

# COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, October 3, 2018; 5:30 PM

City Hall, 226 W. 4th Street, Council Chambers

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Public Works

1. Public Hearing on the proposed adoption of the International Code Council's 2015 International Property Maintenance Code with Amendments. [All Wards]
2. Public Hearing on the plans, specifications, form of contract and estimated cost for the construction of Phase I of a stream bank stabilization project on Silver Creek. Estimated cost \$195,000.00 CIP #33022. [Ward 2]

VII. Presentations

A. Upper Mississippi River Conference Update - Kathy Wine, River Action

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

## COMMUNITY DEVELOPMENT

Kyle Gripp, Chairman; Rich Clewell, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance for case REZ18-12 being the request of Chris Townsend on behalf of Jimmy Holt, to rezone 1.43 acres, more or less, of property located at 3730 West Locust Street from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District. [Ward 1]
2. Second Consideration: Ordinance for Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

## II. Motion recommending discussion or consent for Community Development items

### PUBLIC SAFETY

Rita Rawson, Chairman; JJ Condon, Vice Chairman

## III. PUBLIC SAFETY

1. First Consideration: Ordinance amending Schedule XIV of Chapter 10.96 entitled "Intersection Traffic Signals" by adding 53rd Street at the Costco entrance. [Ward 6]
2. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).

QC United, Run with the Bull 5K and Youth Relays, October 13, 2018, 6:00 AM - 12:00 (Noon); Closure Location: Gaines Street in front of Modern Woodmen Stadium {Ward 3}

Project Renewal, Halloween Block Party, October 31st, 2:00 PM - 6:00 PM; Closure Location: Intersections of 6th, Vine and Ash Streets [Ward 3]

Quad City Arts, Festival of Trees Holiday Parade, November 17, 2018, 4:00 AM - parade ends; Closure Location: Staging area: at 4:00 a.m. closing 3<sup>rd</sup> Street between Pershing and LeClaire Street and Iowa Street between 2<sup>nd</sup> and 4<sup>th</sup> Streets; Parade route: at 9 a.m. closing Second and Third Street from Pershing to Scott Street; all north/south streets will be closed between River Drive and 4<sup>th</sup> Street until parade end [Ward 3]

St. Paul the Apostle Church, Trunk or Treat, October 24, 2018, 4:30 PM - 8:30 PM; Closure Location: Rusholme Street between Carey and Arlington [Ward 5]

All Community Events, Electric Christmas, November 23-December 31, 8:00 AM - 12:00 AM daily; Closure Location: Beiderbecke Drive between Gaines and Marquette Street, [Ward 3]

Village of East Davenport, Christmas in the Village, November 30 and December 1, 2018, 3:00 PM - 10:30 PM each day; Closure Location: 11th Street between Mound and Jersey Ridge Road and Christie from 11th Street to the alley north [Ward 5]

3. Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprizes LLC) - 2735 Telegraph Rd. - Adding Permanent Outdoor Area - License Type: C Liquor

Ward 3

The Diner (The Diner LLC) - 421 W River Dr. - Outdoor Area - License Type: C Liquor

Roam (Rearden Holdings, Inc.) - 210 E River Dr. - Outdoor Area - License Type: C Liquor

#### Ward 4

The Gypsy Highway Bar and Grill (The Gypsy Highway Corp.) - 2606 W Locust St. - Outdoor Area - License Type: C Liquor

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

#### Ward 1

Davenport Elks Lodge #298 (Benevolent and Protective Order of Elks #298) – 4400 W Central Park Ave. – License Type: C Liquor

Dollar General Store #2913 (Dolgencorp, LLC) – 2217 Rockingham Rd. – License Type: C Beer / B Wine

#### Ward 2

Dollar General Store #4010 (Dolgencorp, LLC) – 3936 N Pine St. – License Type: C Beer / B Wine

#### Ward 3

CASI (Center for Active Seniors, Inc.) – 1035 W Kimberly Rd. – Outdoor Area – License Type: C Liquor

La Flama Restaurant (Jam Brothers Inc.) – 114 Myrtle St., Suite F – License Type: C Liquor

Me and Billy (Collins Maus LLC) – 200 W 3<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Quad Cities Convention & Visitors Bureau (Quad Cities Convention & Visitors Bureau) – 136 E 3<sup>rd</sup> St., Suite B – License Type: B Native Wine

Radisson (Bucktown Lodging LLC) – 111 E 2<sup>nd</sup> St. – License Type: B Liquor

Ruby's (Infamous LLC) – 429 E 3<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Shenanigans (Here We Go Again, Inc.) - 303 W 3rd St. - License Type: C Liquor

#### Ward 4

Dhakals LLC (Dhakals LLC) – 3108 W Central Park Ave. – License Type: E Liquor / C Beer / B Wine

## Ward 5

Locust Street Tavern (Locust Street Tavern, Inc.) – 331 E Locust St. – License Type: C Liquor

## Ward 6

Chili's Southwest Grill (ERJ Dining IV, LLC) – 4020 E 53<sup>rd</sup> St. – License Type: C Liquor

Dollar General Store #254 (Dolgencorp, LLC) – 2170 E Kimberly Rd. – License Type: C Beer / B Wine

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc.) – 2303 E 53<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Noodles & Company (IWI Ventures, LLC) – 5345 Elmore Ave. – Outdoor Area – License Type: Beer / Wine

Panchero's Mexican Grill (Central Coast Hospitality, Inc.) – 4888 Utica Ridge Rd. – License Type: B Beer

Rudy's Tacos (CME 1066 Inc.) – 3944 Elmore Ave. – Outdoor Area – License Type: C Liquor

## Ward 7

Bicycle Rack Sports Grill (Sports Station Inc.) – 3303 Brady St. – Outdoor Area – License Type: C Liquor

Chuck E. Cheese's #957 (CEC Entertainment, Inc.) – 903 E Kimberly Rd. – License Type: B Beer / B Wine

Dollar General Store #9381 (Dolgencorp, LLC) – 109 E 50<sup>th</sup> St. – License Type: C Beer / B Wine

Habaneros Buffet and Cantina (Moran Business Enterprises LLC) – 1510 E Kimberly Rd. – License Type: C Liquor

## IV. Motion recommending discussion or consent for Public Safety items

### PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

## V. PUBLIC WORKS

1. First Consideration: Ordinance amending Schedule I of Chapter 10.96 entitled

“Snow Routes” by adding various streets. [Ward 8]

2. Second Consideration: Ordinance amending multiple chapters located within Title 8, Health, Safety and Neighborhood Enhancement of the Davenport Municipal Code for the purposes of clarification and consistency with enforcement. [All Wards]
3. Resolution approving change order #1 to Langman Construction not-to-exceed \$200,000.00 for the Davenport Municipal Airport Runway 15/33 Reconstruction project CIP #20010. [Ward 8]
4. Resolution awarding a contract for the 2018 Bridge Maintenance work to Minturn Inc. of Brooklyn, IA in the amount of \$313,446.00 CIP #21001. [All Wards]
5. Resolution on the plans, specifications, form of contract and estimated cost for the construction of Phase I of a stream bank stabilization project on Silver Creek. Estimated cost \$195,000.00 CIP #33022. [Ward 2]
6. Resolution approving the contract for the 4th and LeClaire Sewer Separation Project to Langman Construction, Inc. at the contract amount of \$ 446,270.00 CIP #30016. [Ward 3]
7. Resolution approving the contract for the Skybridge Window Repair project from Precision Builders, Inc. of Bettendorf, IA in the amount of \$378,802.20 CIP #23023. [Ward 3]

VI. Motion recommending discussion or consent for Public Works items

#### FINANCE

Kerri Tompkins, Chairman; Marion Meginnis, Vice Chairman

#### VII. FINANCE

1. Resolution approving a Downtown Streetlight Replacement Program between the City of Davenport and the Downtown Davenport Partnership. [All Wards]
2. Resolution approving a contract for the purchase of two (2) fire engines from Custom Fire Apparatus of Osceola, WI, in the amount of \$1,061,467.12. CIP 63005 [All Wards]
3. Resolution setting a Public Hearing for the consideration of a Lease Agreement for the Taste of Ethiopia Restaurant In the Package Express Building. [Ward 3]

VIII. Motion recommending discussion or consent for Finance items

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

1. Rapids Reproductions - Plotter for IT - Amount: \$11,200
2. Winter Equipment Co. - Snow plow blades - Amount: \$15,875
3. Bonnell Industries - Snow plow blades - Amount: \$18,657
4. Siemens Industries - HVAC panel upgrade @ PW - Amount: \$22,555
5. Siemens Industries - HVAC controls upgrade @ PW - Amount: \$35,993
6. CES Computers - Three color printers for IT - Amount: \$24,029
7. CHS, Inc. - Road salt offloading - Amount: \$36,372

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

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

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

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group:  
Department: Legal  
Contact Info: Tom Warner  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Public Hearing on the proposed adoption of the International Code Council's 2015 International Property Maintenance Code with Amendments. [All Wards]

Recommendation:  
Hold the public hearing

Background:  
The proposed ordinance revising Title 8 includes the adoption of the International Code Council's 2015 International Property Maintenance Code. The public hearing provides the opportunity for individuals to speak for or against the adoption with amendments of this third party code.

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	9/26/2018 - 10:52 AM
Finance Committee	Watson-Arnould, Kathe	Approved	9/26/2018 - 10:54 AM
City Clerk	Admin, Default	Approved	9/26/2018 - 11:28 AM

City of Davenport

Agenda Group:  
Department: Public Works - Engineering  
Contact Info: Amy Kay (563) 327-5160  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Public Hearing on the plans, specifications, form of contract and estimated cost for the construction of Phase I of a stream bank stabilization project on Silver Creek. Estimated cost \$195,000.00 CIP #33022. [Ward 2]

Recommendation:  
Hold the hearing.

Background:  
The proposed project consists of tree clearing, bank sloping, stream bank toe rock stabilization, vegetation establishment and tree planting along the banks of Silver Creek. This work will help protect property and infrastructure as well as reduce erosion along the stream.

The project letting is proposed for October 2018 with construction completion by May 2019.

Project Management /inspections will be completed by Natural Resources Division Staff.

ATTACHMENTS:

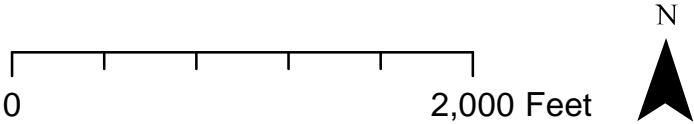
Type	Description
▣ Backup Material	SilverCreekStabMap

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 10:28 AM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:17 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:37 PM



# Silver Creek Stream Restoration



City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 563.888.2286

Wards:

**Action / Date**

**9/19/2018**

Subject:

Second Consideration: Ordinance for case REZ18-12 being the request of Chris Townsend on behalf of Jimmy Holt, to rezone 1.43 acres, more or less, of property located at 3730 West Locust Street from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District. [Ward 1]

Recommendation:

Adopt the ordinance.

Background:

The Plan and Zoning Commission forwards Case REZ18-12 to the City Council with a recommendation for approval subject to the following conditions:

1. That no self-storage units be located within 150 feet of the West Locust Street right-of-way;
2. That no self-storage unit overhead doors face West Locust Street;
3. That a six foot high fence be installed along the east, north and west property lines surrounding the self-storage unit development.

**ATTACHMENTS:**

Type	Description
▣ Ordinance	Ordinance
▣ Backup Material	Land Use Plan
▣ Backup Material	Plan and Zoning Commission Letter to City Council - 9-5-2018
▣ Backup Material	Plan and Zoning Commission Vote Results - 9-4-2018
▣ Backup Material	Staff Report to Plan and Zoning Commission - 9-4-2018 Meeting
▣ Backup Material	Public Hearing Notice

**REVIEWERS:**

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2018 - 10:32 AM
Community Development Committee	Berger, Bruce	Approved	9/13/2018 - 10:34 AM
City Clerk	Admin, Default	Approved	9/13/2018 - 2:47 PM



## ORDINANCE NO.

ORDINANCE for Case No. REZ18-12 being the request of Chris Townsend on behalf of Jimmy Holt, to rezone 1.43 acres, more or less, of property located at 3730 West Locust Street from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District. [Ward 1]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned.

The property has the following legal description:

Part of the east half of the of the southeast quarter of the Southeast Quarter of Section 20, Township 78 North, Range 03 East of the 5th P.M., Davenport, Scott County, Iowa being more particularly described as follows:

Beginning at a point 30 feet north and 231 feet west of the southeast corner of the southeast quarter of the Southeast Quarter of said Section 20; thence north 630 feet; thence west 99 feet; thence south 630 feet; thence east 99 to the point of beginning. Excepting therefrom that portion conveyed to the City of Davenport by deed and construction easement filed May 20, 1987 and recorded as Document #9623-87, in the Office of the Recorder of Scott County, Iowa. Subject to easements, restrictions and covenants of record. Said tract contains 1.4 acres, more or less.

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

1. That no self-storage units be located within 150 feet of the West Locust Street right-of-way;
2. That no self-storage unit overhead doors face West Locust Street;
3. That a six foot high fence be installed along the east, north and west property lines surrounding the self-storage unit development.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch, Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, CMC, Deputy City Clerk

Published in the *Quad City Times* on \_\_\_\_\_

# ZONING EXHIBIT

## WRS CONSTRUCTION W. LOCUST ST STORAGE TO THE CITY OF DAVENPORT, IA



GRAPHIC SCALE  
30 0 15 30  
( IN FEET )  
1" = 30' (24x36)

SITE LOCATION MAP



APPROXIMATE SITE LOCATION

### GENERAL NOTES

#### 1. LEGAL DESCRIPTION OF PROPERTY:

PART OF THE EAST HALF OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 20, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET NORTH AND 231 FEET WEST OF THE SOUTH EAST CORNER OF THE SOUTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SAID SECTION 20; THENCE NORTH 63.0 FEET; THENCE WEST 99 FEET; THENCE SOUTH 630 FEET; THENCE EAST 99 FEET TO THE PLACE OF BEGINNING, CONTAINING APPROXIMATELY 1.4 ACRES.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF DAVENPORT BY DEED AND CONSTRUCTION EASEMENT FILED MAY 25, 1987 AND RECORDED AS DOCUMENT #8623-87, IN THE OFFICE OF THE RECORDER OF SCOTT COUNTY, IOWA, SUBJECT TO EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.

- PROPOSED P.D.D. ZONING
- EXISTING R-3 ZONING
- EXISTING C-1 ZONING

EXISTING DRAINAGE AREA

TOTAL AREA OF SITE = 62,370 SQ.FT.

#### AREA OF PROPOSED USES:

1. STORAGE UNITS (BUILDINGS) = 14,040 SQ.FT.
2. PARKING & ACCESS (IMPERVIOUS) = 18,371 SQ.FT.
3. GREENSPACE (DETENTION & LANDSCAPING) = 29,959 SQ.FT.

#### PERCENTAGE OF SITE TO BE USED FOR PROPOSED USES:

1. STORAGE UNITS (BUILDINGS) = 22.51%
2. PARKING & ACCESS (IMPERVIOUS) = 29.46%
3. GREENSPACE (DETENTION & LANDSCAPING) = 48.03%

TOTAL PERCENTAGE OF SITE TO BE USED FOR PROPOSED USES = 51.97%



**TOWNSEND**  
ENGINEERING

DATE: 8/13/2018  
TE PROJECT NO: 386.4236

DRAWN BY: KRZ  
CHECKED BY: CRT  
DRAWING LOCATION: 3730 W LOCUST STREET, DAVENPORT, IA 52803

REVISIONS:  
NO. DESCRIPTION DATE

PROJECT:  
ZONING EXHIBIT  
W. LOCUST ST STORAGE  
3730 W. LOCUST ST  
DAVENPORT, IA

DEVELOPER:  
WRS CONSTRUCTION  
828 WAVERLY RD  
DAVENPORT, IA

SHEET NO.  
1 OF 1



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Community Planning and Economic Development Department  
City Hall - 226 West Fourth Street - Davenport, Iowa 52801  
Telephone: 563-326-7765  
[www.cityofdavenportiowa.com](http://www.cityofdavenportiowa.com)

September 5, 2018

Honorable Mayor and City Council  
City Hall  
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 4, 2018, the City Plan and Zoning Commission considered Case REZ18-12 being the request of Chris Townsend on behalf of Jimmy Holt, to rezone 1.43 acres, more or less, of property located at 3730 West Locust Street from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District. [Ward 1]

Finding:

The use of the property would achieve consistency with the Residential General Davenport 2035 Future Land Use designation because the proposed design and conditions recommended by City staff would adequately safeguard surrounding residential development.

The Plan and Zoning Commission accepted the listed findings and forwards Case No. REZ18-12 to the City Council with a recommendation for approval subject to the following conditions:

1. That no self-storage units be located within 150 feet of the West Locust Street right-of-way;
2. That no self-storage unit overhead doors face West Locust Street;
3. That a six foot high fence be installed along the east, north and west property lines surrounding the self-storage unit development.

The Commission vote was 5 yes, 4 no and 0 abstention.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Inghram', written over a light gray rectangular background.

Robert Inghram, Chairperson  
City Plan and Zoning Commission

Meeting Location: Council Chambers-City Hall

[illegible]



City of Davenport  
Community Planning & Economic Development Department  
**FINAL STAFF REPORT**

**Meeting Date:** September 4, 2018  
**Request:** Rezoning from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District.  
**Address:** 3730 West Locust Street.  
**Case:** REZ18-12  
**Applicant:** Chris Townsend on behalf of Jimmy Holt

**Recommendation:**

Staff recommends the Plan and Zoning Commission accept the listed finding and forward Case REZ18-12 to the City Council with a recommendation for approval subject to the three conditions.


**Introduction:**

The applicant is requesting to rezone to "PDD" Planned Development District to facilitate development of the property for self-storage units.

**AREA CHARACTERISTICS:**

*Zoning Map*



 Subject Property



*Land Use Map*



 Subject Property





**Background:****Comprehensive Plan:**

Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Davenport 2035 Future Land Use Designation: Residential General

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

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

**Technical Review:**

Streets. The development is proposed to only have access to West Locust Street.

Storm Water. The elevation of the property falls from south to north. It is unclear as to the location of the stormwater outfall. The development of the property would need to comply with the City stormwater ordinance.

Sanitary Sewer. No sanitary sewer is proposed with this development.

Other Utilities. Other normal utility services are available.

Parks/Open Space. The proposed rezoning does not impact any existing or planned parks or public open spaces.

**Public Input:**

A neighborhood meeting was held on August 6, 2018 Plan and Zoning Commission. Approximately 15 residents attended. The developer was present to answer questions concerning the proposed development. Members in the audience appeared supportive of the request.

City staff has received a few phone calls inquiring about the proposed development.

**Discussion:****Request Summary:**

The applicant is requesting to rezone to "PDD" Planned Development District to facilitate development of the property for self-storage units.

Comprehensive Plan:

Davenport 2035 currently designates the subject property *Residential General*.

*Davenport 2035 Residential General* reads in part,

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

The purpose of this language is to adequately safeguard surrounding residential development.

It is staff's opinion that West Locust Street is an edge where higher intensity may be considered. However, the development would extend approximately 620 feet north of West Locust Street, which would be further than an "edge".

It is staff's opinion that the use of the property would achieve consistency with the Residential General Future Land Use designation because the proposed design and conditions recommended by City staff would adequately safeguard surrounding residential development.

Proposed Land Use Plan:

"PDD" Planned Development District requires approval of the zoning and associated Land Use Plan and subsequent approval of a Final Development Plan.

The "PDD" Planned Development District requires a Land Use Plan to including the following (Section 17.32.050 of the Davenport City Code):

- A. *A drawing or set of drawings and other materials that include, but may not be limited to, the following:*
- 1. The existing land use and zoning surrounding the proposed development and the distance from the subject property line to the nearest structures on all abutting properties within two hundred feet of the perimeter of the site.*

Staff commentary: The proposed PDD Land Use Plan depicts the existing land use and zoning surrounding the proposed development.

- 2. The location of existing services, including: water, sanitary and storm sewer, electric, gas, streets, the capacity of those services and the service requirements of the development.*

Staff commentary: The proposed PDD Land Use Plan depicts the location of existing services. City staff waived the requirement that the capacity of those services and the service requirements of the development be provided as this will be reviewed during administrative site plan review.

- 3. The site constraints including:*
  - a. Slopes in excess of ten percent;*

Staff commentary: There are no slopes in excess of 10 percent.

- b. Drainage ways that carry water from abutting properties, drainage ways that drain areas on the site in excess of one acre and any area designated as a flood plain or floodway as defined in Chapter 15.44*

Staff commentary: The proposed PDD Land Use Plan depicts the drainage basin of the proposed development. Consistency with the City's stormwater ordinance would be reviewed during administrative site plan review.

- c. Soils that are unsuitable or require special treatment to support urban development as determined by the Soil Conservation Service Soil Survey. If unsuitable conditions are indicated field testing may be required.*

Staff commentary: A soils maps has not been provided. City staff waived the requirement that unsuitable soils been identified as this will be reviewed during administrative site plan review.

- 4. The total area in square feet of uses proposed for the site and the percentage of the site that is to be used for parking and building (impervious surface).*

Staff commentary: The proposed PDD Land Use Plan contains total area in square feet of uses proposed for the site and the percentage of the site that is to be used for parking and building as are as follows:

1. Storage units: 14,040 square feet
2. Parking and impervious surface area: 18,371 square feet
3. Greenspace and pervious surface area: 29,959 square feet

- 5. A two foot interval topographic map of the site on a scale base of one inch equals fifty feet or other scale as approved by the development official.*

Staff commentary: The proposed PDD Land Use Plan contains topographic data.

- 6. A traffic study which analyzes the aggregate trip generation to and from the site and the ability of the existing street system to accommodate the anticipated generation. Specific improvements should be proposed if the development causes the projected level of service to be less than level "C," as defined by the most recent version of the Highway Capacity Manual by the Transportation Research Board of The National Safety Research Council.*

Staff commentary: A traffic study has not been provided. City staff waived the requirement for a traffic study because the proposed use would generate a low amount of traffic.

*The city council delegates authority to the city staff's development official to waive, at his or her discretion, any of the required submissions stated in Section 17.32.052A, 1 through Section 17.32.052A, 6 if the scale of the project, topography of the site or other reasons make them unnecessary. The city plan and zoning commission will be notified of any requirements that have been waived.*

## Staff Recommendation

### Finding:

The use of the property would achieve consistency with the Residential General Davenport 2035 Future Land Use designation because the proposed design and conditions recommended by City staff would adequately safeguard surrounding residential development.

Staff recommends the Plan and Zoning Commission accept the listed finding and forward Case REZ18-12 to the City Council with a recommendation for approval subject to the following conditions:

1. That no self-storage units be located within 150 feet of the West Locust Street right-of-way;
2. That no self-storage unit overhead doors face West Locust Street;
3. That a six foot high fence be installed along the east, north and west property lines surrounding the self-storage unit development.

Prepared by:

A handwritten signature in blue ink, appearing to read 'Ryan Rusnak', with a stylized flourish at the end.

Ryan Rusnak, AICP  
Planner III

To: Accounting/Public Notices

Re: Public Notice

Please publish the following Committee of the Whole public hearing notice no later than the September 12<sup>th</sup>, 2018 edition of the Quad City Times.

The PO number for this notice is PO 1903342

We would appreciate receiving proof of publication for our records. If you have any questions, please contact me at the same email address this was sent with or at my phone number listed in my email.

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NOTICE  
PUBLIC HEARING  
WEDNESDAY, SEPTEMBER 19, 2018, 2018 5:30 PM  
CITY OF DAVENPORT COMMITTEE OF THE WHOLE  
COUNCIL CHAMBERS - DAVENPORT CITY HALL  
226 WEST 4th STREET – DAVENPORT, IOWA

There are on file in the City of Davenport Community Planning and Economic Development Department the following petitions:

Case REZ18-12: Request of Chris Townsend on behalf of Jimmy Holt, to rezone 1.43 acres, more or less, of property located at 3730 West Locust Street from "C-1" Neighborhood Commercial and "R-3" Moderate Density Dwelling District to "PDD" Planned Development District. [Ward 1]

The legal description of the proposed rezoning is as follows: Part of the east half of the of the southeast quarter of the Southeast Quarter of Section 20, Township 78 North, Range 03 East of the 5th P.M., Davenport, Scott County, Iowa being more particularly described as follows: Beginning at a point 30 feet north and 231 feet west of the southeast corner of the southeast quarter of the Southeast Quarter of said Section 20; thence north 630 feet; thence west 99 feet; thence south 630 feet; thence east 99 to the point of beginning. Excepting therefrom that portion conveyed to the City of Davenport by deed and construction easement filed May 20, 1987 and recorded as Document #9623-87, in the Office of the Recorder of Scott County, Iowa. Subject to easements, restrictions and covenants of record. Said tract contains 1.4 acres, more or less.

The Plan and Zoning Commission forwards Case REZ18-12 to the City Council with a recommendation for approval subject to the following conditions:

1. That no self-storage units be located within 150 feet of the West Locust Street right-of-way;
2. That no self-storage unit overhead doors face West Locust Street;
3. That a six foot high fence be installed along the east, north and west property lines surrounding the self-storage unit development.

Public hearing(s) on the above matter(s) are scheduled for 5:30 p.m. or as soon thereafter as possible on Wednesday, September 19, 2018 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. You may submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments to be reported at the public hearing should be received in the Department of Community

Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO No. 1903342

Department of Community Planning & Economic Development  
E-MAIL: [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) PHONE: 563-326-7765

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn, 888-2286

Wards:

**Action / Date**

**9/19/2018**

Subject:

Second Consideration: Ordinance for Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

Recommendation:

Adopt the Ordinance

Background:

Findings:

The proposed rezoning is consistent with the Comprehensive Plan.

The proposed use is consistent with adjacent uses/business to the north, east, and south.

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case REZ18-13 to the City Council for approval.

The Commission vote was 8-0.

THE PROTEST RATE IS 0.0%.

For further background information please refer to the background materials.

**ATTACHMENTS:**

Type	Description
▣ Executive Summary	CD ORD REZ18-13 Greensheet
▣ Exhibit	CD ORD Only REZ18-13
▣ Backup Material	Background REZ18-13

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Koops, Scott	Approved	9/10/2018 - 11:13 AM

## City of Davenport

Committee: Community Development  
Department: Community Planning & Economic Development  
Contact Info: Matt Flynn 888-2286  
Ward: 1st

Action / Date  
CD 09/19/18

### Subject:

ORDINANCE for Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

### Recommendation:

Adopt the Ordinance

### Relationship to Goals:

Fiscal Vitality

### Background:

#### Findings:

1. The proposed rezoning is consistent with the Comprehensive Plan.
2. The proposed use is consistent with adjacent uses/business to the north, east, and south.

### Recommendation:

Staff recommends the Plan and Zoning Commission forward Case REZ18-13 to the City Council for approval.

The Commission vote was 8-0.

THE PROTEST RATE IS 0.0%.

For further background information please refer to the background materials.



## ORDINANCE NO.

ORDINANCE for Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned.

The property has the following legal description:

The legal description of the proposed rezoning is as follows: Part of the Southeast Quarter of Section 32, Township 79 North, Range 03 East of the 5th P.M., Davenport, Scott County, Iowa being more particularly described as follows: Commencing, as a point of reference, at the northeast corner of the Southeast Quarter of said Section 32; thence west (assumed bearing for this survey) 775.24 feet along the north line of the Southeast Quarter of said Section 32 to a point on the east line of Fairmount Street as now established in the City of Davenport, Iowa, said point being the Point of Beginning of the tract of land hereinafter described; thence continuing, west 1877.97 feet along the north line of the Southeast Quarter of said Section 32 to the northwest corner of the Southeast Quarter of said Section 32; thence South 00 degrees 21 minutes 45 seconds East 934.09 feet along the west line of the Southeast Quarter of said Section 32 to the north line of Interstate 80 as now established; thence South 82 degrees 06 minutes 00 seconds East 914.22 feet along the north line of Interstate 80 to a point of curvature; thence southeasterly 377.00 feet along the north line of said Interstate 80 being a curve concave northeasterly having a radius of 11248.50 feet and a chord bearing and distance of South 83 degrees 03 minutes 20 seconds East 376.98 feet; thence North 00 degrees 21 minutes 45 seconds West, 1055.34 feet along a line parallel with the west line of the Southeast Quarter of said Section 32 to a point being 50.00 feet normally distant from the north line of the Southeast Quarter of said Section 32, thence East 598.97 feet from the north line of the Southeast Quarter of said Section 32, thence North 50.00 feet to the point of beginning. Containing 30.7 acres, more or less. Excepting therefrom that portion of the above described property dedicated to the public for street right-of-way purposes.

The City Plan and Zoning Commission accepted the findings and forwards Case REZ18-13 to the City Council for approval.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch, Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, CMC, Deputy City Clerk

Published in the *Quad City Times* on \_\_\_\_\_

## ORDINANCE NO.

ORDINANCE for Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

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

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The City Plan and Zoning Commission accepted the findings and forwards Case REZ18-13 to the City Council for approval.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch, Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, CMC, Deputy City Clerk

Published in the *Quad City Times* on \_\_\_\_\_



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*Community Planning and Economic Development Department  
City Hall - 226 West Fourth Street - Davenport, Iowa 52801  
Telephone: 563-326-7765  
[www.cityofdavenportiowa.com](http://www.cityofdavenportiowa.com)*

September 5, 2018

Honorable Mayor and City Council  
City Hall  
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 4, 2018, the City Plan and Zoning Commission considered Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

Findings:

1. The proposed rezoning is consistent with the Comprehensive Plan.
2. The proposed use is consistent with adjacent uses/business to the north, east, and south.

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case REZ18-13 to the City Council for approval.

The Commission vote was 8 yes, 0 no and 0 abstention.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Inghram', with a stylized flourish at the end.

Robert Inghram, Chairperson  
City Plan and Zoning Commission

**Meeting Location:** Council Chambers-City Hall

[illegible]



City of Davenport  
Community Planning & Economic Development Department  
**FINAL STAFF REPORT**

**Date:** September 4, 2018  
**Request:** Rezoning (A-1 to M-1)  
**Address:** 8228 N Fairmount St  
**Case No.:** REZ18-13  
**Applicant:** Hawkeye Paving

**Recommendation:**

Staff recommends the Plan and Zoning Commission forward Case REZ18-13 to the City Council for approval.

**Description:**

Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of contractor headquarters, shop and equipment storage. [Ward: 2]

**AREA CHARACTERISTICS:**

**Aerial**



## Zoning Map



### **Background:**

#### **Comprehensive Plan:**

Within Existing Urban Service Area: Yes

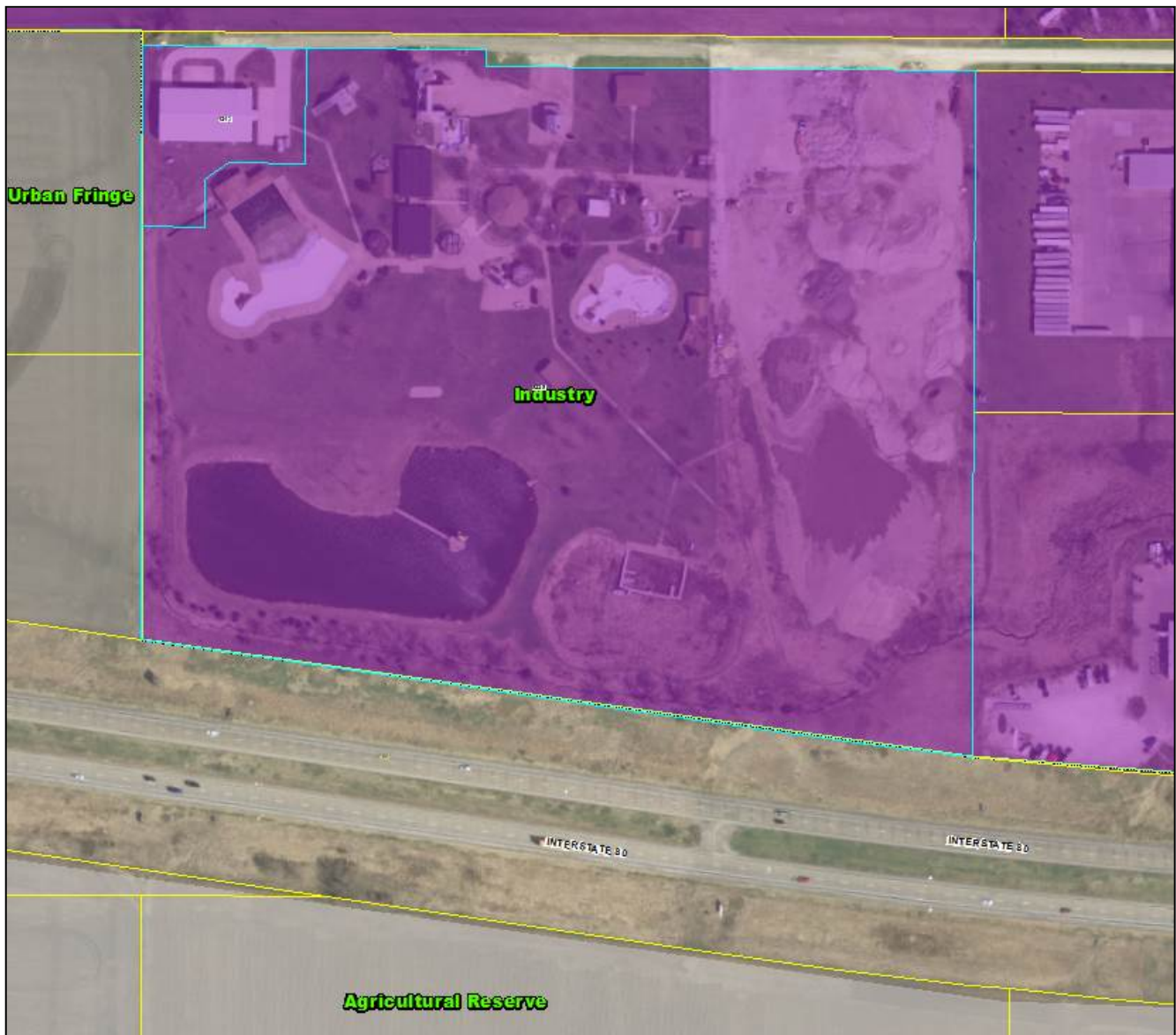
Within Urban Service Boundary +2035: Yes

Future Land Use Designation:

Industry (I) - Designates areas devoted to manufacturing, assembly/fabrication, warehousing and distribution, research and technological innovation centers, and associated commercial/office uses developed at a scale as to warrant access to good transportation networks and separation or buffering from residential uses.



## Land Use



Relevant Goals to be considered in this Case:  
Fiscal Vitality

### **Technical Review:**

Streets. No new streets are proposed. Access will remain the same.

Storm Water. No impact at this time. The site plan for the proposed building will be reviewed through regular permitting processes.

Sanitary Sewer. Sanitary sewer service is located on the site.

Other Utilities. This is an urban area and normal utility services are available.

Parks/Open Space. No impact.

The City technical review discovery did not ascertain any issues with the proposed rezoning or use.

**Public Input:**

The neighborhood meeting was held August 7, 2018. No adjacent property owner attended nor did any other general public attend. The Public Hearing for REZ18-13 was held August 14<sup>th</sup>, and no concerns were brought forward at that time.

**Discussion:**

The proposed rezoning (M-1) is consistent with the *Davenport+2035 Land Use Plan*, and is adjacent to other industrially zoned property. The proposed uses (contractor headquarters, shop and equipment storage) are allowed by right in the M-1 District.

Staff does not foresee any issues with the proposed rezoning that would necessitate mitigation. The proposed use and zoning are industrial which are proposed for an industrial area as it presently exists and as proposed on the Comprehensive Plan.

**Staff Findings and Recommendation:****Findings:**

1. The proposed rezoning is consistent with the Comprehensive Plan.
2. The proposed use is consistent with adjacent uses/business to the north, east, and south.

**Recommendation:**

Staff recommends the Plan and Zoning Commission forward Case REZ18-13 to the City Council for approval.

Prepared by:



Scott Koops, AICP  
Planner II

## Zoning Map Amendment Application

226 West 4<sup>th</sup> Street  
Davenport, Iowa 52801  
(563) 326-7765  
[Planning@ci.davenport.ia.us](mailto:Planning@ci.davenport.ia.us)

### COMMUNITY PLANNING & ECONOMIC DEVELOPMENT

**Property Address\***

**\*If no property address, please submit a legal description of the property.**

#### **Applicant (Primary Contact)\*\***

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

#### **Owner** (if different from Applicant)

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

#### **Engineer** (if applicable)

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

#### **Architect** (if applicable)

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

#### **Attorney** (if applicable)

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

#### *Application Form Type:*

##### **Plan and Zoning Commission**

- Rezoning (Zoning Map Amendment) ☒  
Zoning Ordinance Text Amendment ☐  
Right-of-way or Easement Vacation ☐  
Final Development Plan ☐  
Voluntary Annexation ☐  
Subdivision ☐

##### **Zoning Board of Adjustment**

- Appeal from an Administrative Decision ☐  
Special Use Permit - New Cell Tower ☐  
Home Occupation Permit ☐  
Special Exception ☐  
Special Use Permit ☐  
Hardship Variance ☐

##### **Design Review Board**

- Certificate of Design Approval ☐  
Demolition Request in the Downtown ☐

##### **Historic Preservation Commission**

- Certificate of Appropriateness ☐  
Landmark Nomination ☐  
Demolition Request ☐

##### **Administrative**

- Floodplain Development ☐  
Cell Tower Co-Location ☐  
Identification Signs ☐  
Site Plan ☐

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

**Request:**Existing Zoning: Proposed Zoning Map Amendment: Total Land Area:  Does the Property Contain a Drainage Way or is it Located in a Floodplain Area: ☐ Yes ☒ No**Submittal Requirements:**

- The following items should be submitted to [Planning@ci.davenport.ia.us](mailto:Planning@ci.davenport.ia.us) for review:
- The completed application form.
- Recorded warranty deed or accepted contract for purchase.
- Authorization form, if applicable. If the property is owned by a business entity, please provide Articles of Incorporation.
- A legal description of the request if not easily described on the deed or contract for purchase.
- Required fee:
  - Zoning Map Amendment is less than 1 acre - \$400.
  - Zoning Map Amendment is one acre but less than 10 acres - \$750 plus \$25/acre.
  - Zoning Map Amendment is 10 acres or more - \$1,000 plus \$25/acre.
  - \$5.00 per sign; more than one sign may be required depending upon the area of the request.

**Formal Procedure:****(1) Application:**

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

**(2) Public Notice for the Plan and Zoning Commission public hearing:**

- After submitting the application the applicant shall post notification sign(s) supplied by the City on property at least two weeks prior to the public hearing. A minimum of one sign shall be required to face each public street if the property has frontage on that street. It is Planning staff's discretion to require the posting of additional signs. The purpose of the notification sign(s) is to make the public aware of the request. Failure to post signs as required may result in a delay of the request.
- The applicant shall hold a neighborhood meeting as per the attached meeting guidelines.
- Planning staff will send a public hearing notice to surrounding property owners.

**(3) Plan and Zoning Commission's consideration of the request:**

- Planning staff will perform a technical review of the request and present its findings and recommendation to the Plan and Zoning Commission.
- The Plan and Zoning Commission will hold a public hearing on the request. Subsequently, the Plan and Zoning Commission will vote to provide its recommendation to the City Council. The Plan and Zoning Commission's recommendation is forwarded to the City Council.

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

- Planning staff will send a public hearing notice to surrounding property owners.
- The Committee of the Whole (COW) will hold a public hearing on the request. Subsequently, the City Council will vote on the request. For a zoning map amendment to be approved three readings of the Ordinance are required; one reading at each Council Meeting. In order for the Ordinance to be valid it must be published. This generally occurs prior to the next City Council meeting.

Applicant: Beau Beaton

Date: 7/24/18

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

Received by: Scott Koops

Date: 7/24/18

Planning staff

Date of the Public Hearing: 8/14/18

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

### Authorization to Act as Applicant

I, Beau Perkins  
authorize IMEG Corp.  
to act as applicant, representing me/us before the Plan and Zoning Commission and City Council for the  
property located at WAKKY WATERS SITE.



Signature(s)\*

\*Please note: original signature(s) required.

## **Hawkeye Paving Neighborhood Meeting Summary- 8/7/18- 5:30 PM**

1. List of attendees
  - a. Beau Perkins- Hawkeye Paving
  - b. Tony Perkins- Hawkeye Paving
  - c. Ryan Fick- Mel Foster Co.
  - d. Scott Koops- City of Davenport
  - e. Bob Ingraham- City of Davenport
2. Summary
  - a. There were six notices sent out and no one from the public attended the meeting.



**PUBLIC HEARING NOTICE  
PLAN AND ZONING COMMISSION  
CITY OF DAVENPORT**



**Public Hearing Details:**

Date: 8/14/2018  
Time: 5:00 PM  
Location: Council Chambers at City Hall, 226 West 4th Street Davenport, Iowa  
Subject: Public hearing for a rezoning request before the Plan and Zoning Commission  
Case #: REZ18-13

Ward: **2nd**

To: All property owners within 200 feet of the subject property located at **8228 N. Fairmount Street.**

**What is this All About?**

This notice is being sent to inform you that a public hearing will be held for a rezoning request. The purpose of the rezoning request is to change the property's allowed uses by changing the zoning classification.

Request Description

**Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2]**

**What are the Next Steps after the Public Hearing?**

This public hearing is the first step in the review/approval process. The Commission's recommendation from this public hearing will be forwarded to the City Council which will then hold its own public hearing. You will receive a notice of the City Council's public hearing as you received this notice. For the specific dates and times of subsequent meetings, please contact the case planner below.

**Would You Like to Submit an Official Comment?**

As a neighboring property owner, you may have an interest in commenting on the proposed request either in writing/email or in person at the public hearing. If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the public hearing. Send comments to [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) or CPED, 226 W 4th St, Davenport IA 52801.

**Do You Have Any Questions?**

If you have any questions on this request, or if you need accommodations for any reason, please contact Scott Koops, AICP, the case planner assigned to this project at [sek@ci.davenport.ia.us](mailto:sek@ci.davenport.ia.us) or 563-328-6701. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note that items may be removed from the agenda or tabled to a future hearing date at the request of the Petitioner or Commission/Board. If you are interested in the current schedule and outcome of this case, please contact the Community Planning Office at 563-326-7765 or [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) for updates.



## Neighborhood Meeting and Adjacent Owner Notice List

Parcel	Property Address	Owner Name	Owner Street	Owner CityStateZip
Petitioner:	Hawkeye Paving		801 42nd St	Bettendorf, IA 52722
P&Z Chair:	Bob Inghram		<a href="mailto:bingham@activethermal.net">bingham@activethermal.net</a>	
Council Clerk:	Tiffany Thorndike		<a href="mailto:tthorndike@ci.davenport.ia.us">tthorndike@ci.davenport.ia.us</a>	
Neighborhood:	None			
Ward/Ald:	2nd Ward	Alderman <last name>	<a href="mailto:mdickmann@ci.davenport.ia.us">mdickmann@ci.davenport.ia.us</a>	6 Notices Sent
Ward/Ald:	At-Large	Alderman Condon	<a href="mailto:jcondon@ci.davenport.ia.us">jcondon@ci.davenport.ia.us</a>	
Ward/Ald:	At-Large	Alderman Gripp	<a href="mailto:kgripp@ci.davenport.ia.us">kgripp@ci.davenport.ia.us</a>	
V3205-02	8730 NORTHWEST BD	CHERYLE L FRYE REVOCABLE TRUST	12398 210TH ST	DAVENPORT IA 52804
V3223-16	N FAIRMOUNT ST	INTERSTATE RV PARK & CAMPGROUND	8448 N FAIRMOUNT	DAVENPORT IA 52806
V3235-12		KUNDEL JOHN L	5104 EMEIS VIEW CT	DAVENPORT IA 52804
V3235-14		JOHN L KUNDEL	5104 EMEIS VIEW CT	DAVENPORT IA 52804
V3239-01	8200 N FAIRMOUNT ST	ROGER L SAVAGE	614 SPANISH PEAKS DR	MISSOULA MT 59803
V3239-03	8100 N FAIRMOUNT ST	GEOBER LLC	I-380 & AIRPORT RD PO BOX 67	CEDAR RAPIDS IA 52406

## **RE: Notice of a Neighborhood Meeting**

**Day/Time:** Tuesday, August 7, 2018 – 5:30 P.M.  
**Address:** 8228 N. Fairmount St  
**Location:** At the Site, Midwest Center for Safety & Rescue Training  
(former Wacky Waters site)

You are invited to a neighborhood meeting regarding the following rezoning request which will be before the Davenport City Plan and Zoning Commission on August 14<sup>th</sup> for a Public Hearing:

Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2]

Please see map on the back for the location of the proposed rezoning.

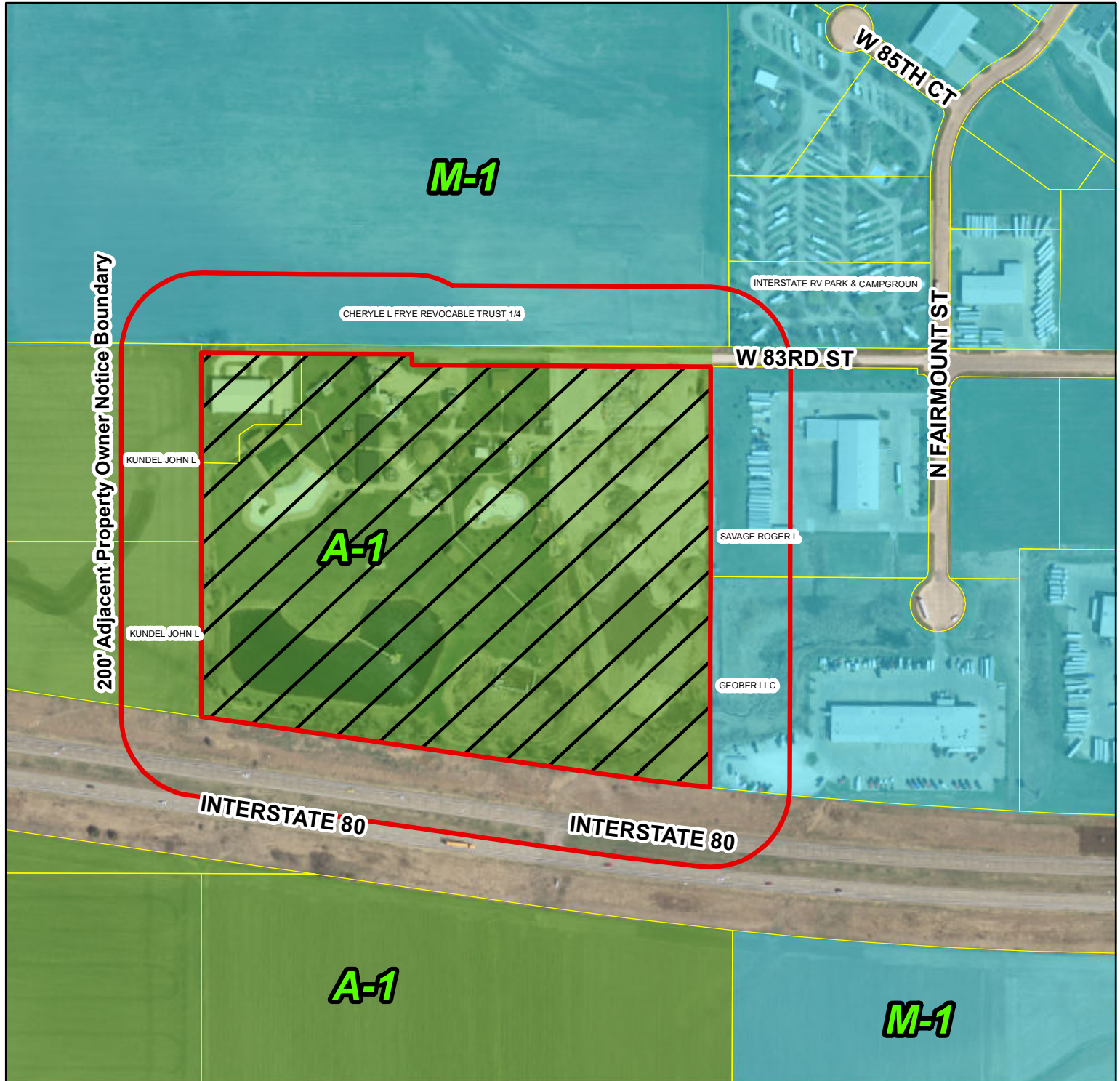
The purpose of this meeting is to provide an informal setting to allow the developer to describe the proposed development, answer any questions you have and hear any concerns about the proposed development.

The City of Davenport will send additional notices informing you of the date, time and location of public hearings for the rezoning request.

City of Davenport  
Community Planning and Economic Development Department  
Phone 563-326-7765, email [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us)

# Request for a Zoning Map Amendment (Rezoning)

Plan & Zoning Commission: Adjacent Property Owner Notice Area



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

## Legend

 Subject Property

0 100 200 400 Feet

1 inch = 350 feet



Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2] Public Hearing Date: Aug. 14th, 2018



**PUBLIC HEARING NOTICE  
PLAN AND ZONING COMMISSION  
CITY OF DAVENPORT**



**Public Hearing Details:**

Date: 8/14/2018  
Time: 5:00 PM  
Location: Council Chambers at City Hall, 226 West 4th Street Davenport, Iowa  
Subject: Public hearing for a rezoning request before the Plan and Zoning Commission  
Case #: REZ18-13

Ward: **2nd**

To: All property owners within 200 feet of the subject property located at **8228 N. Fairmount Street.**

**What is this All About?**

This notice is being sent to inform you that a public hearing will be held for a rezoning request. The purpose of the rezoning request is to change the property's allowed uses by changing the zoning classification.

Request Description

**Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2]**

**What are the Next Steps after the Public Hearing?**

This public hearing is the first step in the review/approval process. The Commission's recommendation from this public hearing will be forwarded to the City Council which will then hold its own public hearing. You will receive a notice of the City Council's public hearing as you received this notice. For the specific dates and times of subsequent meetings, please contact the case planner below.

**Would You Like to Submit an Official Comment?**

As a neighboring property owner, you may have an interest in commenting on the proposed request either in writing/email or in person at the public hearing. If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the public hearing. Send comments to [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) or CPED, 226 W 4th St, Davenport IA 52801.

**Do You Have Any Questions?**

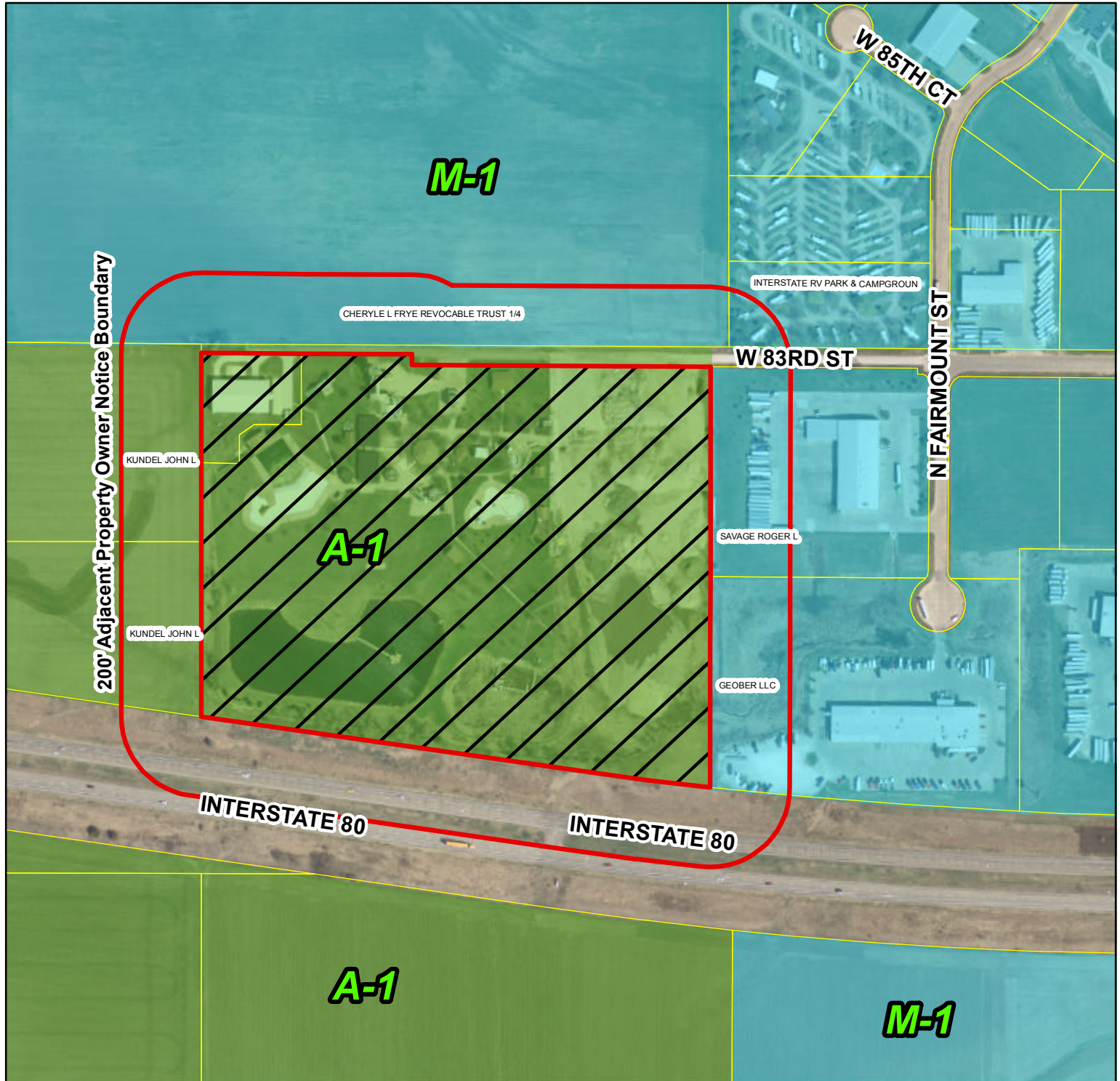
If you have any questions on this request, or if you need accommodations for any reason, please contact Scott Koops, AICP, the case planner assigned to this project at [sek@ci.davenport.ia.us](mailto:sek@ci.davenport.ia.us) or 563-328-6701. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note that items may be removed from the agenda or tabled to a future hearing date at the request of the Petitioner or Commission/Board. If you are interested in the current schedule and outcome of this case, please contact the Community Planning Office at 563-326-7765 or [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) for updates.



# Request for a Zoning Map Amendment (Rezoning)

Plan & Zoning Commission: Adjacent Property Owner Notice Area



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

## Legend

 Subject Property

0 100 200 400 Feet

1 inch = 350 feet



Request REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2] Public Hearing Date: Aug. 14th, 2018



**PUBLIC HEARING NOTICE  
CITY COUNCIL - COMMITTEE OF THE WHOLE  
CITY OF DAVENPORT**



**Public Hearing Details:**

Date: 9/19/2018 Ward: **2nd**  
Time: 5:30 PM  
Location: Council Chambers at City Hall, 226 West 4th Street Davenport, Iowa  
Subject: Public hearing for a rezoning request before the City Council - Committee of the Whole  
Case #: ORD18-02

To: All property owners within 200 feet of the subject property located at **8228 N. Fairmount Street.**

**What is this All About?**

This notice is being sent to inform you that a public hearing will be held for a rezoning request. The purpose of the rezoning request is to change the property's allowed uses by changing the zoning classification.

Request Description

**Case REZ18-13 of Hawkeye Paving for the rezoning of 30.7 acres, more or less, of real property located at 8228 N. Fairmount Street (former Wacky Waters site) from A-1 Agricultural District to M-1 Light Industrial District to facilitate development of a new contractor headquarters, shop and equipment storage. [Ward: 2]**

**What are the Next Steps after the Public Hearing?**

The City Plan and Zoning Commission forwarded this case to the City Council with a recommendation for approval at its last meeting. After this public hearing of the Committee of the whole this case will move on the the next sheduled City Council meeting for the first of three readings. For the specific dates and times of subsequent meetings, please contact the case planner as provided on this notice.

**Would You Like to Submit an Official Comment?**

As a neighboring property owner, you may have an interest in commenting on the proposed request either in writing/email or in person at the public hearing. If you intend to send in written comments, it is appreciated if those comments could be received by Community Planning no later than 12:00 PM *one day before* the public hearing. Send comments to [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) or CPED, 226 W 4th St, Davenport IA 52801.

**Do You Have Any Questions?**

If you have any questions on this request, or if you need accommodations for any reason, please contact Scott Koops, AICP, the case planner assigned to this project at [sek@ci.davenport.ia.us](mailto:sek@ci.davenport.ia.us) or 563-328-6701. Interpretive services are available at no charge. Servicios interpretativos libres estan disponibles. TTY: (563) 326-6145

Please note that items may be removed from the agenda or tabled to a future hearing date at the request of the Petitioner or Commission/Board. If you are interested in the current schedule and outcome of this case, please contact the Community Planning Office at 563-326-7765 or [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us) for updates.

City of Davenport

Agenda Group:  
Department: Public Works - Engineering  
Contact Info: Gary Statz (563) 326-7754  
Wards:

**Action / Date**  
**10/3/2018**

Subject:

First Consideration: Ordinance amending Schedule XIV of Chapter 10.96 entitled "Intersection Traffic Signals" by adding 53rd Street at the Costco entrance. [Ward 6]

Recommendation:

Approve the ordinance.

Background:

Traffic signal warrants will be met for the intersection of 53rd Street at the Costco entrance when Costco opens. The signals will be at the west entrance of this development and signal modifications will be made next year when the Portillo's development is built across the street. The entire cost of these signals will be paid by the developers.

ATTACHMENTS:

Type	Description
▣ Ordinance	PS_ORD_53rd at Costco signal_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 2:17 PM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:17 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XIV INTERSECTION TRAFFIC SIGNALS THERETO BY ADDING 53<sup>RD</sup> STREET AT THE COSTCO ENTRANCE.

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

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

53<sup>rd</sup> Street at the Costco entrance.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_

Jackie Holecek, MMC  
Deputy City Clerk



City of Davenport

Agenda Group: Public Safety  
Department: City Clerk  
Contact Info: Jackie E Holecek  
Wards: Various

**Action / Date**  
**10/3/2018**

**Subject:**

Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).

QC United, Run with the Bull 5K and Youth Relays, October 13, 2018, 6:00 AM - 12:00 (Noon);  
Closure Location: Gaines Street in front of Modern Woodmen Stadium {Ward 3}

Project Renewal, Halloween Block Party, October 31st, 2:00 PM - 6:00 PM; Closure Location:  
Intersections of 6th, Vine and Ash Streets [Ward 3]

Quad City Arts, Festival of Trees Holiday Parade, November 17, 2018, 4:00 AM - parade ends;  
Closure Location: Staging area: at 4:00 a.m. closing 3<sup>rd</sup> Street between Pershing and LeClaire  
Street and Iowa Street between 2<sup>nd</sup> and 4<sup>th</sup> Streets; Parade route: at 9 a.m. closing Second and  
Third Street from Pershing to Scott Street; all north/south streets will be closed between River  
Drive and 4<sup>th</sup> Street until parade end [Ward 3]

St. Paul the Apostle Church, Trunk or Treat, October 24, 2018, 4:30 PM - 8:30 PM; Closure Location:  
Rusholme Street between Carey and Arlington [Ward 5]

All Community Events, Electric Christmas, November 23-December 31, 8:00 AM - 12:00 AM daily;  
Closure Location: Beiderbecke Drive between Gaines and Marquette Street, [Ward 3]

Village of East Davenport, Christmas in the Village, November 30 and December 1, 2018, 3:00 PM -  
10:30 PM each day; Closure Location: 11th Street between Mound and Jersey Ridge Road and  
Christie from 11th Street to the alley north [Ward 5]

**Recommendation:**

Approve the resolution.

**Relationship to Goals:**

Vibrant Region

**ATTACHMENTS:**

Type	Description
□ Cover Memo	Resolution

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/17/2018 - 5:21 PM

RESOLUTION NO. 2018-

Resolution offered by Alderman Rawson

Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).

RESOLVED by the City Council of the City of Davenport.

Whereas, the City through its Special Events Policy has accepted the following application(s) to hold an outdoor event(s) on the following date(s), and

Whereas, upon review of the application(s) it has been determined that the street(s), lane(s) or public grounds listed below will need to be closed, and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s) or public grounds on the following date(s) and time(s):

*Entity: QC United*

*Event: Run with the Bull 5K and Youth Relays*

*Date: Saturday, October 13<sup>th</sup>*

*Time: 6:00 AM – 12:00 (Noon)*

*Closure Location: Gaines Street in front of Modern Woodmen Stadium*

*Ward: 3*

*Entity: Quad City Arts*

*Event: Festival of Trees Holiday Parade*

*Date: Saturday, November 17<sup>th</sup>*

*Time: Saturday at 4:00 AM until parade end*

*Closure Location: Staging area: at 4:00 a.m. closing 3<sup>rd</sup> Street between Pershing and LeClaire Street and Iowa Street between 2<sup>nd</sup> and 4<sup>th</sup> Streets; Parade route: at 9 a.m. closing Second and Third Street from Pershing to Scott Street; all north/south streets will be closed between River Drive and 4<sup>th</sup> Street until parade end*

*Ward: 3*

*Entity: St. Paul the Apostle Church*

*Event: Trunk or Treat*

*Date: October 24<sup>th</sup>*

*Time: 4:30 – 8:30 PM*

*Closure Location: Rusholme Street between Carey and Arlington*

*Ward: 5*

*Entity: Project Renewal  
Event: Halloween Neighborhood Block Party  
Date: Wednesday, October 31st  
Time: 2:00 – 6:00 p.m.  
Closure Location: Intersection of 6<sup>th</sup>, Vine and Ash Streets  
Ward: 3*

*Entity: All Community Events  
Event: Electric Christmas  
Date: November 23 – December 31  
Time: 8:00 AM to 12:00 AM Daily  
Closure Location: Beiderbecke Drive between Gaines and Marquette Street  
Ward: 3*

*Entity: Village of East Davenport  
Event: Christmas in the Village  
Date: November 30 and December 1  
Time: 3:00 PM – 10:30 PM each day  
Closure Location: 11<sup>th</sup> Street between Mound and Jersey Ridge Road and Christie from 11<sup>th</sup> Street to the alley north  
Ward: 5*

Approved this 10th day of October, 2018.

Approved:

Attest:



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Frank Klipsch, Mayor

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Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Sherry Eastman 326-7795  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprises LLC) - 2735 Telegraph Rd. - Adding Permanent Outdoor Area - License Type: C Liquor

Ward 3

The Diner (The Diner LLC) - 421 W River Dr. - Outdoor Area - License Type: C Liquor

Roam (Rearden Holdings, Inc.) - 210 E River Dr. - Outdoor Area - License Type: C Liquor

Ward 4

The Gypsy Highway Bar and Grill (The Gypsy Highway Corp.) - 2606 W Locust St. - Outdoor Area - License Type: C Liquor

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

Ward 1

Davenport Elks Lodge #298 (Benevolent and Protective Order of Elks #298) – 4400 W Central Park Ave. – License Type: C Liquor

Dollar General Store #2913 (Dolgenercorp, LLC) – 2217 Rockingham Rd. – License Type: C Beer / B Wine

Ward 2

Dollar General Store #4010 (Dolgenercorp, LLC) – 3936 N Pine St. – License Type: C Beer / B Wine

Ward 3

CASI (Center for Active Seniors, Inc.) – 1035 W Kimberly Rd. – Outdoor Area – License Type: C Liquor

La Flama Restaurant (Jam Brothers Inc.) – 114 Myrtle St., Suite F – License Type: C Liquor

Me and Billy (Collins Maus LLC) – 200 W 3<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Quad Cities Convention & Visitors Bureau (Quad Cities Convention & Visitors Bureau) – 136 E 3<sup>rd</sup> St., Suite B – License Type: B Native Wine

Radisson (Bucktown Lodging LLC) – 111 E 2<sup>nd</sup> St. – License Type: B Liquor

Ruby's (Infamous LLC) – 429 E 3<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Shenanigans (Here We Go Again, Inc.) - 303 W 3rd St. - License Type: C Liquor

#### Ward 4

Dhakals LLC (Dhakals LLC) – 3108 W Central Park Ave. – License Type: E Liquor / C Beer / B Wine

#### Ward 5

Locust Street Tavern (Locust Street Tavern, Inc.) – 331 E Locust St. – License Type: C Liquor

#### Ward 6

Chili's Southwest Grill (ERJ Dining IV, LLC) – 4020 E 53<sup>rd</sup> St. – License Type: C Liquor

Dollar General Store #254 (Dolgencorp, LLC) – 2170 E Kimberly Rd. – License Type: C Beer / B Wine

Exotic Thai Restaurant (Exotic Thai Restaurant, Inc.) – 2303 E 53<sup>rd</sup> St. – Outdoor Area – License Type: C Liquor

Noodles & Company (IWI Ventures, LLC) – 5345 Elmore Ave. – Outdoor Area – License Type: Beer / Wine

Pancho's Mexican Grill (Central Coast Hospitality, Inc.) – 4888 Utica Ridge Rd. – License Type: B Beer

Rudy's Tacos (CME 1066 Inc.) – 3944 Elmore Ave. – Outdoor Area – License Type: C Liquor

#### Ward 7

Bicycle Rack Sports Grill (Sports Station Inc.) – 3303 Brady St. – Outdoor Area – License Type: C Liquor

Chuck E. Cheese's #957 (CEC Entertainment, Inc.) – 903 E Kimberly Rd. – License Type: B Beer / B Wine

Dollar General Store #9381 (Dolgencorp, LLC) – 109 E 50<sup>th</sup> St. – License Type: C Beer / B

Wine

Habaneros Buffet and Cantina (Moran Business Enterprises LLC) – 1510 E Kimberly Rd. –  
License Type: C Liquor

Recommendation:  
Consider the license applications.

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/27/2018 - 11:38 AM
Finance Committee	Watson-Arnould, Kathe	Approved	9/27/2018 - 11:38 AM
City Clerk	Admin, Default	Approved	9/27/2018 - 1:05 PM

City of Davenport

Agenda Group:  
Department: Public Works - Engineering  
Contact Info: Gary Statz (563) 326-7754  
Wards:

**Action / Date**  
**10/3/2018**

Subject:

First Consideration: Ordinance amending Schedule I of Chapter 10.96 entitled "Snow Routes" by adding various streets. [Ward 8]

Recommendation:

Adopt the ordinance.

Background:

With new businesses opening in the industrial park and in the 53rd St / Elmore Ave corridor, there will be a need to have additional streets plowed in a timely manner. We will also need to add the new extension of 76th Street under construction. The following streets will be added to the snow route list.

Add:

- Enterprise Way from Hillandale Road to Granite Way
- Granite Way from Enterprise Way to Slopertown Road
- Slopertown Road from Granite Way to Division Street
- 76th Street from Northwest Blvd to Division Street
- Elmore Avenue from 53rd Street to Jersey Ridge Road
- Lorton Avenue from 53rd Street to 46th Street
- Lorton Avenue from 58th Street to Julie Lane

ATTACHMENTS:

Type	Description
▣ Ordinance	PW_ORD

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 2:24 PM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:24 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:37 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE I SNOW ROUTES THERETO BY ADDING VARIOUS STREETS.

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

Section 1. That Schedule I Snow Routes of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Enterprise Way from Hillandale Road to Granite Way  
Granite Way from Enterprise Way to Slopertown Road  
Slopertown Road from Granite Way to Division Street  
76<sup>th</sup> Street from Northwest Boulevard to Division Street  
Elmore Avenue from 53<sup>rd</sup> Street to Jersey Ridge Road  
Lorton Avenue from 53<sup>rd</sup> Street to 46<sup>th</sup> Street  
Lorton Avenue from 58<sup>th</sup> Street to Julie Lane

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

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

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

First Consideration \_\_\_\_\_

Second Consideration \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_

Jackie Holecek, MMC  
Deputy City Clerk



City of Davenport

Agenda Group:  
Department: Public Works - Admin  
Contact Info: Rich Oswald 326-6115  
Wards:

**Action / Date**  
**9/19/2018**

Subject:

Second Consideration: Ordinance amending multiple chapters located within Title 8, Health, Safety and Neighborhood Enhancement of the Davenport Municipal Code for the purposes of clarification and consistency with enforcement. [All Wards]

Recommendation:  
Amend the Ordinance

Background:

Through consistent enforcement efforts, it was found that several sections of Title 8 were in need of clarification and revision to accomplish the goals of City Council. Neighborhood Services and Davenport City Legal reviewed Title 8 (Health, Safety and Enhancement) as well as the supporting documents of the rental code in order to clearly define the expectations of the code and enforcement. This review also cleaned up erroneous references to old divisions and departments of the City of Davenport. In addition, the property maintenance standards are being updated to use the International Property Maintenance Code Book as the guiding document. This will allow inspections to be achieved more consistently following best practices of property maintenance.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/13/2018 - 11:13 AM
Public Works Committee	Lechvar, Gina	Approved	9/13/2018 - 11:13 AM
City Clerk	Admin, Default	Approved	9/13/2018 - 2:48 PM

ORDINANCE NO. \_\_\_\_\_

**Ordinance amending various sections in Title 8 of the Davenport Municipal Code to change regulations relating to nuisances, solid waste, environmental violations, and housing code provisions.**

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

Section 1. That Chapter 8.04 entitled “Sanitation and waste regulations” is hereby amended to read as follows:

**Chapter 8.04 SANITATION AND WASTE REGULATIONS**

**Sections:**

**8.04.010 Premises to be kept free from nuisances—Inspection.**

**8.04.020 Privy vaults, cesspools, etc.—Locations.**

**8.04.030 Privy vaults, cesspools, etc.—Requirements.**

**8.04.010 Premises to be kept free from nuisances - Inspection.**

All persons owning, leasing, occupying, or having control of any land, building, or buildings within the city limits, shall at all times keep the same free from accumulating filth, stagnant water (including, but not limited to, inside of cisterns), or other nuisance, and from all avoidable conditions promoting or inviting disease; and shall, in the case of an emergency, permit the health officer or neighborhood services inspector, to freely inspect such premises and in such circumstance shall not obstruct, impede, or interfere with the efforts to abate the public health threat.

**8.04.020 Privy vaults, cesspools, etc. - Location.**

No privy vault, cesspool, or other conduit or reservoir of filth, except the same is made and kept watertight, shall be allowed within fifty feet of any source of water, or in such location on or near a slope, that its contents can reach the surface and create a nuisance, nor shall be allowed to open or discharge onto the surface or another's property nor shall it be allowed to discharge into the city sewer.

**8.04.030 Privy vaults, cesspools, etc. - Requirements.**

A. Whenever any privy, privy vault, or cesspool ceases to be used for such purpose, the contents thereof shall not be covered over with any substance whatever; nor shall such vault be filled up until the contents thereof have been removed and the vault cleansed and disinfected.

B. Privy vaults, cesspools, and all reservoirs of filth shall at all times be kept reasonably free from offensive odor and shall be cleaned out and disinfected whenever the board of health directs.

Section 2. That Section 8.08.040 entitled "Refuse and commercial containers" is hereby amended to read as follows:

**8.08.040 Refuse and commercial containers.**

It shall be required of every person in possession, charge or control of any place in or from which solid waste is accumulated or produced to provide and at all times to keep in a suitable place that does not otherwise violate federal, state or local law, adequate and city approved solid waste containers, as described herein, capable of holding all such waste materials which would ordinarily accumulate between the times of successive collections. Container lids must remain closed at all times except during deposit or collection of solid waste. The public works department, neighborhood services department, or the health department determine the type, size, quantity, frequency of collection and location of said solid waste containers and determine whether said solid waste containers, and commercial containers, are serviceable.

Section 3. That Section 8.08.140 entitled "Enforcement and penalties" is hereby amended to read as follows:

**8.08.140 Enforcement and penalties.**

A. The administration and enforcement of the provisions of this chapter shall be the duty of the department of public works, neighborhood services department, or the health department.

B. The owners or agents, tenants or lessees of all residential units and commercial establishments shall be responsible for compliance with this chapter.

C. Anyone who violates the provisions of this article is guilty of a municipal infraction and upon conviction shall be fined as follows:

- |                        |          |
|------------------------|----------|
| 1. First offense       | \$100.00 |
| 2. Second offense      | \$200.00 |
| 3. Subsequent offenses | \$500.00 |

In addition to the civil fine, the city may seek equitable relief or take other abatement actions. Each day a violation exists shall constitute a separate offense.

D. Unauthorized accumulations as described in this subsection are prohibited. At any time other than those specified in this chapter for the regularly scheduled setting out

of solid waste for collection or in conjunction with a scheduled bulky waste collection, any accumulation of solid or hazardous waste which remains on private or public property, other than a sanitary disposal project, is hereby declared to be a public nuisance and is prohibited. All owners of property in violation of this section shall cooperate with the health department, neighborhood services department or department of public works in formulating a plan to eliminate any future issues on the property. Nothing contained herein shall preclude the city from seeking alternative relief to abate the nuisance and prevent its recurrence.

E. Whenever in the judgment of the director of public works, director of the neighborhood services or the director of the health department an emergency or immediate health hazard exists by reason of the continuing presence of solid waste, the immediacy of its harm, the seriousness of its danger or current disruption, or its potential to expand and thereby frustrate efforts to contain and abate it, the city may take immediate action to protect the public health, safety or welfare by abating the violation without prior notice. The city may perform the required action to abate, and assess the costs as by law provided.

Section 4. That Subsections 8.12.010(B) and (H) and (J) and (K) are hereby amended to read as follows:

B. "City administrator" means the city administrator and his designees including, but not limited to, attorneys employed by the city, the police department, public works department, neighborhood services department and the fire department.

H. "Residential lot" means any lot of record within the city that is residential in character.

J. "Property" means any property, including land and that which is affixed, incidental, or appurtenant to land, including, but not limited to, any business or residence, parking area, loading area, landscaping, building or structure or any separate part, unit, or portion thereof. For property consisting of more than one unit, property may be limited to the unit or the portion of the property on which any nuisance activity has occurred or is occurring or is attributable to, but includes areas of the property used in common by all units of the property, including without limitation, other structures erected on the property and areas used for parking, loading, and landscaping.

K. "Founded" means that a call for service resulted in the verification that nuisance activity had occurred. Incidents of domestic violence may be categorized as founded, if warranted. Founded domestic violence incidents shall not be a factor when determining whether a property has met the criteria for a problem property nuisance designation, or when a penalty for failing to abate a nuisance is imposed, absent additional circumstances or crimes affecting other unrelated third parties.

Section 5. That Section 8.12.015(A)(13) is hereby amended to read as follows:

13. A single incident of a health code, environmental, or solid waste violation of such a magnitude that it falls within the definition of a nuisance under Section 8.12.010(E). of the Davenport Municipal Code.

Section 6. That the unnumbered paragraph at the end of Section 8.12.015 is hereby amended to read as follows:

The above references to provisions of the Iowa Code or the Davenport Municipal Code should not be interpreted to mean that a prosecution or conviction of the specific charge is a necessary prerequisite to an action under this chapter nor shall it be interpreted to mean that proof of the action beyond a reasonable doubt is required. However, a court conviction on the underlying charge is irrebuttable proof of the occurrence.

Section 7. That Section 8.12.020 is hereby amended to read as follows:

8.12.020 Prohibition and enforcement.

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided in this chapter.

Section 8. That Section 8.12.030 is hereby amended to read as follows:

8.12.030 Inspection of premises.

Unless a warrant is required by law, the city administrator, public safety employees, attorneys employed by the city, or neighborhood services department employees are authorized to enter and remain upon private property to the extent reasonably necessary for the purpose of locating, identifying, and documenting any nuisances as defined in this code, or for the purpose of investigating allegations of such nuisances.

Section 9. That Section 8.12.050 is hereby amended to read as follows:

**8.12.050 Notice to abate—Contents.**

A. The notice to abate shall contain:

1. A description of what constitutes the nuisance;
2. The location of the nuisance;
3. An order to abate the nuisance and either (i) a statement of the act or acts to be taken to abate it (the order may also include a statement giving the recipient an opportunity to submit an alternative abatement plan satisfactory to the city); or (ii) a statement requiring the recipient to submit an abatement plan satisfactory to the city within a specified number of days.
4. A reasonable time within which to complete the abatement or implement the abatement plan.

5. A statement regarding the availability of a hearing;

6. A statement that if the nuisance is not abated as ordered and no request for hearing is made within the time specified, the city will abate the nuisance and assess the costs against such person and/or property.

B. The notice to abate may contain:

1. A statement that the property owner shall be assessed the cost of police response for all founded nuisance incidents that occur during the following one year period beginning with the date of the notice to abate. Upon demonstration by the property owner, within the time stated in the assessment notice, that all reasonable and warranted steps to prevent or resolve the issue(s) giving rise to the nuisance had been taken in good faith, the assessment for the cost of police response for any incident so proven may be withdrawn. The assessment for the cost of police response shall terminate at the end of one year if the founded nuisance incidents during that year do not meet or exceed the criteria for a problem area nuisance as defined above in Section 8.12.015. If applicable, when the criteria for a problem area nuisance is met or exceeded for two consecutive years following an abatement notice, the rental license shall be revoked for a period not to exceed one year. This section shall be enforced in a manner consistent with Iowa Code Sections 562A.27B and 562B.25B.

2. For nuisances pertaining to debris or environmental violations, a statement that the city of Davenport will no longer issue further written warnings or notices and all violations must be corrected within twenty-four hours otherwise the city will clean up any offending environmental violations at the property owner's cost.

Section 10. That Section 8.12.060 is hereby amended to read as follows:

**8.12.060 Notice to abate—Form.**

The notice shall be in the form of certified mail sent to the property owner as indicated in the Scott County Parcel query or by personal service. The notice should also be sent by regular mail.

Section 11. That Section 8.12.070 is hereby amended to read as follows:

**8.12.070 Abatement hearing.**

Any person ordered to abate a nuisance may request an appeal hearing as provided in Section 2.86.020 as to whether a nuisance exists or whether they are the person responsible for its existence or whether the specified abatement plan should be altered. If timely appeal is not requested the existence of the nuisance and the notified person's responsibility for its existence will be conclusively presumed as true and the specified abatement plan will be final. If requested the hearing shall be scheduled and held pursuant to Chapter 2.86 of the city code.

Section 12. That Section 8.12.080 is hereby amended to read as follows:

#### **8.12.080 Emergency.**

If it is determined by the city administrator that an emergency exists by reason of the continuing presence of a nuisance, the immediacy of its harm, the seriousness of its danger or current disruption, or its potential to expand and thereby frustrate efforts to contain and abate it, the city may perform any action which may be required under this chapter without prior notice or hearing. The city shall assess the costs, as provided in this chapter, subject to an appeal under chapter 2.86.

Section 13. That Section 8.12.100 is hereby amended to read as follows:

#### **8.12.100 Expenses—Collection.**

The clerk shall mail a statement of the total expense incurred, minus any salvage value, to the person who has failed to abide by the notice to abate, demanding payment of the expense. Subject to the provisions of Section 8.12.110, if the amount shown by the statement has not been paid by the person within thirty days, it shall then be assessed, liened and/or otherwise collected as provided by law.

Section 14. That Section 8.12.120 is hereby amended to read as follows:

#### **8.12.120 Violations.**

It is unlawful for any person to:

- A. Create or maintain a nuisance as defined in this chapter;
- B. Fail to abate within the originally prescribed time period, or such additional time period as may be granted pursuant to the appeal process outlined in this chapter and chapter 2.86, any nuisance after having been ordered to do so by a written notice to abate;
- C. Resume or allow the resumption of a nuisance after having been ordered to abate the nuisance by a written notice to abate, by order of the chapter 2.86 hearing officer, or by a magistrate or judge;
- D. Otherwise hinder, delay, or interfere with the city administrator in the enforcement of the provisions of this chapter.
- E. Terminate a lease agreement with or otherwise retaliate against a tenant because that tenant complained or otherwise notified the police or city official about nuisance activities at the owner's premises.

Section 15. That Subsection 8.14.010(B) and (C) are hereby amended to read as follows:

- B. "Director" means the neighborhood services director or designee, unless otherwise stated.

C. "Property owner" means the contract purchaser if there is one of record, otherwise the record holder of legal title as indicated in the Scott County Parcel query.

Section 16. That Section 8.14.015 is hereby amended to read as follows:

**8.14.015 Maintenance of boulevard and private property.**

All property owners shall maintain their property and the abutting boulevard according to the following standards:

A. In developed areas and other areas which lie within one hundred feet of a developed area or urban street, except for those areas otherwise hereinafter regulated, all weeds, vines, brush, and other troublesome growth shall be cut or destroyed to a height comparable to or lower than the groundcover in the surrounding area. However, under no circumstances shall the troublesome growth exceed nine inches in height.

B. In areas of forest cover all weeds, vines, brush, and other troublesome growth between the established treeline and the abutting developed area or urban street shall be cut or destroyed to a height comparable to or lower than the groundcover in the surrounding developed area. However, under no circumstances shall the troublesome growth exceed nine inches in height.

C. All weeds, vines, brush, and other troublesome growth which occurs within the public right-of-way of an urban street, including any drainage ditch located therein, shall be cut or destroyed when such growth exceeds nine inches in height.

D. Natural areas, farmland, and publicly-owned open spaces may exceed the standards established by this chapter except that any weeds, vines, brush, and other troublesome growth which constitute a health, safety, or fire hazard shall be cut or destroyed when such growth exceeds two feet in height.

E. In all other areas of the city all weeds, vines, brush, or other troublesome growth shall be cut or destroyed when such growth exceeds two feet in height.

F. The abutting boulevard shall be kept in repair, free of holes, excavations, protrusions, or other obstacles which could cause injury to the public.

G. All residences are required to have and maintain landscaping. Except for gardens, areas under lawful construction, and occasional small patches, bare dirt is not landscaping and is prohibited, as are dead vegetation and weeds.

H. When such instances occur in areas designated as stormwater or drainage easements, or areas approved to be natural areas by the director of public works, or his designee, Section 13.34.160D. shall govern.

I. Shrubs, bushes, and similar growth shall not: block the visibility of traffic upon a roadway so as to create a hazard given the speed limit and sight distance, be allowed to overgrow or encroach into the space above the sill and directly in front of a window or



door opening, overgrow or encroach into the space directly above a path, sidewalk, or service walk, overgrow or encroach unto the property of another, or take on the appearance of being allowed to grow unpruned. Volunteer trees within a front or side yard are prohibited.

Section 17. That Section 8.14.025 is hereby amended to read as follows:

**8.14.025 Notice to owner.**

Notice to the property owner shall be provided as follows: The director shall cause to be published each year in a newspaper of general circulation within the city a notice stating that maintaining property as required under this chapter shall be done, that for violations of subsections A through C of Section 8.14.015 the property owner has until the growth reaches nine inches in height to cause the work to be done, and that for violations of subsections D through E the property owner has five calendar days to cause the work to be done. For violations of subsections F through I the property owner shall receive notice of the violation and five-day abatement period to correct by regular mail, certified mail or door posting. Further, the above notices shall state that failure to comply after notice will result in the city causing the work to be done, and the costs incurred by the city shall be assessed against the property in the manner provided by law. No further notice shall be required.

Section 18. That Section 8.14.045 is hereby amended to read as follows:

**8.14.045 Violation—Penalty.**

Anyone who violates the provisions of this article is guilty of a municipal infraction and upon conviction shall be fined as follows:

- A. First offense..... \$100.00
- B. Second offense..... \$200.00
- C. Subsequent offense..... \$500.00

In addition to the civil fine, the city may seek equitable relief or take other abatement actions. Each day a violation exists shall constitute a separate offense.

Section 19. That Section 8.14.210 is hereby amended to read as follows:

**8.14.210 City arborist—Office created—Enforcement duty.**

- A. There is created the office of city arborist.
- B. The city arborist shall have charge of the enforcement of the provisions of this article.

Section 20. That Section 8.14.360 is hereby amended to read as follows:

**8.14.360 Violation—Penalty.**

Any person, firm or corporation violating or failing to comply with any of the provisions of this article shall be guilty of a simple misdemeanor or municipal infraction and, upon conviction thereof, shall be fined \$100 for a first offense, \$200 for a second offense, and \$500 for a third or more offense. A separate and distinct offense shall be regarded as committed each day on which such person continues such violation.

Section 21. That Section 8.14.390 is hereby amended to read as follows:

**8.14.390 Storing of solid waste.**

All accumulations of solid waste and building materials shall be stored in a manner which does not present a threat to public safety in accordance with the following provisions:

A. Public Streets and Private Property. No person shall place any accumulation of solid waste or building materials in any street, median strip, alley, or other public place of travel, nor upon any private property except as stated herein.

B. Blockage of Storm Drains. No person shall place any solid waste, building materials, dirt, rock, sand, refuse containers or commercial containers on, upon or over any storm drain, or so close thereto as to be drawn by the elements into same.

C. City-Owned Containers. No person shall deposit any refuse or building materials in any city-owned refuse containers or commercial containers unless authorized to do so by the city.

D. Refuse. All refuse shall be placed and maintained in either commercial or refuse containers as specified in chapter 8.08.

E. Commercial Establishments. In addition to the requirements of chapter 8.08, all commercial establishments shall store their refuse in commercial containers so as to eliminate wind-driven debris and unsightly litter in and about their establishments. Spillage and overflow shall be immediately cleaned up when and as it occurs by said establishment.

F. Loading and Unloading Areas. All loading and unloading areas shall be provided with public refuse containers for refuse. The number of containers necessary for each area shall be as required to maintain a clean, neat and sanitary premises as directed by the neighborhood services department or the health department.

G. Obligation to Furnish and Use Containers.

1. Obligation to Furnish Containers. All parking lots and establishments with parking lots held out to the public as a place for assemblage, the transaction of business, recreation, or as a public way shall provide public refuse containers distributed within the parking area. The neighborhood services department or the health department shall have the authority to determine the number of containers necessary to provide proper containerization when uncontainerized refuse becomes a nuisance. It

shall be the responsibility of the owner or the manager of the parking lot to collect the refuse deposited in such containers and store this material in an approved location as hereinabove defined.

2. Obligation to Use Containers. It shall be the obligation of all persons using parking areas to use such public refuse containers as hereinabove provided for the purposes intended, and it shall be unlawful for any person or persons to dump, scatter, or throw upon any such parking lot, any refuse or building materials of any kind.

H. Construction Sites and Demolition Sites. All construction and demolition contractors shall provide on-site commercial containers for building materials and other refuse produced by those working on the site. All such material shall be containerized and the site shall be kept in a reasonably clean and litter-free condition at all times. Dirt, mud, construction materials or other debris deposited upon any public or private property as a result of construction or demolition shall be removed by the contractor.

Section 22. That Section 8.14.400 is hereby amended to read as follows:

**8.14.400 Maintenance of property.**

A. Sidewalks, Alleys and Rights-of-Way. All owners or occupants of property shall maintain their property in a clean and litter-free manner, including sidewalks, boulevards, one-half of alleys, curbs or rights-of-way up to the edge of the pavement of any public street.

B. Sweeping, Blowing or otherwise Placing into Sidewalks or Streets. No person shall sweep or blow into or otherwise put on any street or sidewalk yard waste (including, but not limited to, grass clippings), rubble, refuse, or building materials.

Section 23. That Section 8.14.420 is hereby amended to read as follows:

**8.14.420 Violation—Penalty.**

Anyone who violates the provisions of this article is guilty of a municipal infraction and upon conviction shall be fined as follows:

- A. First offense..... \$100.00
- B. Second offense ..... \$200.00
- C. Subsequent offenses..... \$500.00

In addition to the civil fine, the city may seek equitable relief or take other abatement actions. Each day a violation exists shall constitute a separate offense. (Ord. 2007-268 § 1: Ord. 2002-31 § 13).

Section 24. That Section 8.14.450 is hereby amended to read as follows:

**8.14.450 Emergency cleanup.**

In the event that immediate corrective action must be taken in order to stop the conditions created by a violation of this title from worsening or spreading (negatively impacting the ability to contain and abate) or a clear and compelling threat to the public health or safety exists, the city may abate the violation without notice.

Section 25. That Section 8.14.4600 is hereby amended to read as follows:

**8.14.460 Nuisance vehicles defined.**

"Vehicle" means any manner of conveyance designed to be propelled by force, but not human powered, along the ground, water or air, and including, but not limited to, automobiles, trucks, tractor trailers, motorcycles, trailers, wagons, tractors, watercraft, aircraft, and snowmobiles. A vehicle is a "nuisance vehicle" if it is upon public or private property, lawful junkyards or salvage yards excepted, not enclosed within a legal structure and exhibits at least one of the following characteristics:

- A. Cannot be operated under its own power or is otherwise inoperable (in the case of a trailer the trailer is not attached to a fully-operational vehicle that can tow it that displays a current registration);
- B. Has at least one tire that is not fully-operational, unless designed to operate without the same;
- C. Is unattended on jacks, blocks, or elevated in any other way which constitutes a threat to the public health, safety or welfare;
- D. Has become a habitat for rats, mice, snakes, or other vermin or insects;
- E. Lacks a fender, door, hood, steering wheel, trunk top, or the same is loosely attached;
- F. Has an exposed and dangerous edge or protrusion;
- G. Lacks current registration or does not display current registration, if registration is required for that category of vehicle;
- H. Leaks any flammable or hazardous fluid;
- I. Has been partly or fully dismantled;
- J. If upon public right-of-way, cannot be legally operated on the same;
- K. In the case of a motor vehicle, cannot be legally operated on a public street or highway;
- L. Largely functions as a solid waste container—lawfully operated solid waste or garbage trucks excluded; or

M. Has a dangerous or defective condition that poses a threat to the public health or safety.

Section 26. That Section 8.14.470 is hereby amended to read as follows:

**8.14.470 Notice to abate.**

No nuisance vehicle shall remain upon public or private property for a period in excess of 24 hours. After a 24-hour waiting period said vehicle is hereby declared to be a nuisance and may be immediately abated by the city. The police department, neighborhood services department or their respective designees shall give notice of the nuisance and request abatement to begin the 24-hour waiting period in any one of the following ways:

A. By certified and regular mail addressed to the private property owner, if applicable, as shown by the Scott County Parcel query;

B. By certified and regular mail addressed to the last known address of the registered owner of the nuisance vehicle; or

C. By attaching a notice securely to the nuisance vehicle. Said notice shall state the nature of the violation, the abatement action to be taken to correct the violation, the date by which the abatement action must be taken, that failure to correct the violation will result in the vehicle being towed, that the costs of abatement action by the city will be assessed against the property (required only if the cost assessment is pursued), and that a hearing to contest the tow may be requested.

In the case of mailing notice shall be deemed given when mailed.

Section 27. That Division 1 of Chapter 8.15 is hereby amended to read as follows:

**Division 1 Administration**

**8.15.100 Title.**

The regulations in this chapter shall be known as the Davenport Property Maintenance Code, may be cited as such, and will be referred to herein as "this code." Any reference to the Uniform Building Code, the Uniform Fire Code, or any other codes mentioned herein, shall be to such codes as adopted by the city of Davenport.

**8.15.105 Intent.**

The intent of this code is to provide minimum standards to safeguard life or limb, health, property, property values and public welfare by regulating and controlling the use and occupancy, location and maintenance of all residential buildings, nonresidential buildings, and structures in this jurisdiction.

The intent of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

The intent of this code is to provide for the administration and enforcement of this code and certain technical codes adopted by the Davenport Municipal Code.

Administration and enforcement is a function of the neighborhood services department and any other designee of the city administrator.

This code has been adopted and is used in conjunction with other city of Davenport codes and should not be construed to include all regulations pertaining to buildings and development. This code shall be applied in conjunction with other codes of the city and nothing in this code shall be interpreted as prohibiting or limiting enforcement by the code official or any other agencies of the following codes and ordinances as adopted and amended included but not limited to:

The Zoning Ordinance of the City of Davenport

Uniform Building Code

Uniform Fire Code

Uniform Mechanical Code

Uniform Plumbing Code

National Electric Code

Iowa State Building Code as specifically referenced by the Davenport Municipal Code.

Compliance with regulations of other agencies shall be required, including, but not limited to, the Scott County Board of Health and the Iowa State Fire Marshal.

#### **8.15.110 Scope.**

The provisions of this code shall apply to all buildings or portions thereof, whether residential or nonresidential, whether vacant or occupied, and whether owner occupied or rental dwellings. This code shall further apply to all accessory structures and any nuisance as defined by this code that may exist in a building or the building's yard. Where any building or portion thereof is used or intended to be used as a combination apartment house-hotel, the provisions of this code shall apply to the separate portions as if they were separate buildings. EXCEPTIONS: dormitories, fraternities, sororities, assisted living and transient housing.

#### **8.15.115 Workmanship.**

Construction, repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed, and installed in a workmanlike manner in accordance with the Davenport property maintenance code.

#### **8.15.120 Existing installations.**

Buildings in existence at the time of the adoption of this code may have their existing use or occupancy continued, if such use or occupancy was legal at the time of its installation. However, where existing installations were legal at the time of their installations, if substantial alterations or replacement occurs, the work must meet existing code. Any change in the use or occupancy of any existing building or structure shall comply with the related provisions of the Davenport Municipal Code.

#### **8.15.125 Reserved.**

#### **8.15.130 Responsibilities defined.**

A. Every owner remains liable for violations of duties imposed upon him/her by this code even though an obligation is also imposed on the occupants of his/her building, and even though the owner has, by agreement, imposed on the occupant the duty of furnishing required equipment or of complying with this code.

B. All buildings and structures and all parts thereof shall be maintained in a safe and sanitary condition. The owner or his/her designated agent shall be responsible for such maintenance. To determine compliance with this subsection, the building may be reinspected.

C. Every owner or his/her agent, in addition to being responsible for maintaining his/her building in a sound structural condition, shall be responsible for keeping that part of the building or premises which he/she occupies or controls in a clean, sanitary and safe condition, including the shared or public areas in a building containing two or more dwelling units.

D. Every owner shall, where required by this code, the health ordinance or the code enforcement officer, furnish and maintain such approved sanitary facilities as required, and shall furnish and maintain approved devices, equipment or facilities for the prevention of insect and rodent infestation, and where infestation has taken place, shall be responsible for the extermination of any insects, rodents or other pests when such extermination is not specifically made the responsibility of the occupant by law or ruling.

E. Every occupant of a dwelling unit in addition to being responsible for keeping in a clean, sanitary and safe condition that part of the dwelling or dwelling unit or premises which he/she occupies and controls, shall dispose of all his rubbish, garbage and other organic waste in a manner required by ordinance and approved by the code official.

F. Every occupant shall, where required by this code, the health ordinance or code official, furnish and maintain approved devices, equipment or facilities necessary to keep his/her premises safe and sanitary.

G. With respect to rental residential units, the code official shall send letters of violation to both the occupant (addressed as "occupant") and owner of record containing the applicable portions of the text below:

1. **Smoke Detector Operation.** It is the occupant's responsibility to periodically test smoke detectors within the unit to see if they are functioning properly. State law requires the occupant to be responsible for changing the battery.
2. **Unsanitary Conditions Within a Dwelling Unit.** It is the occupant's responsibility to properly dispose of rubbish, garbage, organic waste, any excessive accumulation of debris within their dwelling unit.
3. **Improper Storage Within a Dwelling.** Occupants are responsible for any improperly stored flammable liquid or combustible material within a utility compartment/room accessible from their dwelling unit.
4. **Items Hanging from Electrical Conduits, Plumbing or Gas Piping.** Occupants are responsible to remove and cease the practice of using electrical conduits, plumbing or gas piping in this manner.
5. **Use of Unvented Portable Fuel, Oil-Burning Devices.** Occupants are responsible to cease the use of any unvented portable fuel, oil-burning devices.
6. **Excess Accumulation of Debris (Exterior).** Occupants are responsible for all debris outside of the dwelling unit where it is possible for the code official to determine which tenant is responsible for the specific items.
7. **Illegal Sleeping Rooms (Attic or Cellar).** Occupants are responsible to cease the use of these areas for sleeping purposes.

#### **8.15.135 Appeals.**

An order, decision or determination by an inspector regarding the application or interpretation of Chapter 8.15 may be appealed as provided in Section 2.86.020. If an appeal is filed a hearing shall be scheduled and held pursuant to Chapter 2.86 of the city code. If timely appeal is not filed the order, decision or determination made by the inspector shall be conclusively presumed as being true and the recipient of the order, decision or determination shall have waived all rights to challenge said order, decision or determination.

#### **8.15.140 Violations.**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, or occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

#### **8.15.145 Licensing, permits and inspections for rental property.**

A. **General.** It shall be a violation of this code for any person to let to another for rent and/or occupancy any dwelling, dwelling unit, duplex, multiple dwelling, sleeping room, single-family dwelling or condominium unless all of the following criteria are met:



1. The owner or agent holds a valid certificate of structure compliance, issued by the city applicable to those portions of the specific structure used for residential rental purposes or affecting any areas used for residential rental purposes.
2. The owner or agent holds a valid rental license issued by the city, in the name of the owner or agent, applicable to those portions of the specific structure used for residential rental purposes.
3. The owner or agent, if they have not done so previously, must attend the City's landlord education classes within six months of obtaining an initial rental license issued by the City.
4. The owner provides the name(s) of a twenty-four-hour emergency contact(s), to the neighborhood services department, who can provide the names of the residents and has authority to make decisions with respect to the property. This requirement also applies to group homes and properties under the control of a foreclosing lender. The emergency contact must be able to be on site within 8 hours.
5. The owner has in place, at a minimum, the standard screening and background check process acceptable to the neighborhood services department.

B. **Certificate of Structure Compliance.** The certificate of structure compliance, when issued, shall certify that the requirements of this code are met. The certificate shall be transferable at the time of a change in ownership and shall be maintained as a public record of the city. The certificate, in and of itself, shall not be interpreted as granting the owner or operator the privilege of letting the structure for residential occupancy, but must be accompanied by a valid rental license. The certificate of structure compliance shall state the date of issuance and the address of the structure to which it is applicable. All dwelling units and sleeping rooms being let for rent and/or occupancy without a valid certificate of structure compliance may be ordered vacated.

C. **Issuance of Certificate of Structure Compliance.** When the owner or operator has complied with the provisions of this code, along with payment of the required fees, the city shall issue a certificate of structure compliance. The certificate of structure compliance shall expire in accordance with the inspection cycle established pursuant to subsection G.

D. **Revocation of Certificate of Structure Compliance.** When there exists a material and substantial noncompliance with this chapter which directly affects the health, life, safety or property of the occupants or the public, the city may revoke the certificate of structure compliance in whole, or modify the certificate to reflect the compliance of each dwelling unit or sleeping room within a structure.

E. **Rental License.** A rental license shall be a document issued to each individual property that is properly registered with the city and shall be valid for one year. The document shall be transferable from one owner or agent to another at any time prior to its expiration, termination or revocation. The owner or agent shall notify the city of any

change of interest or ownership in the property within thirty days of any conveyance or transfer of interest affecting the property and provide the name and address of all persons who have acquired an interest therein. In the event the city has not been notified of such conveyance or transfer within the designated period of time, the rental license may be transferred from the owner or agent to another upon payment of a fee, the amount of which shall be established by resolution of the city council. The fee shall be assessed to the new owner or agent. The rental license shall state the date of issuance, the address of the structure to which it is applicable and its expiration date. All dwelling units and sleeping rooms being let for rent and/or occupancy without a valid rental license with the city and fees paid may be ordered vacated and/or the owner may be subject to a municipal infraction prosecution.

F. Registration of Rental Property. It is the responsibility of the owner and/or agent of any building used for rental purposes as defined by this code to register said building with the city for the purpose of rental licensing within thirty days after title transfer or occupancy of the building.

G. Dwelling Inspection Schedule. All rental dwellings as described in this chapter regardless of the number of rental units contained in each property would be placed on a 2 year inspection cycle. If properties have been inspected after July 1, 2016 and prior to November 1, 2018, they would remain on the current cycle for which they are certified. The inspection cycle will begin on rental inspection certification date. Inspection cycles may be extended based on performance standards set forth below. Newly constructed buildings (registered within two years of final occupancy certificate will automatically be assigned a Four (4) year cycle.

Properties receiving a score of 200 points or more would be placed on a 2 year cycle  
 Properties receiving a score of 101-199 would be placed on a 3 year cycle  
 Properties receiving a score of 0 - 100 would be placed on a 4 year cycle

#### VIOLATIONS POINT MATRIX

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Ceiling-Deteriorated/missing ceiling plaster/drywall/sheetrock				X
Ceiling-Deteriorated/missing tile(s)/panel(s)				X
Ceiling-Improper ceiling covering				X
Ceiling-Interior missing/deteriorated/peeling paint				X
Cellar Hatch-Deteriorated cellar hatch walls			X	
Cellar Hatch-Deteriorated/missing cellar hatch step(s)			X	
Cellar Hatch-Deteriorated/missing/improper cover			X	
Chimney-Deteriorated			X	
Chimney-Deteriorated/missing clean-out cover			X	
Chimney-Deteriorated/missing mortar			X	
Chimney-Improperly installed		X		

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Chimney-Missing/defective cap				X
Doors- frame(s) deteriorated			X	
Doors- not weather-tight			X	
Doors- window pane(s) broken/missing		X		
Doors-Broken/missing storm door glass/pane(s)			X	
Doors-Deteriorated storm door(s)				X
Doors-Deteriorated/missing hinge(s)			X	
Doors-Deteriorated/missing knob/latch			X	
Doors-Deteriorated/missing lock(s)			X	
Doors-Deteriorated/missing storm door/patio door screen				X
Doors-Entry door(s) not smoke/draft tight				X
Doors-Improper lock/latch		X		
Doors-Lack of a tight-fitting/latch-able bathroom door				X
Doors-Missing/deteriorated			X	
Electrical-Antiquated electrical system		X		
Electrical-Condition of the electrical system is questionable		X		
Electrical-Deteriorated electrical system component(s)				
Electrical-Deteriorated/improper outdoor electrical device(s)		X		
Electrical-Deteriorated/improperly used extension cord(s)		X		
Electrical-Deteriorated/inoperable electrical receptacle(s)		X		
Electrical-Deteriorated/inoperable fixture(s)		X		
Electrical-Deteriorated/inoperable/improperly installed switch(s)		X		
Electrical-Deteriorated/loose electric service entrance mast	X			
Electrical-Deteriorated/missing electric service entrance wire(s) protective covering	X			
Electrical-Exposed electrical wiring	X			
Electrical-Hazardous electrical fixture(s)-Metal pull chain			X	
Electrical-Improper/deteriorated meter socket/enclosure	X			
Electrical-Improper/missing electrical service grounding	X			
Electrical-Improperly installed wiring	X			
Electrical-Improperly installed electrical receptacle(s)		X		
Electrical-Improperly installed fixture(s)		X		
Electrical-Improperly installed/unapproved wiring	X			
Electrical-Improperly located electrical service/entrance	X			
Electrical-Inadequate number of receptacle(s)/fixture(s)			X	
Electrical-Lack of electric service	X			
Electrical-Lack of water meter jump wire		X		
Electrical-Lack of/improper hallway illumination				X

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Electrical-Missing/deteriorated coverplate(s)			X	
Electrical-Missing/deteriorated/improper service panel cover		X		
Electrical-Missing/improper service panel knockout plug(s)			X	
Electrical-Missing/improper/deteriorated electrical junction box cover(s)		X		
Electrical-Missing/improper/deteriorated electrical service entrance wiring	X			
Electrical-Over-fused electrical system	X			
Electrical-Tree(s)/vegetation interfering/encroaching upon electric service entrance			X	
Exterior Walls- not weather-tight			X	
Exterior Walls-Deteriorated/missing exterior block/brick/stucco/stone		X		
Exterior Walls-Deteriorated/missing exterior wall covering			X	
Exterior Walls-inadequate weather protection		X		
Exterior Walls-structural deterioration		X		
Exterior Walls-Structurally unsound block/brick/stone/poured concrete wall		X		
Exterior Walls-Window/building trim-inadequate weather protection			X	
Fire Code-Bars/grates/locks on an emergency escape			X	
Fire Code-Deteriorated/improperly maintained fire escape(s)			X	
Fire Code-Deteriorated/inoperable alarm system		X		
Fire Code-Fire door(s) missing/deteriorated/inoperable/blocked open		X		
Fire Code-Fire escape obstructed/blocked		X		
Fire Code-Fire exit(s)/stairway(s) obstructed		X		
Fire Code-Improper storage of combustible material(s)		X		
Fire Code-Improper storage of flammable liquid(s)		X		
Fire Code-Improper use of portable unvented heating device/appliance		X		
Fire Code-Improper utility room(s)/area(s) storage			X	
Fire Code-Improperly located fire extinguisher(s)			X	
Fire Code-Inadequate exiting above 2nd floor				
Fire Code-Lack of 1-hour fire resistive door(s)				
Fire Code-Lack of 1-hour fire resistive separation				
Fire Code-Lack of heat/smoke detection in a mixed-use occupancy				
Fire Code-Lack of required fire alarm system	X			
Fire Code-Lack of/improper emergency egress window	X			
Fire Code-Lack of/improper illumination of exit signage			X	
Fire Code-Lack of/improper/inoperable door closer			X	
Fire Code-Lack of/inoperable backup exit lighting		X		
Fire Code-Missing/improper building identification			X	

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Fire Code-Missing/improper separation between dwelling/garage				
Fire Code-Missing/improper/unapproved fire extinguisher(s)				
Fire Code-Missing/inoperable smoke detector(s)	X			
Fire Code-Outdated fire extinguisher(s)				
Fire Code-Unprotected dwelling/sleeping room exit				
Fire Code-Unprotected shared exit below 3rd floor				
Floors-Deteriorated foundation/floor-Engineer required		X		
Floors-Deteriorated/defective subfloor			X	
Floors-Deteriorated/improperly sized floor joist(s)				
Floors-Deteriorated/missing floor covering(s)				X
Floors-Deteriorated/missing/inadequate floor support(s)		X		
Floors-Improperly installed floor covering(s)-Trip hazard				
Foundation- mortar cracked/missing				X
Foundation-Deteriorated building/structure foundation			X	
Foundation-Structural failure of the building/structure foundation	X			
General/Health-Deteriorated accessory structure(s)	X			
General/Health-Deteriorated fence(s)				X
General/Health-Deteriorated flatwork/concrete/slab(s)				X
General/Health-Deteriorated private sidewalk(s)				X
General/Health-Deteriorated/leaning/failing retaining structure(s)/wall(s)			X	
General/Health-Deteriorated/missing cabinet drawer(s)				X
General/Health-Deteriorated/missing cabinet(s)				X
General/Health-Deteriorated/missing countertop material				X
General/Health-Evidence of wood boring insects			X	
General/Health-Excessive accumulation of trash/debris			X	
General/Health-Illegal increase of occupancy				
General/Health-Illegally occupying a tagged building(s)/unit(s)	X			
General/Health-Improper construction/repair(s)				
General/Health-Improper garbage storage/removal			X	
General/Health-Improper grading/drainage				
General/Health-Improper maintenance				
General/Health-Inoperable/unsanitary/hazardous swimming pool(s)		X		
General/Health-Insect/vermin/rodent infestation			X	
General/Health-Interior moisture problem				X
General/Health-Lack of required light and ventilation			X	
General/Health-Lack of required room/space			X	
General/Health-Mold/mildew in a dwelling(s) unit(s)				X

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
General/Health-Raw sewage/waste water-cellar floor(s)		X		
General/Health-Scrub trees/vegetation at the building				X
General/Health-Sleeping room(s) in the attic				
General/Health-Sleeping room(s) in the cellar/basement				
General/Health-Standing water in the building			X	
General/Health-Substandard apartment/unit			X	
General/Health-Unacceptable repair(s)			X	
General/Health-Unsanitary conditions in a dwelling/unit			X	
General/Health-Unsanitary conditions-animal feces			X	
General/Health-Work being performed without required permit(s)				X
Gutters-Deteriorated gutters/downspouts				X
Gutters-Incomplete gutter system				X
Gutters-Inoperable gutter(s)/gutter system				X
Gutters-Lack of downspouts				X
Gutters-Lack of gutter(s)/gutter system				X
Interior Walls-Deteriorated/improper/missing wall covering(s)				X
Interior Walls-Deteriorated/missing wall plaster/drywall/sheetrock				X
Interior Walls-Deteriorated/peeling interior paint				X
Mechanical-Condition of gas-fired appliance(s) is questionable			X	
Mechanical-Deteriorated masonry fireplace	X			
Mechanical-Deteriorated/missing gas-fired appliance inspection cover/panel				
Mechanical-Deteriorated/missing gas-fired appliance vent pipe(s)	X			
Mechanical-Deteriorated/missing heat duct(s)/register(s)			X	
Mechanical-Failure to provide an inspection report			X	
Mechanical-Gas-fired appliance vent piping improperly connected to the chimney	X			
Mechanical-Gas-fired appliance(s) in a bathroom(s)	X			
Mechanical-Gas-fired appliance(s) in a sleeping room(s)	X			
Mechanical-Gas-fired heating appliance failed inspection	X			
Mechanical-Gas/fuel fired appliance/device no longer in use			X	
Mechanical-Improper gas supply line material	X			
Mechanical-Improper gas-fired appliance vent pipe rise	X			
Mechanical-Improper maintenance of a gas-fired appliance	X			
Mechanical-Improper use of flexible gas line/appliance connector	X			
Mechanical-Improper venting of a gas-fired appliance(s)	X			
Mechanical-Improper/missing gas shut-off valve(s)	X			
Mechanical-Improperly installed gas supply line(s)	X			
Mechanical-Improperly supported gas/water piping	X			

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Mechanical-Lack of combustion air supplied to a gas-fired appliance	X			
Mechanical-Lack of gas service to dwelling(s)/unit(s)	X			
Mechanical-Lack of/improper relief valve drip leg			X	
Mechanical-Lack of/inadequate heat supplied to a habitable space			X	
Mechanical-Leaking/deteriorated radiator(s) and/or radiator supply line(s)			X	
Mechanical-Leaking/inoperable boiler(s)		X		
Mechanical-Leaking/inoperable water heater(s)		X		
Mechanical-Missing gas supply line drip leg	X			
Mechanical-Missing gas supply line(s) cap/plug	X			
Mechanical-Missing/improper fireplace/appliance hearth		X		
Mechanical-Missing/improper temperature/pressure relief valve(s)	X			
Mechanical-Missing/inoperable carbon monoxide (CO) detector(s)	X			
Mechanical-Missing/inoperable thermostat		X		
Plumbing- system is questionable			X	
Plumbing-Deteriorated bathtub/shower stall			X	
Plumbing-Deteriorated/inoperable lavatory(s)/sink(s)			X	
Plumbing-Deteriorated/inoperable/leaking toilet(s)			X	
Plumbing-Deteriorated/leaking faucet(s)			X	
Plumbing-Deteriorated/leaking waste line(s)		X		
Plumbing-Deteriorated/leaking/improper potable water pipe(s)	X			
Plumbing-Deteriorated/missing plumbing fixture component(s)		X		
Plumbing-Deteriorated/missing plumbing fixture trap(s)		X		
Plumbing-Directing/discharging sump pit water/ground w			X	
Plumbing-Discharging sump pit water/ground water into the public sanitary sewer	X			
Plumbing-Dry plumbing fixture(s) and/or trap(s)			X	
Plumbing-Flexible potable water line(s)/piping				
Plumbing-Improper termination of the plumbing system vent piping/stack				
Plumbing-Improperly anchored lavatory(s)/sink(s)				X
Plumbing-Improperly installed fixture(s)/piping			X	
Plumbing-Items hanging from/attached to water/gas piping and/or electrical conduit		X		
Plumbing-Lack of a 3-fixture bathroom		X		
Plumbing-Lack of a kitchen sink		X		
Plumbing-Lack of connection to a sanitary sewage system	X			
Plumbing-Lack of hot/cold water supplied to a fixture(s)			X	
Plumbing-Lack of water service to a dwelling(s)/unit(s)	X			
Plumbing-Lack of/improper slope of drain piping/waste line(s)		X		

Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Plumbing-Lack of/inoperable bathroom vent fan				X
Plumbing-Loose/improperly anchored toilet			X	
Plumbing-Obstructed waste line(s)		X		
Plumbing-Open waste line(s)	X			
Plumbing-Open/uncovered sump pit	X			
Porch-Deteriorated ceiling(s)				X
Porch-Deteriorated deck			X	
Porch-Deteriorated floor joist(s)		X		
Porch-Deteriorated porch(s)			X	
Porch-Deteriorated/missing/improper porch/deck support(s)	X			
Railing-Deteriorated guardrail(s)/guardrail balusters		X		
Railing-Deteriorated/missing/improper handrail(s) for steps	X			
Railing-Improper guardrail height		X		
Railing-Improper handrail height			X	
Railing-Improper separation of guardrail baluster(s)			X	
Railing-Lack of handrail(s)-yard steps		X		
Railing-Missing guardrail(s) and/or baluster(s)	X			
Roof-Deteriorated/missing fascia board(s)			X	
Roof-Deteriorated/missing roof sheathing		X		
Roof-Deteriorated/missing soffit/roof overhang		X		
Roof-Deteriorated/missing/improper roof covering		X		
Roof-Deteriorated/missing/improper roof flashing		X		
Roof-Deteriorated/missing/improper roof structural components			X	
Roof-Evidence of roof leakage(s)		X		
Stairways-Deteriorated stair system landing/deck joist(s)			X	
Stairways-Deteriorated yard step(s)				X
Stairways-Deteriorated/improperly installed stair system stringer(s)	X			
Stairways-Deteriorated/missing stair system decking and/or landing decking	X			
Stairways-Deteriorated/missing stair system riser(s)	X			
Stairways-Deteriorated/missing stair system tread(s)	X			
Stairways-Deteriorated/missing stair system(s)	X			
Stairways-Deteriorated/missing/improper stair system support/support post(s)	X			
Stairways-Improper construction of a stair system(s)	X			
Stairways-Improper rise height within a stair system(s)		X		
Stairways-Inadequate stairway headroom clearance				X
Substandard-Deteriorated/missing doors/windows		X		
Substandard-Failure to hold a valid Certificate of Compliance	X			



Title (Points)	SEVERE (5)	MODERATE (2)	MINOR (1)t	NONE (0)
Substandard-Failure to hold a valid Rental License	X			
Substandard-Failure to provide access to a building(s)/unit(s)	X			
Substandard-Fire damaged structure(s)	X			
Substandard-Fire damaged structure(s) beyond feasible repair	X			
Substandard-Substandard/tagged building(s)/unit(s)	X			
Substandard-Vacant building(s)/unit(s)-Inspection required	X			
Substandard-Vacant/Unfinished/Nuisance building(s)	X			
Tenant-Excessive accumulation of debris				X
Tenant-Improper storage in a utility room(s)/area(s)			X	
Tenant-Improper storage of combustible material(s)		X		
Tenant-Improper storage of flammable liquid(s)		X		
Tenant-Improper use of portable unvented gas/oil-fired heating device(s)		X		
Tenant-Inoperable smoke/Carbon monoxide detector(s)		X		
Tenant-Obstructed stair(s)/Exit(s)/Fire escape(s)		X		
Tenant-Sleeping room(s) in the attic and/or cellar		X		
Tenant-Unsanitary conditions within a dwelling(s)/unit(s)				X
Windows- not weather-tight			X	
Windows-Broken/missing pane(s)		X		
Windows-Deteriorated window(s)			X	
Windows-Deteriorated/missing screens				X
Windows-Deteriorated/missing window frame/sill			X	
Windows-Exterior window paint deteriorated/peeling/missing			X	
Windows-Improper screen(s)				X

H. Issuance of a Rental License. The city shall issue a rental license upon the applicants meeting of all standards and the payment of all fees and other debt owed to the city.

I. Revocation of a Rental License. The code official or designee shall have the authority to revoke a rental license on any property when: 1) it is in violation of the city code on a frequent and recurrent basis; 2) has a serious life safety violation and is ordered vacated; 3) fails to correct a founded complaint violation by the time that the third reinspection for the same concludes; 4) the owner or manager fails to appear for three inspections/reinspections in a row; or 5) the owner or agent provides false information to the city.. The owner or agent of the affected property shall be notified in writing by certified mail of the license revocation.

J. Appointments for Inspections. Appointments for inspections with the owner/agent of the building shall be scheduled by the city. The owner/agent may request the appointment to be rescheduled. However, the inspection shall be performed within thirty

days of the original date unless modified by the administrative hearing officer or the code official. An owner/agent shall be required to arrange for access to all portions of the building. Failure to provide access to all portions of the building shall prevent the issuance of a certificate of structure compliance, and thus compliance with the law. The owner/agent shall notify all tenants of the inspection in accordance with Iowa law.

K. Inspections shall not be:

1. Conducted with a minor as the sole representative of the owner.
2. Conducted against the will of the tenant without the building's owner/agent present.
3. Conducted without prior notice to the tenant, as required by state law.
4. Conducted in an occupied dwelling without the owner/agent or tenant of the dwelling or designated agent being present.

Should the person in control of the unit refuse admittance to the code enforcement officer or designee and refuse to reschedule the inspection or reinspection, a request to the court to issue a search warrant may be prepared, subject to approval by the legal department.

All areas of each dwelling governed by this code shall be inspected. Should access not be obtained to all areas, a reinspection must be scheduled and an additional fee may be charged for each subsequent reinspection of accordance with the established fee schedule.

L. Provision of False Information Prohibited. No person shall provide false information to the city in connection with the licensing, permitting, or inspection of a property whether owner occupied or not.

#### **8.15.150 Fee schedule.**

Fees shall be charged for services rendered in relation to this code. These services include but are not limited to the following: licenses, inspections, and failure to appear for any scheduled inspections, late cancellations, and appeals. The amount shall be established by resolution of the city council.

As a nuisance abatement remedial measure the fee schedule shall include a per tax parcel per response surcharge for police and fire department responses, excluding emergency medical responses, in an amount equal to the approximate cost of the response, plus a processing fee, for all responses above the excessive response threshold set forth immediately below within a calendar year. This section shall be construed consistently with Iowa Code §§562A.27B and 562B.25A.

Dwelling Units per Tax Parcel	Excessive Response Threshold
1-3	10

4-8	25
9-24	50
25 or more	75

In the case of police responses the number shall be based upon founded calls. Within ten days of the date of a surcharge invoice, the owner may request the neighborhood services director or his designee review the call log to verify the number of responses and provide the owner with the dates and nature of the responses included in the bill.

#### **8.15.155 Notice and order of code official.**

A. Commencement of Proceedings. Whenever the code official has inspected or caused to be inspected any building and has found and determined that such building is a substandard building, he shall commence proceedings to cause the repair, rehabilitation, vacation or demolition of the building.

B. Notice and Order. The code official shall issue a notice and order directed to the record owner of the building. The notice and order shall contain:

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the code official has found the building to be substandard with a brief and concise description of the conditions found to render the building substandard under the provisions of this code.
3. A statement of the action required as determined by the code official.
  - a. If the code official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed thirty days from the date of the order except for weather related repairs as determined by the code official and completed within such times as the code official shall determine is reasonable under all of the circumstances).
  - b. If the code official has determined that the building or structure must be vacated, the order shall require that the building or structure be vacated, within a certain time from the date of the order as determined by the code official to be reasonable.
  - c. If the code official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the code official shall determine reasonable (not to exceed thirty days from the date of the order); that all required permits be secured therefor within thirty days from the date of the order, and that the demolition be completed within such time as the code official shall determine is reasonable (not to exceed sixty days from the date of the order).

4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the code enforcement officer:

- a. Will order the building vacated and posted to prevent further occupancy until the work is completed, and
- b. May proceed to cause the work to be done and charge the costs thereof against the property or its owner.

5. Statements advising:

Any person having any record title or legal interest in the building may appeal from the notice and order or any action of the code official as provided in Chapter 2.86. Failure to appeal from a notice and order or action of the code official will constitute waiver of all rights to an administrative hearing and determination of the matter as provided in the notice and order or action of the code official shall be the final determination.

C. Service of Notice and Order. The notice and order, or any amended or supplemental notice and order, shall be served upon the record owner/agent. The failure of the code official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed on him by the provisions of this section.

D. Method of Service. Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by regular mail, to each such person at his address as it appears on the last assessment roll of the county or as known to the code official. If no address of any such person so appears or is known to the code official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notices shall not affect the validity of any proceedings taken under this section. Service by regular mail in the manner herein provided shall be effective on the date of mailing.

E. Recordation of Substandard Conditions. If compliance is not had with the notice and order within the time specified therein, and no appeal has been properly and timely filed, the code official shall file in the office of the county recorder a certificate describing the property and certifying:

1. The building is a substandard building, and
2. The owner has been so notified. If a certificate of substandard conditions has been filed and whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a substandard building on the property described in the certificate, the code official shall file a new certificate with the county recorder certifying that the building has been demolished or all required

corrections have been made so that the building is no longer substandard, whichever is appropriate.

F. Repair, Vacation and Demolition. The code official shall follow the standards set forth hereinafter when ordering the repair, vacation or demolition of any substandard building or structure:

1. Any building declared a substandard building under this code shall be made to comply with one of the following:

a. The building shall be repaired in accordance with the current property maintenance code or other current code applicable to the type of substandard conditions requiring repair; or

b. The building shall be demolished at the option of the building owner; or

c. If the building does not constitute an immediate danger to the life, limb, property or safety of the public or of the occupants, it shall be ordered to be vacated and to be secured in accordance with the Davenport Municipal Code.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants, it shall be ordered vacated and/or demolished.

G. Notice to Vacate.

1. Notice of Intent to Post. The code official shall send notice to the record owner or her agent that the property will be posted with a notice to vacate.

2. Posting. Every notice to vacate shall, in addition to being served, be posted at each building.

3. Compliance with Notice to Vacate. Whenever such notice is posted, the code official shall include a notification thereof in the notice and order issued by him reciting the violation and specifying the conditions necessitating the posting. No person shall remain in or enter any building having been so posted, except that entry may be made to repair, demolish, or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition, or removal have been completed and approved by the code official pursuant to the provisions of this code.

#### **8.15.160 Appeal.**

Any person who receives notice under this chapter may appeal said notice and order pursuant to the procedures set forth in Section 2.86.020. If a timely request for appeal is not filed the order, decision or determination shall be conclusively presumed as being true and the recipient of the order, decision or determination the responsible party. If an

appeal is filed a hearing shall be scheduled and held pursuant to Chapter 2.86 of the city code.

**8.15.165 Enforcement of the order of the code official or administrative hearing officer.**

A. Compliance. After any order of the code official or administrative hearing officer shall have become final, no person to whom such order is directed shall fail, neglect or refuse to obey said order. Any person who fails to comply with or obey said order shall be guilty of a municipal infraction.

B. Failure to Commence Work. Whenever the required repair or demolition is not commenced within thirty days or any time period established after any final notice and order issued under this code becomes effective:

1. The code official shall cause the building described in such notice and order to be vacated by posting a notice at each entrance thereto.

2. No person shall occupy any building having been posted as specified in this subsection. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the code official have been completed and a certificate of compliance issued pursuant to the provisions of this code.

3. The code official may, in addition to any other remedy provided herein, cause the building to be repaired to the extent necessary to correct the conditions which render the building substandard as set forth in the notice and order; or if the notice and order required demolition, to cause the building to be sold and demolished, or to be demolished, and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot shall be paid over to the person or persons lawfully entitled thereto.

C. Extension of Time to Perform Work. Upon receipt of an application from the person required to conform to the order and an agreement by such person that he will comply with the order if allowed additional time, the code official may, in his sole discretion, grant an extension of time, not to exceed an additional one hundred twenty days, within which to complete said repair, rehabilitation or demolition, if the code official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The code official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect or extend the time to appeal his notice and order.

D. Interference with Repair or Demolition Work Prohibited. The final order of the code official or administrative hearing officer shall be enforced as written. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative or agent of the city engaged in the work of repairing, vacating and

repairing, demolishing or any act necessary or incidental to enforcement of the final order.

E. Violations—Penalties. Any person or entity who violates any of the provisions of this chapter shall be guilty of a municipal infraction; and shall be fined one dollars for a first offense, two hundred dollars for a second offense, and five hundred dollars of every offense thereafter for the same violation. However, in addition to all other remedies and sanctions available, violations of Subsection 8.15.145A(3) and Section 8.15.145L shall be punished by a fine of two hundred dollars for the first offense and five hundred dollars for each violation thereafter. Additionally, violations of 8.15.155G(3) may be charged and punished as a simple misdemeanor. The code official is authorized to enforce this chapter pursuant to procedures and remedies set forth in this chapter as well as Chapter 1.30.

#### **8.15.170 Performance of work, repair or demolition.**

A. Procedure. When any work or repair or demolition is to be done pursuant to this code, the code official shall cause the work to be accomplished by city personnel or by private contract under the direction of the code official. The code official may prepare plans and specifications, or he may employ such architectural and engineering assistance on a contract basis, as he may deem reasonably necessary.

B. Costs. The cost of such work shall be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the legislative body of this jurisdiction shall determine is appropriate.

C. Personal Obligation or Special Assessment. The city legal department shall determine whether said charge shall be made a personal obligation of the property owner and/or assess said charge against the property involved.

D. Lien of assessment. All liens of assessment shall be done according to applicable city and state code.

#### **8.15.175 Conflicting provisions.**

Whenever conflicting provisions or requirements occur between this code, the technical code or any codes or laws, the most restrictive shall govern.

#### **8.15.180 College/university zone requirements.**

A. The city council of the city of Davenport finds that a significant number of landlords rent residential units to unrelated persons who frequently engage in conduct that negatively impact the quality of life of the surrounding neighborhood and tends to depress the value of the nearby properties. This situation is in major part due to the presence of numerous university students living off-campus in rental properties located within established residential neighborhoods; a condition present in an area relatively close in proximity to the college or university campus. The intent of this section is to establish further specific regulations to help protect established neighborhoods from said negative impacts.

B. The area(s) designated as college/ university zones that are subject to these regulations is/are:

1. The area of the city bounded on the north by Columbia Court extended westerly along its centerline to Fillmore and easterly to and along the centerline of Columbia Avenue, on the east by the centerline of Pershing, on the south by the centerline of West 16th Street and the centerline of Kirkwood Boulevard, and on the west by the centerline of Fillmore.

C. In addition to those requirements set forth in Section 8.15.145, upon written notice of a determination by the neighborhood services director that reasonable suspicion of over-occupancy exists or upon a "founded call" (Defined in Chapter 8.12) at the address, the tenants of a single-family rental property, defined the same as "dwelling, single-family detached," "dwelling, single-family attached," or "dwelling single-family semi-detached," or "dwelling, single-family townhouse," as the case may be, in Title 17, located within a college/university zone shall:

1. Register the property by property address;
2. Provide information regarding number of bedrooms, number of bathrooms, and number of off-street parking spaces available (counting only enclosed garage spaces and driveway spaces behind the front of the residential structure and connecting the entrance of a private garage with a public right-of-way so as to permit ingress and egress—one off street parking space for each 8' x 20' area of paved driveway);
3. Provide information regarding the lease and tenant(s): term of the lease and initial of first name and surname of all tenant(s), each tenant registered shall be required to report license plate information (state and number) for each vehicle he or she has at the property within seven days' time of the onset of their tenancy and failure to comply with this requirement constitutes a violation of this chapter;
4. The tenants shall amend the information required to be on file by this subsection within seven days of an occurrence affecting the required information, such as change in tenancy;
5. Said information shall be kept current for a period of two years from the date of the notice unless the property owner has received notice from the city that the university zone registration requirements no longer apply;
6. All of the tenants of a single-family rental property for which notice in this subsection has been given are jointly and severally responsible for making such that the required information has been filed.

D. The maximum number of persons who may occupy a dwelling shall be reduced on a one-to-one ratio based upon the number of off-street parking spaces available on the single-family rental property so that there is one off-street parking space for each person living within a single-family rental property within a college university zone and



shall be further reduced, if necessary, so that the total square footage of the building provides at least 200 square feet of enclosed living space per occupant. Off-street parking space is defined the same as "parking space" in Title 17 and, if unenclosed must be durably surfaced (paved or bricked) and connect the entrance of the private garage with a public right-of-way so as to permit ingress and egress with no such space being allowed in the front yard. No additional off-street parking space shall be constructed as a parking pad, but any off-street parking pad in existence as shown on the GIS aerial photograph taken in 2009 may be considered in the number of available off-street parking spaces (parking pad being a durably surfaced area for vehicle storage that does not serve as ingress/egress to a garage). If, because of the age and character of a single-family property located within a designated college/university zone there are no off-street parking spaces, the maximum number of unrelated persons who may occupy the single-family rental property is two persons. For purposes of this subsection, the square footage and bedroom numbers on file with the city assessor are presumed to be accurate and it is the property owner's or tenant's duty to rebut their presumed accuracy. This subsection applies to any single-family rental property located within a designated university zone that is occupied by unrelated persons regardless of whether the property has been notified to register tenant information or not. If illegal over occupancy is established a property owner shall take immediate steps to comply with the provisions of this section.

E. This section shall not apply to a multi-family rental property located within a college/university zone. A multi-family rental property being defined the same as a "dwelling, multiple" in Title 17. This section shall also not apply to the rental of a single-family rental property to a family or related persons, as defined in Title 17, or to a group of persons with verifiable disabilities, as defined by the fair housing act, as amended, of 1988, who occupy a single-family rental property as a single housekeeping unit.

F. It shall be a violation of this section for a tenant to occupy a single-family rental property without said tenant's name and other specified information having been provided to the city or its designee as required.

G. It is a violation of the section for an owner to permit occupancy contrary to the provisions of this section.

H. Each day a violation occurs shall be deemed a separate and distinct violation subject to the penalty provisions of this section. Any person who is found to have violated this section after having been previously convicted of violating this section shall be subject to the applicable penalty for the subsequent offense.

1. For a first offense the fine for a tenant shall be one hundred dollars. For a first offense for an owner the fine shall be three hundred dollars.

2. For a second offense the fine for a tenant shall be two hundred dollars. For a second offense for an owner the fine shall be five hundred dollars.

3. For a third or subsequent offense the fine for a tenant shall be five hundred dollars. For a third or subsequent offense the fine for an owner shall be one thousand dollars.

In addition, the code official or designee shall have the authority to suspend or revoke a rental license on any single-family rental property that has been the subject of three or more violations of this section.

Section 28. That Divisions 2 through 8 of Chapter 8.15 are hereby amended to read as follows:

**Division 2 Specifications and standards**

**8.15.185 Adoption of 2015 International Property Maintenance Code.**

The city hereby adopts and incorporates the provisions of the International Code Council's 2015 International Property Maintenance Code with commentary except as noted:

A. From Chapter 1 ("Scope and Administration") only Subsection 102.6, Subsection 104.3, Subsection 104.4, Section 105, Subsection 107.4, Section 108 (to the extent that it does not conflict with other city code sections), and Section 112 (Subsection 112.4 amended to read as follows: "No person shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition.") are adopted.

B. Chapters 2 through 8 are adopted with the modifications noted below:

Section 202. Definitions. Amended to add a definition for "building official" and modify the definition of "code official" and "habitable space":

Building Official. See "Code Official".

Code Official. The officer, officers, or other designated authorities charged with the administration and enforcement of this code, or a duly authorized representative. Any reference to "building official" in this code refers to "code official".

Habitable Space. Space in a structure for living, sleeping, or eating. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Section 302.3. Sidewalks And Driveways. Amended to read:

302.3. Sidewalks And Driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be maintained in accordance with chapter 12 of the city of Davenport code of ordinances and the city of Davenports standards for defective sidewalks.

Section 302.4. Weeds. Amended to read:

302.4. Weeds. Premises and exterior property shall be maintained in accordance with section 8.14.015 of the city of Davenport code of ordinances.

Section 304.2. Protective Treatment. Amended to read:

304.2. Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion. Oxidation stains and rust shall be removed from exterior surfaces when oxidation stains or rust compromises the function of the building component to perform as designed. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.14. Insect Screens. Insert: May 1 to November 1.

Section 304.18.1. Doors. Amended to read:

304.18.1. Doors. Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

Section 305.3. Interior Surfaces. Amended to read:

305.3. Interior Surfaces.

A. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, loose, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

B. All residential properties receiving federal assistance must be in compliance with the lead safe housing rule at 24 CFR 35 and the lead based paint poisoning prevention act at 42 USC 4822. The owner of federally assisted units must provide certification that the dwelling is in accordance with said regulations. If the federally assisted unit was constructed prior to 1978, upon occupancy a notice must be provided which outlines the lead based paint regulations, the hazards of lead based paint poisoning, the symptoms and treatment of lead poisoning, and the precautions to be taken against lead poisoning.

C. All residential property must comply with the residential lead-based paint hazard reduction act of 1992, requiring the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of certain housing built before 1978.

Section 404.4.2. Deleted.

Section 404.4.3. Water Closet Accessibility. Amended to read as follows:

404.4.3. Water Closet Accessibility. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

Section 602.3. Heat Supply. Insert: September 15 to May 15.

Section 602.4. Occupiable Work Spaces. Insert: September 15 to May 15.

Section 602.5. Room Temperature Measurement. Amended to read:

602.5. Room Temperature Measurement. The required room temperatures shall be measured three (3) feet above the floor, at the inside wall.

Section 605.2. Receptacles. Amended to add:

Exception: In lieu of every habitable space in a dwelling containing two separate and remote receptacle outlets, one receptacle and a separate permanently installed light fixture is allowable.

Section 29. That Section 8.16.010 is hereby amended to read as follows:

**8.16.010 Authority.**

The building official, the neighborhood services director or their respective reports or designees are hereby authorized and directed to enforce all the provisions of this chapter.

Section 30. That Subsection 8.16.080(B) is hereby amended to read as follows:

B. If painting of boards is required to comply with subsection A of this section, it shall be subject to the following additional rules: 1) from March 15 to November 14 painting of boards shall be performed upon installation or by the deadline specified in the notice and order to secure, if a notice and order was issued, however from March 15 to April 30 a written waiver may be obtained from the neighborhood services department if in the enforcement authority's opinion insufficient days of good weather occurred during the timeframe; 2) no notice and order shall set a deadline for the painting of boards during the four-month timeframe beginning November 15 and ending March 14 ("winter timeframe"); 3) if an owner secures his building during the winter timeframe said building will be treated for painting purposes as having been boarded on the next subsequent March 15; 4) in making its determination of "good weather" the enforcement authority shall consider that painting is generally not advisable below fifty-five degrees

Fahrenheit; 5) if the city performs the board up between November 15 to March 14, the bill for such work shall include the fee for painting despite the fact the painting may not occur until the weather permits.

Section 31. That Section 8.16.100 is hereby amended to read as follows:

**8.16.100 Penalties.**

Anyone violating the provisions of this chapter is guilty of a municipal infraction and shall, upon conviction, be fined one hundred dollars for a first offense, two hundred dollars for a second offense, and five hundred dollars for every offense thereafter for the same violation. Each day a violation is permitted to exist is considered a separate offense. In addition to other remedies, the city may institute any appropriate action or proceedings to prevent such unlawful act or to restrain, correct or abate such violation.

Section 32. That Subsection 8.17.130(B)(5) is hereby amended to read as follows:

5. Statements advising: i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the designated official pursuant to chapter 2.86; and ii) that failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

Section 33. That Section 8.17.180 is hereby amended to read as follows:

**8.17.180 Effect of failure to appeal.**

Failure of any person to file an appeal under chapter 2.86 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

Section 34. That Section 8.17.230 is hereby amended to read as follows:

**8.17.230 Interference with repair or demolition work prohibited.**

A. General. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction whenever such officer, employee, contractor or authorized representative of this jurisdiction, is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

B. Violations—Penalties. Any person or entity who violates any of the provisions of this chapter shall be guilty of a municipal infraction; and shall be fined one hundred dollars for a first offense, two hundred dollars for a second offense and five hundred dollars for every offense thereafter for the same violation. Each day that a violation continues is a separate offense. A violation of section 8.17.210 may be pursued as a simple misdemeanor violation subjecting the offender to arrest and a fine of \$200.

Section 35. That a new Chapter 8.18 entitled “Registration of Vacant or Abandoned Buildings” is hereby enacted that reads as follows:

## **Chapter 8.18**

### **REGISTRATION OF VACANT OR ABANDONED BUILDINGS**

- 8.18.010 Definitions**
- 8.18.020 Registration required**
- 8.18.030 Registration**
- 8.18.040 Fees**
- 8.18.050 Terms**
- 8.18.060 Inspections**
- 8.18.070 Issuance and renewal criteria**
- 8.18.080 Renewal and penalty for failure to renew**
- 8.18.090 Revocation, reinstatement**
- 8.18.100 Relationship of registration to other code provisions**

#### **8.18.010 DEFINITIONS.**

For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Property Maintenance Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context in which they are used. Unless otherwise expressly stated or unless the context clearly indicates a different intent, the following terms shall, for the purpose of this chapter, have the following meanings:

**ABANDONED BUILDING:** Any building or portion thereof which has stood with an incomplete exterior shell for six (6) months or longer (city's board up effort is disregarded when determining "completeness") which meets one (1) or more of the following criteria:

- A. Is unsecured; or
- B. Is unoccupied; or
- C. Is in violation of the International Property Maintenance Code, International Building Code, or International Fire Code adopted by the City of Davenport.

**NEIGHBORHOOD SERVICES DIRECTOR** Includes the neighborhood services director's designee.

**VACANT BUILDING:** Any building or portion thereof which has been unoccupied for a continuous period of time over twelve (12) months and which meets one or more of the following criteria:

- A. Unsecured;

- B. Secured by means other than those used in the design of the building;
- C. Declared a "dangerous building" as defined in Chapter 8.17;
- D. Unfit for occupancy as determined by the neighborhood services director;
- E. Noncompliant with the property maintenance code;
- F. Has housing, building, fire, health or zoning code violations;
- G. Open to vagrants, vandals, children or the unwary; or
- H. Not receiving service by public utilities.

#### **8.18.020: Registration required.**

No person or business shall maintain a vacant or abandoned building as defined by this chapter, in the City unless such person or business registers the abandoned or vacant building as provided in this chapter.

#### **8.18.030 Registration.**

A. The owner shall register a vacant or abandoned building with the city not later than thirty (30) calendar days after any building in the city becomes abandoned or vacant as defined in this chapter. Failure to register an abandoned or vacant building or providing false information to the city shall be a violation of this chapter.

B. The registration shall include the following information:

1. A description of the premises;
2. The names and addresses of the owner or owners;
3. The names and addresses of all known lien holders and all other parties with an ownership interest in the building;
4. The name of the agent designated to act on the behalf of an out of town property owner to accept legal processes and notices, and to authorize repairs as required; and
5. The period of time the building is expected to remain vacant and/or a plan and timetable to comply with applicable city codes.

#### **8.18.040 Fees.**

The owner of a vacant or abandoned building shall pay an annual fee as established, from time to time, by resolution of the city council, and said fee shall be paid in full prior to the issuance of any permits or acceptance of the registration form for the subject property.

#### **8.18.050 Terms.**

A. Every registration is for the period of one year and shall be effective from July 1 to and through the following June 30.

B. The registration may be renewed and remain effective for successive periods of one (1) calendar year unless sooner revoked at any time by the neighborhood services director for noncompliance with any applicable provisions of this code. The owner shall keep the required information current and up to date.

C. Registrations may be transferred from one person or business to another, provided notice of the transfer is given in writing within five (5) working days of the transfer.

D. Registrations shall not be transferable from one building to another.

E. Every person or business holding a registration shall give notice in writing to the city within five (5) working days after having transferred or otherwise disposed of the legal control of the registered building. Such notice shall include the name and address of the persons or businesses succeeding to the ownership or control of such building.

#### **8.18.060 Inspections.**

The owner shall allow inspection of the building by city representatives upon request and shall allow annual inspection of the interior and exterior of the premises for the purpose of enforcing and assuring compliance with the provisions of this chapter and the Housing, Building and Fire Codes.

#### **8.18.070 Issuance and renewal criteria.**

The city is hereby authorized to issue and renew vacant or abandoned building registrations for specific buildings, in the names of the applicant owners, operators or managers, provided the following criteria are met:

A. The building to be registered is warranted by the owner or operator to substantially comply with applicable provisions of the city code.

B. The owner or operator legally authorized and responsible for maintenance of the building to be registered shall first make application therefor using the city's application.

C. All fees required by this code pursuant to the issuance of a vacant or abandoned building license are paid in full to the city.

D. The applicant shall designate a responsible agent to represent the owner/operator whenever the said applicant is not available for maintenance of the building sought to be registered. Said agent shall have full authority and responsibility, the same as the owner/operator, for maintaining the building.

#### **8.18.080 Renewal and penalty for failure to renew.**



An application for renewal of a registration for a vacant or abandoned building may be made within sixty (60) days prior to the expiration of an existing registration. Application for renewal shall be due on July 1. Application may be made and registration fees paid until July 31 without penalty. Each day that the owner fails to renew such registration as required by this chapter shall constitute a separate violation for which a municipal infraction citation may be issued.

#### **8.18.090 Revocation, reinstatement**

If a vacant or abandoned building registration is revoked by the city for noncompliance with any applicable provisions of the code, the owner/operator of the building shall be given thirty (30) days to comply with the provisions of this code. Extensions of such thirty (30) day period may be granted at the discretion of the neighborhood services director. Upon expiration of the thirty (30) day period, or any extension thereof, if the building continues to be noncompliant, the registration is deemed revoked. The revocation may be appealed in accordance with Chapter 2.86.

#### **8.18.100 Relationship of registration to other code provisions.**

The issuance of any registration for any vacant or abandoned building shall not in any way signify or imply that the building conforms with the Iowa state building code or the housing, building, property maintenance, zoning, fire ordinances or other codes and ordinances adopted by the city. The issuance of a registration shall not relieve the owner or operator of the responsibility for compliance with said codes and ordinances.

Section 36. That Chapters 8.20, 8.24, 8.28, 8.32, and 8.36 are hereby deleted in their entirety and are to be noted as "Reserved."

Section 37. That Section 8.50.010 is hereby amended to read as follows:

##### **8.50.010 Purpose.**

The purpose of this chapter is to provide standards to regulate and control the use, location and installation of outdoor security lights within the city so that such lights will not be detrimental to the use, peaceful enjoyment and value of other land and will not be detrimental to the public health, safety, and welfare.

Section 38. That Subsection 8.50.040(C) is hereby amended to read as follows:

C. So long as the light intensity as measured at the complainant's property line does not exceed one foot candle, the light shall not be found to violate subsections A or B above. However, any light source as described in A or B above that exceeds one foot candle at the complainant's property line is prohibited.

Section 39. That Section 8.50.070 is hereby amended to read as follows:

##### **8.50.070 Enforcement and appeal.**

The neighborhood services department or public works department shall have the authority to inspect the installation of outdoor security lights for compliance with this chapter, order remedial changes for non-conforming outdoor security lights and generally ensure and enforce the intentions of this chapter. The enforcement authority shall give notice of violations of this chapter by certified mail or personal service and such notices may be appealed pursuant to Section 2.86.020 of the city code. If a request for appeal is filed a hearing shall be scheduled and held pursuant to Chapter 2.86 of the city code. If a timely request for appeal is not filed the order or decision of the division shall be deemed conclusively presumed to be true and the person to whom it was directed shall be deemed to have waived all right to challenge said order or decision.

Section 40. That Section 8.50.072 is hereby amended to read as follows:

**8.50.072 Variances - General.**

The city engineer may grant such variance upon such terms and conditions as he may find reasonable if he finds that the provisions of the ordinance sought to be varied constitute an undue hardship upon the applicant and occupants of immediately neighboring residential property have waived in writing the application of said Section 8.50.040.

Section 41. That Section 8.50.073 is hereby amended to read as follows:

**8.50.073 Variances - Duration.**

All variances shall be temporary, and at any time may be altered, amended, or removed by the city engineer after giving written notice of intention to do so to the owner and possessor of the property upon which said light is located. Said notice shall be given by ordinary mail addressed to such persons at their last known address at least fourteen days before the engineer proposes to take such action and shall state the nature of the action proposed to be taken.

Section 42. That Section 8.50.090 is hereby amended to read as follows:

**8.50.090 Penalties.**

Any person, firm or corporation violating or failing to comply with any of the provisions of this chapter shall be guilty of a municipal infraction. Fines for a violation are: \$100 for a first offense; \$200 dollars for a second offense; and \$500 for third or subsequent offense. A separate and distinct offense shall be regarded as committed each day on which such person or entity continues such violation.

Section 43. That Subection 8.08.090(B) is hereby amended to read as follows:

B. Time of Placement and Removal. Refuse and yard waste containers shall not be placed at the point of collection earlier than 7:00 p.m. on the day before the collection day or later than 7:00 a.m. on the day of collection. Containers shall be promptly removed from the point of collection after the refuse has been collected. In no event, shall the customer allow refuse containers to remain at the point of collection past

midnight on the day of collection. Further, containers shall not be located anywhere within a front yard between the day of collection and the day prior to collection. A “front yard” is any portion of a yard located between the extended line that runs parallel to and demarks the residential building’s wall nearest an abutting street and the abutting street. A house which abuts multiple streets will have multiple front yards.

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 as are any motions or resolutions of council that purport to give authority to a council standing committee to make a determination as all such determinations shall henceforth be made by the city council.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, CMC  
Deputy City Clerk

Published in the Quad City Times on \_\_\_\_\_

City of Davenport

Agenda Group:  
Department: Public Works - Engineering  
Contact Info: Eric Gravert (563) 327-5125  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution approving change order #1 to Langman Construction not-to-exceed \$200,000.00 for the Davenport Municipal Airport Runway 15/33 Reconstruction project CIP #20010. [Ward 8]

Recommendation:  
Approve the Resolution

Background:  
Change order #1 approves the amount to be added to the contract for temporary runway markings. This will allow runway 15/33 to be operational through the winter of 2018. The permanent markings will be completed after the grooving operations in June 2019. It also includes replacing eleven additional full depth slabs along the MALSR access road due to their deteriorating conditions, and sub-drain tile work to solve water run-off issues that were not revealed until site work began.

This project is being managed by the City of Davenport and is 90% funded by a Federal Aviation Administration grant. The project is funded through CIP #20010.

This change order approves the additional contract amount to be used for construction installation services requested and performed by Langman Construction.

**SUMMARY OF CONTRACT AMOUNT:**

Original Contract	\$6,709,394.52
Previous Change Orders	\$0.00
Change Order #1	\$200,000.00

Amended Contract Amount: \$6,909,394.52

**ATTACHMENTS:**

Type	Description
□ Resolution Letter	Acceptance Letter

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 10:08 AM
Public Works Committee	Lechvar, Gina	Rejected	9/27/2018 - 10:31 AM
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 2:38 PM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:38 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:41 PM

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose

RESOLUTION approving Change Order number 1 to Langman Construction in the amount not to exceed \$200,000.00 for the Davenport Municipal Airport Runway 15/33 Reconstruction project, CIP #20010.

WHEREAS, City of Davenport, Iowa entered into a contract with Langman Construction for the Davenport Municipal Airport Runway 15/33 Reconstruction; and

WHEREAS, changes to the project plans have become necessary; and

WHEREAS, the contractor will incur additional costs beyond his original bid due to these changes; and

WHEREAS, pricing has been reviewed and approved by the Public Works Department;

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa, that Change Order #1 in the amount not to exceed \$200,000.00 for the Davenport Municipal Airport Runway 15/33 Reconstruction is hereby approved.

Passed and approved this 10<sup>th</sup> day of October, 2018

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Public Works - Admin  
Contact Info: Nicole Gleason 327-5150  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution awarding a contract for the 2018 Bridge Maintenance work to Minturn Inc. of Brooklyn, IA in the amount of \$313,446.00 CIP #21001. [All Wards]

Recommendation:  
Adopt the Resolution.

Background:  
An Invitation to Bid was issued on August 17, 2018 and sent to contractors. On September 4, 2018, the Purchasing Division opened and read three (3) responsive and responsible bids. Minturn Inc was the lowest bid. (See Attached Bid Tab)

The recommended award is to Minturn Inc. in the amount of \$313,446.00.

This project is to repair and maintain several bridge throughout the city.

Funding for this project is from CIP #21001, 2018 Bridge Maintenance account. These funds are from the sale of General Obligation bonds.

ATTACHMENTS:

Type	Description
▣ Cover Memo	PW RES 2018 Bridge Maintenance Program
▣ Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	9/26/2018 - 9:31 AM

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION awarding a contract and conditionally approving the contract and bond for the 2018 Bridge Maintenance project to Minturn Inc. of Brooklyn IA, in the amount of \$313,446.00.

WHEREAS, the 2018 Bridge Maintenance project was duly advertised and published according to state laws: and

WHEREAS, three bids were received at the appointed time and place for the bid opening,

WHEREAS, the applicable purchasing process was followed resulting in a recommendation to award to Minturn, Inc. as the lowest responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that the contract for the above said work be awarded to Minturn, Inc. of Brooklyn, IA.

BE IT FURTHER RESOLVED: that expenditures of the full budgeted amount of \$313,446.00 is hereby authorized; and

BE IT FURTHER RESOLVED: that the mayor is hereby authorized and directed to sign said contract for and on behalf of the City of Davenport, Iowa; and

BE IT FURTHER RESOLVED: that, upon approval by City staff, the executed contract and bond are hereby approved.

Attest:

Approved:

\_\_\_\_\_  
Jackie E. Holecek, CMC  
Deputy City Clerk

\_\_\_\_\_  
Frank Klipsch  
Mayor

CITY OF DAVENPORT, IOWA  
INVITATION TO BID RESPONDENTS

DESCRIPTION: 2018 BRIDGE MAINTENANCE

BID NUMBER: 19-20

OPENING DATE: SEPTEMBER 4, 2018

GL ACCOUNT: 70019698 530350 21001 BRIDGE MAINTENANCE PROGRAM

RECOMMENDATION: AWARD THE CONTRACT TO MINTURN, INC  
OF BROOKLYN IA

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Minturn Inc. of Brooklyn IA	\$313,446.00
Hawkeye Paving Corporation of Davenport	\$315,383.50
General Constructors Inc. of Bettendorf IA	\$457,400.00

Prepared By Kristi Keller  
Purchasing

Approved By Nicole Gleason  
Department Director

Approved By Braedi Coy  
Budget/CIP

Approved By BH  
Finance Director



City of Davenport

Agenda Group:  
Department: Public Works - Engineering  
Contact Info: Amy Kay (563) 327-5160  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution on the plans, specifications, form of contract and estimated cost for the construction of Phase I of a stream bank stabilization project on Silver Creek. Estimated cost \$195,000.00 CIP #33022. [Ward 2]

Recommendation:  
Approve the resolution.

Background:  
The proposed project consists of tree clearing, bank sloping, stream bank toe rock stabilization, vegetation establishment and tree planting along the banks of Silver Creek. This work will protect property and infrastructure as well as reduce erosion on the stream banks.

The project letting is proposed for October 2018 with construction completion by May 2019.

Project Management /inspections will be completed by Natural Resources Division Staff.

**ATTACHMENTS:**

Type	Description
▣ Resolution Letter	SilverCreekStreamStabPhaseI
▣ Backup Material	SilverCreekStreamStabPhaseI_Map

**REVIEWERS:**

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/27/2018 - 2:18 PM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:18 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:37 PM

Resolution No. \_\_\_\_\_

Resolution offered by Rich Clewell

RESOLUTION approving the plans, specifications, form of contract and estimated cost for the Silver Creek Stream Stabilization project. FY2018 CIP # 33022. Estimated cost \$195,000.00.

*[Ward 2]*

WHEREAS, plans, specifications, forms of contract and estimated cost were filed with the City Clerk of Davenport, Iowa for the Silver Creek Stream Bank Stabilization Project within the City of Davenport, Iowa; and

WHEREAS, Notice of Hearing on plans, specifications, forms 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, forms of contract and estimated cost are hereby approved as the plans, specifications, forms of contract and estimated cost for said project.

Passed and approved this 3rd day of October, 2018.

Approved:

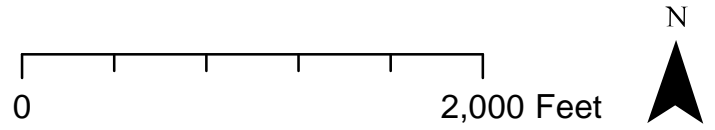
Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk



# Silver Creek Stream Restoration



City of Davenport

Agenda Group:  
Department: Public Works - Admin  
Contact Info: Sandy Doran 326-7756  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution approving the contract for the 4th and LeClaire Sewer Separation Project to Langman Construction, Inc. at the contract amount of \$ 446,270.00 CIP #30016. [Ward 3]

Recommendation:  
Pass the Resolution.

Background:  
A Request for Bid was issued on September 4, 2018 and was sent to 426 contractors. On September 25, 2018 the Purchasing Division received and opened five responsive and responsible bids. Langman Construction, Inc. was lowest responsive and responsible bidder and is recommended for the award.

The project will disconnect the storm sewer from the sanitary sewer at LeClaire Street, install a new storm sewer to take storm water to existing 66" storm sewer on Iowa Street and rehabilitate existing manholes.

Funding for this project is from CIP #30016.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	Bid Tabulation-Award/Backup Information
▣ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/27/2018 - 10:24 AM
Public Works Committee	Admin, Default	Approved	9/27/2018 - 10:49 AM
City Clerk	Admin, Default	Approved	9/27/2018 - 1:05 PM



Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the 4th and LeClaire Sewer Separation Project to Langman Construction, Inc. at the contract amount of \$ 446,270.00 CIP #30016.

WHEREAS, the City needs to rehabilitate the 4th and LeClaire Sewer and

WHEREAS, the applicable purchasing process was followed resulting in a recommendation to award Langman Construction, Inc.;

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

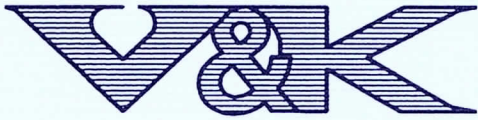
1. the contract for the 4<sup>th</sup> and LeClaire Sewer Separation Project from Langman Construction, Inc. is hereby approved; and
2. Mayor Frank Klipsch is authorized to sign and manage any related agreements;

Attest:

Approved:

\_\_\_\_\_  
Jackie E. Holecek, CMC  
Deputy City Clerk

\_\_\_\_\_  
Frank Klipsch  
Mayor



September 25, 2018

City of Davenport  
Attn: Brian Schadt, City Engineer  
1200 E. 46<sup>th</sup> Street  
Davenport, IA 52807

DAVENPORT, IOWA  
4<sup>TH</sup> AND LECLAIRE SEWER SEPARATION  
RECOMMENDATION TO AWARD

The City of Davenport received and opened bids for 4<sup>th</sup> and LeClaire Sewer Separation on September 25, 2018. Five responsive bids were received as follows:

	<u>Total Bid</u>
Langman Construction, Inc.	\$446,270.00
Valley Construction Company	467,000.00
Hometown Plumbing & Heating	544,305.00
Needham Excavating, Inc.	554,135.00
Miller Trucking & Excavating	692,009.80

The apparent low bid for the project was submitted by Langman Construction, Inc. of Rock Island, Illinois, in the amount of \$446,270.00.

The Engineer's Estimate of cost for construction of the project was \$387,730.20. Veenstra & Kimm, Inc. believes the bid is higher than the Engineer's Estimate due to a very busy construction market for bidders. Langman Construction, Inc. has completed work for Veenstra & Kimm, Inc. and the City of Davenport on a variety of pipe projects as well as road construction.

Based on a review of the bids received, it would be our recommendation that the apparent low bid is fair and reasonable and responsive to the bidding documents. We would recommend that the City of Davenport award the contract to the low bidder based on its bid received on September 25, 2018.

City of Davenport  
September 25, 2018  
Page 2

If you have any questions regarding the project, please contact the undersigned at 309-786-7590.

VEENSTRA & KIMM, INC.

  
Leo F. Foley, P.E.

LFF:gfd  
222100

cc: Cindy Whitaker, City of Davenport  
Eric Longlett, City of Davenport

CITY OF DAVENPORT, IOWA  
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: SEWER SEPARATION AT 4<sup>TH</sup> & LECLAIRE  
BID NUMBER: 19-24  
OPENING DATE: SEPTEMBER 25, 2018  
RECOMMENDATION: AWARD THE CONTRACT TO LANGMAN CONSTRUCTION,  
INC. OF ROCK ISLAND, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
LANGMAN CONSTRUCTION, INC.	ROCK ISLAND, IL	\$446,270.00
VALLEY CONSTRUCTION CO, INC.	ROCK ISLAND, IL	\$467,000.00
HOMETOWN PLUMBING & HEATING	DAVENPORT, IA	\$544,305.00
NEEDHAM EXCAVATING, INC.	WALCOTT, IA	\$554,135.00
MILLER TRUCKING & EXCAVATING	SILVIS, IL	\$692,009.80

Prepared By Cindy Whitaker  
Purchasing

Approved By Nicole McLean 9/20/18  
Department Director

Approved By Brandi Coz  
Budget/CIP

Approved By Linda Stollard  
Finance Director



City of Davenport

Agenda Group:  
Department: Public Works - Admin  
Contact Info: Andy Dibbern 326-7967  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution approving the contract for the Skybridge Window Repair project from Precision Builders, Inc. of Bettendorf, IA in the amount of \$378,802.20 CIP #23023. [Ward 3]

Recommendation:  
Pass the Resolution.

Background:  
A Request for Bid was issued on August 27, 2018 and was sent to 238 contractors. On September 24, 2018 the Purchasing Division received and opened two responsive and responsible bids.

The Skybridge windows are leaking water and need to be repaired. The project also includes sandblasting and painting the rust that has developed over time.

Funding for the project is from CIP #23023.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution pg 2
▣ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/27/2018 - 10:15 AM
Public Works Committee	Lechvar, Gina	Approved	9/27/2018 - 2:16 PM
City Clerk	Admin, Default	Approved	9/27/2018 - 2:38 PM

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the Skybridge Window Repair project from Precision Builders, Inc. of Bettendorf, IA in the amount of \$378,802.20 CIP #23023.

WHEREAS, the City needs to contract the Skybridge Window Repair project and

WHEREAS, the applicable purchasing process was followed resulting in a recommendation to award to Precision Builders, Inc.;

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

1. the contract for Skybridge Window Repairs project from Precision Builders, Inc. is hereby approved; and
2. Mayor Frank Klipsch is authorized to sign and manage any related agreements;

Attest:

Approved:

\_\_\_\_\_  
Jackie E. Holecek, CMC  
Deputy City Clerk

\_\_\_\_\_  
Frank Klipsch  
Mayor

CITY OF DAVENPORT, IOWA  
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: SKYBRIDGE WINDOW REPAIRS  
BID NUMBER: 19-25  
OPENING DATE: SEPTEMBER 24, 2018  
RECOMMENDATION: AWARD THE CONTRACT TO PRECISION BUILDERS, INC. OF  
BETTENDORF, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
PRECISION BUILDERS, INC.	BETTENDORF, IA	\$378,802.20
TRICON GENERAL CONSTRUCTION	DUBUQUE, IA	\$487,993.00

Prepared By Cindy Whitaker  
Purchasing

Approved By Nicole Meason 9-26-18  
Department Director

Approved By Beardi Coz  
Budget/CIP

Approved By Linda Stollard  
Finance Director

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brandon Wright 326-7750  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution approving a Downtown Streetlight Replacement Program between the City of Davenport and the Downtown Davenport Partnership. [All Wards]

Recommendation:  
Approve the resolution

**Background:**

The City of Davenport ("City") and the Downtown Davenport Partnership ("DDP") have partnered together for many years to improve the continuity and network of public and private investment in downtown Davenport. The Downtown Streetlight Replacement Program represents another partnership aimed at replacing all non-LED streetlights within the Downtown Davenport SSMID District with high-intensity, LED streetlights and new fixtures. The replacement of all decorative streetlights within this area with newer technology will increase the effectiveness and brightness of streetlights on the roadway and sidewalks, improve vehicular and pedestrian safety, and improve aesthetics.

The ownership of downtown streetlights is a network of decorative City-owned lights and private-business-owned lights that are represented by DDP. Under this program, the City and DDP will coordinate and combine resources in order to replace all decorative streetlights contained in the geographical area represented by the DDP with the City paying to replace decorative streetlights owned by the City and DDP paying to replace decorative streetlights owned by private businesses represented by DDP. This resolution details the roles and responsibilities related to the Downtown Streetlight Replacement Program including the transition of privately-owned streetlights to City ownership once those streetlights are replaced.

The City's portion of costs related to this program will come from unspent downtown TIF bonds.

**ATTACHMENTS:**

Type	Description
□ Resolution Letter	Resolution

**REVIEWERS:**

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	9/25/2018 - 5:47 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/25/2018 - 5:49 PM
City Clerk	Admin, Default	Approved	9/26/2018 - 9:34 AM

**Resolution Approving a Downtown Streetlight Replacement Program between  
the City of Davenport and the Downtown Davenport Partnership  
October 10, 2018**

RESOLUTION offered by Alderman Tompkins,

RESOLVED by the City Council of the City of Davenport.

RESOLUTION Approving a Downtown Streetlight Replacement Program between the City of Davenport and the Downtown Davenport Partnership.

WHEREAS, the City of Davenport ("City") and the Downtown Davenport Partnership ("DDP") have a vested interest in improving the continuity and network of public and private investment in downtown Davenport as it relates to street lighting; and

WHEREAS, City and DDP mutually agree that the replacement of all decorative streetlights in Davenport with newer technology will increase the effectiveness and brightness of streetlights on the roadway and sidewalks, improve vehicular and pedestrian safety, and improve aesthetics; and

WHEREAS, the ownership of downtown streetlights is a network of decorative City-owned lights and private-business-owned lights that are represented by DDP; and

WHEREAS, City and DDP are interested in coordinating and combining resources in order to replace all decorative streetlights contained in the geographical area represented by DDP; and

WHEREAS, City will pay to replace decorative streetlights owned by the City and DDP will pay to replace decorative streetlights owned by private businesses represented by DDP; and

WHEREAS, the conditions provided herein outline roles and responsibilities related to the Downtown Streetlight Replacement Program.

NOW, THEREFORE, City and DDP, collectively referred to as "the Parties", approve the Downtown Streetlight Replacement Program as follows:

**SECTION 1: Replacement of All Decorative Streetlights in the Downtown Davenport Self-Supported Municipal Improvement District (SSMID)**

1. City and DDP's collective effort to replace all non-LED decorative streetlights, including lighting fixtures, with new fixtures and LED, high-intensity streetlights is referred to as the Downtown Streetlight Replacement Program ("Program").
2. The defined boundaries of the Downtown Davenport Self-Supported Municipal Improvement District (SSMID) shall be designated as the boundaries for streetlight replacement in accordance with the Program.
3. All decorative streetlights shall be replaced with a high-intensity LED light and streetlight fixture mutually agreed upon by staff represented by the Parties, which fixtures shall match, to the

extent possible, decorative streetlights already present in the area. The new streetlights are required to satisfy federal and state roadway lighting rules and regulations.

4. Consistent with the Downtown Davenport Streetscape Improvement Plan, City shall continue to make reasonable efforts to transition existing street lighting to the public electricity grid ("City Grid") when possible. Reasonability includes having the studies, designs, and available funding prior to City converting street lighting to the City Grid. City shall investigate to determine the reasonability of a particular area when other downtown street, sidewalk, or other infrastructure improvements allow convenient access to the power grid to make the determination.

## **SECTION 2: Program Contract Oversight**

1. City shall act as fiscal agent for all contracts related to the Program.
2. DDP shall, at its option, participate in the City's procurement process for a qualified contractor to perform work associated with the Program. DDP shall at all times comply with City's purchasing policies.
3. DDP shall act as contract coordinator between downtown business owners and the selected contractor.

## **SECTION 3: Private-Owned Streetlights Transferred to City Ownership**

1. Eligible privately-owned streetlights replaced in accordance with Section 1 will be transferred to City ownership following review by City staff. Such ownership transfer will occur through a bill of sale in which the City agrees to purchase the approved and accepted fixture for \$1.
2. DDP agrees to work with downtown property owners to obtain any and all documentation as required by City to complete the ownership transfer.
3. Once transferred to City ownership, City agrees to maintain the streetlights in accordance with City policies.
4. Transfer of ownership of the streetlight fixture in no way obligates the City to remove the fixture from a private-business power grid or to assume utility costs for that fixture. Any and all utility maintenance or improvement costs required of the property owner for a fixture on that property-owners power grid shall be the property owner's responsibility.

## **SECTION 4: Program Financing**

1. City shall serve as fiscal agent for the Program and make all payments to selected and approved contractors consistent with its purchasing policy.
2. City shall bear all costs related to replacing all streetlights that are owned by City as of the date of this resolution.
3. DDP shall bear all costs related to replacing all streetlights that are owned by either DDP or private property owners as of the date of this resolution.
4. The Parties agree that DDP shall make equal payments over three years to reimburse the City the actual costs associated with Section 4.3. One third of the amount shall be due no later than June 30, 2019; one third of the amount shall be due no later than June 30, 2020; and one-third

of the amount shall be due no later than June 30, 2021. The Parties agree that no interest shall be added to those amounts paid consistent with the terms of this Section.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Downtown Streetlight Replacement Program as established and approved by the City of Davenport and the Downtown Davenport Partnership is hereby adopted.

Approved:

Attest:

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Frank Klipsch, Mayor

---

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Chief Mike Carlsten 563-326-7942  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution approving a contract for the purchase of two (2) fire engines from Custom Fire Apparatus of Osceola, WI, in the amount of \$1,061,467.12. CIP 63005 [All Wards]

Recommendation:  
Adopt the Resolution.

**Background:**

According to National Fire Protection Association (NFPA) standards, the City's 1993 fire engines are at the end of their useful lives. This fact is reinforced by the recent increases in maintenance and repair costs. The 1993 model fire engines lack many of the recommended safety features identified by the NFPA standard 1901, which are now being built into current production models

A cost estimate was performed by the Purchasing Division. The City of Cedar Rapids, Iowa purchased two fire engines in August 2017 for a cost of \$598,000 each. Joliet, Illinois purchased a new fire engine in July 2018 for \$604,099. Several manufacturers are predicting a 25% price increase due to tariffs being placed on items.

At no cost, the City of Davenport joined the Houston-Galveston Area Council (HGAC), a cooperative group that bids public safety items for members. Because of the volume created by purchases from several communities, the intent is to get a lower contracted price.

The Davenport Fire Department currently has several different trucks manufactured by Custom Fire Apparatus of Osceola WI. Custom Fire Apparatus was awarded a contract with HGAC for fire apparatus. By purchasing two trucks at the same time, we are receiving several discounts for a total of \$12,700. The fabrication of the two fire engines will take approximately 10 to 12 months.

The total for this purchase of two trucks is \$1,061,467.12. Funding for this purchase is from CIP 63005 for Firetruck Replacement. These funds are from the sale of General Obligation bonds and Local Option Sales Tax.

**ATTACHMENTS:**

Type	Description
▯ Cover Memo	FIN_RES Purchase of Two (2) Fire Engines

**REVIEWERS:**

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/26/2018 - 3:10 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/26/2018 - 3:12 PM
City Clerk	Admin, Default	Approved	9/26/2018 - 4:16 PM



Resolution No. \_\_\_\_\_

Resolution offered by Alderman Tompkins:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION awarding a contract and conditionally approving the contract and bond for the fabrication of two (2) Fire Engines to Custom Fire Apparatus of Osceola WI, in the amount of \$1,061,467.12.

WHEREAS, the Fire Department needs to replace two older fire engines; and

WHEREAS, Custom Fire Apparatus of Osceola, WI was awarded a contract by HGAC,

WHEREAS, the applicable purchasing process was followed by HGAC resulting in a contract to Custom Fire Apparatus of Osceola, WI, the recommendation to award to Custom Fire Apparatus , as a responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that the contract for the above said procurement be awarded to Custom Fire Apparatus, of Osceola, WI.

BE IT FURTHER RESOLVED: that expenditures of the full budgeted amount of \$1,061,467.12 is hereby authorized; and

BE IT FURTHER RESOLVED: that the mayor is hereby authorized and directed to sign said contract for and on behalf of the City of Davenport, Iowa; and

BE IT FURTHER RESOLVED: that, upon approval by City staff, the executed contract and bond are hereby approved.

Attest:

Approved:

\_\_\_\_\_  
Jackie E. Holecek, CMC  
Deputy City Clerk

\_\_\_\_\_  
Frank Klipsch  
Mayor

City of Davenport

Agenda Group:  
Department: Community Planning & Economic Development  
Contact Info: Steve Ahrens 888-2235  
Wards:

**Action / Date**  
**10/3/2018**

Subject:  
Resolution setting a Public Hearing for the consideration of a Lease Agreement for the Taste of Ethiopia Restaurant In the Package Express Building. [Ward 3]

Recommendation:  
Set the Public Hearing for Wednesday, October 17, 2018 at 5:30 p.m.

Background:  
The Package Express building is located immediately west of Union Station and has been vacant for three years. The last tenant was the Mississippi Valley Blues Society.

Taste of Ethiopia, an existing Freight House Farmer's Market vendor and renter of the community kitchen for the last three years, is another successful business incubation story as they have developed a loyal customer base, which has provided them with the confidence to take the next step and move into a permanent storefront.

The Taste of Ethiopia Restaurant, a family business led by Genet and George Moraetes, plans to invest \$90,000 into the project. The tenant also is responsible for market-rate rent, utilities and taxes. The term is for five years.

The Taste of Ethiopia Restaurant will gain possession on November 1 and plans to open for business in early Spring.

The Riverfront Improvement Commission approved the lease agreement at its regular meeting on September 25, 2018. For leases with a term beyond three years in length, the City Council must approve concurrently and hold a public hearing. The public hearing will be held on October 17 and consideration of the resolution will be held during the same cycle.

ATTACHMENTS:

Type	Description
▣ Backup Material	Lease Agreement
▣ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/27/2018 - 11:46 AM
Community Development Committee	Berger, Bruce	Approved	9/27/2018 - 11:46 AM
City Clerk	Admin, Default	Approved	9/27/2018 - 1:05 PM

## LEASE - BUSINESS AGREEMENT

**THIS LEASE** is made and entered into at Davenport, Iowa on this 25<sup>th</sup> day of September, 2018 by and between the City of Davenport, Iowa through its Riverfront Improvement Commission, hereinafter designated as "Landlord," and Taste of Ethiopia, hereinafter designated as "Tenant."

### 1. LEASED PREMISES

A. The Landlord has leased, and by this instrument does lease, to the Tenant the following described property located in Davenport, Iowa, together with all appurtenances thereto and with easements of ingress and egress necessary and adequate for the conduct of Tenant's business, a restaurant, as hereafter described:

*The Union Station Package Express Building, at 102 South Harrison Street, Suite 300, Davenport, Scott County, Iowa, to include approximately 1,400 square feet, as shown on the attached floor plan, marked Exhibit A, and made a part hereof and referred to as Leased Premises.*

B. The Landlord represents and warrants that it is the sole owner of the building and Leased Premises, that it has full right, power, and authority to make the lease and that no other person or entity needs to join in the execution thereof in order for the lease to be binding on all parties having an interest in the Leased Premises. The Landlord also warrants that the building is in full compliance with existing local, state, and federal codes, rules, and ordinances.

### 2. TERM

A. The term of this Lease shall be for a period of Sixty (60) Months, and shall have possession on November 1, 2018 and shall terminate on October 31, 2023. The Tenant shall have the right of first refusal upon exercising renewal to lease the subject premise.

B. There shall be regular check-in points between the Landlord and the Tenant regarding the status of the business operations.

### 3. RENTAL

A. Beginning on April 1, 2019, Tenant shall pay to the Landlord on the first day of each month for use of the Leased Premises, according to the following schedule. A late payment of Ten Percent (10%) of the monthly payment shall be assessed for payments not received by the end of the Fifteenth (15th) day of the month.

B. For the term of this lease, the Tenant shall pay to the Landlord for use of the Leased Premises the following sums:

	<u>Annual</u>	<u>Per month</u>
Months 6 – 23	\$12,600.00	\$1,050.00
Months 24-47	\$14,000.00	\$1,166.67
Months 48-60	\$15,400.00	\$1,283.33

C. The Tenant has non-exclusive access to the Union Station parking lot. It is intended that all tenants and related uses will work with the Landlord to accommodate needs.

#### 4. PAYMENT OF RENTAL

The Tenant shall pay the rentals herein specified, and all other charges, to the Landlord at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as the Landlord shall, from time to time, designate in writing.

#### 5. USE OF LEASED PREMISES

A. The Tenant shall occupy and use the Leased Premises for the operation of a restaurant and associated uses incidental to this operation. No other uses shall be permitted without the written consent of the Landlord which shall not be unreasonably withheld. The Tenant shall not sell, or permit to remain in or about the Leased Premises, any article that may be prohibited by standard form fire insurance policies.

B. The Tenant shall not display merchandise, nor permit merchandise to remain, outside the exterior walls and permanent doorway of the Leased Premises, without first securing the prior written consent of the Landlord.

#### 6. FIRE INSURANCE

The Tenant shall be responsible for carrying fire insurance and other risk insurance on personal property owned or used by the Tenant. The Landlord shall be responsible for fire and extended coverage, including casualty, on the building that the leased premises are located in.

#### 7. LIABILITY INSURANCE AND INDEMNIFICATION OF LANDLORD

A. The Lessee shall secure and maintain such primary insurance policies as will protect himself or his Subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly.

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

**(1) Commercial General Liability**

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

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

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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**(3) Excess Liability Umbrella** \$1,000,000

**(4) Statutory Worker's Compensation** with waiver of subrogation in favor of the City.

C. Contractual Liability; the insurance required above under "LESSEE INSURANCE", shall:

- (1) be **Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Lessee's obligations under the INDEMNIFICATION section below.

## **CERTIFICATES OF INSURANCE**

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

## **INDEMNIFICATION**

A. To the fullest extent permitted by the law, the Lessee shall defend, indemnify, and hold harmless the City, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys' fees provided that any such claim, damage, loss or expense:

- (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and
- (2) is caused in whole or in part by any negligent act or omission of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

B. In any and all claims against the City, its officials or any of its agents or employees by any employee of the Lessee, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or

benefits payable by or for the Lessee or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The Lessee shall not be responsible for damage or injury caused by the Landlord's negligence relating to items that remain the exclusive responsibility of the City.

## **8. ALTERATIONS**

The Tenant shall not make, or suffer to be made, any alternations, after the build-out, of the Leased Premises, or any part thereof, without the prior written consent of the Landlord, which shall not be unreasonably withheld, and any additions to, or alterations of, said Leased Premises, except movable furniture and trade fixtures, shall become at once a part of the realty and belong to the Landlord. The Landlord shall furnish a new water heater, replace ceiling tiles, and replace exterior deck floor boards.

## **9. MAINTENANCE AND SANITATION**

A. The Tenant, at its sole cost and expense, shall maintain in a good state or repair, the following areas: windows and doors, except for those used commonly with other tenants, along with the interior of the Leased Premises. Notwithstanding the foregoing, the Tenant may not paint, change, or modify in any manner the exterior of the Leased Premises without first securing the written consent of the Landlord. The Tenant shall be responsible for the exterior glass replacement of the demised area, should they become damaged or broken, and shall be replaced to the original specification.

B. The Tenant shall provide and maintain sufficient sanitary receptacles in and about the interior and exterior of the Leased Premises in which to place any refuse or trash produced by the Tenant or its customers and patrons, and the Tenant shall cause such refuse or trash to be removed from the area as often as required to maintain a sanitary condition. The Landlord shall provide space near the Leased Premises for such sanitary receptacles, to the extent practical.

## **10. SURRENDER OF LEASED PREMISES**

The Tenant shall, upon expiration of the term hereby created, or upon earlier termination hereof for any reason, quit and surrender said Leased Premises in good order, condition, and repair, reasonable wear and tear excepted, and clean and free of refuse. If alterations, additions, and/or installations have been made by the Tenant as provided for in this Lease, the Tenant shall not be required to restore the Leased Premises to the condition in which they were prior to such alterations, additions, and/or installations.

## **11. FIXTURES**

The Tenant may use the existing fixtures and equipment, and at its expense, will provide for the operational maintenance of the same. The Tenant shall provide, install, and maintain at its expense, fixtures of a special nature that may be required by the Tenant's business. All such

fixtures which are not permanently affixed to the realty shall remain the property of the Tenant and may be removed by the Tenant not later than the expiration of the term hereof, provided that the Tenant is not then in default hereunder, and that the Tenant shall promptly repair, at its own expense, any damages occasioned by such removal. All other fixtures, with the exception of any water purification equipment (including, without limitation, air conditioning units, heating equipment, plumbing fixtures, hot water heaters, carpeting or other floor covering cemented or otherwise affixed to the floor) that may be placed upon, installed in, or attached to, the Leased Premises by the Tenant shall, at the expiration or earlier termination of this Lease for any reason, be the property of the Landlord and remain upon, and be surrendered with Leased Premises, without disturbance, molestation, or injury. The Tenant shall have the right, from time to time during the term of this lease, to remove any such fixtures, equipment, or property for the purpose of replacing the same with items of like character, quality, or value.

## **12. TENANT IMPROVEMENTS**

Prior to commencing any Tenant improvements, the Tenant shall provide to the Landlord, for its review and approval, a plan and specifications for the proposed work to be performed. All improvements shall be completed in a timely and workman-like manner and in accordance with all applicable codes and ordinances.

## **13. FREE FROM LIENS**

The Tenant shall keep the Leased Premises and the property on which the Leased Premises are situated free from any Mechanics Liens arising out of work performed, material furnished, or obligation incurred by or at the instance of the Tenant, and indemnify and save the Landlord harmless from all such liens and all attorney's fees and other costs and expenses incurred by reason thereof. Notice is hereby given that neither the Landlord nor the Landlord's interest in the Leased Premises shall be liable or responsible to persons who furnish material or labor for or in connection with such work.

## **14. ABANDONMENT**

The Tenant shall not vacate or abandon the Leased Premises at any time during the term of this Lease; and if the Tenant shall abandon, vacate, or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to the Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of the Landlord. The Tenant shall not be deemed to have vacated or abandoned the Leased Premises caused by reasons beyond its control (casualty, strikes, and acts of God).

## **15. SIGNS AND ADVERTISING MATERIALS**

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

**16. EXTERIOR LIGHTING**

The Tenant shall not install any exterior lighting on the Leased Premises unless and until the Landlord shall have approved, in writing, the design, type, kind, and location of the lighting to be installed.

**17. UTILITIES**

The Tenant shall provide and be responsible for prorated payment of all charges for water, gas, heat, air conditioning, electricity, and sewer for the Leased Premises. The Tenant shall pay all charges for telephone and internet service. The Tenant also is responsible for restroom cleaning and supplies. Any security deposit or connection charges required by any utility company to furnish service to the Tenant shall be paid by the Tenant. In the event that one or more such utilities or related services shall be supplied to the Premises and to one or more other tenants within the complex without being individually metered or measured to the Premises, Tenant's proportionate share thereof shall be paid as additional rent and shall be determined by Landlord based upon their estimate of Tenant's anticipated usage. Landlord shall provide and maintain the necessary mains, conduits, wires, and cables to bring water, electricity and gas, and other utilities to the Premises.

**18. ENTRY AND INSPECTION**

The Tenant shall permit the Landlord and the Landlord's agents to enter into and upon the Leased Premises at all reasonable times, acceptable to the Tenant, for the purpose of inspecting the same, or for the purpose of maintaining the building in which said Leased Premises are situated, or for the purpose of making repairs, alterations, or additions to any other portion of said building. If the Tenant shall notify the Landlord that it does not intend to exercise any renewal option, the Landlord shall have the right to advertise and show the property to prospective users of the Leased Premises during the final Ninety (90) Days of the initial lease term or any option renewal.

**19. DAMAGE AND DESTRUCTION OF LEASED PREMISES**

A. The Landlord agrees, at its cost and expense, to maintain the roof, walls, and foundation of the Leased Premises and building in reasonably good order and condition, and to make all necessary repairs and replacements in and to the building, including the building flood protection system. If the Landlord fails to perform obligations under this Lease which creates a condition which interferes substantially with normal use, and as a consequence the Tenant is compelled to discontinue business in the Leased Premises in whole or in part, rental shall be proportionally abated. If Landlord defaults for more than Thirty (30) Days, after written notice by the Tenant, the Tenant shall have the right, but not be obligated to remedy such default. All such sums expended, or obligations incurred, by the Tenant in connection with the foregoing shall be paid by the Landlord to the Tenant upon demand, and if the Landlord fails to reimburse



the Tenant, the Tenant may, in addition to any other right or remedy that it may have, deduct such amount from the next month's rent or rentals.

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

## **20. ASSIGNMENT AND SUBLETTING**

The Tenant shall not assign this Lease, or any interest therein, and shall not sublet the Leased Premises or and part thereof, or any right or privilege appurtenant thereto, or permit any other person (the agent and servants of the Tenant excepted) to occupy or use the Leased Premises, or any portion thereof without first obtaining the written consent of the Landlord, which shall not be unreasonably withheld. Consent by the Landlord to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Consent to an assignment shall not release the original named Tenant from liability which has accrued or occurred prior to the date of assignment. If the Landlord does not release the Tenant from liability, the Landlord shall give the Tenant notice of defaults by assignee and an opportunity to cure the same. Any assignment or subletting without the prior written consent of the Landlord shall be void, and shall, at the option of the Landlord, terminate this Lease. Neither this Lease nor any interest therein shall be assignable, as to the interest of the Tenant, by operation of law without the prior written consent of the Landlord. The Landlord shall give the Tenant prior notice of the assignment of this Lease and/or any interest of the Landlord therein.

## **21. DEFAULT, RE-ENTRY REMEDIES**

If the Tenant shall fail to pay any part of the rent herein provided, or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, and such failure to perform other covenants shall continue for Thirty (30) Days after written notice thereof from the Landlord to the Tenant, then the Landlord, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant.

## **22. DEFAULT, COSTS, AND ATTORNEY FEES**

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

**23. SALE OF LEASED PREMISES BY LANDLORD**

In the event of any sale of the Leased Premises, or assignment of this Lease by the Landlord, the Landlord shall give the Tenant prior notice of any such sale or assignment. The Landlord shall be relieved of liability under the Lease only in the event that the new Landlord agrees to the Lease and to not disturb the Tenant.

**24. REIMBURSEMENT**

A. All covenants and terms herein contained to be performed by the Tenant shall be performed by the Tenant at its expense, and if the Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Tenant to perform such covenant or term, the sum or sums of money so paid by the Landlord shall be considered as additional rental and shall be payable by the Tenant to the Landlord on the first of the month next succeeding such payment, together with interest at the maximum rate permitted by law from the date of payment.

B. All covenants and terms herein contained to be performed by the Landlord shall be performed by the Landlord at its expense, and if the Tenant shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect, or refusal of the Landlord to perform such covenant or term after written notice by the Tenant, the sum or sums of the money so paid by the Tenant shall be considered as rental and shall be deducted by the Tenant from the rent on the first of the month next succeeding such payment.

**25. WAIVER**

No covenant, term, or condition of this Lease shall be waived except by written waiver of the Landlord, and the forbearance or indulgence by the Landlord in any regard whatsoever shall not constitute a waiver of the covenant, term, or condition to be performed by the Tenant to which the same shall apply, and until complete performance by it of such covenant, term, or condition, the Landlord shall be entitled to invoke any remedy available under this Lease or by law despite such forbearance or indulgence. The waiver by the Landlord of any breach or term, covenant, or condition hereof shall apply to, and be limited to, the specific instance involved, and shall not be deemed to apply to any other instance or to any subsequent breach of the same or any other term, covenant, or condition hereof.

**26. SUCCESSORS IN INTEREST**

The covenants herein contained shall, subject to the provisions as to assignment, subletting, and sale of Leased Premises, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto; and all of the parties shall be jointly and severally liable hereunder.

## **27. PARTIAL INVALIDITY**

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

## **28. TIME**

Time is of the essence with regard to performance of any obligations under this Lease.

## **29. EMINENT DOMAIN**

A. If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding, and all rentals shall be paid up to that date, and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease.

B. If any part of the Leased Premises shall be acquired or condemned by eminent domain or public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises unsuitable for the business of the Tenant, which shall be at the Tenant's reasonable discretion, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and the Tenant shall have no claim against the Landlord for the value of any unexpired term of this Lease. In the event the Tenant determines the Leased Premises are not suitable, then it shall be relieved from further obligation of this Lease.

C. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, the Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to its respective interests in any condemnation proceeding.

D. Nothing herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business or depreciation to, damage to, or cost of removal of, or for value of stock, trade fixtures, furniture, or other personal property belonging to the Tenant.

**30. FLOODING**

Landlord agrees that it will make reasonable efforts to allow access to the leased premises during periods of flooding. Landlord and Tenant agree that each shall cooperate with emergency service utility company personnel or flood control personnel in the event of a flood. If events require the tenant to move out of occupancy because of flooding, the rent shall be abated for those -days that tenancy is not possible.

**31. MISCELLANEOUS**

A. The Tenant shall be responsible to pay for Tenant's proportionate share of the Real Estate Taxes of the Leased Premises and any personal property taxes assessed on the equipment or fixtures owned by the Tenant. Tenant is solely responsible to keep itself informed of the assessment and collection of taxes.

B. The Landlord shall be responsible and pay for all snow removal, exterior landscaping, and all other exterior maintenance of the building and public areas surrounding the Leased premises. Tenant shall remove snow from the wooden deck on the south side of the building. The Tenant shall be responsible, however, for the interior and exterior window cleaning of the Leased Premises.

C. The Tenant is hereby provided the exclusive use of the space agreed to at the Union Station Package Express building, and accepts it as is, where is condition. The Landlord will replace the south façade patio deck and will remove the drop ceiling in the large, west portion of the space.

D. The Tenant is responsible for obtaining and renewing all licenses and permits necessary for its operation. The Tenant shall comply with all Federal, State, or local rules and regulations applicable to its operation.

**32. GENERAL**

A. This Lease shall be construed in accordance with the laws of the State of Iowa.

B. This Lease, and any exhibits attached hereto, sets forth all the covenants promises, agreements, conditions, or undertakings, either oral or written, between the Landlord and Tenant. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon the Landlord or Tenant unless reduced to writing and signed by both parties.

C. If the Landlord or Tenant herein shall be more than one party, then the obligations of such party or parties shall be joint and several.

D. The Landlord and Tenant acknowledge reliance on its own judgment and advice and counsel of its own attorney in interpreting this Agreement, and not in any manner on the other party.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this lease in duplicate the day and year above written.

**TASTE OF ETHIOPIA**

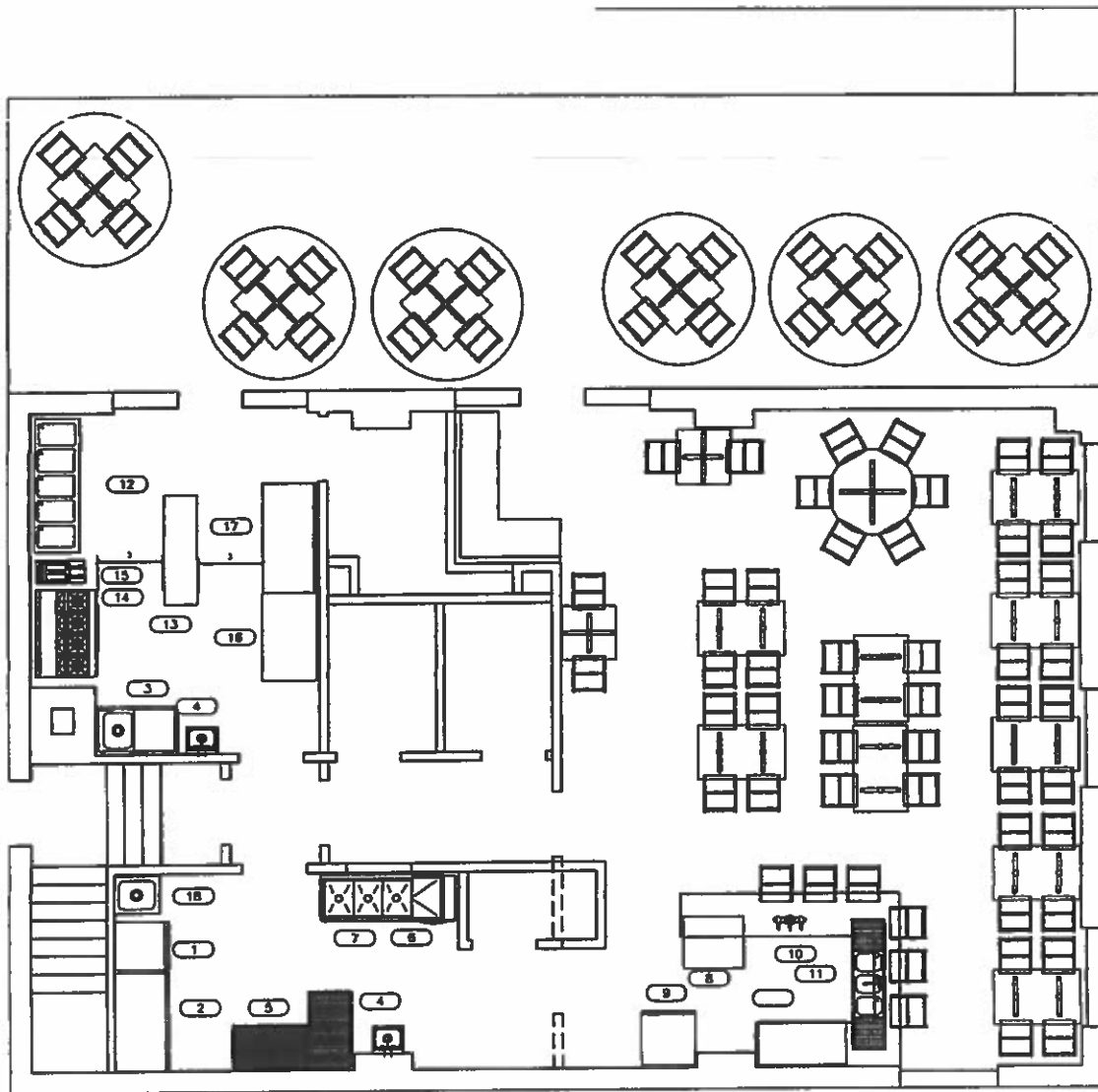
**RIVERFRONT IMPROVEMENT  
COMMISSION**

\_\_\_\_\_  
George & Genet Moraetes, Owners

\_\_\_\_\_  
Pat Walton, Chair

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



Item	Qty	Description
1	1	Bar Stool
2	1	Bar Stool
3	1	Bar Stool
4	1	Bar Stool
5	1	Bar Stool
6	1	Bar Stool
7	1	Bar Stool
8	1	Bar Stool
9	1	Bar Stool
10	1	Bar Stool
11	1	Bar Stool
12	1	Bar Stool
13	1	Bar Stool
14	1	Bar Stool
15	1	Bar Stool
16	1	Bar Stool
17	1	Bar Stool
18	1	Bar Stool

7/23/18

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Gripp

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing for the Concurrent Approval of the Taste of Ethiopia Restaurant Lease Agreement

WHEREAS, the Package Express building is located immediately west of Union Station and has been vacant for three years. The last tenant was the Mississippi Valley Blues Society; and,

WHEREAS, Taste of Ethiopia, an existing Freight House Farmer's Market vendor and renter of the community kitchen for the last three years, is another successful business incubation story as they have developed a loyal customer base which has provided them with the confidence to take the next step and move into a permanent storefront; and,

WHEREAS, the Taste of Ethiopia Restaurant, a family business led by Genet and George Moraetes, plans to invest \$90,000 into the project, and will be responsible for market-rate rent, utilities and taxes for the five year term; and

WHEREAS, the Taste of Ethiopia Restaurant will gain possession on November 1 and plans to open for business in early Spring; and

WHEREAS, the Riverfront Improvement Commission approved the lease agreement at its regular meeting on September 25, 2018; and

WHEREAS, leases with a term beyond three years in length require the City Council to hold a public hearing and also approve the lease.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the concurrent approval of the Taste of Ethiopia Restaurant lease agreement on Wednesday, the 17<sup>th</sup> of October, 2018, at 5:30 p.m. in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

Approved:

\_\_\_\_\_  
Jackie E. Holecek, MMC  
Deputy City Clerk

\_\_\_\_\_  
Frank Klipsch  
Mayor

City of Davenport

Agenda Group:

Department: Finance

Contact Info: Kristi Keller 888-2077

Wards:

**Action / Date**

**10/3/2018**

Subject:

1. Rapids Reproductions - Plotter for IT - Amount: \$11,200
2. Winter Equipment Co. - Snow plow blades - Amount: \$15,875
3. Bonnell Industries - Snow plow blades - Amount: \$18,657
4. Siemens Industries - HVAC panel upgrade @ PW - Amount: \$22,555
5. Siemens Industries - HVAC controls upgrade @ PW - Amount: \$35,993
6. CES Computers - Three color printers for IT - Amount: \$24,029
7. CHS, Inc. - Road salt offloading - Amount: \$36,372

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/26/2018 - 2:29 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/26/2018 - 2:29 PM
City Clerk	Admin, Default	Approved	9/26/2018 - 4:17 PM