

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, October 17, 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. Finance

1. Public Hearing for the concurrent approval of the Taste of Ethiopia Restaurant Lease Agreement. [Ward 3]

VII. Presentations

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. Third 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. Third 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]
3. Resolution approving Case FDP18-04 for a PDD - Planned Development District Final Development Plan for a self-storage facility located at 3730 West Locust Street. Shawn Agan, petitioner. [Ward 1]
4. Motion setting a public hearing for the purpose of amending the Downtown Urban

Renewal Area Plan. [Ward 3]

5. Motion setting a public hearing for the purpose of amending the North Urban Renewal Area Plan. [Wards 2, 6, 7 & 8]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Rita Rawson, Chairman; JJ Condon, Vice Chairman

III. PUBLIC SAFETY

1. Second 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).

Quad City Times, Packaging of Thanksgiving Paper, November 21, 2018, 5:00 PM - 12:00 AM; Closure Location: 4th Street from River Drive to LeClaire Ave, closing the southernmost lane closet to the Quad City Times building [Ward 3]

3. Motion approving noise variance request(s) for various events on the listed dates and times.

Macro Reyes, Halloween Party, 314 East Ripley Street, October 27, 2018, 8:00 PM to 12:00 AM, Outdoor Music, Over 50 dBa [Ward 3]

Steve Ahrens, Christkindlmarkt QC, 421 West River Drive, December 8, 2018, 10:00 AM - 10:00 PM, Outdoor Music, Over 50 dBa [Ward 3]

4. Motion approving beer and liquor license applications.

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

Ward 2

Probstei Inn Bar & Grill (Mayberry Homestead Inc.) - 6315 W Kimberly Rd. "New Owner/License" - License Type: C Liquor

Ward 3

Bad Boy's Pizza Inc. (2 Dawn & Keira Inc.) - 131 W 2nd St., Unit 1 "New License" - License Type: C Liquor

German American Heritage Center (German American Heritage Center) - 712 W 2nd St. 4th Floor only - "New License" - License Type: Beer / Wine

Ward 4

The Pour House (Boss Lady, Inc.) - 1502 W Locust St. - Outdoor Extended Area

November 3-4, 2018 "Annual Hawkeye Tailgating Party" - License Type: C Liquor

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

Ward 5

The Outing Club (The Outing Club) - 2109 Brady St. - Outdoor Area - License Type: C Liquor

Ward 6

Applebee's Neighborhood Grill & Bar (Apple Corps LP) - 3838 Elmore Ave. - License Type: C Liquor

C. Request for waiver of 600 foot separation from child care providers rule:

Ward 3

German American Heritage Center (German American Heritage Center) - 712 W 2nd St. 4th Floor only - License Type: Beer / Wine

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Second Consideration: Ordinance amending Schedule I of Chapter 10.96 entitled "Snow Routes" by adding various streets. [Ward 8]
2. First Consideration: Ordinance amending the 2018 Uniform Plumbing Code to add a new paragraph to section 605.2.2. [All Wards]
3. Resolution approving the contract for the 1970's Interceptor Sewer Conditions Assessment to Veenstra & Kimm in the amount not-to exceed \$196,800.00, CIP #30046. [All Wards]
4. Resolution assessing the cost of boarding up building at various lots and tracts of real estate. [All Wards]
5. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]
6. Resolution assessing the cost of sidewalk replacement at various lots and tracts of real estate. [All Wards]
7. Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]
8. Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Kerri Tompkins, Chairman; Marion Meginnis, Vice Chairman

VII. FINANCE

1. Resolution for concurrent approval of the Taste of Ethiopia Restaurant Lease Agreement. [Ward 3]
2. Resolution awarding the purchase of five police SUVs to Krieger Auto Group of Muscatine, IA at the price of \$164,273.40 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP #24011 [All Wards]
3. Resolution awarding the purchase of six truck bodies and accessories to Bonnell Industries, Inc. of Dixon, IL at the price of \$ 346,940.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP #24010 [All Wards]
4. Resolution awarding the purchase of six truck chassis with trades to Truck Country of Iowa of Davenport, IA at the price of \$411,540.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP# 24010 [All Wards]
5. Resolution setting a public hearing on the proposed conveyance of a vacant lot Parcel P1214-02 at the northwest corner of Tremont Avenue and East 46th Street, also known as Lot 2 in Public Works Facility 1st Addition (Metro Fibernet, LLC, Petitioner). [Ward 7]

VIII. Motion recommending discussion or consent for Finance items

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

1. Terry L. Dreyer - Pool painting & repairs - Amount: \$31,287
2. Stew Hansen Dodge City - Dodge Charger for Police (State Bid List) - Amount: \$27,473
3. Axon Enterprises - Taser training cartridges - Amount: \$12,120
4. ETC Institute - Community survey - Amount: \$11,750

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: Community Planning & Economic Development
Contact Info: Steve Ahrens 888-2235
Wards:

Action / Date
10/3/2018

Subject:
Public Hearing for the concurrent approval of the Taste of Ethiopia Restaurant Lease Agreement.
[Ward 3]

Recommendation:
Hold the public hearing.

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
▣ Cover Memo	Resolution
▣ Backup Material	Lease Agreement

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

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 17th 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

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 25th 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

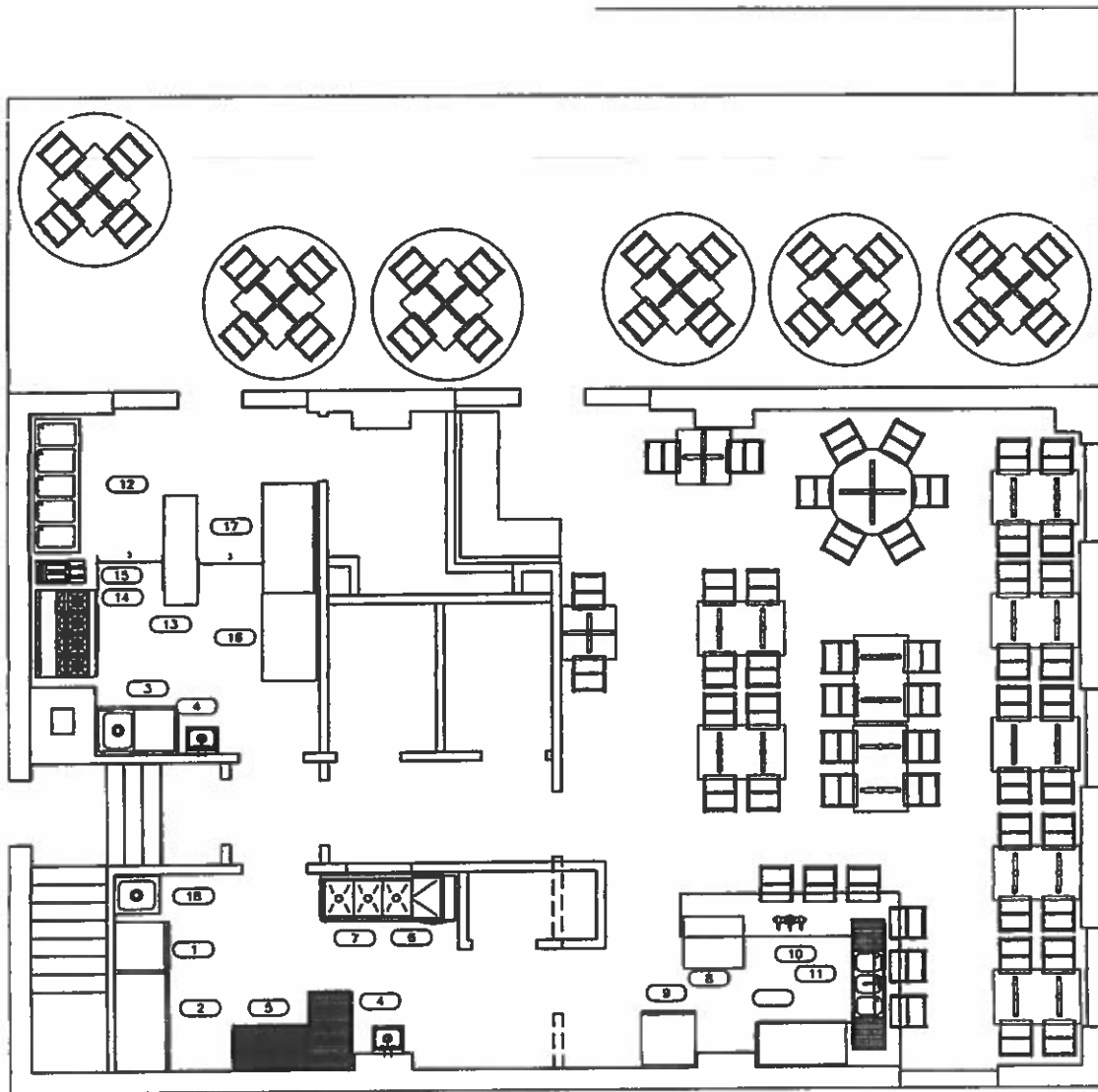
**RIVERFRONT IMPROVEMENT
COMMISSION**

George & Genet Moraetes, Owners

Pat Walton, Chair

Date: _____

Date: _____



Item	Qty	Equipment Category
1	1	Bar Bar Chair
2	1	Bar Bar Chair
3	1	Bar Bar Chair
4	1	Bar Bar Chair
5	1	Bar Bar Chair
6	1	Bar Bar Chair
7	1	Bar Bar Chair
8	1	Bar Bar Chair
9	1	Bar Bar Chair
10	1	Bar Bar Chair
11	1	Bar Bar Chair
12	1	Bar Bar Chair
13	1	Bar Bar Chair
14	1	Bar Bar Chair
15	1	Bar Bar Chair
16	1	Bar Bar Chair
17	1	Bar Bar Chair
18	1	Bar Bar Chair

7/23/18

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 563.888.2286

Wards:

Action / Date

9/19/2018

Subject:

Third 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
INSPECTIONS: WRS/3730 W LOCUST STORAGE

NO.	REVISIONS: 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



Community Planning and Economic Development Department
City Hall - 226 West Fourth Street - Davenport, Iowa 52801
Telephone: 563-326-7765
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', 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

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 12th, 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.

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 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:

Third 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:

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

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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 _____



*Community Planning and Economic Development Department
City Hall - 226 West Fourth Street - Davenport, Iowa 52801
Telephone: 563-326-7765
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', 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

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:

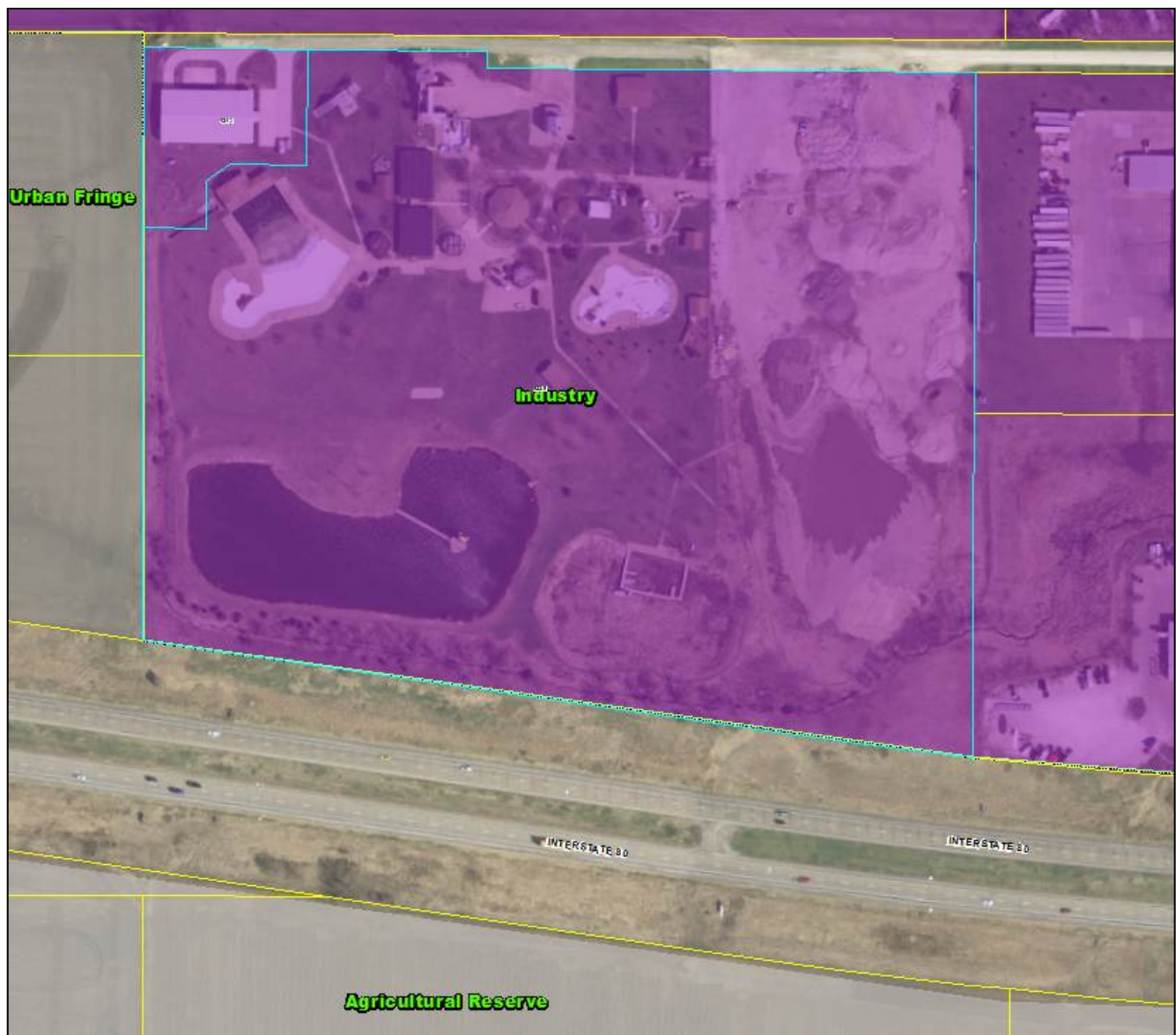
Within Existing Urban Service Area: Yes

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 14th, 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 4th Street
Davenport, Iowa 52801

(563) 326-7765

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 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 4th 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 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 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 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		bingham@activethermal.net	
Council Clerk:	Tiffany Thorndike		tthorndike@ci.davenport.ia.us	
Neighborhood:	None			
Ward/Ald:	2nd Ward	Alderman <last name>	mdickmann@ci.davenport.ia.us	6 Notices Sent
Ward/Ald:	At-Large	Alderman Condon	jcondon@ci.davenport.ia.us	
Ward/Ald:	At-Large	Alderman Gripp	kgripp@ci.davenport.ia.us	
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 14th 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.

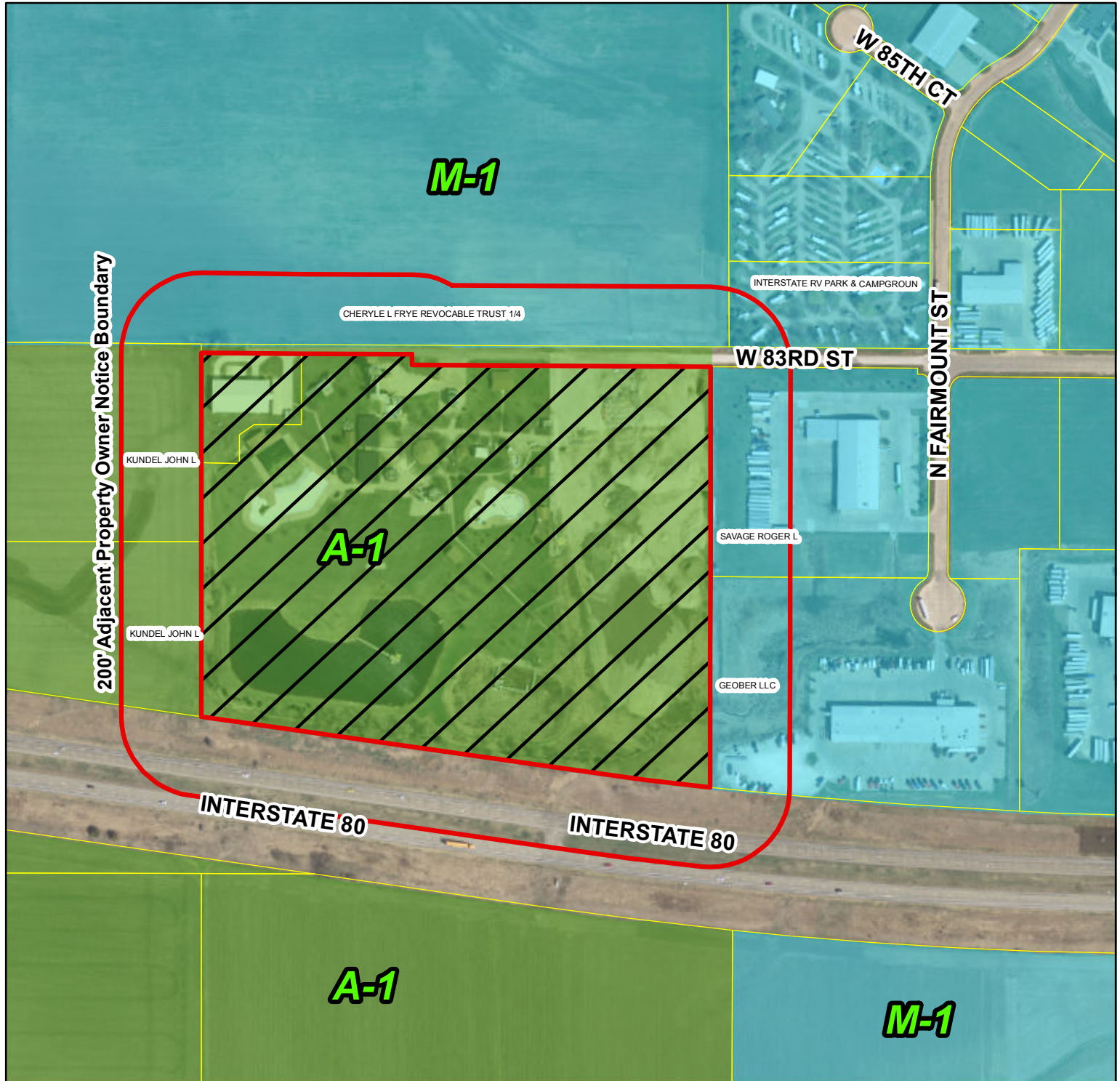
The purpose of this meeting is to provide an informal setting to allow the developer to describe the proposed development, answer any questions you have and hear any concerns about the proposed development.

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

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 or CPED, 226 W 4th St, Davenport IA 52801.

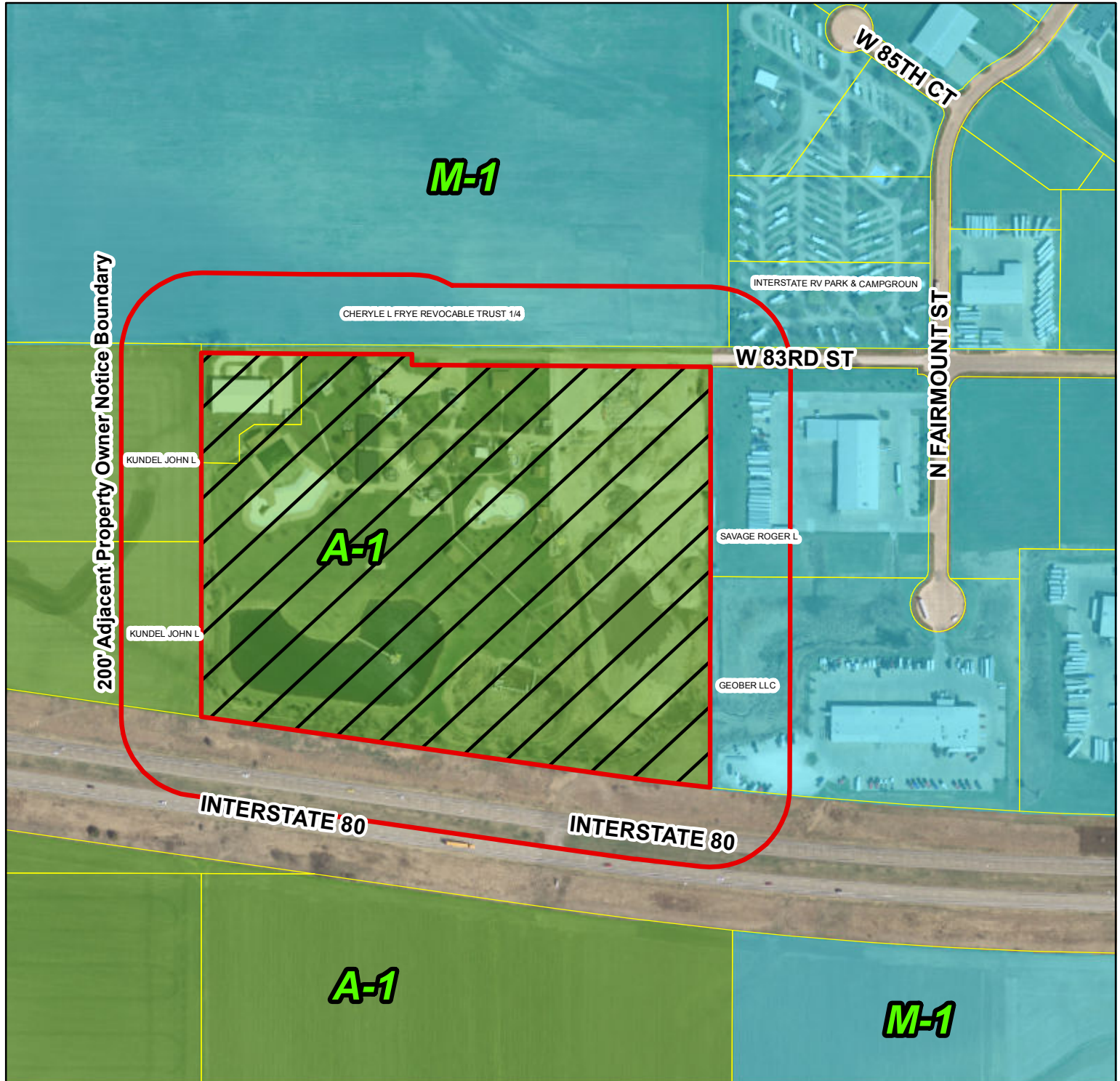
Do You Have Any Questions?

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 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 for updates.

Request for a Zoning Map Amendment (Rezoning)

Plan & Zoning Commission: Adjacent Property Owner Notice Area



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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 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 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 for updates.

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 563.888.2286
matt.flynn@ci.davenport.ia.us
Wards:

Action / Date
10/17/2018

Subject:
Resolution approving Case FDP18-04 for a PDD - Planned Development District Final Development Plan for a self-storage facility located at 3730 West Locust Street. Shawn Agan, petitioner. [Ward 1]

Recommendation:
Adopt the resolution.

Background:
Background:

Comprehensive Plan:
Within Existing Urban Service Area: Yes

Within Urban Service Area 2035: Yes

Future Land Use Designation: Residential General - RG 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.

The proposed use would comply with the Davenport 2035 future land use section based on the proposed design and conditions recommended by City Staff with REZ18-12.

Technical Review:

-
Streets.

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

Storm Water.

Stormwater detention is depicted on the Final Development Plan. Storm sewer connection agreement to the private storm system located on property 2002 North Fairmount Street will be required. There is 6 inch private drain tile located on 2002 Fairmount Street from inlet on North Fairmount Street to 3730 West Locust Street. This shall be looked at being plugged/abandoned as part of this development. An easement for detention outlet will be required. Detention/storm sewer calculations will be reviewed during construction plan approval.

Sanitary Sewer.

No sanitary sewer is proposed with this development.

Other Utilities.

Other normal utility services are available.

Emergency Services.

The fire station at 1735 West Pleasant Avenue is located approximately 1.5 miles to the east. Davenport Fire Prevention will review the need for fire services during the construction plan approval.

Public Input:

No public hearing is required for a Final Development Plan

Discussion:

The Final Development Plan proposes:

14,425 square feet of self storage units;
14,865 of parking and access improvements;
2,290 of previous pavement; and
30,213 of detention and green space.

This Final Development Plan is being requested so it may be considered by the City Council at the same time as the rezoning to PDD - Planned Development District. This rezoning was 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 Plan and Zoning Commission considered Case FDP18-04 at its October 2, 2018 meeting. The Plan and Zoning Commission accepted two findings and forward Case FDP18-04 to the City Council with a recommendation for approval subject to the following condition:

1. That the City Council approves Case No. REZ18-12 by adopting the rezoning Ordinance and associated Land Use Plan.

The Commission vote 6-0.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Final Development Plan
▣ Backup Material	Zoning Map
▣ Backup Material	Future Land Use Map
▣ Backup Material	PDD Land Use Plan
▣ Backup Material	Plan and Zoning Commission Letter to City Council - 10-3-2018
▣ Backup Material	Plan and Zoning Commission Vote Results - 10-2-2018

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/11/2018 - 10:00 AM
Community Development Committee	Berger, Bruce	Approved	10/11/2018 - 10:01 AM
City Clerk	Thorndike, Tiffany	Approved	10/11/2018 - 10:16 AM

Resolution No. _____

Resolution offered by Kyle Gripp, Chairperson.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case FDP18-04 for a PDD - Planned Development District Final Development Plan for a self-storage facility located at 3730 West Locust Street. Shawn Agan, petitioner. [Ward 1]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the PDD Planned Development District Final Development Plan for 14,425 square feet of self-storage units on 1.4 acres, more or less, located at 3730 West Locust Street is hereby approved and accepted subject to the condition articulated in the Commission's letter dated October 3, 2018 and as follows:

1. That the City Council approves Case No. REZ18-12 by adopting the rezoning Ordinance and associated Land Use Plan.

and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution.

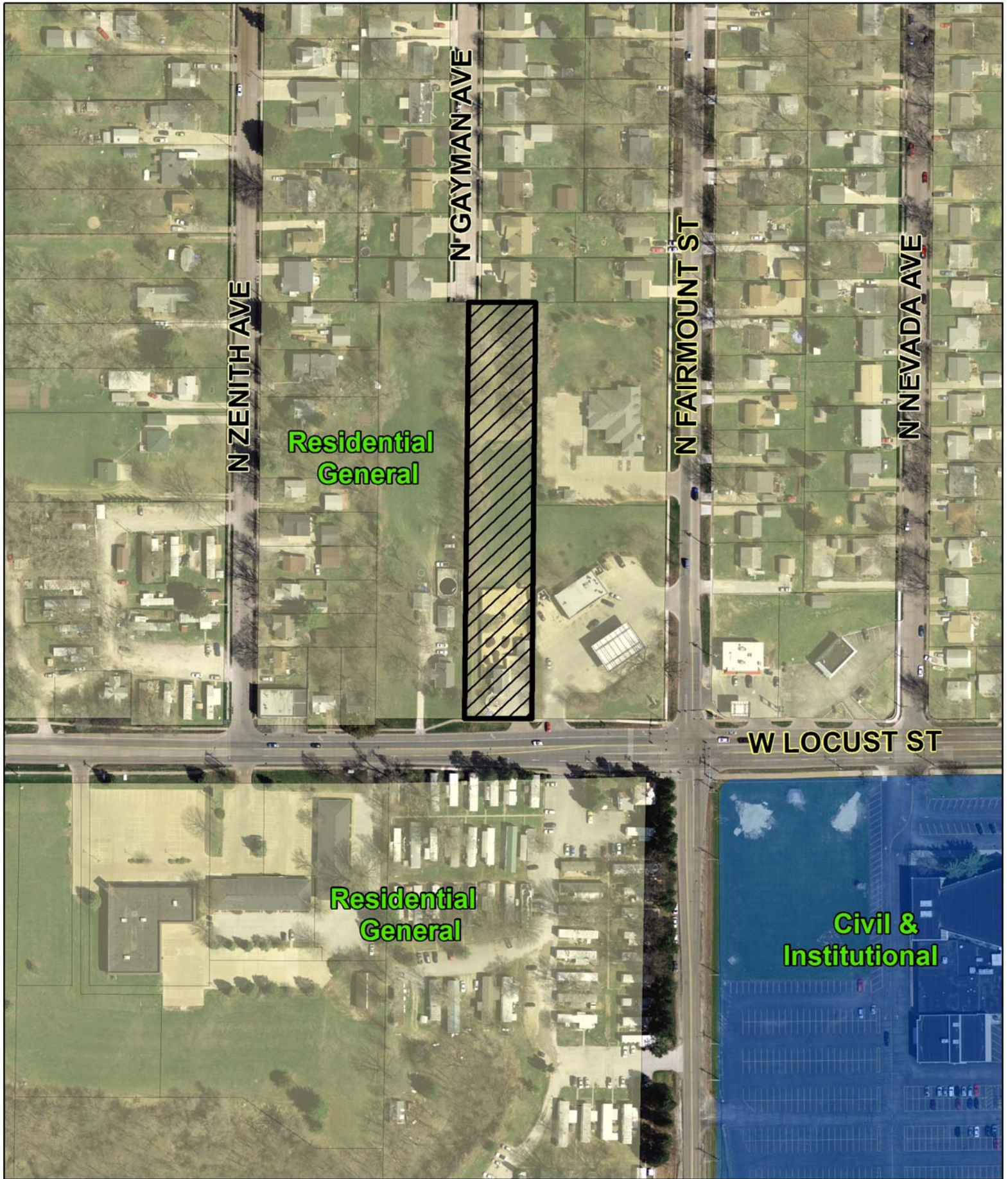
Approved:

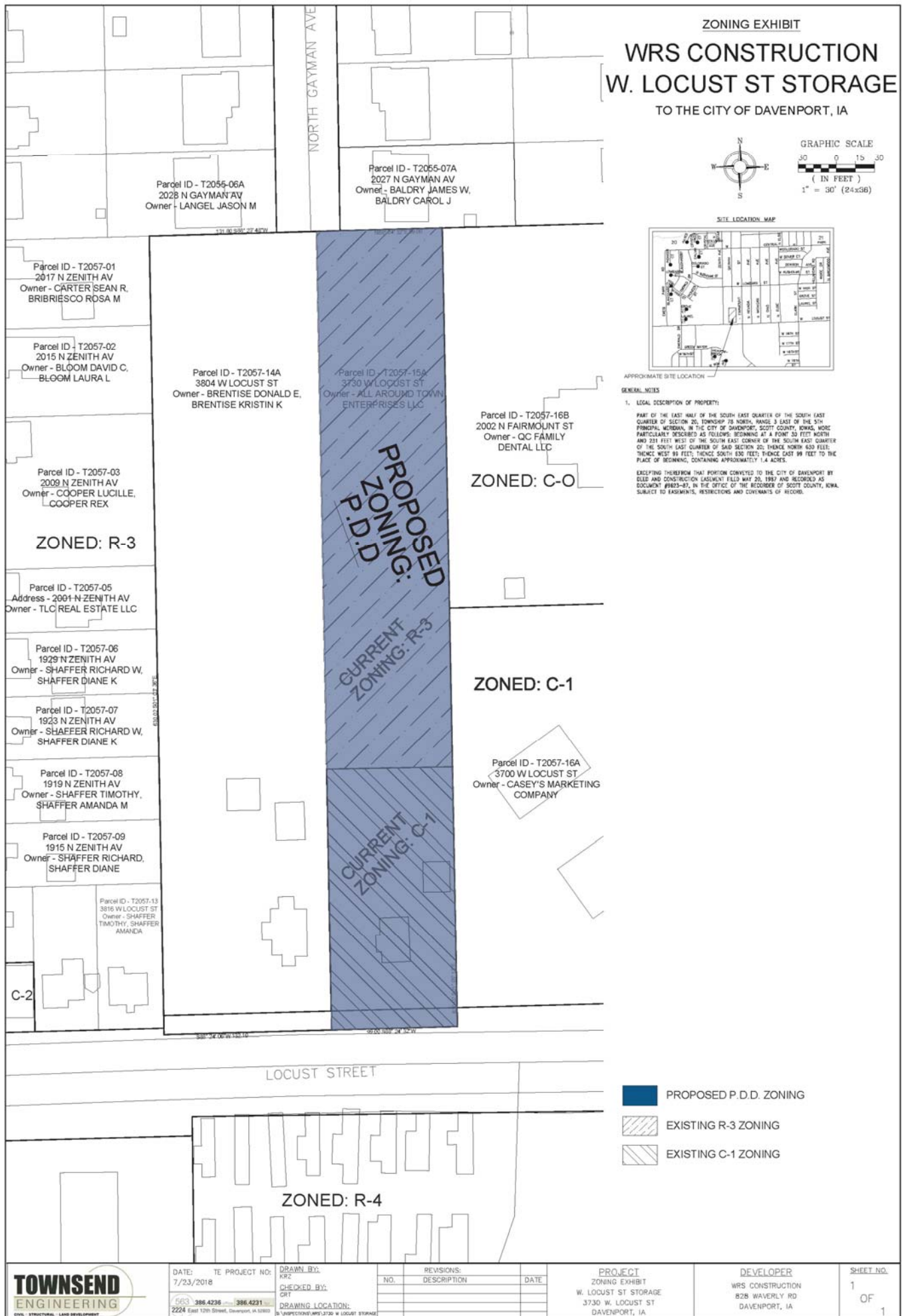
Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk







October 3, 2018

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of October 2, 2018, the City Plan and Zoning Commission considered Case No. FDP18-04 request of Shawn Agan for a PDD - Planned Development District Final Development Plan for a self-storage facility on 1.4 acres, more or less, located at 3730 West Locust Street. [Ward 1]

Findings:

1. The proposed development would be consistent with the RG Future Land Use Development based on the location being adjacent to the edge (West Locust Street), the proposed scale and orientation as depicted on the “PDD” Final Development Plan and the rezoning conditions associated with Case REZ18-12; and
2. The final development plan would achieve consistency with the adopted “PDD” Land Use Plan.

The Plan and Zoning Commission accepted the listed findings and forwards Case No. FDP18-04 to the City Council with a recommendation for approval subject to the following condition:

1. That the City Council approves Case No. REZ18-12 by adopting the rezoning Ordinance and associated Land Use Plan.

The vote for approval was 6–yes, 0–no and 0–abstain

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

Meeting Location: Council Chambers-City Hall

[illegible]

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Susanne Knutsen, 326-6179

Wards:

Action / Date

10/17/2018

Subject:

Motion setting a public hearing for the purpose of amending the Downtown Urban Renewal Area Plan. [Ward 3]

Recommendation:

Pass the motion.

Background:

The City of Davenport is seeking to amend the Downtown Urban Renewal Area Plan. The amendment will add the Downtown Streetlight Replacement Program in the amount of \$178,094.

If approved, the public hearing would be held at the Wednesday, November 7, 2018 Committee-of-the-Whole meeting.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/11/2018 - 9:57 AM
Community Development Committee	Berger, Bruce	Approved	10/11/2018 - 9:57 AM
City Clerk	Thorndike, Tiffany	Approved	10/11/2018 - 10:20 AM

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Susanne Knutsen, 326-6179
Wards:

Action / Date
10/17/2018

Subject:
Motion setting a public hearing for the purpose of amending the North Urban Renewal Area Plan.
[Wards 2, 6, 7 & 8]

Recommendation:
Approve the motion.

Background:
The City of Davenport is seeking to amend the North Urban Renewal Plan. The amendment will add the 2018 Internal TIF project in the amount of \$275,000.

The public hearing is to be held at the Wednesday November 7, 2018 Committee of the Whole meeting.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/8/2018 - 5:08 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/8/2018 - 5:08 PM
City Clerk	Admin, Default	Approved	10/9/2018 - 2:02 PM

City of Davenport

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

Action / Date
10/3/2018

Subject:
Second 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 53RD 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:

53rd 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
10/17/2018

Subject:

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

Quad City Times, Packaging of Thanksgiving Paper, November 21, 2018, 5:00 PM - 12:00 AM;
Closure Location: 4th Street from River Drive to LeClaire Ave, closing the southernmost lane closet to the Quad City Times building [Ward 3]

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	10/9/2018 - 4:01 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: Quad City Times

Event: Packaging of Thanksgiving Paper

Date: November 21, 2018

Time: 5:00 PM – 12:00 AM

Closure Location: 4th Street from River Drive to LeClaire Ave, closing the southern most lane closest to the Quad City Times building

Ward: 3

Approved this 24th day of October, 2018.

Approved:

Attest:



Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: Committee of the Whole
Department: City Clerk
Contact Info: Jackie E Holecek
Wards: ALL

Action / Date
10/17/2018

Subject:

Motion approving noise variance request(s) for various events on the listed dates and times.

Macro Reyes, Halloween Party, 314 East Ripley Street, October 27, 2018, 8:00 PM to 12:00 AM,
Outdoor Music, Over 50 dBa [Ward 3]

Steve Ahrens, Christkindlmarkt QC, 421 West River Drive, December 8, 2018, 10:00 AM - 10:00
PM, Outdoor Music, Over 50 dBa [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Vibrant Region

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/9/2018 - 11:22 AM

City of Davenport

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

Action / Date
10/17/2018

Subject:
Motion approving beer and liquor license applications.

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

Ward 2

Probstei Inn Bar & Grill (Mayberry Homestead Inc.) - 6315 W Kimberly Rd. "New Owner/License" - License Type: C Liquor

Ward 3

Bad Boy's Pizza Inc. (2 Dawn & Keira Inc.) - 131 W 2nd St., Unit 1 "New License" - License Type: C Liquor

German American Heritage Center (German American Heritage Center) - 712 W 2nd St. 4th Floor only - "New License" - License Type: Beer / Wine

Ward 4

The Pour House (Boss Lady, Inc.) - 1502 W Locust St. - Outdoor Extended Area November 3-4, 2018 "Annual Hawkeye Tailgating Party" - License Type: C Liquor

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

Ward 5

The Outing Club (The Outing Club) - 2109 Brady St. - Outdoor Area - License Type: C Liquor

Ward 6

Applebee's Neighborhood Grill & Bar (Apple Corps LP) - 3838 Elmore Ave. - License Type: C Liquor

C. Request for waiver of 600 foot separation from child care providers rule:

Ward 3

German American Heritage Center (German American Heritage Center) - 712 W 2nd St. 4th Floor only - License Type: Beer / Wine

Recommendation:

Consider the license applications.

Background:

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

ATTACHMENTS:

Type

Description

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/11/2018 - 11:47 AM
Finance Committee	Watson-Arnould, Kathe	Approved	10/11/2018 - 11:47 AM
City Clerk	Thorndike, Tiffany	Approved	10/11/2018 - 12:16 PM

City of Davenport

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

Action / Date
10/3/2018

Subject:
Second 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
76th Street from Northwest Boulevard 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

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: Trishna Pradhan; 563-888-2264
Wards:

Action / Date
10/17/2018

Subject:
First Consideration: Ordinance amending the 2018 Uniform Plumbing Code to add a new paragraph to section 605.2.2. [All Wards]

Recommendation:
Adopt the Ordinance

Background:
January 1, 2019 the State of Iowa will enforce the state amended 2018 Uniform Plumbing Code. We would like to further amend Chapter 15.28 of the 2000 Davenport Municipal Code by modifying the 2018 Uniform Plumbing Code adopted as revised by the City of Davenport as proposed below.

Revise Chapter 6 of the 2018 Uniform Plumbing Code. Amend section 605.2.2: Solvent Cement Joints to allow solvent cement joint only for non-potable CPVC pipes. Both Mechanical Joints per section 605.2.1 and Threaded Joints per section 605.2.3 will remain as is. The proposed change will increase the life of CPVC pipe joints and decrease any chance of contamination of potable water through deteriorated solvent cement joints in CPVC.

15.28.021 Additions, deletions and amendments to the Uniform Plumbing Code

A. Add a new paragraph to section 605.2.2 of the Uniform Plumbing Code, 2018 as follows:
Solvent cement joint on CPVC pipe & fittings shall not be allowed on pipes serving potable water.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 4:19 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 4:19 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 4:47 PM

ORDINANCE NO. _____

Ordinance amending the 2018 Uniform Plumbing Code.

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

Section 1. That Chapter 15.28 entitled "Plumbing Code" is hereby amended to read as follows:

15.28.021 Additions, deletions and amendments to the Uniform Plumbing Code

A. Add a new paragraph to section 605.2.2 of the Uniform Plumbing Code, 2018 as follows:

Solvent cement joint on CPVC pipe & fittings shall NOT be allowed on pipes serving potable water.

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: Sandy Doran; 563-326-7756
Wards:

Action / Date
10/17/2018

Subject:
Resolution approving the contract for the 1970's Interceptor Sewer Conditions Assessment to Veenstra & Kimm in the amount not-to exceed \$196,800.00, CIP #30046. [All Wards]

Recommendation:
Approve the resolution.

Background:

The Joint Use Cities Technical Committee is working on out year costs for operations and maintenance of the Interceptor Sewer System. The 1970's Interceptor has been evaluated from the Davenport city line upstream and below the old treatment plant at Marquette. Existing estimates for rehabilitation of the 1970's not evaluated were determined based on similar size sewers and not on actual televised sewer video. Estimated costs for rehabilitation of the 21,000 feet of 78" diameter sewer is about \$11M. Televising the interceptor and assessing manhole conditions for the 1970's sewer that was not previously evaluated will provide more precise out year costs for operations and maintenance of this interceptor.

This project is part of the long range planning to eliminate I & I/direct river connections to the sanitary sewers as directed by the IDNR consent order. Veenstra & Kimm were selected as a result of their knowledge, expertise and experience with the infrastructure conditions along the riverfront.

This resolution is the approval of the contract award and is within budget.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2
▢ Backup Material	Professional Agreement 1970's Sewer Conditions Assessment
▢ Backup Material	Fig 1 Map 1970's Sewer Conditions Assessment Project Area

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/10/2018 - 4:20 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 4:21 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 4:47 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the 1970's Interceptor Sewer Conditions Assessment to Veenstra & Kimm in the amount not-to exceed \$196,800.00, CIP #30046.

WHEREAS, the City of Davenport previously completed I & I investigations as part of the Equalization Basin/Wet Weather Planning work; and

WHEREAS, as a result of the investigations, recommendations were made for the assessment of manholes and televising on the 1970's interceptor sewer; and

WHEREAS, the work is to be performed at agreed upon prices; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa; that said Contract for the 1970's Interceptor Sewer Conditions Assessment to Veenstra & Kimm is hereby approved.

Passed and approved this October 24th day of October, 2018.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF DAVENPORT, IOWA 1970'S INTERCEPTOR SEWER CONDITIONS ASSESSMENT

WHEREAS, the CITY OF DAVENPORT, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "CITY," is desirous of obtaining professional engineering services for the 1970's Interceptor Sewer Conditions Assessment, hereinafter referred to as the "Project," and

WHEREAS, the CITY of Davenport has determined that it would be desirous to perform the above mentioned assessment, and

WHEREAS, VEENSTRA & KIMM, INC., hereinafter referred to as the "CONSULTANT," being a corporation organized and existing under the laws of the State of Iowa; and

WHEREAS, the CONSULTANT is desirous of performing professional services for the CITY in connection with the 1970's Interceptor Sewer Conditions Assessment project.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I - GENERAL

A. PERFORMANCE

The performance of the CONSULTANT shall be limited to the scope of services outlined as hereinafter set forth.

B. CONFERENCES

Conferences shall be held from time to time as the performance of this Agreement progresses at a mutually convenient location at the request of the CITY. The CONSULTANT shall prepare and present such information as may be pertinent or necessary to enable the CITY to pass critical judgment on the features and progress of services under this Agreement. The CONSULTANT shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the CITY. If alternates or alternatives are to be considered, the CITY shall have the right of selection. The CONSULTANT shall, at the request of the CITY, appear personally, prepare and present such documents and/or explanations to the Davenport City Council as may be requested.

C. INDEMNIFICATION

The CONSULTANT shall and hereby agrees to hold and save the CITY harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the CONSULTANT's or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the CONSULTANT's personnel, agents, servants, and employees occurring under the Worker's Compensation Act of the State of Iowa.

D. INSURANCE

The CONSULTANT shall furnish the CITY with a certificate or certificates of insurance by an insurance company licensed to do business in the State of Iowa, in compliance with Attachment II, "Professional Services Insurance".

E. PROGRESS REPORTS

The CONSULTANT shall furnish the CITY with monthly progress reports which shall indicate the percentage of engineering services completed on the project to the date of the report, together with a description of the status of services in progress during the CONSULTANT's performance under this Agreement. The CONSULTANT shall also, upon request of the CITY, furnish the necessary documentation to verify the reported progress in the performance of said services.

F. ACCESS TO CONSULTANT'S RECORDS

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The CITY or any of its duly authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. All such books, records, and documents shall be retained for three years from the date of final payment under the contract.

G. OWNERSHIP OF DOCUMENTS

All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Agreement shall become the property of the CITY upon completion or termination of the services of the CONSULTANT.

H. FEDERAL REQUIREMENTS

Not applicable.

I. TERMINATION

If the CITY should desire to suspend or terminate the services to be rendered by the CONSULTANT under this Agreement, such suspension or termination may be effected by the CITY giving the CONSULTANT written notice. Payment shall be made by the CITY for services rendered by the CONSULTANT to date of termination.

J. CHANGES IN SCOPE OF SERVICES

1. Extra Work

Authorization for extra work shall be evidenced by the CITY in writing, in the form of a Supplemental Agreement. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to, the introduction of new items of work beyond the stated or implied scope of the Agreement.

At the option of the CITY, payment for extra work may be made on a fixed price; a cost plus a fixed fee, time and materials; or other mutually agreed basis.

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the CITY in writing of that fact. In the event the CITY determines that such work does constitute extra work, the CITY shall provide extra compensation to the CONSULTANT as provided for above. No extra work shall be performed by the CONSULTANT without receiving a written agreement from the CITY in advance.

2. Deletion of Work

Authorization for deletion of work shall be evidenced by the CITY in writing.

At the discretion of the CITY, work items listed in Section 2 - Scope of Work, or parts thereof, may be deleted from the project.

Reduction to the CONSULTANT's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the CONSULTANT had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the CONSULTANT's compensation.

K. NONDISCRIMINATION

Attachment I titled "Special Provisions Section III Nondiscrimination In Employment by Contractors/Subcontractors and Suppliers" shall be signed by the CONSULTANT and shall become a part of this Agreement. In Attachment I the contractor/supplier is the CONSULTANT for terms of this Agreement.

L. CONTRACT COMPLIANCE PROGRAM

The CONSULTANT agrees to comply with the City of Davenport Special Provisions which is attached.

M. SUBLETTING OR ASSIGNMENT

The CONSULTANT shall not sublet, assign or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the City Engineer and approved by the City Council except for the use of Jacobs Engineering to provide sewer televising inspection. Requests for permission to sublet shall be in writing and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. Subconsultants which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.

A "City of Davenport Consultant Cost Summary for Subagreements" or equal shall be provided on each organization showing Hourly rates and Overhead and Fringe Benefit rates that will be applied to services to be sublet.

When requested by the City Engineer, the CONSULTANT shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent by the CITY for the CONSULTANT to sublet, assign or otherwise dispose of any portion of this Agreement shall not relieve the CONSULTANT of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the CITY and the SUBCONSULTANT. The CONSULTANT agrees to include in and make a part of all subagreements all portions of this Agreement which relate to the subconsultants' work including the Nondiscrimination portions of this Agreement.

N. CLOSE-OUT OF AGREEMENT

Upon completion or termination of services under this Agreement, the CONSULTANT shall provide the CITY the following documents:

1. Documents as stated in Section 1.G of the Agreement.
2. Statement of Final Billing.
3. Written report showing the actual amounts paid by the CONSULTANT for services under this Agreement to MBE/WBE Firms.

O. LAWS, REGULATIONS AND CODES

The CONSULTANT hereby agrees that all work done as part of this Agreement which is subject to current Federal, State or Local Laws, Regulations and/or Codes shall comply with such applicable Laws, Regulations and/or Codes.

P. CITY POLICY AND PROCEDURES

The CONSULTANT hereby agrees to conform to CITY policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:

1. Invoice and billings for service.
2. Engineering Department Design Standards.
3. Engineering Department standard format for reports, plans, and/or specifications.
4. Plan-review process including site-plan and architectural review.
5. Include CITY Work Order Number and Contract Number on all documents related to this Agreement if appropriate.

Q. NOTICE TO PROCEED

The CONSULTANT shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.

SECTION 2 - SCOPE OF SERVICES

1970'S INTERCEPTOR SEWER CONDITIONS ASSESSMENT (See Figure 1 for location map)

A. SERVICES PROVIDED BY CONSULTANT

The scope of the services for which construction services are to be performed under this Agreement shall include:

1. The services by the CONSULTANT under this Agreement shall include, but not necessarily be limited to, the following:

Task A – Field Inspection: CCTV During Low Flow (Floating) – Veenstra & Kimm, Inc.'s team will mobilize and conduct CCTV inspection of approximately 20,637 lf of interceptor sewer as follows:

1. CCTV inspection will be performed during low flow periods (9:00 am to 4:00 pm or after 7:00 pm) in an effort to reduce flow to a level where the majority of the pipe diameter may be televised. Veenstra & Kimm, Inc.'s team assumes that CCTV inspection will be completed using a float system. The inspection crew will coordinate with the City of Davenport to schedule the CCTV inspections.
2. Traffic control will be required for portions of the interceptor system located along River Drive. Veenstra & Kimm, Inc.'s team will provide all necessary traffic control per City standards.
3. Portions of the interceptor to be televised lie within proximity of the railroad. Veenstra & Kimm, Inc.'s team assumes that the City will pay for permits or railroad flagging if necessary.
4. No removal of debris from the interceptor is included since it is anticipated that the entire sewer will be floatable.
5. It is assumed the work will be completed during low flow/ground water conditions. Veenstra & Kimm, Inc.'s team will not be responsible for delays or re-mobilization costs associated with wet weather or high groundwater conditions that prevent completion of the work. No costs for remobilization will be incurred without written approval from the City.

Task B – Manhole Inspection Level 1 and Level 2 – task will include the following:

1. Complete NASSCO MaCP Level 1 surface level inspections utilizing digital manhole camera system as outlined in manhole scope of services.
2. Provide all equipment and personnel as required to complete inspections.
3. Provide at least (1) one NASSCO certified inspector onsite during inspection per camera truck.
4. MACP Level 1 Specifics: Complete inspection using Panoramio 360 SI digital scanning camera equipment to perform full Level 1 MACP inspections including “non-entry” observations such as Cover, Frame, Chimney, Wall, Bench & Invert condition (Pass/Fail), confirmation of location, type of structure and evidence of surcharge and all other Level 1 MACP fields. Any additional fields not listed on the MACP Level 1 can be added as required by the Utility with advanced notice prior to start of project.
5. MACP Level 2 Specifics: Complete inspection using Panoramio 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including “remote entry” observations including all Level 1 MACP fields as well as all Cover dimensions (diameter, surface bearing, condition, lid type); Frame dimensions (all measurements, condition, inflow); Cover Insert (yes/no, condition); Frame Adj Ring (yes/no, height, condition); Chimney (yes/no, material, condition, depth); Cone (yes/no, type, material, condition, depth); Wall/Barrel (type, material, condition, depth); Bench (yes/no, type, material, condition, lining); Channel/Invert (yes/no, type, material, condition, lining); Pipe (All Rim-to-Invert dimensions for each pipe, pipe size/shape, condition, and material).

6. Provide all data in Access, Excel and Pipelogix (read-only) format, all digital .IPF scan files, software required to view IPF video files all backup and PDF reports including attribute information and defect picture reports in an external hard drive and online FTP format.
7. Repair Recommendations Scope: Repair recommendations for each manhole will be provided. The means in which this data will be delivered will be via Excel spreadsheet and will include the Asset ID#, Severity Rating (0 = good condition – no I/I and/or no structural defect or repair that should be considered as preventative or made within 7-10 years; 1 = fair condition – light I/I and/or structural defect that should be repaired within 5-7 years; 2 = moderate severity – regular flowing I/I and/or structural repair that should be made within 1-3 years; 3 = severe condition – heavy I/I and/or severe structural defect that should be repaired immediate to 1 year), Type of Repair by category (e.g. grout, curtain grout, chimney seal, lining, inside drop, bench rehab or replacement, etc.), estimated budget price for repair and notes on condition or repair.

Task C – Field Report – Veenstra & Kimm, Inc.'s team will provide a digital CCTV inspection report in a NASSCO PACP compliant database with associated videos.

Task D – Traffic Control & Access Support – Veenstra & Kimm, Inc.'s team will access all manholes and will prepare any permit applications required for access. Traffic control will be provided per Davenport and IDOT standards.

Task E – Final Report – A final report will be prepared that summarizes the conditions assessment and makes recommendations for improvements. The recommendations will include detailed cost estimates and project prioritization based on funding and discussions with the Joint Use Cities.

Task F – Miscellaneous/Mileage/Field Expenses – Costs such as specialized drills, wrenches, safety equipment and normal field costs are estimated.

It is understood by the CITY and CONSULTANT that sewer system evaluation surveys must be flexible during the course of the Project implementation. As data is collected, it is often necessary to refine and change the scope and focus of the Project. The CITY and CONSULTANT agree the scope of the Project may be adjusted during the course of performance by adding or subtracting work from the specific work tasks. Work may be added, shifted or deleted provided the total cost of the Project does not increase.

B. OBLIGATIONS OF CITY TO CONSULTANT

1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.

2. Designate a liaison officer from the CITY who will work directly with the CONSULTANT to coordinate the collection of CITY-supplied data, arrange for meetings, and be responsible for the general coordination between the CITY and the CONSULTANT.
3. Provide the services of the City Solicitor experienced in legal matters pertaining to this type of project. The CONSULTANT shall cooperate with the City Solicitor and comply with the requirements of the City Solicitor as to form of contract documents and procedures relative to them.
4. Provide access to all manholes in the study areas, including clearing easements as necessary to provide access for T.V. trucks and cleaning equipment.
5. Provide easement to all sewers in the study areas.
6. Attend all Public Informational Meetings with the CONSULTANT.

C. DELIVERABLES

The scope of the services shall be considered to be complete upon delivery of the following items to the satisfaction of the CITY.

The documents provided to the CITY by the CONSULTANT shall include but may not be limited to the following in accordance with each project type:

- 1 copy of all field data sheets
- 1 copy of sewer line televising
- 1 copy of Level 2 Panorama Survey and Executive Dashboard
- 4 copies of the preliminary conditions assessment with recommendations
- 4 copies of final report
- Electronic pdf of all data and reports

SECTION 3 - COMPENSATION AND PAYMENT

A. COMPENSATION

1. \$196,800.00 maximum based on unit prices as presented on Figure 2.

SECTION 4 - COMPLETION OF WORK

The CONSULTANT shall complete all services outlined in this Agreement on or before March 31, 2019, providing no unforeseen delays are experienced beyond the control of the CONSULTANT.

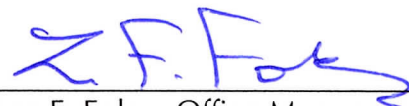
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2018.

CITY OF DAVENPORT, IOWA

VEENSTRA & KIMM, INC.

By _____

Title _____

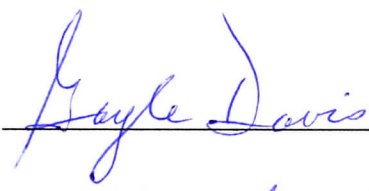
By 

Leo F. Foley, Office Manager

ATTEST:

By _____

Title _____

By 

Title Admin Assistant

SPECIAL PROVISIONS

SECTION III -

Nondiscrimination in Employment by Contractors/Subcontractors and Suppliers

Contractor's Agreement

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Davenport Affirmative Action Plan, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan.
- (5) The Contractor will furnish all information and reports required by the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan, and will permit access to his/her books and accounts by the contracting department and the Compliance Officer for purposes of investigation to ascertain compliance with the City's Affirmative Action Plan.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any implementing procedures or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in The Davenport Affirmative Action Plan and such other sanctions may be imposed and remedies invoked as provided in the Davenport Affirmative Action Plan, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order in the amount of \$5,000 or more, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the City of Davenport to enter into such litigation to protect the interests of the City of Davenport.

INSURANCE AND INDEMNIFICATION CONTRACTORS

CONTRACTOR'S INSURANCE

The Contractor 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.

The following insurance policies are required unless other limits are specified in the "Advertisement for Bids" or "Special Provisions." The City is to be named as an additional insured under Commercial General Liability.

(1) Commercial General Liability

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

(2) Commercial Automobile Liability

Any Auto, Hired & Non-Owned Combined Single Limit	\$1,000,000
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(3) Excess Liability Umbrella \$2,000,000

(4) Statutory Worker's Compensation with waiver of subrogation in favor of the City.

(5) Professional Services (Errors & Omissions) Insurance \$1,000,000

INSURANCE INCLUSIONS

The comprehensive general liability insurance shall include independent Contractors protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment. Property damage shall include coverage for explosion, collapse, and underground damage.

CONTRACTUAL LIABILITY

The insurance required above under “CONTRACTOR’S INSURANCE” on page 1, shall:

- (1) be Primary insurance and non-contributory.**
- (2) include contractual liability insurance coverage for the Contractor's obligations under the INDEMNIFICATION paragraph on page 3.

CERTIFICATES OF INSURANCE

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 Contractor 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 Contractor 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.

PROPERTY INSURANCE

Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the contractor’s entire work, supplies and materials at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief and equipment breakdown. The Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

BUILDER’S RISK INSURANCE

The City of Davenport reserves the right to require “Builder’s Risk” coverage dependent upon the scope of the project. If required, “Builder’s Risk” policies and limits will be specified in the "Advertisement for Bids" or "Special Provisions."

LOSS ADJUSTMENTS

Any loss that is insured under the PROPERTY INSURANCE paragraph above, is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insured, as their interests may appear. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor and, by appropriate agreement written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

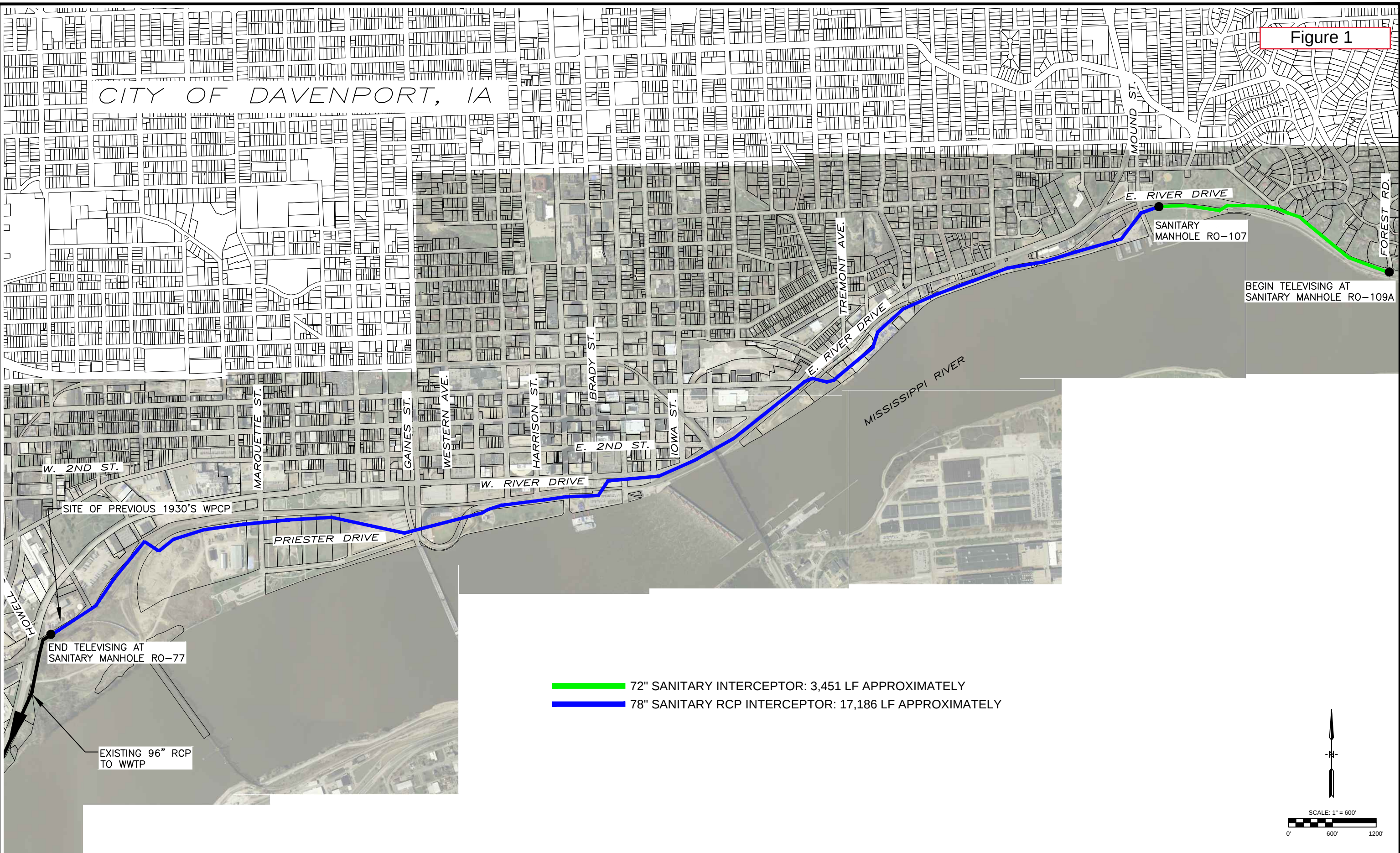
INDEMNIFICATION

To the fullest extent permitted by the law, the Contractor 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 arising out of or resulting from the performance of the work, 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 (other than the Work itself), including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

X-REFS: Dav GIS parcels2 & 22264 AERIALS FADE50
FILE PATH: P:\JEFFS MACHINE\CIVIL 3D PROJECTS FROM JEFF'S MACHINE\DAVENPORT 22264 1930'S INTERCEPTOR DIVERSION\DRAWINGS\ PRODUCTION DRAWINGS\22264 OVERVIEW 1970'S MAP
PLOTTED: Wednesday, August 1, 2018 10:23:33 AM



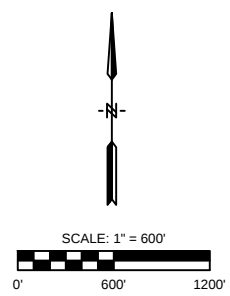
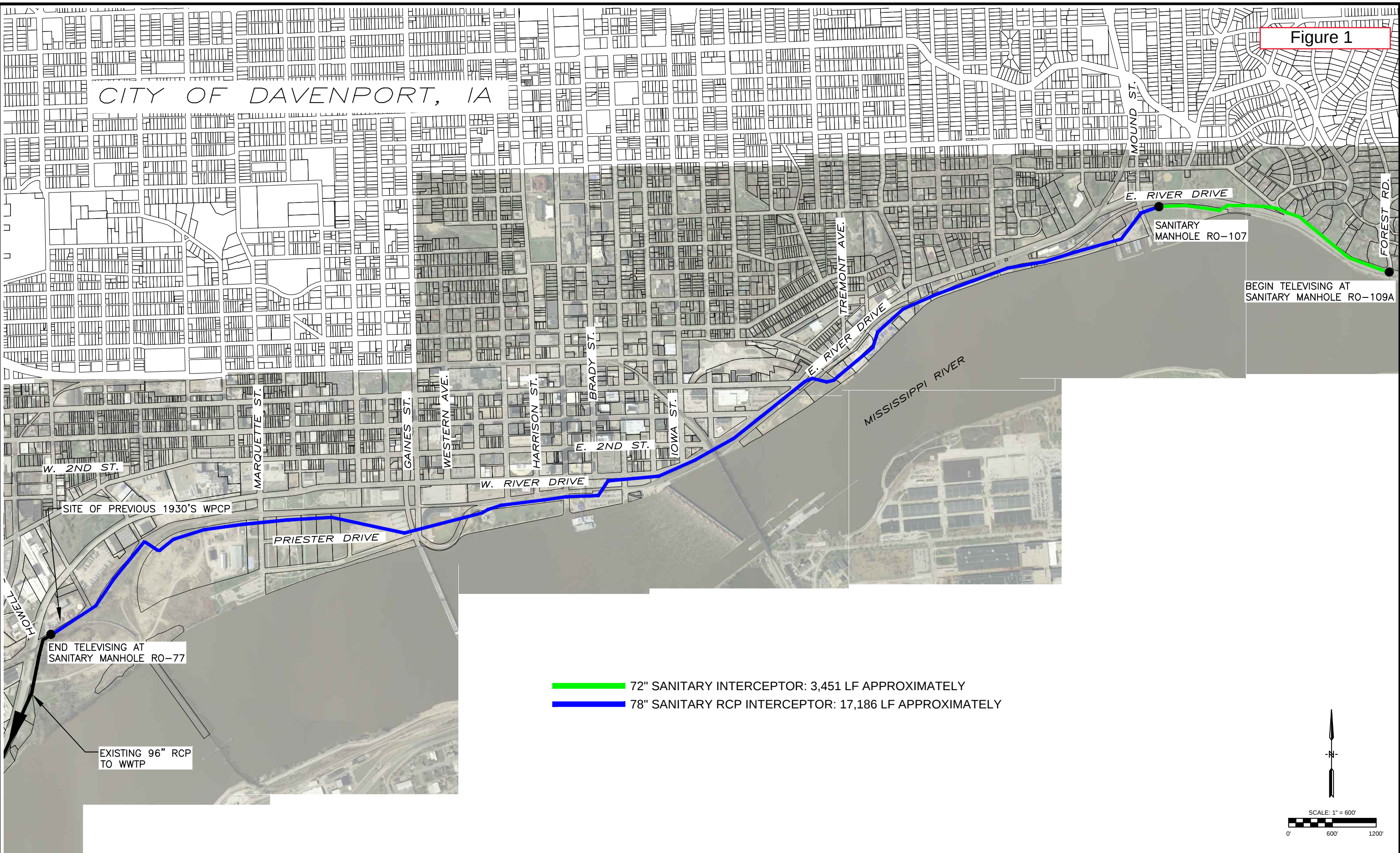
DATE		REVISIONS		SCALE		AS NOTED		VERIFY SCALE		TELEVISION OF 1970'S SANITARY INTERCEPTOR CITY OF DAVENPORT, IOWA		EXISTING DAVENPORT RIVERFRONT SANITARY INTERCEPTOR		DWG. NO.	
				DRAWN		JAL		BAR IS ONE INCH ON ORIGINAL DRAWING.	1"	 VEENSTRA & KIMM, INC.		1530 46th Ave • Suite 2B • Moline, Illinois 61265-7019 309-797-0171 • 309-797-0996(FAX) • 877-241-8010(WATS)		1	
				CHECKED		EWL		IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.							
				APPROVED		LFF									
				DATE											
				ISSUED FOR										PROJECT 22264	

DAVENPORT, IOWA
1970'S INTERCEPTOR SEWER
CONDITIONS ASSESSMENT
COST ESTIMATE
RO-109A to RO-77
20,637 ft (3.9 miles)

Figure 2

Task	Cost
A. Field Inspection CCTV during low flow (floating)	\$ 125,000.00
B. Level 2 Manhole Survey Includes Panoramio and Executive Dashboard	\$ 7,800.00
C. Field Report NASSCO PACP Compliant Database & Video	\$ 10,000.00
D. Traffic Control & Access Support	\$ 15,000.00
E. Final Report Mapping/Recommendations/Cost Estimating/ Coordination with Joint Use Technical Committee	\$ 35,000.00
F. Miscellaneous/Mileage/Field Expenses	<u>\$ 4,000.00</u>
Total Estimate	\$ 196,800.00

X-REFS: Dav GIS parcels2 & 22264 AERIALS FADE50
FILE PATH: P:\JEFFS MACHINE\CIVIL 3D PROJECTS FROM JEFF'S MACHINE\DAVENPORT 22264 1930'S INTERCEPTOR DIVERSION\DRAWINGS\ PRODUCTION DRAWINGS\22264 OVERVIEW 1970'S MAP
PLOTTED: Wednesday, August 1, 2018 10:23:33 AM



DATE		REVISIONS		SCALE	AS NOTED	VERIFY SCALE		TELEVISIONING OF 1970'S SANITARY INTERCEPTOR CITY OF DAVENPORT, IOWA			EXISTING DAVENPORT RIVERFRONT SANITARY INTERCEPTOR		DWG. NO.
				DRAWN	JAL	BAR IS ONE INCH ON ORIGINAL DRAWING.							1
				CHECKED	EWL	IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.							
				APPROVED	LFF								
				DATE									
				ISSUED FOR									

VEENSTRA & KIMM, INC.

1530 46th Ave • Suite 2B • Moline, Illinois 61265-7019
309-797-0171 • 309-797-0996(FAX) • 877-241-8010(WATS)

PROJECT

22264

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Krup
Wards:

Action / Date
10/17/2018

Subject:
Resolution assessing the cost of boarding up building at various lots and tracts of real estate. [All Wards]

Recommendation:
Consider the resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to the Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▯ Cover Memo	PW RES - BOARD UP BUILDING

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 2:43 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 2:44 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 2:52 PM

Resolution No. _____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of boarding up building at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of boarding up building on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

Board Up Building Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
300198435	LANG, SCOTT	H0049-15	80022084	107.44
000043771	YORK, GARY II	H0051-11	80022086	313.05
000060675	CHAVEZ, DOMINIC	M1513B01	80022116	165.00
000073947	DEVELOPMENT LLC, CJ	E0018-03	80022221	106.65
300246526	FOLEY, JANET L	H0023-25	80022287	281.10
300002172	POWERS, JULIE S	A0036-27	80022329	1,317.80
000015549	HIBBS, MICHAEL A	G0035-11	80022369	345.60
300111234	BALLARD, LUCINDA	G0045-07	80022377	126.10
000051209	NICHOLS, TRAVIS R	H0012-10	80022665	119.60
300096263	LUCIER, DANIEL L	J0024-39	80022768	110.90

Number of Accounts to Levy	10	Total Balance Outstanding:	\$2,993.24
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City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Krup
Wards:

Action / Date
10/17/2018

Subject:
Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate.
[All Wards]

Recommendation:
Consider the resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to the Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▯ Cover Memo	PW RES - BRUSH & DEBRIS REMOVAL

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 2:44 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 2:45 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 2:52 PM

Resolution No. _____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of brush and debris removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of brush and debris removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

Brush and Debris Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
000076184	LAKEVIEW LOAN SERVICING	A0005C38	80021998	185.00
300226321	GARRARD, TERRY	E0017-27	80022017	153.25
300241854	BARTELS, JOSPEH	G0015-01	80022051	240.00
000024585	RALEY, DAN O	G0021-32	80022055	186.00
300246526	FOLEY, JANET L	H0023-25	80022078	281.75
300246526	FOLEY, JANET L	H0023-25	80022080	183.00
000060782	FLORIDA BOUND LLC	J0009-04	80022093	153.25
000022972	DEBOURCY, SKI	P1113D31	80022123	161.50
300247715	J P RENTALS LLC	P1413A08	80022129	161.50
300247715	J P RENTALS LLC	P1413A09	80022131	169.75
300247715	J P RENTALS LLC	P1413A10	80022133	161.50
300157223	EHLINGER, PHILIP	W0427-08	80022149	193.00
000010259	RIDGE, MICHAEL J	C0050-04	80022175	169.75
000052866	STEINECKE, JERAMY	J0022-54	80022193	153.25
000073156	HEIDI JOHNSON	C0056A25	80022218	153.25
000074030	ESTATES LLC, COTTAGE	W1019C50B	80022223	161.50
000078977	ADVISORS, NEWPOINT	O2112A05	80022237	178.00
000078977	ADVISORS, NEWPOINT	P1413A02	80022239	240.00
000078977	ADVISORS, NEWPOINT	P1413A06	80022241	248.25
000151272	RODENBECK, RICHARD H	B0009-19	80022251	161.25
120236308	BELLA VISTA ESTATES LC	W0923A30	80022257	171.00
300138276	BTRIBRIESCO, SHARI	F0008-39	80022271	178.00
300213130	CRABTREE, HEATHER	A0036-21	80022274	177.75
300247715	J P RENTALS LLC	P1413A09	80022289	248.25
400004440	BRONTE ESTATES LC	W1019C41A	80022307	187.50
400004440	BRONTE ESTATES LC	W1019C48A	80022309	177.75
300032405	PEIFFER, WENDEL E	F0026-38	80022355	186.25
300221710	TUCKER, JOHN M	H0056-56	80022393	186.00
000059949	SKINNER, DANA LYNN	J0010-25	80022395	161.00
300096263	LUCIER, DANIEL L	J0024-39	80022403	194.25
000079402	KIKEL, JON	K0016-08	80022415	195.00
400001782	MARSDEN, SCOTT	W0422-21	80022437	150.00
000054173	NORTH SHORE ESTATES LC	W1019B31	80022444	153.25
000013827	S & J REALTY	K0006-06	80022646	153.25
000067374	ANGELA SCHAAPVELD	H0050-25	80022697	178.00

000076187	NSC RENTALS AND LEASING LLC	K0032-20	80022717	169.75
300100969	DOWELL, BEVERLY	B0063-16	80022772	177.75
300115216	BURRAGE, HENRY C	G0045-42	80022775	186.25
300174762	WINFIELD, ROBERT J	H0022-23	80022786	229.25
300264452	LOCKREM, JEFF E	J0014-22	80022827	161.50
400004440	BRONTE ESTATES LC	W1019C45A	80022833	169.75

Number of Accounts to Levy	41	Total Balance Outstanding:	\$7,486.25
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City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Krup
Wards:

Action / Date
10/17/2018

Subject:
Resolution assessing the cost of sidewalk replacement at various lots and tracts of real estate. [All Wards]

Recommendation:
Consider the resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to the Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▯ Cover Memo	PW RES - SIDEWALK REPLACEMENT

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 2:46 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 2:46 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 2:53 PM

Resolution No. _____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of replacing sidewalk at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of replacing sidewalk on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

Sidewalk Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
000060105	JUNE M HELLER	E0040-11	01315184	2,042.04
Number of Accounts to Levy		1	Total Balance Outstanding:	\$2,042.04

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Krup
Wards:

Action / Date
10/17/2018

Subject:
Resolution assessing the cost of tree removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Consider the resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to the Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▢ Cover Memo	PW RES - TREE REMOVAL

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 2:48 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 2:48 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 2:51 PM

Resolution No. _____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of tree removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of tree removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

Tree Removal Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
000057646	ERIN BUSHA	D0052-13	01315007	1,875.00

Number of Accounts to Levy	1	Total Balance Outstanding:	\$1,875.00
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City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brian Krup
Wards:

Action / Date
10/17/2018

Subject:
Resolution assessing the cost of weed cutting at various lots and tracts of real estate. [All Wards]

Recommendation:
Consider the resolution.

Background:
The City allows 60 days from the invoice date for a bill to be paid. After 60 days, it is levied to the Scott County Treasurer as a special assessment against the property.

ATTACHMENTS:

Type	Description
▢ Cover Memo	PW RES - WEED CUTTING

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/10/2018 - 2:50 PM
Public Works Committee	Lechvar, Gina	Approved	10/10/2018 - 2:50 PM
City Clerk	Admin, Default	Approved	10/10/2018 - 3:04 PM

Resolution No. _____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of weed cutting at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of weed cutting on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

Weed Cutting Invoices for Levy

<u>CUST ACCT</u>	<u>NAME</u>	<u>PARCELID</u>	<u>INVOICE</u>	<u>BALANCE</u>
000064068	BRIDGET BOWLING	B0048-13	80022008	1,084.54
000073947	DEVELOPMENT LLC, CJ	E0018-03	80022021	111.40
000002441	BROWN, MARK	F0003-42	80022024	111.40
120219483	TAYLOR, DEREK	F0007-39	80022026	111.40
000060742	JOHNSON, TAMARA R	F0017-05	80022028	634.74
400004119	CLINE, SANDRA	F0036-01	80022032	544.78
000056694	CHARLES VAN FOSSEN	F0036-05	80022034	111.40
300199741	TAYLOE, JAMES W	F0040-20	80022036	111.40
300032503	DEARBORN, RICHARD	F0040-21	80022038	111.40
000073637	PROPERTIES LLC, RICHBRIDGE	F0063-13	80022043	111.40
000073637	PROPERTIES LLC, RICHBRIDGE	F0063-14	80022045	859.64
300193254	CATLETT, JESSICA	G0018-10	80022053	111.40
300235332	KINNAIRD, DANIEL	G0036-15	80022057	111.40
000018462	THE BEAUTY OF NEW BEGINNINGS L	G0037-19	80022059	111.40
300213863	MCCRACKEN, GREGORY S	G0046-25	80022063	111.40
000066780	RESIDENTIAL EQUITY PARTNERS LL	G0046-26	80022065	111.40
000078968	SAMUEL, MICHAEL	G0046-27	80022067	111.40
000043229	COBERLY, ELIJAH J	G0046-28	80022069	111.40
300021877	FRUEH, JOHN L	G0051-52	80022071	111.40
120198726	MCDEVITT, THOMAS E	H0004-43	80022076	319.88
000019818	MAY, THIRI	H0054-01	80022089	111.40
000078980	LOWE, DANIEL	H0064-37	80022091	111.40
000052866	STEINECKE, JERAMY	J0022-54	80022095	111.40
300096263	LUCIER, DANIEL L	J0024-39	80022097	111.40
300165973	BACKSTROM, DEBORAH J	J0044-11	80022099	111.40
300202572	TRA, MIKE	K0007-23	80022104	454.82
400001608	GARCIA, RUBEN	K0008-21	80022106	229.92
300021410	YOKE, JOYCE E	L0003-07	80022110	111.40
000043240	COTTAGES LLC	M1049-13E	80022112	111.40
300241933	BRIONES, JUAN P	M1507-31	80022114	1,354.42
000075604	LSF9 MASTER PARTICIPATION TRUS	O2110D29	80022119	111.40
000079797	WICKS, ANDREW	O2116A36	80022121	111.40

300058865	DAVIS-RAY, MARLENE	P1313B02	80022125	111.40
000050888	JOURDAN NEWMYER	W0301-16	80022141	859.64
300183870	SEIFERT, LEAH	W0332-01	80022147	111.40
000010581	BURRAGE, SHADRICK	W1007D04	80022177	111.40
000022972	DEBOURCY, SKI	P1113D31	80022181	589.76
000036225	TAYLOR, SANDY	G0046-42	80022185	769.68
000050899	DAVID BRUMMETT	W0319D12	80022187	111.40
000051209	NICHOLS, TRAVIS R	H0012-10	80022191	111.40
000054173	NORTH SHORE ESTATES LC	W1003C04	80022195	111.40
000054698	NEIGHBOORHOOD HOUSING SERVIC	H0012-34	80022197	364.86
000055641	AMANDA GOLDEN	W0315-33	80022201	111.40
000061277	STEPHANIE SIMMONS	X1107-01F	80022203	111.40
000064002	D&B MANAGEMENT CO	F0050-28	80022205	111.40
000070011	CORELINE INVESTMENTS LLC	E0003-17	80022209	544.78
000072137	NA, US BANK	A0061-38	80022216	319.88
000075605	CALVIN CLEVENGER	F0033-25	80022228	111.40
000077912	MARIA PEREZ	G0017-13	80022234	499.80
000079953	PACIFIC UNION FINANCIAL LLC	W0331-07	80022247	229.92
000151032	ALDRICH, ALICE MARIE	K0007-33	80022249	111.40
000152099	MTC PROPERTIES LLC SERIES G	A0008C47	80022253	139.96
120188485	CYCLONE DEVELOPMENT	H0052-68	80022255	111.40
300027621	SALTZ, DONNA	W1019D39	80022259	111.40
300074503	BRIDGE, TRACY M	P1305B06	80022267	111.40
300111234	BALLARD, LUCINDA	G0045-07	80022269	679.72
300229459	LINENBERGER, RUTH	W0318-10	80022277	364.86
300231803	SHAW, MANDY	I0005C08	80022279	184.94
300244114	JACK BEAR PROPERTIES LLC	H0012-18	80022285	229.92
300250175	SHAFFER, RALPH	T2055-06	80022291	111.40
300250175	SHAFFER, RALPH	T2055-07	80022293	111.40
300256542	PARROW, DAVID	H0041-04	80022295	111.40
300261755	CARROLL, BONNIE	F0016-08	80022297	111.40
400001048	MAST, GEORGE A	T2057-12	80022301	319.88
400003029	UNITED NEIGHBORS	G0043-29	80022303	111.40
800004747	THE LAMAR CORPORATION	J0043-06A	80022311	111.40
810000779	CUSTIS HOMES LLC	H0052-40	80022316	111.40
810001434	GREENE BRENDA N	F0031-29	80022321	229.92
810002594	MAYLONE WILLIAM	C0046-08	80022326	679.72
000012667	HALLMAN, HAZIE M	F0031-38	80022358	111.40
810000050	AGUSTIN HERNANDEZ-ZAVALA	G0020-14	80022365	139.96
300263372	CLAUSS, STEPHANIE M	G0037-34	80022371	319.88
300203114	RASCHER, MICHAEL	G0043-21	80022373	184.94

000151725	STEVERSON, MARVELL	G0043-28	80022375	319.88
300012864	IMMING, SCOTT	H0024-01	80022381	111.40
120139036	MEYER, RICHARD A	H0024-46	80022383	111.40
000056850	MCBRIDE & CONNORS PROPERTIES I	H0025-10	80022385	111.40
000052609	DAMON PETERSON	J0018-03	80022397	111.40
300168298	LE, HOA	K0006-40	80022409	111.40
300264227	LIDDELL II, KRAIG	K0012-02A	80022411	111.40
000079402	KIKEL, JON	K0016-08	80022413	111.40
000060514	JAMIE WILKERSON	K0031-12	80022419	111.40
120174455	CHAPIN, ALAN	L0002-40	80022423	409.84
000023990	MENGLER, MYLA	F0029-23	80022650	364.86
000026214	DAVIS, GLEN O	F0044-04	80022652	111.40
000034472	HOUSBY, ROBBIN M	O2109A16	80022654	111.40
000036693	MEIER, HELEN	J0037-24	80022656	111.40
000047983	CARLSON, BRYAN L	G0008-17	80022659	111.40
000048813	AUGUSTA BARBER	C0046-35	80022661	111.40
000049643	HINES, ROBERT E SR	H0055-50	80022663	111.40
000053276	JOHNSON, JEREMIAH	F0044-23	80022669	111.40
000054422	WALDRIP, SHILO	K0006-36	80022671	319.88
000054452	WARICK, KRIS	F0035-05	80022673	111.40
000055952	BAYVIEW LOAN SERVICING LLC	G0041-30	80022675	634.74
000057121	CHAD PATCH	M1511B08	80022678	111.40
000058170	ANNETTE DAWSON	H0064-44	80022683	111.40
000058200	MR HOMES LLC	C0046-28	80022685	111.40
000059177	NATHAN CHAPMAN	O1607D28	80022688	274.90
000059532	WHITE, NIKE	F0034-07	80022692	111.40
000066780	RESIDENTIAL EQUITY PARTNERS LL	P1316B12	80022694	111.40
000067847	BRENNON ROBACKER	G0019-05	80022699	111.40
000072137	NA, US BANK	A0061-38	80022703	111.40
000072892	SPEAK, SHANNON	F0022-36	80022705	111.40
000073652	DE LA PENA, SUSANA SAINZ	H0053-37	80022707	111.40
000073947	DEVELOPMENT LLC, CJ	E0032-12	80022709	111.40
000077924	PATRIZIA CUGGIONNI	G0037-30	80022722	111.40
000079401	MIDWEST CRAFT DISTRIBUTORS INC	F0037-21	80022728	364.86
000079746	LUND, MISTY	G0052-39C	80022730	319.88
000079756	FISHER, MICHAEL	F0044-30	80022732	111.40
000079761	BANK, US	F0004-38	80022734	111.40
000080410	LONG, NATHAN	G0034-29C	80022741	111.40
000151057	HICKMAN, ALBERTA	F0037-07	80022745	111.40
120102187	KOSTH, TERRI L	F0025-07	80022748	111.40
120111516	ORR, TYRONE	G0027-37	80022750	111.40

120223102	KURCHAT, CLAUDIO W	F0048-18	80022752	111.40
120225814	SMITH, MICHAEL J	J0037-27	80022754	111.40
120232398	SPRATT, ROGER L	H0055-12	80022756	111.40
120247594	PEACOCK, GREGORY A	F0032-31	80022758	409.84
300002172	POWERS, JULIE S	A0036-27	80022760	111.40
300010533	LINDSAY, RUSSELL S	J0025-02	80022762	111.40
300043765	LINDSAY, JOSEPH L	J0025-10	80022764	111.40
300059186	SIMATOVICH, GENE	U0953-15	80022766	111.40
300100969	DOWELL, BEVERLY	B0063-16	80022770	111.40
300118262	BROWN, W L	G0027-38	80022777	111.40
300167962	PIECZYNSKI, SAMANTHA	R0416-46	80022782	111.40
300172161	LATANYA MOSLEY	F0045-31	80022784	111.40
300200399	MARTIN, JEFF	O2111C08	80022788	1,309.44
300204868	FORD, RANDOLPH S	F0015-28	80022792	274.90
300224832	JANDRISOVITS, DAVID E	G0014-27	80022802	169.65
300227048	WEIGANDT, MIKE E	G0045-01	80022804	111.40
300232480	MURPHY, DANIEL	J0019-06	80022806	319.88
300246526	FOLEY, JANET L	H0023-25	80022813	111.40
300258624	ROSA, JORGE A	P1412-21	80022815	111.40
300258874	GRANADO, EMETERIO	F0029-18	80022817	111.40
300258879	GARRETT LIVING TRUST	C0051-37B	80022819	111.40
300261233	RYAN JOHNSON PROPERTIES	H0055-52A	80022825	111.40
300265218	KNEPEL, KATHRYN R	B0022-36	80022829	111.40
800005283	TOYS R US INC	P1308-07A	80022843	589.76
000076184	LAKEVIEW LOAN SERVICING	A0005C38	80022845	769.68
000024585	RALEY, DAN O	G0021-32	80022849	1,826.71
000078282	FLIPPING CAPTIAL LLC	G0047-19	80022851	1,129.52
300264452	LOCKREM, JEFF E	J0014-22	80022853	409.84

Number of Accounts to Levy	142	Total Balance Outstanding:	\$34,158.62
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City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Steve Ahrens 888-2235
Wards:

Action / Date
10/3/2018

Subject:
Resolution for concurrent approval of the Taste of Ethiopia Restaurant Lease Agreement. [Ward 3]

Recommendation:
Approve the resolution.

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
▣ Resolution Letter	Resolution
▣ Backup Material	Lease Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	10/9/2018 - 9:43 AM

Resolution No. 2018 - _____

Resolution offered by Alderman Tompkins

RESOLVED by the City Council of the City of Davenport.

RESOLUTION for 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. The tenant also is responsible for market-rate rent, utilities and taxes. The term is for five years.

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. 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.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that concurrent approval of the lease agreement for the Taste of Ethiopia Restaurant is hereby given.

Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

Frank Klipsch
Mayor

LEASE - BUSINESS AGREEMENT

THIS LEASE is made and entered into at Davenport, Iowa on this 25th 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

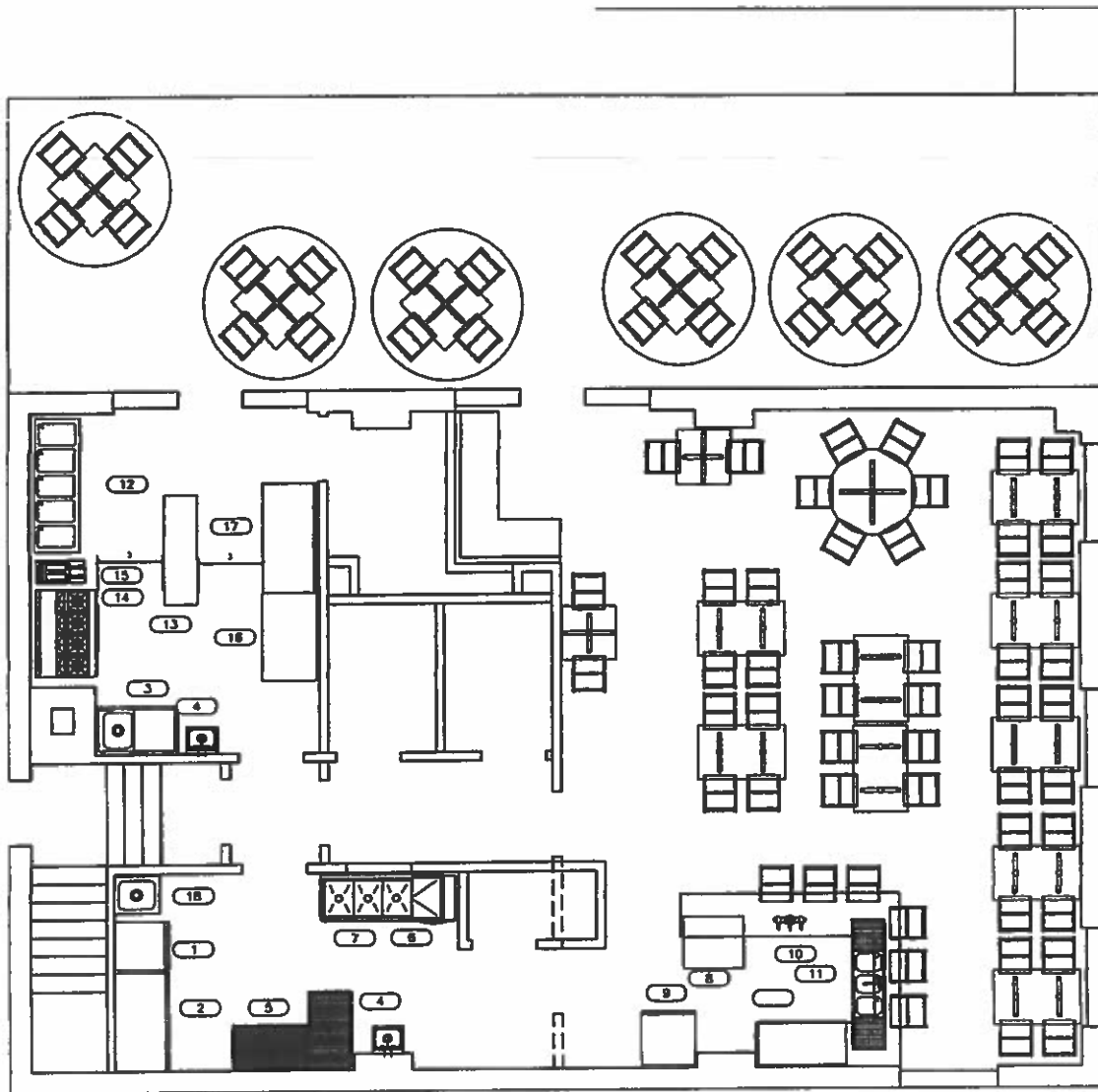
**RIVERFRONT IMPROVEMENT
COMMISSION**

George & Genet Moraetes, Owners

Pat Walton, Chair

Date: _____

Date: _____



Item	Qty	Description
1	1	Staircase
2	1	Black L-shaped object
3	1	Small square object
4	1	Small square object
5	1	Black L-shaped object
6	1	Small square object
7	1	Small square object
8	1	Small square object
9	1	Small square object
10	1	Small square object
11	1	Small square object
12	1	Small square object
13	1	Small square object
14	1	Small square object
15	1	Small square object
16	1	Small square object
17	1	Small square object
18	1	Small square object

7/23/18

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Jon Meeks 326-7922
Wards:

Action / Date
10/17/2018

Subject:

Resolution awarding the purchase of five police SUVs to Krieger Auto Group of Muscatine, IA at the price of \$164,273.40 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP #24011 [All Wards]

Recommendation:

Adopt the Resolution.

Background:

A Request for Bids was issued on August 17, 2018 and was sent to 106 vendors. On September 7, 2018 the Purchasing Division received and opened four responsive and responsible bids. Krieger Auto Group of Muscatine, IA was the low bidder and is recommended for the award.

The purchase is to replace hard-use Patrol vehicles nearing the end of their safe service life. The Traffic Enforcement vehicle will be replacing a 13-year old car and the Detective Bureau vehicles will be replacing two 14-year old cars and two 16-year old cars.

Funding for the purchase is from 54912510-530302 and CIP# 24011.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/8/2018 - 3:26 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/8/2018 - 3:26 PM
City Clerk	Admin, Default	Approved	10/8/2018 - 3:29 PM

Resolution No. _____

Resolution offered by Alderman Keri Tompkins

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the purchase of five police SUVs from Krieger Auto Group of Muscatine, IA at the price of \$ 164,273.40 and authorizing Mayor Frank Klipsch to sign and manage any related agreements.

WHEREAS, the City needs to purchase five police SUVs; and

WHEREAS, the applicable purchasing process was followed resulting in a recommendation to award to Krieger Auto Group;

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

1. the purchase of five police SUVs from Krieger Auto Group is hereby approved; and
2. Mayor Frank Klipsch is authorized to sign and manage any related agreements;

Attest:

Approved:

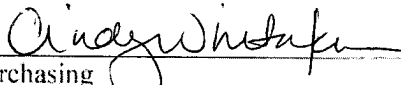
Jackie E. Holecek, CMC
Deputy City Clerk

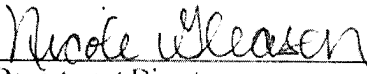
Frank Klipsch
Mayor

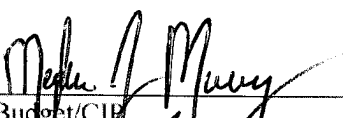
CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: FIVE PD SUVs
BID NUMBER: 19-19
OPENING DATE: SEPTEMBER 7, 2018
RECOMMENDATION: AWARD THE PURCHASE TO KRIEGER AUTO GROUP OF MUSCATINE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
KRIEGER AUTO GROUP	MUSCATINE, IA	\$164,273.40
VICTORY FORD	DYERSVILLE, IA	\$165,430.00
DAHL FORD OF DAVENPORT	DAVNEPORT, IA	\$165,948.40
REYNOLDS MOTOR COMPANY	EAST MOLINE, IL	\$203,998.40

Prepared By 
Purchasing

Approved By 
Department Director

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Jon Meeks 326-7922
Wards:

Action / Date
10/17/2018

Subject:

Resolution awarding the purchase of six truck bodies and accessories to Bonnell Industries, Inc. of Dixon, IL at the price of \$ 346,940.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP #24010 [All Wards]

Recommendation:

Pass the Resolution.

Background:

A Request for Bids was issued on August 8, 2018 and was sent to 98 vendors. On August 30, 2018 the Purchasing Division received and opened four bids, two responded only to the bodies and accessories. Bonnell Industries, Inc. was the low total bidder for the truck chassis and options with trades.

The bodies, snow plows, salt spreaders, and accessories will be installed on on the six new truck chassis.

Funding for this purchase is from CIP #24010, 54702031 530302, & 54702031 530303.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution Letter
▣ Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/11/2018 - 1:53 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/11/2018 - 1:53 PM
City Clerk	Thorndike, Tiffany	Approved	10/12/2018 - 3:07 PM

Resolution No. _____

Resolution offered by Alderman Keri Tompkins

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the purchase of six truck bodies and accessories from Bonnell Industries, Inc. of Dixon, IL at the price of \$ 346,940.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements.

WHEREAS, the City needs to purchase six truck bodies and accessories; and

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

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

1. the purchase of six truck bodies and accessories from Bonnell Industries, 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: TWO SINGLE AXLE AND FOUR TANDEM AXLE TRUCKS
BID NUMBER: 19-4
OPENING DATE: AUGUST 30, 2018
RECOMMENDATION: AWARD THE PURCHASE TO TRUCK COUNTRY OF IOWA, OF
DAVENPORT, IA AND BONNELL INDUSTRIES, INC. OF
DIXON, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
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TRUCK CHASSIS W/ TRADES

TRUCK COUNTRY OF IOWA	DAVENPORT, IA	\$411,540.00
THOMPSON TRUCK & TRAILER	DAVENPORT, IA	\$417,472.00

TRUCK BODIES AND ACCESSORIES

BONNELL INDUSTRIES, INC.	DIXON, IL	\$346,940.00
MONROE TRUCK EQUIPMENT, INC.	MONROE, WI	\$393,427.00

Prepared By Cindy Whitaker
Purchasing

Approved By Nicole Wilcoxon
Department Director

Approved By Linda Stollard
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Jon Meeks 326-7922
Wards:

Action / Date
10/17/2018

Subject:
Resolution awarding the purchase of six truck chassis with trades to Truck Country of Iowa of Davenport, IA at the price of \$411,540.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements. CIP# 24010 [All Wards]

Recommendation:
Pass the Resolution.

Background:
A Request for Bids was issued on August 8, 2018 and was sent to 98 vendors. On August 30, 2018 the Purchasing Division received and opened four bids, two responded only to the chassis request. Truck Country was the low total bidder for the truck chassis and options with trades.

Six trucks will be traded to Truck Country of Iowa: T328, T329, T352, T351, T358, and T359.

The dump trucks will be used by the street division and will be equipped for snow plowing.

Funding for this purchase is from CIP #24010, 54702031 530302, & 54702031 530303.

ATTACHMENTS:

Type	Description
▣ Backup Material	Bid Tab
▣ Resolution Letter	RES Six Truck Chassis

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/11/2018 - 1:55 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/11/2018 - 1:55 PM
City Clerk	Thorndike, Tiffany	Approved	10/12/2018 - 3:13 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: TWO SINGLE AXLE AND FOUR TANDEM AXLE TRUCKS
BID NUMBER: 19-4
OPENING DATE: AUGUST 30, 2018
RECOMMENDATION: AWARD THE PURCHASE TO TRUCK COUNTRY OF IOWA, OF
DAVENPORT, IA AND BONNELL INDUSTRIES, INC. OF
DIXON, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
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TRUCK CHASSIS W/ TRADES

TRUCK COUNTRY OF IOWA	DAVENPORT, IA	\$411,540.00
THOMPSON TRUCK & TRAILER	DAVENPORT, IA	\$417,472.00

TRUCK BODIES AND ACCESSORIES

BONNELL INDUSTRIES, INC.	DIXON, IL	\$346,940.00
MONROE TRUCK EQUIPMENT, INC.	MONROE, WI	\$393,427.00

Prepared By Cindy Whitaker
Purchasing

Approved By Nicole Wilcoxon
Department Director

Approved By Linda Stollard
Budget/CIP

Approved By Bu
Finance Director

Resolution No. _____

Resolution offered by Alderman Kerri Tompkins

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the purchase of six truck chassis with trades from Truck Country of Iowa of Davenport, IA at the price of \$411,540.00 and authorizing Mayor Frank Klipsch to sign and manage any related agreements.

WHEREAS, the City needs to purchase six truck chassis; and

WHEREAS, the applicable purchasing process was followed resulting in a recommendation to award to Truck Country of Iowa;

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

1. the purchase of six truck chassis from Truck Country of Iowa 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

Agenda Group:
Department: Legal
Contact Info: Tom Warner 326-7735
Wards:

Action / Date
10/17/2018

Subject:

Resolution setting a public hearing on the proposed conveyance of a vacant lot Parcel P1214-02 at the northwest corner of Tremont Avenue and East 46th Street, also known as Lot 2 in Public Works Facility 1st Addition (Metro Fibernet, LLC, Petitioner). [Ward 7]

Recommendation:

Pass the resolution and set the public hearing for November 7, 2018.

Background:

As part of Metronet's fiber optic deployment, it is petitioning to purchase the city-owned vacant lot at the northwest corner of Tremont Avenue and East 46th Street in order to locate some of its network equipment. The sale price is \$25,000 and the City will retain a right of first refusal to reacquire the parcel.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Metronet Res PH

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	10/12/2018 - 11:34 AM
Finance Committee	Watson-Arnould, Kathe	Approved	10/12/2018 - 11:51 AM
City Clerk	Thorndike, Tiffany	Approved	10/12/2018 - 3:07 PM

Resolution No. _____

Resolution offered by Alderman Tompkins

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing on the proposed conveyance of a vacant lot Parcel P1214-02 at the northwest corner of Tremont Avenue and East 46th Street, also known as Lot 2 in Public Works Facility 1st Addition (Metro Fibernet, LLC, Petitioner).

WHEREAS, the City of Davenport is the legal owner of the following described real estate:

Lot 2 in Public Works Facility 1st Addition to the City of Davenport, Scott County, Iowa
Also known as Parcel P1214-02;

WHEREAS, the City of Davenport wishes to convey the same to the petitioners subject to easements of record and unrecorded easements for city and non-city sewer, communication or utility purposes, if any;

WHEREAS, a public hearing is required by law;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing is set for Wednesday, November 7, 2018, at 5:30 PM or as soon thereafter as the matter is taken up in Davenport City Hall Council Chambers.

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Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

Frank Klipsch
Mayor

City of Davenport

Agenda Group:

Department: Finance

Contact Info: Kristi Keller 888-2077

Wards:

Action / Date

10/17/2018

Subject:

1. Terry L. Dreyer - Pool painting & repairs - Amount: \$31,287
2. Stew Hansen Dodge City - Dodge Charger for Police (State Bid List) - Amount: \$27,473
3. Axon Enterprises - Taser training cartridges - Amount: \$12,120
4. ETC Institute - Community survey - Amount: \$11,750

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/11/2018 - 12:03 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/11/2018 - 12:03 PM
City Clerk	Thorndike, Tiffany	Approved	10/11/2018 - 12:15 PM