662,998 |
| 2030 | 12,139,224 | 4,650,748 | 2,258,053 | | | | | | | 100,850 | 19,148,875 |
| 2031 | 11,152,971 | 4,313,456 | 2,258,539 | | | | | | | 103,000 | 17,827,966 |
| 2032 | 9,399,634 | 3,473,131 | 831,474 | | | | | | | | 13,704,239 |
| 2033 | 7,797,395 | 2,932,402 | 734,830 | | | | | | | | 11,464,627 |
| 2034 | 6,622,309 | 2,341,991 | | | | | | | | | 8,964,300 |
| 2035 | 5,397,865 | 1,766,769 | | | | | | | | | 7,164,634 |
| 2036 | 4,302,111 | 1,445,600 | | | | | | | | | 5,747,711 |
| 2037 | 2,925,374 | 1,207,755 | | | | | | | | | 4,133,129 |
| 2038 | 1,699,194 | 701,841 | | | | | | | | | 2,401,035 |
| Total | $ 184,851,208 | $ 68,596,747 | $ 24,370,261 | $ 622,763 | $ 0 | $ 0 | $ 111,850 | $ 3,387,695 | $ 0 | $ 896,050 | $ 282,836,574 |

[1] Downtown Davenport Development Self-Supported Municipal Improvement District.
[2] Totals may vary due to rounding.
[3] Excludes the December 1, 2022 interest payment.

### *TIF Rebate Agreements*

Presented in Table 19 are the City's tax increment rebate agreements as of May 10, 2023.

**Table 19**
**TIF Rebate Agreements**

| TIF Agreement | Assessment | Remaining Term | Total Obligation Outstanding as of May 10, 2023 | Total Obligation Subject to Debt Limit | Annual Payment as of May 10, 2023 |
|---|---|---|---|---|---|
| M.A. Ford (Miracle Tools) | $ 1,816,590 | 8 years | $ 48,000 | $ 6,000 | $ 2,911 |
| Tri City Electric | 9,050,520 | 2 years | 308,000 | 154,000 | 77,191 |
| Von Maur | 8,185,490 | 4 years | 440,000 | 110,000 | 54,571 |
| Von Maur e-commerce | 8,185,490 | 6 years | 558,000 | 93,000 | 46,686 |
| Von Maur HQ & Distribution | 13,918,760 | 7 years | 847,000 | 121,000 | 60,645 |
| Fidlar | 4,491,900 | 6 years | 522,000 | 87,000 | 42,289 |
| Heart of America | 14,195,730 | 8 years | 3,632,000 | 454,000 | 200,761 |
| Putnam | 23,859,482 | 15 years | 11,895,000 | 793,000 | 398,025 |
| Parker | 16,452,733 | 15 years | 8,700,000 | 580,000 | 291,049 |
| Kraft Heinz | 47,495,260 | 8 years | 7,400,430 | 947,000 | 470,295 |
| Sterilite | 64,135,090 | 12 years | 6,240,000 | 520,000 | 249,241 |
| Eastern Iowa Comm. College | 11,374,100 | 11 years | 4,070,000 | 370,000 | 0 |
| PB Leiner | 4,708,250 | 1 year | 600,000 | 600,000 | 600,000 |
| City owned Shortline Rail and Transload Facility | 2,242,720 | 7 years | 450,000 | 0 | 0 |
| Internal Debt [(1)] | | 1 year | 275,000 | 275,000 | 275,000 |
| Total | | | $ 45,985,430 | $ 5,110,000 | $ 2,768,664 |

[(1)] This amount is advanced yearly from the City's general fund to cover personnel costs and is repaid annually from the increase in the base assessed valuation urban renewal areas.

Source: City of Davenport Finance Department.

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## *Other Debt*

As presented in Table 20, the City has other revenue debt outstanding.

**Table 20**
**Other Debt**

| Date of Issue | Original Amount | Purpose | Security | Final Maturity | Principal Outstanding as of May 10, 2023 |
|---|---|---|---|---|---|
| 6/10 | $ 10,000,000 | Improvements | Sewer Net Revenues | 6/41 | $ 7,383,000 |
| 12/15 | 5,781,107 [1] | Improvements | Sewer Net Revenues | 6/34 | 3,584,000 |
| 4/16 | 7,538,000 | Improvements | Sewer Net Revenues | 6/36 | 5,581,000 [2] |
| 12/11 | 310,791 | Rail Extension | Land | 1/26 | 93,238 [3] |
| 8/16 | 1,953,840 | Recycling Carts | Solid Waste Net Revenues | 9/26 | 697,806 [4] |
| 12/19 | 10,387,000 | Improvements | Sewer Net Revenues | 6/40 | 9,524,000 [5] |
| 3/20 | 299,677 | Golf Carts | Golf Course Net Revenue | 10/24 | 156,106 |
| 3/20 | 35,561 | Golf Carts | Golf Course Net Revenues | 10/24 | 18,556 |
| 8/20 | 8,249,000 | Improvements | Sewer Net Revenues | 6/41 | 7,909,000 [6] |

[1] Original amount was $7,085,000; the City drew only $5,286,107. The loan was then amended and refunded to add $495,000 in principal for a sponsored project on December 8, 2015.
[2] The City has drawn $6,663,022 of the $7,538,000 as of January 2023. Principal outstanding assumes the City will draw the full amount.
[3] The loan agreement with the Iowa Department of Transportation was reworked due to a change in the completion date of the project.
[4] Loan agreement with the Scott County Solid Waste Commission.
[5] The City has drawn $9,680,376 of the $10,387,000 as of January 2023. Principal outstanding assumes the City will draw the full amount.
[6] The City has drawn $7,045,026 of the $8,249,000 as of January 2023. Principal outstanding assumes the City will draw the full amount.

## *Industrial Revenue Bonds*

Since 1976, the City has authorized the issuance of industrial development revenue bonds under the provisions of Chapter 419 of the Code of Iowa. The bonds and related interest are the sole responsibility of the issuers, and the bond principal and interest do not constitute liabilities of the City.

## *Future Financing*

The City has no plans to issue additional general obligation bonds within 90 days of this Preliminary Official Statement.

# FINANCIAL INFORMATION

## *Financial Reports*

The responsibility for the financial function within the City rests with the CFO/Assistant City Administrator. The CFO/Assistant City Administrator administers a broad and integrated fiscal operation consisting of treasury management, budget formulation and execution (including grants administration), appropriation and general accounting, revenue collections, data processing and purchasing.

Prior to Fiscal Year 1981, the City's accounting records for general governmental operations were maintained on a cash basis. Beginning in Fiscal Year 1981, the City's records have been maintained consistent with generally accepted accounting principles.

Prior to March 31, the budget is legally enacted through City Council action. The State of Iowa requires the passage of a budget of total City operating expenditures by major program categories which may not be over expended unless amended. The operating budget by program includes the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund and Proprietary Funds. Administrative control is maintained through the establishment of more detailed line item budgets.

A six-year capital improvement program provides the basis for formulation of the annual capital budget. As part of the capital budget process, departments are required to project the impact of the capital project being requested on the operating budget for the ensuing fiscal year and five subsequent years. The impact is considered and weighed accordingly when developing the actual capital improvement plan.

## *Certificates of Achievement*

The Government Finance Officers Association of the United States and Canada ("GFOA") awarded a Certificate of Achievement for Excellence in Financial Reporting to the City for its Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2021. In order to be awarded a Certificate of Achievement for Excellence in Financial Reporting, a governmental unit must publish an easily readable and efficiently organized comprehensive annual financial report whose contents conform to program standards. Such reports must satisfy both generally accepted accounting principles and applicable legal requirements.

In addition, the City received the GFOA's Distinguished Budget Presentation Award for the Fiscal Year 2023 Budget document. To qualify for the Distinguished Budget Presentation Award, the City's budget document was judged to the proficient in several categories, including as a policy document, a financial plan, and operations guide and a communication device.

## *Risk Management*

The City has established a Risk Management Fund for self-insurance related to general and automobile liability, property, and workers' compensation claims which is included in the Internal Service Fund type. Self-insurance was in effect up to individual stop loss amounts per occurrence of $500,000 for general and auto liability, $100,000 for property and $2,000,000 for workers' compensation for 2022. Coverage from private insurers is maintained for losses in excess of the individual stop loss amounts. All claims handling procedures are performed by the risk management division of the Human Resource Department with oversight from the Chief Financial Officer. A private attorney specializing in workers' compensation law is retained to defend workers' compensation claims filed with the state Workers' Compensation Commissioner by claimants. Incurred but not reported claims have been accrued as a liability based upon an independent actuarial study. No settlements exceeded insurance coverage for the past three fiscal years. There were no significant reductions in insurance coverage during the past year. Based on experience, $8,486,588 of the claims payable as of June 30, 2022 is considered current and due within one year.

In addition, the City has established an Employee Insurance Fund for insurance benefits provided to City employees and covered dependents, which is included in the Internal Service Fund type. Health benefits were self-insured up to a specific annual stop loss amount of $190,000 per member, and an aggregate annual stop loss amount of approximately $15,000,000 for 2022. Coverage from a private insurance company is maintained for losses in excess of the aggregate stop loss amount. All claims handling procedures are performed by an independent claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims lag report provided by the third party administrator. No settlements exceeded insurance coverage for the past three fiscal years. There were no significant reductions in insurance coverage during the past year. Based on experience, the claims payable balance of $948,629 as of June 30, 2022 is considered current and due within one year.

## *Results of Operations*

Statements of revenues and expenditures of the operating funds of the City have been compiled from the City's financial reports. They have been organized in such a manner as to facilitate year to year comparisons. Table 21 presents a statement of revenues, expenditures and changes in fund balance for the City's General Fund for the Fiscal Years ended June 30, 2019 through 2022 derived from the City's Comprehensive Annual Financial Reports and Annual Comprehensive Financial Reports. In addition, the City has included its budget for Fiscal Year 2023. Table 22 and Table 23 present statement of revenues, expenditures and changes in fund balance for the City's Special Revenue Funds and Debt Service Fund, respectively, for the Fiscal Years ended June 30, 2019 through 2022 derived from the City's Comprehensive Annual Financial Reports and Annual Comprehensive Financial Reports. In addition, the City has included its budget for Fiscal Year 2023.

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**Table 21**
**Statement of Revenues, Expenditures and Changes in Fund Balance - General Fund** [1]
(Years Ended June 30)

| | Budget 2023 | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Taxes | $ 72,894,245 | $ 71,420,651 | $ 70,826,581 | $ 66,042,040 | $ 64,204,458 |
| Licenses and Permits | 1,924,100 | 3,293,786 | 2,518,495 | 2,064,778 | 2,012,764 |
| Intergovernmental | 2,510,880 | 6,255,080 | 8,903,896 | 5,175,448 | 5,010,779 |
| Charges for Services | 4,023,300 | 4,224,240 | 3,343,256 | 3,827,728 | 3,842,092 |
| Use of Monies & Property | 789,300 | 679,565 | 861,196 | 943,080 | 988,780 |
| Fines and Forfeits | 1,255,500 | 1,955,730 | 1,743,177 | 1,863,841 | 1,901,288 |
| Other | 559,124 | 986,607 | 854,312 | 732,508 | 684,795 |
| Total Revenue | 83,956,449 | 88,815,659 | 89,050,913 | 80,649,423 | 78,644,956 |
| Expenditures | | | | | |
| Current: | | | | | |
| Public Safety | 50,459,610 | 50,432,834 | 50,212,040 | 49,325,192 | 47,452,329 |
| Public Works | 3,807,833 | 4,340,738 | 4,603,285 | 3,975,563 | 4,179,439 |
| Culture and Recreation | 14,107,763 | 13,557,140 | 12,313,812 | 12,239,189 | 12,291,448 |
| Community & Economic Development | 1,145,322 | 1,076,244 | 927,276 | 1,431,834 | 1,041,991 |
| General Government | 13,283,262 | 13,044,031 | 11,312,023 | 10,706,934 | 10,235,942 |
| Total Expenditures | 82,803,790 | 82,450,987 | 79,368,436 | 77,678,712 | 75,201,149 |
| Excess of Revenue Over (Under) Expenditures | 1,152,659 | 6,364,672 | 9,682,477 | 2,970,711 | 3,443,807 |
| Other Financing Sources (Uses) | | | | | |
| Sale of Capital Assets | - | 239,658 | 13,044 | 23,065 | 25,400 |
| Operating Transfers (Net) | (1,228,293) | (761,150) | (2,303,572) | (2,559,052) | (1,495,468) |
| Total Other Financing Sources (Uses) | (1,228,293) | (521,492) | (2,290,528) | (2,535,987) | (1,470,068) |
| Excess of Revenue and Other Sources Over (Under) Expenditures and Other Uses | (75,634) | 5,843,180 | 7,391,949 | 434,724 | 1,973,739 |
| Beginning Fund Balance | 36,885,447 | 31,042,267 | 23,606,635 | 22,779,838 | 20,806,099 |
| Ending Fund Balance | $ 36,809,813 | $ 36,885,447 | $ 30,998,584 | $ 23,214,562 | $ 22,779,838 |

[1] The General Fund is the general operating fund of the City. It accounts for all financial resources except those required legally or by

Source: The City's Comprehensive Annual Financial Reports, Annual Comprehensive Financial Reports and internal documents of the City.

**Table 22**
**Statement of Revenues, Expenditures and Changes in Fund Balance - Special Revenue Funds** [1]
(Years Ended June 30)

| | Budget 2023 | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Taxes [2] | $ 18,336,058 | $ 25,703,142 | $ 21,891,454 | $ 20,112,042 | $ 18,122,438 |
| Special Assessments | 7,500 | 78,747 | 11,506 | 118,084 | 7,520 |
| Licenses and permits | 100,000 | 169,428 | 162,058 | 174,696 | 85,856 |
| Intergovernmental | 23,764,642 | 21,894,939 | 21,841,239 | 19,856,519 | 18,947,896 |
| Charges for Services | 255,000 | 234,463 | 184,177 | 240,660 | 329,760 |
| Use of Monies and Property | 265,000 | 864,777 | 455,131 | 463,761 | 384,160 |
| Revolving Loan Repayments | 720,000 | 968,173 | 1,416,342 | 531,235 | 771,645 |
| Other | 116,000 | 382,839 | 749,898 | 1,214,094 | 1,171,857 |
| Total Revenue | 43,564,200 | 50,296,508 | 46,711,805 | 42,711,091 | 39,821,132 |
| Expenditures | | | | | |
| Debt Service: | | | | | |
| Principal retirement | - | - | 70,000 | 65,000 | 60,000 |
| Interest | - | - | 3,500 | 6,750 | 11,321 |
| Bond issue expense | - | - | - | - | - |
| Public Safety | 642,819 | 995,537 | 471,124 | 492,673 | 552,083 |
| Public Works | 15,280,388 | 14,291,739 | 14,043,334 | 14,509,308 | 14,737,019 |
| Culture and Recreation | 641,799 | 482,857 | 264,086 | 304,743 | 402,789 |
| Community & Economic Development | 12,504,329 | 11,081,962 | 9,712,371 | 8,917,561 | 8,930,172 |
| General Government | 430,796 | 387,315 | 262,879 | 215,426 | 261,265 |
| Total Expenditures | 29,500,131 | 27,239,410 | 24,827,294 | 24,511,461 | 24,954,649 |
| Excess of Revenue Over (Under) Expenditures | 14,064,069 | 23,057,098 | 21,884,511 | 18,199,630 | 14,866,483 |
| Other Financing Sources (Uses) | | | | | |
| Sale of Fixed Assets | - | 67,232 | 65,881 | 20,040 | 9,765 |
| Operating Transfers (Net) | (14,291,706) | (20,603,616) | (17,148,362) | (14,829,963) | (13,223,473) |
| Refunding proceeds | - | - | - | - | - |
| Premium on debt issued | - | - | - | - | - |
| Total Other Financing Sources (Uses) | (14,291,706) | (20,536,384) | (17,082,481) | (14,809,923) | (13,213,708) |
| Excess of Revenue and Other Sources Over (Under) Expenditures and Other Uses [2] | (227,637) | 2,520,714 | 4,802,030 | 3,389,707 | 1,652,775 |
| Beginning Fund Balance | 25,627,998 | 23,107,284 | 18,300,373 | 14,891,982 | 13,239,207 |
| Ending Fund Balance | $ 25,400,361 | $ 25,627,998 | $ 23,102,403 | $ 18,281,689 | $ 14,891,982 |

[1] Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. The City's Special Revenue Funds consist of the Road Use Tax Fund, the Community Development Act Fund, the Housing and Urban Development Section 8 Fund, the Local Option Sales Tax Fund, the Riverfront Improvement Fund, the Municipal Improvement District Fund, the Revolving Loan Fund, the Home Investment Partnership Fund, Miscellaneous Grants Funds, Youth Sports Fund and American Rescue Plan Act fund.
[2] Includes proceeds of a 1% sales tax to be used for property tax relief and public improvements.

Source: The City's Comprehensive Annual Financial Reports, Annual Comprehensive Financial Reports and internal documents of the City.

**Table 23**
**Statement of Revenues, Expenditures and Changes in Fund Balance - Debt Service Fund** [1]
(Years Ending June 30)

| | Budget 2023 | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|---|
| Revenue | | | | | |
| Taxes | $ 17,748,092 | $ 17,556,876 | $ 16,552,056 | $ 15,193,692 | $ 16,084,634 |
| Special Assessments | 20,000 | 41,901 | 6,882 | 24,735 | 28,825 |
| Intergovernmental | 190,000 | 680,239 | 639,287 | 678,904 | 736,691 |
| Use of Monies and Property | 105,000 | 270,397 | 588,183 | 582,078 | 789,133 |
| Other | 700,000 | 147,400 | 158,400 | 169,000 | 689,200 |
| Total Revenue | 18,763,092 | 18,696,813 | 17,944,808 | 16,648,409 | 18,328,483 |
| Expenditures | | | | | |
| Current: | | | | | |
| Debt Service: | | | | | |
| Principal retirement | 19,381,079 | 18,605,684 | 23,350,000 | 29,069,915 | 16,677,040 |
| Interest and Fiscal Charges | 5,233,148 | 5,091,842 | 5,448,085 | 5,760,150 | 5,896,596 |
| Bond issue expense | - | 37,411 | 73,432 | 53,371 | - |
| Community & Economic Development | 4,235,000 | 4,961,986 | 3,707,364 | 2,774,559 | 2,413,690 |
| General Government | - | 3,000 | 4,000 | 3,000 | 3,000 |
| Total Expenditures | 28,849,227 | 28,699,923 | 32,582,881 | 37,660,995 | 24,990,326 |
| Excess of Revenue Over (Under) Expenditures | (10,086,135) | (10,003,110) | (14,638,073) | (21,012,586) | (6,661,843) |
| Other Financing Sources (Uses) | | | | | |
| Debt Proceeds | - | - | | - | - |
| Operating Transfers (Net) | 9,925,000 | 14,263,278 | 11,419,812 | 10,080,171 | 9,861,631 |
| Sale of capital assets | - | - | 239,700 | - | - |
| Refunding proceeds | - | 6,760,000 | 5,294,666 | 11,690,000 | - |
| Payment to refunding bond agent | | (7,780,000) | | - | - |
| Premium on debt issued | - | 1,061,071 | 723,928 | - | - |
| Total Other Financing Sources (Uses) | 9,925,000 | 14,304,349 | 17,678,106 | 21,770,171 | 9,861,631 |
| Excess of Revenue and Other Sources Over (Under) Expenditures and Other Uses [2] | (161,135) | 4,301,239 | 3,040,033 | 757,585 | 3,199,788 |
| Beginning Fund Balance | 34,914,203 | 30,612,964 | 27,572,931 | 26,815,346 | 17,235,558 |
| Ending Fund Balance | $ 34,753,068 | $ 34,914,203 | $ 30,612,964 | $ 27,572,931 | $ 20,435,346 |

(1) The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long term debt principal, interest and other costs.

(1) The Debt Service Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and other costs.
(2) The beginning net position for FY19 has been restated by $6,380,000.

Source: The City's Comprehensive Annual Financial Reports, Annual Comprehensive Financial Reports and internal documents of the City

The largest expenditures by program for the City is public safety. Table 24 presents the general governmental expenditures by program for the City for the past five fiscal years.

**Table 24**
**Expenditures By Program** [1]

| Fiscal Year | Debt Service | Public Safety | Public Works | Culture and Recreation | Community & Economic Development | General Government | Total |
|---|---|---|---|---|---|---|---|
| 2022 | $ 31,514,937 | $ 51,236,579 | $ 18,632,477 | $ 13,893,418 | $ 15,657,837 | $ 13,309,630 | $ 144,244,878 |
| 2021 | 28,945,017 | 50,683,164 | 18,646,620 | 12,577,899 | 14,347,011 | 11,578,900 | 136,778,611 |
| 2020 | 34,955,186 | 49,817,865 | 18,484,871 | 12,543,932 | 13,123,954 | 10,925,360 | 139,851,168 |
| 2019 | 22,644,957 | 48,004,412 | 18,916,458 | 12,694,237 | 12,385,853 | 10,500,207 | 125,146,124 |
| 2018 | 41,190,602 | 44,803,202 | 17,783,827 | 12,463,193 | 15,499,334 | 10,108,244 | 141,848,402 |

[1] Includes General, Special Revenue, and Debt Service Funds.

Source: The City's Comprehensive Annual Financial Reports and Annual Comprehensive Financial Reports.

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Property taxes are the largest source of income for the City. Table 25 presents general governmental revenue by source for the past five years.

**Table 25**
**Revenues by Source** [1]

| Fiscal Year | Taxes | Special Assessments | Licenses and Permits | Inter-Governmental | Uses of Monies and Property | Charges for Services | Fines and Forfeits | Other | Total |
|---|---|---|---|---|---|---|---|---|---|
| 2022 | $ 114,680,669 | $ 120,648 | $ 3,463,214 | $ 28,058,608 | $ 1,811,762 | $ 4,350,472 | $ 1,955,730 | $ 2,416,526 | $ 156,857,629 |
| 2021 | 109,270,091 | 18,388 | 2,680,553 | 31,384,422 | 1,904,510 | 3,527,433 | 1,743,177 | 3,178,952 | 153,707,526 |
| 2020 | 101,347,774 | 142,819 | 2,239,474 | 25,710,871 | 1,988,919 | 4,068,388 | 1,863,841 | 2,646,837 | 140,008,923 |
| 2019 | 98,411,530 | 36,345 | 2,098,620 | 24,695,366 | 2,162,073 | 4,171,852 | 1,901,288 | 3,317,497 | 136,794,571 |
| 2018 | 95,111,814 | 42,346 | 2,566,236 | 26,456,846 | 1,834,766 | 4,614,938 | 2,466,534 | 4,464,144 | 137,557,624 |

[1] Includes General, Special Revenue, and Debt Service Funds.

Source: The City's Comprehensive Annual Financial Reports and Annual Comprehensive Financial Reports.

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# PROPERTY VALUATIONS AND TAXES

## *Property Valuations and Tax Collection Procedures*

All property subject to taxation is valued in compliance with State law, every two years subject to an equalization action of the State Department of Revenue. All property except utility property is assessed at the local level. The State Department of Revenue assesses utility property.

The assessor establishes actual valuation (100%) as of January 1 in a calendar year for taxes payable in the succeeding fiscal year, *i.e.,* valuations made in 2022 are for taxes payable in the Fiscal Year 2023-24. The actual value of property is provided by the assessor to the County Auditor who then determines the taxable value. The taxable value is computed by adjusting the actual value of various classes of property by percentages (roll back rates) determined by the State Department of Revenue. The roll back rates are applied to classes of property on a state-wide basis so that the increase in actual valuations of property in the State will not exceed 3% annually.

For property values as of January 1, 2022 the taxable value roll back rate was 56.6501% of actual value for residential property; 91.6430% of actual value for agricultural property and 100.0000% of the actual value of utility property.

The residential taxable roll back rate of 56.6501% would apply to the value of each property unit of commercial, industrial and railroad property that exceeds zero dollars ($0), but does not exceed one hundred fifty thousand dollars ($150,000) with a taxable value roll back rate of 90.0000% to the value that exceeds one hundred fifty thousand dollars ($150,000).

Table 26 outlines the values of all property within the City for assessment years 2018 through 2022.

**Table 26**
**Assessment of Valuations of Taxable Property**

| Assessment Year | Fiscal Year | Actual Value [1] | Taxable Value [2] | Taxable Increment Value |
|---|---|---|---|---|
| 2022 [3] | 2024 | $ 8,476,328,519 | $ 4,987,967,264 | $ 225,818,166 |
| 2021 | 2023 | 8,195,553,445 | 4,997,839,494 | 216,395,538 |
| 2020 | 2022 | 7,728,110,392 | 4,845,164,020 | 223,269,687 |
| 2019 | 2021 | 7,668,372,933 | 4,789,598,797 | 182,623,128 |
| 2018 | 2020 | 7,241,747,455 | 4,588,800,639 | 187,047,180 |

[1] Includes all utilities, agricultural land, agricultural buildings and Taxable Increment Value with military exemption deducted.
[2] Includes all utilities, agricultural land and agricultural buildings with military exemption deducted and excludes Taxable Increment Value.
[3] The January 1, 2022 valuations are now available and will become effective July 1, 2023.

Source: Iowa Department of Management website.

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Table 27 lists the classes of property which comprise the City's assessment year 2021 property values by category.

**Table 27**
**2021 Property Values by Category**

| Category | Actual Value | Taxable Value | % of Gross Taxable Value |
|---|---|---|---|
| Residential | $ 5,150,387,832 | $ 2,778,596,921 | 58.10% |
| Commercial | 1,897,786,423 | 1,696,511,196 | 35.48% |
| Industrial | 186,034,209 | 160,016,517 | 3.35% |
| Multiresidential | 216,216,383 | 135,310,432 | 2.83% |
| Utilities | 6,428,569 | 6,428,569 | 0.13% |
| Other (railroads) | 5,628,106 | 5,065,295 | 0.11% |
| Gross Valuation | $ 7,462,481,522 | $ 4,781,928,930 | 100.00% |
| Less: Military Exemption | (6,852,400) | (6,852,400) | |
| Net Valuation | $ 7,455,629,122 | $ 4,775,076,530 | |
| TIF increment (used to compute debt service levies and constitutional debt limit) | $ 216,395,538 | $ 216,395,538 | |
| Taxed Separately: | | | |
| Agricultural Land | $ 23,253,148 [1] | $ 20,704,678 [1] | |
| Agricultural Building | 1,019,690 | 907,939 | |
| Gas & Electric Utilities | 499,255,947 | 201,150,347 | |

[1] Military exemption of $1,852 is deducted.

Source: Iowa Department of Management.

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## *Property Tax Levies and Collections*

Property tax payments are made at the office of each county treasurer in full or one-half by September 30 and March 31, pursuant to the Code of Iowa, Sections 445.36 and 445.37. Where the first half of any property tax has not been paid by October 1, such installment becomes delinquent. If the second installment is not paid, it becomes delinquent on April 1. Delinquent taxes and special assessments are subject to a penalty at the rate of one and one-half percent per month.

If taxes are not paid when due, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property, and funds so received are applied to the payment of taxes. A property owner may redeem from the regular tax sale, but failing redemption within two years, the tax sale purchaser is entitled to a deed which in general conveys the title free and clear of all liens except future installments of taxes.

Table 28 outlines tax levies, tax rates and tax collections for the City.

**Table 28**
**Tax Levies and Collections**
**in the City of Davenport**

| | City Tax Rates [1][2] | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Fiscal Year | Agricultural Land [3] | All Other [4] | SMID Tax Rate [5] | Total Tax Levy | Current Tax Collections | Percent of Levy Collected | Delinquent Tax Collections | Total Tax Collections | Percent of Total Tax |
| 2022 | 3.00 | 16.78 | [6] | $ 89,753,164 | $ 87,953,829 | 98.00% | $ 36,459 | $ 87,990,288 | 98.04% |
| 2021 | 3.00 | 16.78 | [6] | 87,895,592 | 85,743,153 | 97.55% | 1,664,425 | 87,407,578 | 99.44% |
| 2020 | 3.00 | 16.78 | [6] | 84,707,756 | 80,824,413 | 95.42% | 288,168 | 81,112,581 | 95.76% |
| 2019 | 3.00 | 16.78 | [6] | 81,051,882 | 79,395,628 | 97.96% | 118,357 | 79,513,985 | 98.10% |
| 2018 | 3.00 | 16.78 | [6] | 77,183,627 | 75,926,282 | 98.37% | 34,166 | 75,960,448 | 98.42% |

[1] City taxes support General Fund activities, debt service payments, liability insurance expense, the City's share of FICA and IPERS expense, payments to the Police and Fire retirement and pension systems, life and health insurance expense and unemployment compensation expense.
[2] Tax rates are in dollars per thousand taxable valuation.
[3] This tax rate is the only rate applied to agricultural land. The tax rate for agricultural land is established by the State of Iowa.
[4] This tax rate is applied to all property except agricultural land.
[5] The Downtown Davenport Development Self-Supported Municipal Improvement District (DDDSSMID) tax rate is levied on property within this special district in the Downtown area to support downtown capital improvement projects. This rate is applied in addition to the rate for all City purposes.
[6] Beginning July 1, 1997, four self-supported municipal improvement districts exist, with tax levies varying from 2.00 to 5.50.

Source: City of Davenport Finance Department.

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## *Taxes Per $1,000 of Taxable Value*

Table 29 shows the tax rates per $1,000 of taxable value for the City and all overlapping governments in the Fiscal Years 2023 through 2019.

**Table 29**
**Property Tax Rates**
**All Overlapping Governments**
**Last Five Fiscal Years**

| Assessment Year | Fiscal Year | Scott County | School | Area IX College | Other[1] | City of Davenport | Total |
|---|---|---|---|---|---|---|---|
| 2021 | 2023 | 5.95000 | 15.59716 | 0.94542 | 0.37025 | 16.78000 | 39.64283 |
| 2020 | 2022 | 6.04197 | 15.29534 | 0.92357 | 0.32949 | 16.78000 | 39.37037 |
| 2019 | 2021 | 6.21304 | 15.29549 | 0.82406 | 0.33425 | 16.78000 | 39.44684 |
| 2018 | 2020 | 5.99401 | 15.26852 | 0.99000 | 0.38737 | 16.78000 | 39.41990 |
| 2017 | 2019 | 5.82167 | 15.45640 | 1.03000 | 0.39642 | 16.78000 | 39.48449 |

[1] Other includes City Assessor, Scott County Ag. Extension and State of Iowa tax rates.

Source: Scott County Auditor.

Table 30 presents the City's tax rates per $1,000 of taxable value for the City's operating and debt service funds for the Fiscal Years 2023 through 2019.

**Table 30**
**Tax Rate Comparison**
**By Operating Funds**

| Fund | 2023 | 2022 | 2021 | 2020 | 2019 |
|---|---|---|---|---|---|
| General | 8.10000 | 8.10000 | 8.10000 | 8.10000 | 8.10000 |
| Tort Liability | 0.25000 | 0.25000 | 0.25000 | 0.25000 | 0.25000 |
| Trust & Agency | 4.93000 | 4.93001 | 4.93001 | 4.93000 | 4.93000 |
| Library | 0.27000 | 0.27000 | 0.27000 | 0.27000 | 0.27000 |
| Transit | 0.91000 | 0.91000 | 0.91000 | 0.91000 | 0.91000 |
| Emergency | 0.27000 | 0.27000 | 0.27000 | 0.27000 | 0.27000 |
| Total Operating Funds | 14.73000 | 14.73001 | 14.73001 | 14.73000 | 14.73000 |
| Debt Service | 2.05000 | 2.04999 | 2.04999 | 2.05000 | 2.05000 |
| Total All Funds | 16.78000 | 16.78000 | 16.78000 | 16.78000 | 16.78000 |

Source: City of Davenport Finance Department.

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### *Principal Taxpayers*

A list of ten larger taxpayers within the City and their assessment year 2021 taxable valuations (taxes payable July 1, 2022 through June 30, 2023) are presented in Table 31.

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Scott County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

**Table 31**
**Principal Taxpayers**

| Name of Property | Property | Taxable Valuation | % of Total Taxable Value [1] |
|---|---|---|---|
| Mid American Energy | Utility | $ 159,903,799 | 3.08% |
| Sterilite Corporation | Commercial | 57,721,581 | 1.11% |
| Rhythm City Casino LLC | Commercial | 57,200,787 | 1.10% |
| Kraft Heinz Foods Company | Commercial | 43,545,339 | 0.84% |
| Iowa-American Water Co. | Utility | 41,412,162 | 0.80% |
| Macerich North Park Mall LLC | Shopping Center | 38,388,888 | 0.74% |
| THF Davenport North Development | Commercial | 34,691,436 | 0.67% |
| John Deere Construction & Forestry Co. | Commercial | 28,106,784 | 0.54% |
| Genesis Health System | Commercial | 24,515,693 | 0.47% |
| S J Russell LC | Commercial | 22,929,723 | 0.44% |
| Total | | $ 508,416,192 | 9.79% |

[1] Based on the City's 1/1/2021 Debt Service Levy Valuation of $5,192,622,415.

Source: Scott County Auditor.

### *Local Option Sales Tax*

Davenport citizens approved a one cent local option sales tax which has been in effect since January 1, 1989. Sixty percent of the proceeds are to be used for property tax relief and forty percent for capital improvements. The City collected $20,345,880 of local option sales tax in Fiscal Year ended June 30, 2021. Local option sales tax collections were $24,386,876 in Fiscal Year ended June 30, 2022.

## MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, of Des Moines, Iowa, as Municipal Advisor in connection with the issuance of the Bonds. In preparing the Preliminary Official Statement, the Municipal Advisor has relied upon governmental officials, and other sources, who have access to relevant data to provide accurate information for the Preliminary Official Statement, and the Municipal Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of such information. The Municipal Advisor is not a public accounting firm and has not been engaged by the City to compile, review, examine or audit any information in the Preliminary Official Statement in accordance with accounting standards. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities and therefore will not participate in the underwriting of the Bonds.

Requests for information concerning the City should be addressed to PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309 (515-724-5724).

## RATINGS

The Bonds are rated 'AA' from S&P Global Ratings ("S&P") and 'Aa3' from Moody's Investors Service, Inc. ("Moody's"). In addition, the City's outstanding general obligation bonds are rated 'AA' by S&P, with a stable outlook, and 'Aa3' by Moody's Investors Service, Inc. ("Moody's). Each rating reflects only the views of S&P or Moody's, respectively, and an explanation of the significance of such rating may be obtained only from S&P or Moody's, as applicable. A rating is subject to change or withdrawal at any time, and such revision or withdrawal of a rating may have an adverse effect on the marketability or market price of the Bonds.

## LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds and with regard to the tax-exempt status of the interest thereon (see "TAX EXEMPTION AND RELATED TAX MATTERS" herein) are subject to the approving legal opinion of Dorsey & Whitney LLP, Des Moines, Iowa, Bond Counsel, a form of which is attached hereto as APPENDIX B. Signed copies of the opinion, dated and premised on law in effect as of the date of original delivery of the Bonds, will be delivered to the purchaser at the time of such original delivery. The Bonds are offered subject to prior sale and to the approval of legality of the Bonds by Bond Counsel.

The legal opinion will express the professional judgment of Bond Counsel and by rendering a legal opinion, Bond Counsel does not become an insurer or guarantor of the result indicated by that expression of professional judgment or of the transaction or the future performance of the parties to the transaction.

Bond Counsel has not been engaged, nor has it undertaken, to prepare or to independently verify the accuracy of the Preliminary Official Statement, including but not limited to financial or statistical information of the City and risks associated with the purchase of the Bonds, except Bond Counsel has reviewed and/or prepared the information and statements contained in the Preliminary Official Statement under "TAX EXEMPTION AND RELATED TAX MATTERS" and "LEGAL MATTERS" and the "Authorization and Purpose" section under the heading "DESCRIPTION OF THE BONDS" insofar as such statements contained under such captions purport to summarize certain provisions of the Internal Revenue Code of 1986, the Bonds and any opinions rendered by Bond Counsel. Bond Counsel has prepared the documents contained in APPENDIX B, APPENDIX C and APPENDIX D.

## TAX EXEMPTION AND RELATED TAX MATTERS

Federal Income Tax Exemption: The opinion of Bond Counsel will state that under present laws and rulings, interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excluded from gross income for federal income tax purposes, and is not treated as a preference item in calculating the federal alternative minimum tax imposed under the Internal Revenue Code of 1986 (the "Code").

The opinion set forth in the preceding sentence will be subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bonds. In the ordinance authorizing the issuance of the Bonds, the City will covenant to comply with all such requirements.

There may be certain other federal tax consequences to the ownership of the Bonds by certain taxpayers, including without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security and Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will express no opinion with respect to other federal tax consequences to owners of the Bonds. Prospective purchasers of the Bonds should consult with their tax advisors as to such matters.

State of Iowa Income Taxes: The interest on the Bonds is NOT exempt from present Iowa income taxes.

Proposed Changes in Federal and State Tax Law: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein or adversely affect the marketability or market value of the Bonds or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. Further, such proposals may impact the marketability or market value of the Bonds simply by being proposed. No prediction is made whether such provisions will be enacted as proposed or concerning other future legislation affecting the tax treatment of interest on the Bonds. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax exempt status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

NOT Qualified Tax-Exempt Obligations: In the ordinance authorizing the issuance of the Bonds, the City will NOT designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations. In the opinion of Bond Counsel, the Bonds are NOT "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Original Issue Discount: The Bonds maturing in the years _____ (collectively, the "Discount Bonds") are being sold at a discount from the principal amount payable on such Discount Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the "Issue Price") and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner's federal tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity).

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Discount Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Discount Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Discount Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

An owner of a Discount Bond who disposes of such Discount Bond prior to maturity should consult owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

Owners who purchase Discount Bonds in the initial public offering but at a price different than the Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

Original issue discount that accrues in each year to an owner of a Discount Bond may result in collateral federal income tax consequences to certain taxpayers. No opinion is expressed as to state and local income tax treatment of original issue discount. All owners of Discount Bonds should consult their own tax advisors with respect to the federal, state, local and foreign tax consequences associated with the purchase, ownership, redemption, sale or other disposition of Discount Bonds.

Original Issue Premium: The Bonds maturing in the years _____ are being issued at a premium to the principal amount payable at maturity. Except in the case of dealers, which are subject to special rules, Bondholders who acquire the Bonds at a premium must, from time to time, reduce their federal tax bases for the Bonds for purposes of determining gain or loss on the sale or payment of such Bonds. Premium generally is amortized for federal income tax purposes on the basis of a bondholder's constant yield to maturity or to certain call dates with semiannual compounding. Bondholders who acquire any Bonds at a premium might recognize taxable gain upon sale of the Bonds, even if such Bonds are sold for an amount equal to or less than their original cost. Amortized premium is not deductible for federal income tax purposes. Bondholders who acquire any Bonds at a premium should consult their tax advisors concerning the calculation of bond premium and the timing and rate of premium amortization, as well as the state and local tax consequences of owning and selling the Bonds acquired at a premium.

## BONDHOLDERS' RISKS

An investment in the Bonds involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the appendices hereto) in order to make a judgment as to whether the Bonds are an appropriate investment.

Global Health Emergency Risk: The City is monitoring daily developments and directives of federal, state and local officials to determine what precautions and procedures may need to be implemented by the City in the event of the continued spread of COVID-19. Some procedures and precautions resulting from the spread of COVID-19 with respect to operations, personnel and services may be mandated by federal and/or state entities. The continued spread of COVID-19 in the future and the continued financial impact specifically on the City, and financial markets generally, may have the following adverse financial impacts: (i) limit the ability of the City to conduct its operations and provide services on a timely basis, if at all, (ii) significantly increase the cost of operations of the City, (iii) significantly impact the ability of the City to provide personnel to carry out the services routinely provided by the City; (iv) affect financial markets and consequently materially adversely affect the returns on and value of the City's investment portfolio, and (v) affect the secondary market with respect to the Bonds. Finally, the continued spread of COVID-19 could alter the behavior of businesses and people in a manner that could have negative effects on economic activity, and therefore adversely affect the financial condition of the City, either directly or indirectly.

Tax Levy Procedures: The Bonds are general obligations of the City, payable from and secured by a continuing ad-valorem tax levied against all of the taxable property within the boundaries of the City. As part of the budgetary process of the City, each fiscal year the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the boundaries of the City. A failure on the part of the City to make a timely levy request, or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service on the Bonds for a particular fiscal year, may cause bondholders to experience delay in the receipt of distributions of principal of and/or interest on the Bonds.

Changes in Property Taxation: The Bonds are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE BONDS" herein.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Any alteration in property taxation structure could affect property tax revenues available to pay the Bonds. Historically, the Iowa General Assembly has applied changes in property taxation structure on a prospective basis; however, there is no assurance that future changes in property taxation structure by the Iowa General Assembly will not be retroactive. It is impossible to predict the outcome of future property tax changes by the Iowa General Assembly or their potential impact on the Bonds and the security for the Bonds.

Matters Relating to Enforceability of Agreements: Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Bonds, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the ordinance for the Bonds.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the ordinance for the Bonds. The remedies available to the bondholders upon an event of default under the ordinance for the Bonds or the Loan Agreement, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Loan Agreement or the ordinance for the Bonds may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in these documents. The legal opinion to be delivered concurrently with the delivery of the Bonds will be

qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given, that the enforcement of any remedies will result in sufficient funds to pay all amounts due under the ordinance for the Bonds, including principal of and interest on the Bonds.

Secondary Market: There can be no guarantee that there will be a secondary market for the Bonds or, if a secondary market exists, that such Bonds can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history of economic prospects connected with a particular issue, secondary marketing practices in connection with a particular note or bond issue are suspended or terminated. Additionally, prices of bond or note issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price of the Bonds.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE BONDS, IF ANY, COULD BE LIMITED.

Ratings Loss: The Bonds are rated '__' from S&P and '__' from Moody's. In addition, the City's outstanding general obligation long-term debt is rated 'AA' by S&P and 'Aa3' by Moody's. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance that the rating will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of the rating agencies, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Bonds. Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Bonds.

Bankruptcy and Insolvency: The rights and remedies provided in the ordinance for the Bonds may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Bonds, and the ordinance for the Bonds, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Bonds could be prohibited from taking any steps to enforce their rights under the ordinance for the Bonds. In the event the City fails to comply with its covenants under the ordinance for the Bonds or fails to make payments on the Bonds, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Bonds.

Under Iowa Code Chapter 76 sections 76.16 and 76.16A of the Act, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, "debt" means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized bond issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) that all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) that such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) that as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) that the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "anticipated," "plan," "expect," "projected," "estimate," "budget," "pro forma," "forecast," "intend," and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences

between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Bonds.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies in the amount of $1 million (covering legal, forensic, & public relations/crisis management) and $3 million for the aggregate limit of liability to cover aspects of a cyber-attack. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. However, the Bonds are secured by an unlimited ad valorem property tax as described more fully in the "Security" section under "DESCRIPTION OF THE BONDS" herein.

Tax Matters and Loss of Tax Exemption: As discussed under "TAX EXEMPTION AND RELATED TAX MATTERS" herein, the interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Bonds, as a result of acts or omissions of the City in violation of its covenants in the ordinance for the Bonds. Should such an event of taxability occur, the Bonds would not be subject to a special redemption and would remain outstanding until maturity or until redeemed under the redemption provisions contained in the Bonds, and there is no provision for an adjustment of the interest rate on the Bonds.

It is possible that actions of the City after the closing of the Bonds will alter the tax-exempt status of the Bonds, and, in the extreme, remove the tax-exempt status from the Bonds. In that instance, the Bonds are not subject to mandatory prepayment, and the interest rate on the Bonds does not increase or otherwise reset. A determination of taxability on the Bonds, after closing of the Bonds, could materially adversely affect the value and marketability of the Bonds.

DTC-Beneficial Owners: Beneficial Owners of the Bonds may experience some delay in the receipt of distributions of principal of and interest on the Bonds since such distributions will be forwarded by the paying agent to DTC and DTC will credit such distributions to the accounts of the Participants which will thereafter credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the paying agent will have any responsibility or obligation to assure that any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Bonds can be effected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Bonds to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Bonds, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See "Book-Entry-Only-Issuance" section under "DESCRIPTION OF THE BONDS" herein

Proposed Federal Tax Legislation: From time to time, Presidential proposals, federal legislative committee proposals or legislative proposals are made that would, if enacted, alter or amend one or more of the federal tax matters described herein in certain respects or would adversely affect the market value of the Bonds. It cannot be predicted whether or in what forms any of such proposals that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds. See "TAX EXEMPTION AND RELATED TAX MATTERS" herein.

Pension and OPEB Information: The City contributes to the Iowa Public Employees' Retirement System ("IPERS"), which is a state-wide multiple-employer cost-sharing defined benefit pension plan administered by the State of Iowa. IPERS provides retirement and death benefits which are established by State statute to plan members and beneficiaries. All full-time employees of the City are required to participate in IPERS except for those covered by another retirement system. IPERS plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to IPERS. Contribution amounts are set by State statute. The IPERS Annual Comprehensive Financial Report for its Fiscal Year ended June 30, 2022 (the "IPERS ACFR") indicates that as of June 30, 2022, the date of the most recent actuarial valuation for IPERS, the funded ratio of IPERS was 89.50%, and the unfunded actuarial liability was $4.615 billion. The IPERS ACFR identifies the IPERS Net Pension Liability/(Asset) at June 30, 2022, at approximately $3.778 billion, while its net pension liability/(asset) at

June 30, 2021 was approximately ($345.2) million. The IPERS ACFR is available on the IPERS website, or by contacting IPERS at 7401 Register Drive, Des Moines, IA 50321. See "APPENDIX A – ANNUAL COMPREHENSIVE FINANCIAL REPORT JUNE 30, 2022" for additional information on IPERS.

In Fiscal Year ended June 30, 2022, the City's IPERS contribution totaled approximately $3,244,415. The City is current in its obligations to IPERS.

Pursuant to Governmental Accounting Standards Board Statement No. 68, IPERS has allocated the net pension liability among its members, with the City's identified portion at June 30, 2022 at approximately $ 577,282. While the City's contributions to IPERS are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See "Retirement Systems and Other Post Employment Benefits" section under "THE CITY OF DAVENPORT" herein and APPENDIX A – ANNUAL COMPREHENSIVE FINANCIAL REPORT JUNE 30, 2022" for additional information on pension and liabilities of the City.

*Bond Counsel, the Municipal Advisor and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.*

The City contributes to Municipal Fire and Police Retirement System of Iowa ("MFPRSI"), which is a multiple-employer cost-sharing defined benefit pension plan for fire fighters and police officers, administered under Chapter 411 of the Code of Iowa. MFPRSI plan members are required to contribute a percentage of their annual salary, in addition to the City being required to make annual contributions to MFPRSI. Contribution amounts are set by State statute. The MFPRSI Actuarial Valuation Report indicates that as of July 1, 2022, the date of the most recent actuarial valuation for MFPRSI, the funded ratio of MFPRSI was 84.43%, and the unfunded actuarial liability was $568.4 million. The MFPRSI Financial Statements for its Fiscal Year ended June 30, 2022 (the "MFPRSI Report") identifies the MFPRSI Net Pension Liability at June 30, 2022, at approximately $ 561.5 million, while its net pension liability at June 30, 2022 was approximately $ 224.5 million. The MFPRSI Report is available on the MFPRSI website. See "APPENDIX A – ANNUAL COMPREHENSIVE FINANCIAL REPORT JUNE 30, 2022" for additional information on MFPRSI.

*Bond Counsel, the Municipal Advisor and the City undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.*

In Fiscal Year ended June 30, 2022, the City's MFPRSI contribution totaled approximately $ 6,383,734. The City is current in its obligations to MFPRSI.

Pursuant to Governmental Accounting Standards Board Statement No. 68, MFPRSI has allocated the net pension liability among its members, with the City's identified portion at June 30, 2022 at approximately $ 16,972,012. While the City's contributions to MFPRSI are controlled by state law, there can be no assurance the City will not be required by changes in State law to increase its contribution requirement in the future, which may have the effect of negatively impacting the finances of the City. See "Retirement Systems and Other Post Employment Benefits" section under "THE CITY OF DAVENPORT" herein and APPENDIX A – ANNUAL COMPREHENSIVE FINANCIAL REPORT JUNE 30, 2022" for additional information on MFPRSI.

The City sponsors a single-employer health care plan that provides a continuation option to retirees to purchase health benefits under the City's group health plan. The plan is administered by the City and the City has the authority to establish or amend the plan provisions or contribution requirements. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement No. 75. The plan does not issue a stand-alone financial report.

Benefits provided: As required under Iowa Code Chapter 509A.13, the City provides postemployment health benefits. Employees who have attained age 55 and have fifteen or more years of service with the City, or qualify for normal retirement as defined by IPERS, or qualify for normal retirement as defined by MFPRSI or are granted retiree status pursuant to a separation agreement with the City are eligible for retiree benefits. Eligible retirees and their dependents may purchase medical, prescription drug and dental insurance through the City's self-insured plan. As of June 30, 2022, there were 752 active and 45 retired members in the plan.

Contributions: The current funding policy of the City is to pay health claims as they occur. The City does not explicitly subsidize retiree health care coverage. Retirees pay 100% of the group rate calculated on the expected costs based on the entire group of active, COBRA participants and retirees. For Fiscal Year ended June 30, 2022, retirees receiving benefits contributed $ 744,826 through their required contribution of $1,070 per month for single health coverage, $ 1,701 per month for single plus one health coverage and $ 2,388 per month for family coverage.

The source of payment is the fund that pays the benefits for the current employees; either the General Fund or a proprietary fund. Other postemployment liabilities attributed to governmental activates are generally liquidated by the Employee Health Insurance Internal Service Fund. See "Retirement Systems and Other Post Employment Benefits" section under "THE CITY OF DAVENPORT" herein and APPENDIX A – ANNUAL COMPREHENSIVE FINANCIAL REPORT JUNE 30, 2022" for additional information.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the appendices hereto.

## NO LITIGATION

There is no litigation now pending or, to the knowledge of City officials, threatened which questions the validity of the Bonds or of any proceedings of the City taken with respect to the issuance or sale thereof.

It is the opinion of the City's Corporation Counsel, based upon the past experience of the payment of claims and judgment amounts, that there are presently no outstanding claims, litigation, impending litigation or contingent liabilities which would exceed the funds accumulated for this purpose and funds currently appropriated by the City Council for these purposes, and that outstanding claims and suits would not materially affect the financial position of the City as of the date of this Preliminary Official Statement.

## CLOSING DOCUMENTS

Simultaneously with the delivery of and payment for the Bonds by the original purchasers thereof, the City will furnish to the original purchasers the customary closing documents in form satisfactory to Bond Counsel.

## CERTIFICATION

The City will furnish a statement to the effect that this Preliminary Official Statement, to the best of its knowledge and belief as of the date of sale and the date of delivery, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

## MISCELLANEOUS

Any statements made in this Preliminary Official Statement involving matters of opinions or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Preliminary Official Statement by its CFO/Assistant City Administrator has been duly authorized by the City.

**CITY OF DAVENPORT, IOWA**

By: /s/ Mallory Merritt
CFO/Assistant City Administrator

# APPENDIX A

## ANNUAL COMPREHENSIVE FINANCIAL REPORT
## JUNE 30, 2022

# APPENDIX B

## FORM OF LEGAL OPINION

# APPENDIX C

## FORM OF CONTINUING DISCLOSURE CERTIFICATE

# APPENDIX D

## NOTICE OF SALE

# APPENDIX E

## TERMS OF OFFERING

## TERMS OF OFFERING

# City of Davenport
# Scott County, Iowa

## $ 35,155,000* General Obligation Corporate Bonds, Series 2023

NOTICE IS HEREBY GIVEN that these bonds will be offered for sale according to the following terms:

### TIME AND PLACE

Electronic and sealed bids for the purchase of the $ 35,155,000* General Obligation Corporate Bonds, Series 2023 (the "Bonds") will be received by the City of Davenport, Iowa (the "City") on April 12, 2023 until 10:00 A.M. Central Time, at the office of the CFO/Assistant City Administrator, City Hall, Davenport Iowa. Consideration of the award of the Bonds will be by the City Council at a meeting on April 12, 2023. The bid offering to purchase the Bonds upon the terms specified herein and most favorable to the City will be accepted unless all bids are rejected. No bid may be altered or withdrawn after the time appointed for opening bids.

### DATED DATE AND AMOUNTS

The Bonds will be dated originally as of May 10, 2023, will be fully registered bonds in the denomination of $5,000 each, and will mature on June 1, in the following years in the following amounts:

**$ 35,155,000* General Obligation Corporate Bonds, Series 2023**

| Year | Amount* | Year | Amount* |
|---|---|---|---|
| 2024 | $ 9,955,000 | 2032 | $ 1,665,000 |
| 2025 | 1,640,000 | 2033 | 1,750,000 |
| 2026 | 1,710,000 | 2034 | 1,835,000 |
| 2027 | 1,790,000 | 2035 | 1,935,000 |
| 2028 | 1,875,000 | 2036 | 2,040,000 |
| 2029 | 1,440,000 | 2037 | 2,155,000 |
| 2030 | 1,510,000 | 2038 | 2,275,000 |
| 2031 | 1,580,000 | | |

### ADJUSTMENT TO BOND MATURITY AMOUNTS

The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $5,000 but the total amount to be issued will not exceed $ 40,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

### INTEREST PAYABLE

Interest on the Bonds will be payable semi-annually commencing December 1, 2023. Interest will be computed on a 360-day year, 30-day month basis, and paid to the owners of record as of the close of business on the 15th day of the month next preceding the interest payment date. Payments coming due on a non-business day will be paid on the next business day.

## OPTIONAL REDEMPTION

Bonds due after June 1, 2031 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Bonds to be redeemed at the address shown on the registration books.

## TERM-BOND OPTION

Bidders shall have the option of designating the Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both.

## SECURITY AND PURPOSE

The Bonds and the interest thereon are general obligations of the City, and all taxable property within the corporate boundaries of the City is subject to the levy of taxes to pay the principal of and interest on the Bonds without constitutional or statutory limitation as to rate or amount. The Bonds are being issued for the purpose of paying the costs in connection with making improvements to sanitary sewers, storm sewers, streets, street lighting, signage and signalization, streetscapes, sidewalks and paths, the municipal airport, municipal buildings and facilities and municipal parks; acquiring and maintaining vehicles and/or equipment for municipal parks, streets, public safety/fire department, solid waste collection, sewage treatment, and the municipal library; repair and maintenance of bridges; information technology improvements and municipal housing projects.

## GOOD FAITH DEPOSIT

A good faith deposit in the amount of $ 351,550 (the "Deposit") is required from the lowest bidder only of the Bonds. The lowest bidder of the Bonds is required to submit such deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Bonds and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected and the City may direct the second lowest bidder to submit a deposit and thereafter may award the sale of the Bonds to the same. No interest on a deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid proposal, any deposit will be retained by the City.

## FORM OF BIDS AND AWARD

All bids shall be unconditional for the Bonds for a price not less than $ 34,803,450 for the Bonds, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations as set forth in the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Bonds will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Bonds, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the NOTICE OF SALE and TERMS OF OFFERING and all amendments, and on the bid as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Bonds will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Bonds, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

## BIDDING PARAMETERS

The bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Bonds to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

## RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the "Internet Bid System"). The City shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be received after 10:00 A.M. Central Time on Wednesday, April 12, 2023, as specified in the NOTICE OF SALE and OFFICIAL BID FORM. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bidding: Sealed bids may be submitted and will be received at the office of the CFO/Assistant City Administrator, City Hall, Davenport, Iowa.

Electronic Internet Bidding: Electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling 212-849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its internet bid in a timely manner and in compliance with the requirements of the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the Internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

## BOOK-ENTRY-ONLY ISSUANCE

The Bonds will be issued by means of a book-entry only system with no physical distribution of bond certificates made to the public. The Bonds will be issued in fully registered form and one bond certificate, representing the aggregate principal amount of the Bonds maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser as a condition of delivery of the Bonds, will be required to deposit the bond certificates with DTC.

## MUNICIPAL BOND INSURANCE AT PURCHASER'S OPTION

If the Bonds qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Bonds resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Bonds from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser Failure of the municipal bond insurer to issue the policy after the Bonds have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Bonds. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

## DELIVERY

The Bonds will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Bonds will cease. When the Bonds are ready for delivery, the City may give the Purchaser five working days notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

## ESTABLISHMENT OF ISSUE PRICE

In order to establish the issue price of the Bonds for federal income tax purposes, the City requires bidders to agree to the following, and by submitting a bid, each bidder agrees to the following.

If a bid is submitted by a potential underwriter, the bidder confirms that (i) the underwriters have offered or reasonably expect to offer the Bonds to the public on or before the date of the award at the offering price (the "initial offering price") for each maturity as set forth in the bid and (ii) the bidder, if it is the winning bidder, shall require any agreement among underwriters, selling group agreement, retail distribution agreement or other agreement relating to the initial sale of the Bonds to the public to which it is a party to include provisions requiring compliance by all parties to such agreements with the provisions contained herein. For purposes hereof, Bonds with a separate CUSIP number constitute a separate "maturity," and the public does not include underwriters of the Bonds (including members of a selling group or retail distribution group) or persons related to underwriters of the Bonds.

If, however, a bid is submitted for the bidder's own account in a capacity other than as an underwriter of the Bonds, and the bidder has no current intention to sell, reoffer, or otherwise dispose of the Bonds, the bidder shall notify the City to that effect at the time it submits its bid and shall provide a certificate to that effect in place of the certificate otherwise required below.

If the winning bidder intends to act as an underwriter, the City shall advise the winning bidder at or prior to the time of award whether (i) the competitive sale rule or (ii) the "hold-the-offering price" rule applies.

<u>If the City advises the Purchaser that the requirements for a competitive sale have been satisfied and that the competitive sale rule applies</u>, the Purchaser will be required to deliver to the City at or prior to closing a certification, substantially in the form attached hereto as EXHIBIT 1-A, as to the reasonably expected initial offering price as of the award date.

<u>If the City advises the Purchaser that the requirements for a competitive sale have not been satisfied and that the hold-the-offering price rule applies</u>, the Purchaser shall (1) upon the request of the City confirm that the underwriters did not offer or sell any maturity of the Bonds to any person at a price higher than the initial offering price of that maturity during the period starting on the award date and ending on the earlier of (a) the close of the fifth business day after the sale date or (b) the date on which the underwriters have sold at least 10% of that maturity to the public at or below the initial offering price; and (2) at or prior to closing, deliver to the City a certification substantially in the form attached hereto as EXHIBIT 1-B, together with a copy of the pricing wire.

Any action to be taken or documentation to be received by the City pursuant hereto may be taken or received on behalf of the City by Municipal Advisor.

**Bidders should prepare their bids on the assumption that the Bonds will be subject to the "hold-the-offering-price" rule. Any bid submitted pursuant to the NOTICE OF SALE, TERMS OF OFFERING and OFFICIAL BID FORM shall be considered a firm offer for the purchase of the Bonds, and bids submitted will not be subject to cancellation or withdrawal.**

## OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds. The Preliminary Official Statement when further supplemented with maturity dates, principal amounts, and interest rates of the Bonds, and any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Bonds, as that term is defined in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). By awarding the Bonds to any underwriter or underwriting syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 15 copies of the final Official Statement to permit each

"Participating Underwriter" (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate to which the Bonds are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Bonds agrees thereby that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

## CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Bonds to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than June 30 of each year following the end of the 2022-23 Fiscal Year, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX C – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the underwriter in complying with paragraph (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Bonds or the ordinance for the Bonds. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Bonds and their market price.

## CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures ("CUSIP") numbers will be printed on the Bonds and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review or express any opinions that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Bonds shall not be cause for the Purchaser to refuse to accept delivery of said Bonds.

BY ORDER OF THE CITY COUNCIL
City of Davenport, Iowa
/s/ Mallory Merritt, CFO/Assistant City Administrator

**EXHIBIT 1**

FORMS OF ISSUE PRICE CERTIFICATES

# EXHIBIT 1-A

## COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

**$ 35,155,000**
**CITY OF DAVENPORT, IOWA**
**GENERAL OBLIGATION CORPORATE BONDS, SERIES 2023**

**ISSUE PRICE CERTIFICATE**
**(3 or More Bids)**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale of the obligations named above (the "Bonds").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by [SHORT NAME OF UNDERWRITER] are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Bonds.

(b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Bonds.

2. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Issuer* means the City of Davenport, Iowa.

(b) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(d) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including

direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 12, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[UNDERWRITER]

By: _____

Name: _____

Dated: May 10, 2023

# SCHEDULE A

## EXPECTED OFFERING PRICES

(*Attached*)

**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

(*Attached*)

**EXHIBIT 1-B**

**COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS**

**$ 35,155,000**
**CITY OF DAVENPORT, IOWA**
**GENERAL OBLIGATION CORPORATE BONDS, SERIES 2023**

**ISSUE PRICE CERTIFICATE**
**(Fewer than 3 Bids)**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ([“[SHORT NAME OF UNDERWRITER]”)][the “Representative”)][, on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the “Underwriting Group”),] hereby certifies as set forth below with respect to the sale of the obligations named above (the “Bonds”).

1. ***Initial Offering Price of the Bonds***. [SHORT NAME OF UNDERWRITER] [The Underwriting Group] offered the Bonds to the Public for purchase at the specified initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire for the Bonds is attached to this certificate as Schedule B.

2. ***First Price at which Sold to the Public.*** On the Sale Date, at least 10% of each Maturity [listed in Schedule C] was first sold to the Public at the respective Initial Offering Price [or price specified [therein][in Schedule C], if different].

3. ***Hold the Offering Price Rule***. [SHORT NAME OF UNDERWRITER][Each member of the Underwriting Group] has agreed in writing that, (i) for each Maturity less than 10% of which was first sold to the Public at a single price as of the Sale Date, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “Hold-the-Offering-Price Rule”), and (ii) any agreement among underwriters, selling group agreement, or third-party distribution agreement contains the agreement of each underwriter, dealer, or broker-dealer who is a party to such agreement to comply with the Hold-the-Offering-Price Rule. Based on the [Representative][SHORT NAME OF UNDERWRITER]’s own knowledge and, in the case of sales by other Members of the Distribution Group, representations obtained from the other Members of the Distribution Group, no Member of the Distribution Group has offered or sold any such Maturity at a price that is higher than the respective Initial Offering Price during the respective Holding Period.

4. ***Defined Terms***. For purposes of this Issue Price Certificate:

(a) *Holding Period* means the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (April 19, 2023), or (ii) the date on which Members of the Distribution Group have sold at least 10% of such Maturity to the Public at one or more prices, none of which is higher than the Initial Offering Price for such Maturity.

(b) *Issuer* means the City of Davenport, Iowa.

(c) *Maturity* means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or with the same maturity date but different stated interest rates, are treated as separate Maturities.

(d) *Member of the Distribution Group* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person

described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

(e) *Public* means any person (*i.e.*, an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of the respective Maturity. The Sale Date of each Maturity was April 12, 2023.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [NAME OF UNDERWRITING FIRM] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Closing Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer[ and the Borrower] from time to time relating to the Bonds.

[UNDERWRITER][REPRESENTATIVE]

By:_____

Name:_____

Dated: May 10, 2023

# SCHEDULE A

## INITIAL OFFERING PRICES OF THE BONDS

(*Attached*)

**SCHEDULE B**

**PRICING WIRE**

(*Attached*)

# SCHEDULE C

## SALES OF AT LEAST 10% OF MATURITY TO THE PUBLIC ON THE SALE DATE AT THE INITIAL OFFERING PRICE

(*Attached*)

# OFFICIAL BID FORM

**Members of the City Council**
**City of Davenport, Iowa**

**Sale Date:** April 12, 2023
10:00 A.M. Central Time

RE: $ 35,155,000* General Obligation Corporate Bonds, Series 2023 (the "Bonds")

This bid is a firm offer for the purchase of the Bonds identified in the NOTICE OF SALE and TERMS OF OFFERING and on the terms set forth in this bid form, the NOTICE OF SALE and TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the NOTICE OF SALE and TERMS OF OFFERING. By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above Bonds, in accordance with the NOTICE OF SALE and TERMS OF OFFERING, we will pay you $_____ (not less than $ 34,803,450) plus accrued interest to date of delivery for fully registered bonds bearing interest rates and maturing in the stated years as follows:

| Year | Interest Rate | Amount* | Year | Interest Rate | Amount* |
|---|---|---|---|---|---|
| 2024 | _____% | $ 9,955,000 | 2032 | _____% | $ 1,665,000 |
| 2025 | _____% | 1,640,000 | 2033 | _____% | 1,750,000 |
| 2026 | _____% | 1,710,000 | 2034 | _____% | 1,835,000 |
| 2027 | _____% | 1,790,000 | 2035 | _____% | 1,935,000 |
| 2028 | _____% | 1,875,000 | 2036 | _____% | 2,040,000 |
| 2029 | _____% | 1,440,000 | 2037 | _____% | 2,155,000 |
| 2030 | _____% | 1,510,000 | 2038 | _____% | 2,275,000 |
| 2031 | _____% | 1,580,000 | | | |

* The City reserves the right to increase or decrease the aggregate principal amount of the Bonds and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of $ 5,000 but the total amount to be issued will not exceed $ 40,000,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Bonds is adjusted as described above. Any change in the principal amount of any maturity of the Bonds will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of bond principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive, and shall be binding upon the successful bidder.

The Bonds mature on June 1, in each of the years as indicated above and interest is payable on December 1, 2023, and thereafter on June 1 and December 1 of each year.

We hereby designate that the following Bonds to be aggregated into term bonds maturing on June 1 of the following years and in the following amounts (leave blank if no term bonds are specified):

| Years Aggregated | Maturity Year | Aggregate Amount |
|---|---|---|
| _____ through _____ | _____ | _____ |
| _____ through _____ | _____ | _____ |

In making this offer we accept all of the terms and conditions of the NOTICE OF SALE and TERMS OF OFFERING published in the Preliminary Official Statement dated March 22, 2023. In the event of failure to deliver these Bonds in accordance with the NOTICE OF SALE and TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission. Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NOT PART OF THE BID

Explanatory Note: According to our computation, this bid involves the following:
$_____
Net Interest Cost

_____%
True Interest Rate

Respectfully submitted,

_____
Account Manager

By_____

(A list of account members is on the reverse side of this bid.)

**********

The foregoing offer is hereby accepted by and on behalf of the City of Davenport, Iowa, this 12th day of April 2023.

_____
Mike Matson, Mayor

_____
Mallory Merritt, CFO/Assistant City Administrator

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Resolution to fix a date for a public hearing on proposal to enter into an amended Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $11,287,000. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The City now proposes to enter into an amended Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Lender and to borrow money thereunder in a principal amount not to exceed $11,287,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2019 Bond; and (2) constructing a water resource restoration project.

Adoption of this Resolution will set the Public Hearing for April 5, 2023 at the Committee of the Whole Meeting beginning at 5:30 p.m. in the Council Chambers at Davenport City Hall, 226 West 4th Street.

ATTACHMENTS:

| | Type | Description |
|---|---|---|
| | Resolution Letter | Resolution |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Merritt, Mallory | Approved | 3/7/2023 - 6:09 PM |
| Finance Committee | Merritt, Mallory | Approved | 3/7/2023 - 6:10 PM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 12:46 PM |

RESOLUTION NO._____

Resolution to fix a date for a public hearing on proposal to enter into an amended Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $11,287,000

WHEREAS, the City of Davenport (the "City"), in Scott County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its $10,000,000 Taxable Sewer Revenue Bond, Series 2010 (Build America Bond – Direct Payment), dated June 2, 2010 (the "Series 2010 Bond"), a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to a resolution of the Council, the City previously issued its $5,781,106.70 Sewer Revenue Improvement and Refunding Bond, Series 2015, dated December 11, 2015 (the "Series 2015 Bond"), a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its $7,538,000 Sewer Revenue Bond, Series 2016, dated April 29, 2016 (the "Series 2016 Bond"), a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to a prior resolution of the Council, the City previously issued its $8,249,000 Sewer Revenue Bond, Series 2020, dated August 28, 2020 (the "Series 2020 Bond"), a portion of the principal of which remains outstanding; and

WHEREAS, pursuant to the resolutions (the "Outstanding Bond Resolutions") authorizing the issuance of the Series 2010 Bond, the Series 2015 Bond, the Series 2016 Bond, and the Series 2020 Bond (together, the "Outstanding Bonds"), the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, pursuant to a prior resolution of the Council (the "Series 2019 Bond Resolution"), the City has heretofore issued its $10,387,000 Sewer Revenue Bond, SRF Series 2019, dated December 6, 2019 (the "Series 2019 Bond"), to the Iowa Finance Authority (the "Lender"), a portion of which remains outstanding; and

WHEREAS, pursuant to the Series 2019 Bond Resolution, the City reserved the right to call the Series 2019 Bond for early redemption, subject to the conditions set forth in the Series 2019 Bond Resolution; and

WHEREAS, the City will undertake the construction of a certain water resource restoration project (the "Project"); and

WHEREAS, the Lender has agreed to provide financing for the Project by refinancing the Series 2019 Bond, increasing its principal amount and decreasing the interest rate thereon; and

WHEREAS, the City now proposes to enter into an amended Sewer Revenue Loan and Disbursement Agreement (the "Agreement") with the Lender and to borrow money thereunder in a principal amount not to exceed $11,287,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of (1) current refunding the Series 2019 Bond; and (2) constructing the Project; and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The City Council shall meet as the Committee-of-the-Whole on the 5th day of April, 2023, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., at which time and place at which time and place any resident or property owner of the City may present oral or written objections to the approval of the proposed Agreement, after which any such objections will be referred to the City Council at its regular meeting to be held on the 12th day of April, 2023, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., at which time and place proceedings will be instituted and action taken to approve the Agreement.

Section 2. The Deputy Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the date of the hearing, in the *Quad City Times*. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS TO ENTER INTO AN AMENDED LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $11,287,000

(SEWER REVENUE)

The City Council of the City of Davenport, Iowa, will meet as the Committee-of-the-Whole on the 5th day of April, 2023, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., for the purpose of holding a hearing on an amended loan and disbursement agreement (the "Agreement) and to borrow money thereunder in a principal amount not to exceed $11,287,000, for the purpose of paying the cost, to that extent, of (1) current refunding the City's outstanding Sewer Revenue Bond, SRF Series 2019, dated December 6, 2019; and (2) undertaking the construction of a certain water resource restoration project.

At such time and place, oral or written objections from any resident or property owner of the City may be presented, after which any such objections will be referred to the regular meeting of the City Council to be held on the 12th day of April, 2023, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., at which time and place the City Council may take additional action to enter into the Agreement.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Taxable Sewer Revenue Bond, Series 2010, dated June 2, 2010; Sewer Revenue Improvement and Refunding Bond, Series 2015, dated December 11, 2015; Sewer Revenue bond, Series 2016, dated April 29, 2016; Sewer Revenue Bond, Series 2020, dated August 28, 2020; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Municipal Sanitary Sewer System of the City.

By order of the City Council of the City of Davenport, Iowa.

Brian Krup
Deputy Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $900,0000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this March 22, 2023.

_____
Mayor

Attest:

_____
Deputy Clerk

• • • •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
Deputy Clerk

City of Davenport

Department: Finance
Contact Info: Cory Smith | 563-888-2162

**Action / Date**
**3/22/2023**

Subject:
Resolution approving the purchase of new Pure Storage hardware from Insight Public Sector of Des Moines, Iowa in the amount of $193,271.34. [All Wards]

Recommendation:
Adopt the Resolution.

Background:
The Pure Storage SAN is the City's storage platform for all servers and zero clients, and is responsible for all of the City's data storage. This purchase is for new hardware required for improving the City's disaster recovery infrastructure.

Insight Public Sector has the State of Iowa contract for Pure Storage.

ATTACHMENTS:

| Type | Description |
|---|---|
| Resolution Letter | Resolution |
| Backup Material | Invoice |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Merritt, Mallory | Approved | 3/7/2023 - 6:08 PM |
| Finance Committee | Merritt, Mallory | Approved | 3/7/2023 - 6:08 PM |
| City Clerk | Admin, Default | Approved | 3/10/2023 - 3:36 PM |

Resolution No. _____

Resolution offered by Alderman Dunn.

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

RESOLUTION approving the purchase of new Pure Storage hardware from Insight Public Sector of Des Moines, Iowa in the amount of $193,271.34.

WHEREAS, the Pure Storage SAN is the City of Davenport's entire storage platform for all servers and zero clients, and is responsible for all of the City's data storage; and

WHEREAS, new hardware is required for improving the City's disaster recovery infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa that the purchase of new Pure Storage hardware from Insight Public Sector of Des Moines, Iowa in the amount of $193,271.34 is hereby approved.

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

Approved:

_____

Mike Matson
Mayor

Attest:

_____

Brian Krup
Deputy City Clerk

## SKU

FA-C40R3-ETH-384TB-240/144
FA-C40R3-384TB 1MO,ADV,GOLD
PS-FLASHARRAY-INSTALL

## City of Davenport - Pure Storage FA C40 - 384TB for Police Department

| Description | Qty |
|---|---|
| **Flash Array C40 - 384TB** | |
| Pure Storage FlashArray C40R3-ETH-384TB-240/144 | 1 |
| FA-C40R3-384TB 1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Support | 12 |
| Pure FlashArray installation | 1 |
| | |

**OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644)**

*Jan 10, 2023*

:

| Unit Price | Net Price |
|---|---|
| $160,029.94 | $160,029.94 |
| $2,408.08 | $28,896.96 |
| $4,344.44 | $4,344.44 |

| | |
|---|---|
| **Hardware:** | $160,029.94 |
| **Support:** | $28,896.96 |
| **Installation:** | $4,344.44 |
| **Grand Total:** | **$193,271.34** |

City of Davenport

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

**Action / Date**
**3/22/2023**

Subject:
Motion approving the recommended allocations for Year 49 (July 1, 2023 – June 30, 2024) Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds. [All Wards]

Recommendation:
Pass the Motion.

Background:
The Citizens Advisory Committee (CAC) completed its process for funding recommendations for the Year 49 CDBG program, which is a subpart of the City's FY 2024 operating budget. The CAC reviewed the CDBG applications at a work session, held a public meeting at which applicants made presentations and answered questions about their programs. The CAC's process concluded on March 6, 2023 when the CAC passed a motion on its Year 49 funding recommendations for the Federal FY 2023 CDBG awarded entitlement of $1,611,691.

The purpose of the HOME Program is to create affordable housing opportunities for low and very low-income residents. City HOME dollars are targeted to the construction or rehabilitation of single and multi-unit housing. HOME funds are available to non-profit, for-profit, or Community Housing Development Organizations (CHDO) developers of affordable housing. For Federal FY23, the HOME awarded entitlement is $ 493,128.

The attached Funding Summary lists for each of these programs: the agency receiving funds, its purpose, the services it will provide, and the amount of funding to be used. HOME dollars are reflected in bold. These allocations will be included in the Year 49 Annual Action Plan, which will be submitted to HUD in May for approval.

Awarding of these funds is contingent upon the City receiving the entitlements as indicated from the Department of Housing and Urban Development. The CAC also passed a motion to authorize City staff to make across board cuts and increases to awards if the allocation is +/- 15%. If the allocation is more than +/-15% from the estimated amount, the CAC will meet again to make new recommendations.

ATTACHMENTS:

| Type | Description |
|---|---|
| Cover Memo | Recommended Allocations |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Community Planning & Economic Development | Berger, Bruce | Approved | 3/9/2023 - 12:34 PM |

CDBG YR 49 (JULY 1, 2023 TO JUNE 30, 2024)
DRAFT CAC ALLOCATION RECOMMENDATIONS
PENDING CITY COUNCIL ACTION

| | YEAR 48 REV. APPROVED 06/22/2022 | YEAR 49 AGENCY REQUESTED | YEAR 49 CAC RECOMMEND 03/06/23 |
|---|---|---|---|
| **ADMINISTRATION** | | | |
| CDBG Administration/Planning | $287,560 | $305,999 | $305,999 |
| EN SUBTOTAL | **$287,560** | **$305,999** | **$305,999** |
| **ECONOMIC DEVELOPMENT** | | | |
| CDBG Economic Development Fund | $200,000 | $250,000 | $179,212 |
| SUBTOTAL | **$200,000** | **$250,000** | **$179,212** |
| **HOUSING** | | | |
| CDBG Housing Progs. Staff & Operations | $311,674 | $342,936 | $342,936 |
| CDBG Housing Rehab/Neighborhood Revitalization | $564,880 | $800,000 | $513,544 |
| EN SUBTOTAL | **$876,554** | **$1,142,936** | **$856,480** |
| **PUBLIC SERVICES** | | | |
| Big Brothers/Big Sisters of Q.C. | $34,913 | $45,000 | $32,082 |
| Boys & Girls Club | $35,985 | $47,320 | $36,995 |
| Family Resources DV Services | $32,243 | $67,500 | $30,488 |
| Friendly House Year-Round Youth Program | $33,125 | $35,000 | $35,000 |
| Humility of Mary Shelter & Housing | $33,412 | $42,544 | $34,504 |
| Project Renewal | $39,434 | $58,366 | $38,477 |
| Salvation Army Homelessness Prevention | $28,897 | $42,200 | $29,115 |
| Vera French Community Mental Health | $36,991 | $58,656 | $33,339 |
| SUBTOTAL | **$275,000** | **$396,586** | **$270,000** |
| ALL PROGRAMS TOTAL | **$1,639,114** | **$2,095,521** | **$1,611,691** |

| | | |
|---|---|---|
| **Projected Year 49 Entitlement Amount** | **$** | **1,611,691** |
| **Approximate Projected plng/admin cap** | **$** | **382,338** |
| **Approximate Projected public service cap** | **$** | **270,000** |

(cap calculations include program income)

Requested allocation of RLF Program Income:

CDBG Planning & Administration: $0
Economic Developemnt: $53,971
Housing Rehabilitation Staff and Operations: $0

*Throughout the program year, CPED staff will use its discretion to determine the correct combination of entitlement and program income funds to be expended to comply with HUD regulations.*

City of Davenport

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

**Action / Date**
**3/22/2023**

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

Michelle Russell; The Heights of the Era; Lindsay Park | 2200 East 11th Street; 3:00 p.m. - 10:00 p.m. Friday, July 28, 2023 and 10:00 a.m. - 10:00 p.m. Saturday, July 29, 2023; Outdoor music/bands, over 50 dBA. [Ward 5]

Recommendation:
Pass the Motion.

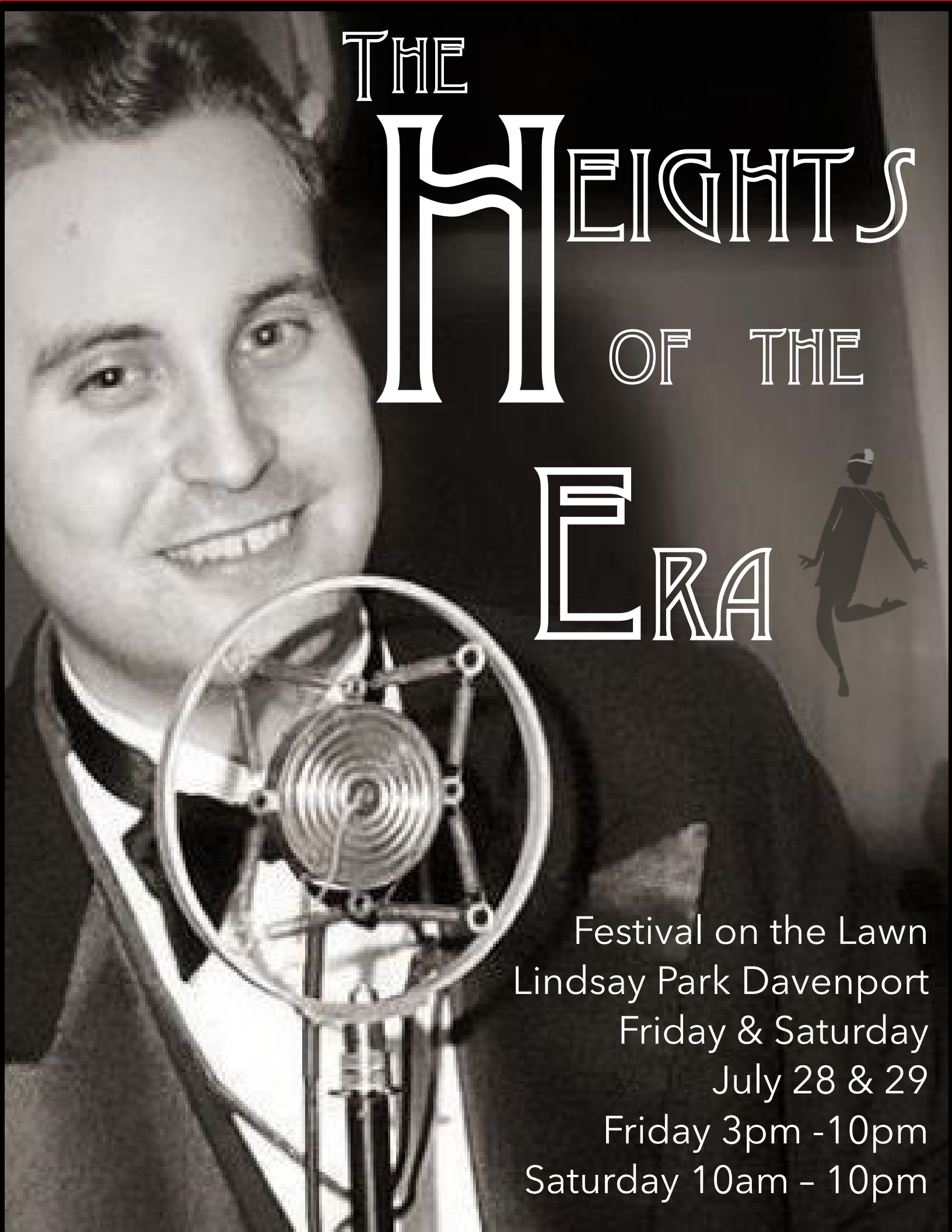
Background:
This request for a noise variance has been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

| Type | Description |
|---|---|
| Backup Material | Heights of the Era Flyer to Neighbors |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| City Clerk | Admin, Default | Approved | 3/10/2023 - 10:47 AM |


The Heights of the Era
Festival on the Lawn
Lindsay Park Davenport
Friday & Saturday
July 28 & 29
Friday 3pm -10pm
Saturday 10am – 10pm

# SAMPLE LETTER

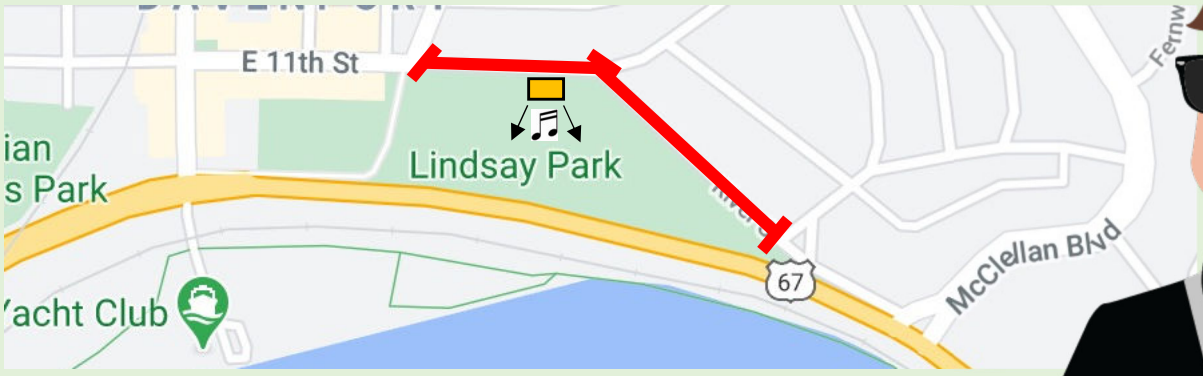
*YOU are formally invited as our Guest at*

# The Heights of the Era

**Festival on the Lawn**
**Lindsay Park**
**Friday & Saturday**
**July 29 & 29**
**Frida y 3pm - 10pm**
**Saturday 10am - 10pm**

For safety & privacy of residents, we are requesting that the City close the following streets from 9:30 until 11pm on event days – Friday July 28 & 29:

- E. 11th St between River St / Hillcrest Ave & Jersey Ridge
- River Street between Hillcrest Ave / 11th Street to Edgehill Terrace




Road Closed Noon 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**

City of Davenport

Department: Public Safety
Contact Info: Jamie Swanson | 563-326-7795

**Action / Date**
**3/22/2023**

Subject:
Motion approving beer and liquor license applications.

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

**Ward 3**

RME Courtyard (River Music Experience) - 121 West 2nd Street - Temporary License April-November - Outdoor Area - License Type: Class C Liquor (On-Premises)

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

**Ward 3**

Taste of Ethiopia (Taste of Ethiopia, LLC) - 102 South Harrison Street #300 - Outdoor Area - License Type: Special Class C Beer/Wine (On-Premises)

**Ward 5**

Brew in the Village (3 Blessings, Inc) - 1104 Jersey Ridge Road - Outdoor Area - License Type: Class C Liquor (On-Premises)

**Ward 6**

Combine, A Midwest Restaurant (Bass Street Grille, LLC) - 5266 Utica Ridge Road - Outdoor Area - License Type: Class C Liquor - (On-Premises)

Panchero's Mexican Grill (Central Coast Hospitality, Inc) - 4888 Utica Ridge Road - License Type: Special Class C Beer/Wine (On-Premises)

QC Mart (Bethany Enterprises, Inc) - 2415 Est 53rd Street - Class B Beer (Carry-Out)

C. Request for 19/20-year-old Exemption

**Ward 3**

RME Courtyard (River Music Experience) - 121 West 2nd Street - Temporary License April-November - Outdoor Area - License Type: Class C Liquor (On-Premises)

Recommendation:
Pass the Motion.

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

REVIEWERS:

| Department | Reviewer | Action | Date |
| --- | --- | --- | --- |
| Public Safety | Admin, Default | Approved | 3/10/2023 - 11:02 AM |

City of Davenport

Department: Finance
Contact Info: Cory Smith | 563-888-2162

**Action / Date**
**3/22/2023**

Subject:
Motion approving the payment to Insight Public Sector of Des Moines, Iowa for Pure Storage annual license renewal in the amount of $74,844.12. [All Wards]

Recommendation:
Pass the Motion.

Background:
The Pure Storage SAN appliances are the hardware that contain 100% of the City's server and workstation data. This is the redundant storage needed for all applications and workflows. The City carries 24x7, 4-hour response time maintenance as it is vital to all computer-based applications used by all departments.

Insight Public Sector has the State of Iowa contract for Pure Storage.

ATTACHMENTS:

| Type | Description |
|---|---|
| Backup Material | Invoice |

REVIEWERS:

| Department | Reviewer | Action | Date |
|---|---|---|---|
| Finance | Admin, Default | Approved | 3/10/2023 - 2:48 PM |

INSIGHT PUBLIC SECTOR SLED
2701 E INSIGHT WAY
CHANDLER AZ 85286-1930
Tel: 800-467-4448

**SOLD-TO PARTY 10669900**

CITY OF DAVENPORT
ACCOUNTS PAYABLE
226 W 4TH ST
DAVENPORT IA 52801-1308

**SHIP-TO**

CITY OF DAVENPORT
ACCOUNTS PAYABLE
226 W 4TH ST
DAVENPORT IA 52801-1308

## Quotation

| | | |
|---|---|---|
| **Quotation Number** | : | 0225908836 |
| **Document Date** | : | 31-JAN-2023 |
| **PO Number** | : | |
| **PO release:** | : | |
| **Sales Rep** | : | Shawn Wood |
| **Email** | : | SHAWN.WOOD@INSIGHT.COM |
| **Telephone** | : | 6515236161 |
| **Sales Rep 2** | : | Michael Mueller |
| **Email** | : | MIKE.MUELLER@INSIGHT.COM |
| **Telephone** | : | +16308686707 |

**We deliver according to the following terms:**

| | | |
|---|---|---|
| **Payment Terms** | : | Net 60 days |
| **Ship Via** | : | Electronic Delivery |
| **Terms of Delivery:** | : | FOB DESTINATION |
| **Currency** | : | USD |

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with OMNIA Partners. Our sales teams would be happy to assist you with your registration. Please contact them for assistance -- the registration process takes less than five minutes.

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| FB369TB7X528T-SOIA | CODFB.DAVENPORTIOWA.COMPMPAM16460317PBLUN17A93PBLUN171047CAPPCXA2106A0ED<br>Coverage Dates: 29-APR-2023 - 28-APR-2024<br>STATE OF IOWA OCIO PIGGYBACK OFF US COMMUNITIES(# 2018 BUS 0105)<br>Appliance<br>CODFB.davenportiowa.com<br>PMPAM16460317<br>PBLUN1710479B<br>PBLUN171047C7<br>PBLUN17144A93<br>PBLUN171047CA<br>PPCXA2106A0ED | 12 | 3,529.95 | 42,359.40 |
| FB52TBSINGLEB-SOIA | FB-52TB SINGLEBLADE,1MO,PRM,SILVER<br>Coverage Dates: 07-JUL-2023 - 28-MAY-2024<br>STATE OF IOWA OCIO PIGGYBACK OFF US COMMUNITIES(# 2018 BUS 0105)<br>Appliance<br>PPCXA21513682 | 10 | 548.79 | 5,487.90 |
| FB52TBSINGLEB-SOIA | FB-52TB SINGLEBLADE,1MO,PRM,SILVER<br>Coverage Dates: 07-JUL-2023 - 28-APR-2024<br>STATE OF IOWA OCIO PIGGYBACK OFF US COMMUNITIES(# 2018 BUS 0105) | 10 | 548.79 | 5,487.90 |
| FAM20R240TB1M-SOIA | FA-M20R2-40TB,1MO,ADV,GOLD<br>Coverage Dates: 07-JUL-2023 - 28-APR-2024<br>STATE OF IOWA OCIO PIGGYBACK OFF US COMMUNITIES(# 2018 BUS 0105)<br>Appliance<br>PURE01.davenportiowa.com<br>SHU0951731L6E76<br>SHU0951731L6FL0 | 12 | 1,792.41 | 21,508.92 |

| Material | Material Description | Quantity | Unit Price | Extended Price |
|---|---|---|---|---|
| | SHU0979523L6JEQ<br>SHG1007681G4P60<br>PCHFS1709002F<br>FRG1023430QRQE2<br>FEE2207H00635<br>SPC0204290 PMZFJ22090030<br>PMZFJ2209000E SPC0204836<br>FEE2207H00113 | | | |

| | |
|---|---|
| Product Subtotal | 74,844.12 |
| TAX | 0.00 |
| Total | 74,844.12 |

PURCHASE ORDER REQUIREMENTS:
Quote Number:225908836

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Shawn Wood
6515236161
SHAWN.WOOD@INSIGHT.COM
Fax 4807609899

Michael Mueller
+16308686707
MIKE.MUELLER@INSIGHT.COM
Fax 8006884394

Insight Public Sector (IPS) is proud to be a contract holder for the State of Iowa OCIO's Participating Addendum # 2018 BUS 0105 for the U.S Communities Contract # 4400006644 which allows us to provide all products needed to complete an entire technology solution.

This competitively solicited contract is available to OCIO.

In order for Insight to accept Purchase Orders against this contract, your agency must be registered with U.S. Communities. Registration is free and can be completed in less than 5 minutes by going to www.uscommunities.org. Contact your sales team at 800-467-4448 or uscommunities@insight.com for further information regarding this contract.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
https://www.insight.com/terms-and-policies