

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, October 7, 2015; 5:30 PM

City Hall, 226 West Fourth Street

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for Case No. ROW15-06 being the proposed Right-of-Way vacation of 6160 square feet of unimproved Pleasant Street immediately east of Clark Street.[Ward 4]
2. Public Hearing for the Ordinance for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350+ sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730+ sq.ft.) located at 5601 Eastern Avenue. [8th Ward]
3. Public Hearing on the proposed extension of the Hilltop SSMID (Self Supporting Municipal Improvement District).

B. Public Works

1. Public Hearing on the plans, specifications, forms of contract and estimated cost of \$1,010,000 for the FY2016 14th & 15th District Cross Connection Project. This project takes place in the area of Garfield Street and Western Avenue to reduce surcharges and will go out for bid this year. It will be funded from CIP Project #00165 and funds that will be received in future fiscal years. [Ward 7]
2. Public Hearing for a resolution authorizing the Mayor to execute a 2 year easement agreement with MidAmerican Energy Company. MidAmerican has requested additional land south of their existing Eastern Ave station plus an additional 7,500 sq. ft. for its natural gas operations. They will pay the City of Davenport \$5,520 for the two year contract with an option for a 12 month extension of \$500 or they may purchase the land for \$27,600. In addition an ingress egress easement would be granted. [Ward 8]

VII. Presentations

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Jason Gordon, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case No. REZ15-12 being the petition of Diamond Builders/TW Development for the rezoning of approximately 14.88 acres, more or less, of real property located at 4823 Jersey Ridge Road, from “R-1” Low Density Dwelling District to “R-2 PUD” Low Density Dwelling District Planned Unit Development to facilitate residential development of attached and detached single family homes. [6th Ward]

THE PROTEST RATE IS 32.7%. (REQUIRES EIGHT VOTES FOR PASSAGE, THREE-FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)

2. Second Consideration: Ordinance for Case No. REZ15-13, being the petition of Eric Wessels on behalf of Garner Independent, LP for a “PDD” Planned Development District Land Use Plan Amendment on 6.91 acres (more or less) of property located at 1531 and 1545 West 53rd Street. The purpose of the Land Use Plan Amendment is to allow for additional residential units. [8th Ward]
3. First Consideration: Ordinance for Case No. ROW15-06 being the proposed Right-of-Way vacation of 6160 square feet of unimproved Pleasant Street immediately east of Clark Street.[Ward 4]
4. First Consideration: Ordinance for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350+ sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730+ sq.ft.) located at 5601 Eastern Avenue. [8th Ward]
5. First Consideration: Ordinance to amend the Hilltop Self-Supported Municipal Improvement District (SSMID) to extend the term.

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled “No Parking” by adding East 11th Street along the south side from Judson Street to Spring Street. [Ward 5]

2. First Consideration: Ordinance amending Schedule IV of Chapter 10.96 entitled “3-Way Stop Intersections” by removing the stop sign on 6th Street at Sylvan Avenue. [Ward 3]
3. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor events.
4. Motion approving noise variance requests, on the listed dates at the listed times.

Jimmie O's, 2735 Telegraph Rd, October Fest, October 24, 2015, Noon to Midnight, Over 50 dBa [Ward 1]

5. Motion approving beer and liquor license applications.

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

Ward 1

Jimmie O's Saloon (Oldham Enterprises LLC) - 2735 Telegraph Rd. - Outdoor Area
October 24, 2015 - License Type: C Liquor

Ward 6

The Grape Life (The Grape Life Wine Store & Lounge LLC) - 3402 Elmore Ave. -
License Type: C Liquor/B Wine

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

Ward 1

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

Kwik Shop #583 (Kwik Shop Inc.) - 3129 Rockingham Rd. - License Type: C Beer

Ward 3

Bowls Urban Eats (Bowls Urban Eats LC) - 102 E 3rd St. - License Type: C Liquor

Me & Billy (Collins Maus LLC) - 200 W 3rd St. - Outdoor Area - License Type: C
Liquor

The Putnam (Putnam Museum and Science Center) - 1717 W 12th St. - Outdoor Area
- License Type: C Liquor

Ward 4

Hy-Vee #5 (Hy-Vee Inc.) - 2351 W Locust St. - License Type: E Liquor

Kwik Shop #577 (Kwik Shop Inc.) - 1732 Marquette St. - License Type: C Beer

QC Mart (Bethany Enterprises Inc.) - 1556 W Locust St. - License Type: C Beer

Ward 5

Kwik Shop #593 (Kwik Shop Inc.) - 303 W Locust St. - License Type: C Beer/B Wine

Ward 6

Bandana's Bar-B-Q (Bandana's Missouri LLC) - 4706 Utica Ridge Rd. - Outdoor Area
- License Type: B Beer

Kwik Shop #578 (Kwik Shop Inc.) - 2242 E 12th St. - License Type: C Beer

Noodles & Company (IWI Ventures LLC) - 5345 Elmore Ave. - Outdoor Area -
License Type: C Liquor

R Bar (KJT Holdings LLC) - 4907 Utica Ridge Rd. - Outdoor Area - License Type: C
Liquor

Ward 7

Kwik Shop #586 (Kwik Shop Inc.) - 201 W 54rd St. - License Type: C Beer

Kwik Shop #587 (Kwik Shop Inc.) - 1670 W Kimberly Rd. - License Type: C Beer

Ward 8

Happy Joe's Pizza & Ice Cream Parlor - 201 W 50th St. - License Type: C Liquor

Harold's Jack & Jill (Slagle Foods Inc.) - 6723 NW Blvd. Unit 1 - License Type: C
Beer/ E Liquor/B Wine

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution to purchase parcel L0006-09, 318 Ripley Street, from Scott County in the amount of \$150,000. This space will replace fire personnel parking spaces that were removed during the reconstruction of Central Fire Station, CIP Project #02348. [Ward 3]
2. Resolution on the plans, specifications, forms of contract and estimated cost of \$1,010,000 for the FY2016 14th & 15th District Cross Connection Project. This project takes place in the area of Garfield Street and Western Avenue to reduce surcharges and will go out for bid this year. It will be funded from CIP Project #00165 and funds that will be received in future fiscal years. [Ward 7]
3. Resolution authorizing the Mayor to execute a 2 year easement agreement with MidAmerican Energy Company. MidAmerican has requested additional land south of their existing Eastern Ave station plus an additional 7,500 sq. ft. for its natural gas operations. They will pay the City of Davenport \$5,520 for the two year contract with an option for a 12 month extension of \$500 or they may purchase the land for \$27,600. In addition an ingress egress easement would be granted. [Ward 8]

4. Resolution accepting the Centennial Park Lighting Project in the amount of \$226,338 to Ardent Lighting Group, L.L.C. budgeted in CIP Project #10423. [Ward 3]
5. Resolution approving a contract amendment in the amount of \$720,000 for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding. [All Wards]
6. Motion approving Change Order #1 in the amount of \$75,069.83 to the construction contract with Brandt Construction Company for the Jersey Ridge Resurfacing Project – Elm to Kirkwood, CIP Project# 10550. This project is currently in the close out phase. [Wards 5 & 6]
7. Motion approving Change Order #2 in the amount of \$72,074 to the construction contract with Brandt Construction Company for the Jersey Ridge Resurfacing Project - Elm to Kirkwood, CIP Project #10550. This project is currently in the close out phase. [Wards 5 & 6]
8. Motion to award the contract for the brick street base reconstruction to Langman Construction of Rock Island, IL in the amount up to \$724,777. [Wards 1 & 3]
9. Motion approving Change Order #2 to Tricon Construction Group in the amount of \$32,900 for the Central Fire Station Addition and Renovation. This change order is for paving and perimeter fence work at 320 N. Ripley Street, CIP Project #02348. [Ward 3]
10. Motion approving Change Order #2 to McAdam Inc. in the amount of \$58,000 for the Central Fire Station Addition and Renovation. This change order approves construction services required for the installation of the new parking area for Central Fire Station, CIP Project #02348. [Ward 3]
11. Motion approving Change Order #2 to Miller Trucking and Excavating in the amount of \$44,540 for the Central Fire Station Addition and Renovation. This change order is for the removal of utilities and demolition of the existing building at 320 N. Ripley Street that will be used utilized for parking, CIP Project #02348. [Ward 3]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. FINANCE

1. Motion approving an economic development incentive payment of not-to-exceed \$3,965,000 related to the Elmore Avenue South Extension project (one phase of a two-phase project) from the northern terminus of Elmore Avenue to just north of Veterans Memorial Parkway. [Ward 6]
2. Motion accepting the 2015-2016 (Year two) AmeriCorps program grant from the Corporation for National and Community Services in the amount of \$418,918 to support 73 members and over 53,700 service hours to the Davenport community. [All Wards]
3. Motion approving the city administrator recruitment process as recommended by the

city administrator selection committee. [All Wards]

4. Motion approving the emergency repairs to the Fire Department's Truck #1 by the original equipment manufacturer, Sutphen Corporation of Dublin, OH in the amount of \$113,509.74 [All Wards]
5. Motion awarding the removal of snow/ice from City-owned parcels and nuisance properties for the 2015-2016 winter season to Advantage Weed & Feed LLC. of Bettendorf. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Tri-City Electric Co. - WPCP switchgear maintenance - Amount: \$38,586
2. Asti Transportation Systems - Portable message board trailer - Amount: \$38,567
3. Communications Engineering, Inc. - PW radio system annual maintenance - Amount: \$35,874
4. Trans Iowa Equipment, Inc. - Used snow blower for endloader - Amount: \$33,500
5. Ward Diesel Filter System, Inc. - Diesel exhaust removal (Fire) - Amount: \$26,217
6. Rehrig Pacific Co. - 95 gallon garbage carts - Amount: \$24,642
7. Crawford Company - Condenser coil replacement at RiverCenter - Amount: \$22,357
8. Davenport Electric Contract Co. - Traffic signals for Harrison and Brady Streets - Amount: \$15,216
9. Johnson Controls, Inc. - Emergency HVAC repairs at RiverCenter - Amount: \$14,842
10. Eldon C. Stutsman, Inc. - Used tanker trailer for Streets - Amount: \$14,000
11. Bonnell Industries, Inc. - Plow blades - Amount: \$11,926
12. Kirton McConkie - Broadband consulting services - Amount: \$10,000

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 4th

Action / Date
CD10/6/2015

Subject:

Public Hearing for Case No. ROW15-06 being the proposed Right-of-Way vacation of 6160 square feet of unimproved Pleasant Street immediately east of Clark Street.[Ward 4]

Recommendation:

The Plan and Zoning Commission recommends the proposed Right-of-Way vacation be approved without condition (Vote: 9-0 in favor)

Relationship to Goals:

Neighborhood Improvement

Background:

The west 68 feet of the right-of-way was platted as part of Harter's First Addition in 1960. The easterly 55 feet of the right-of-way was platted in 1964 as part of Ramirez First Addition. The intent was apparently to extend Pleasant Street further east as it existed further to the east. Also of note

was the Commission letter indicating that the street was required for the new lots to meet the minimum depth requirement of 100 feet. Elimination of the right-of-way would make the two lots along Clark Street on either side of the right-of-way of Pleasant non-conforming with respect to lot depth (in the east-west dimension. The vacation would also land-lock two lots of Ramirez First Addition though all three lots are owned by the same person and could be tied together through the Assessor's office.

It is not likely the right-of-way would be extended further east through the commercial area. The proposed vacation is supported by adjoining property owners.

ATTACHMENTS:

Type	Description
☐ Ordinance	Ordinance
☐ Backup Material	P&Z Staff Report plus Attachments
☐ Backup Material	Public Hearing Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:36 AM
Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:36 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 12:55 PM

ORDINANCE NO.

AN ORDINANCE for Case No. ROW15-06: Request of the City of Davenport for the vacation (abandonment) of 6,160 square feet of platted but undeveloped public right-of-way known as West Pleasant Street located just east of Clark Street between Locust and Laurel Streets. City of Davenport, petitioner. [4th Ward]

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 vacated (abandoned). The property has the following legal description:

Part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Beginning in the Northwest Corner of Lot 2 of Harter's First Addition to the City of Davenport, said corner being a point in the East Line of Clark Street as it currently exists; thence Easterly 123.44 feet, more or less along the North Line of Lot 2 of said Harter's First Addition and Lot 2 of Ramirez 1st Addition to the City of Davenport, to a point in the Northeast Corner of Lot 2 of said Ramirez 1st Addition; thence North 01 degree-15'-00" East a distance of 52.42 feet, more or less, along the East Line of said Ramirez 1st Addition to the southeast corner of Lot 1 of said Ramirez 1st Addition; thence Westerly 54.75 feet, more or less, along the South Line of said Lot 1 to a point in the Southwest Corner of said Lot 1; thence continuing Westerly 67.93 feet, more or less, along a curve concave Southerly with a radius of 392.14 feet to a point on the East Line of said Clark Street; thence South 01 degrees-15'-00" West along the East Line of Clark Street a distance of 50.02 feet, more or less, to the point of beginning.

Said property contains 6,160 square feet, more or less.

The City Plan and Zoning Commission forwarded Case ROW15-06 to the City Council with a recommendation for approval without conditions.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



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

PLAN AND ZONING COMMISSION

Meeting Date: September 15, 2015
Request: Right of Way Vacation
Location: West Pleasant Street east of Clarke Street
Case No.: ROW15-06
Applicant: City of Davenport

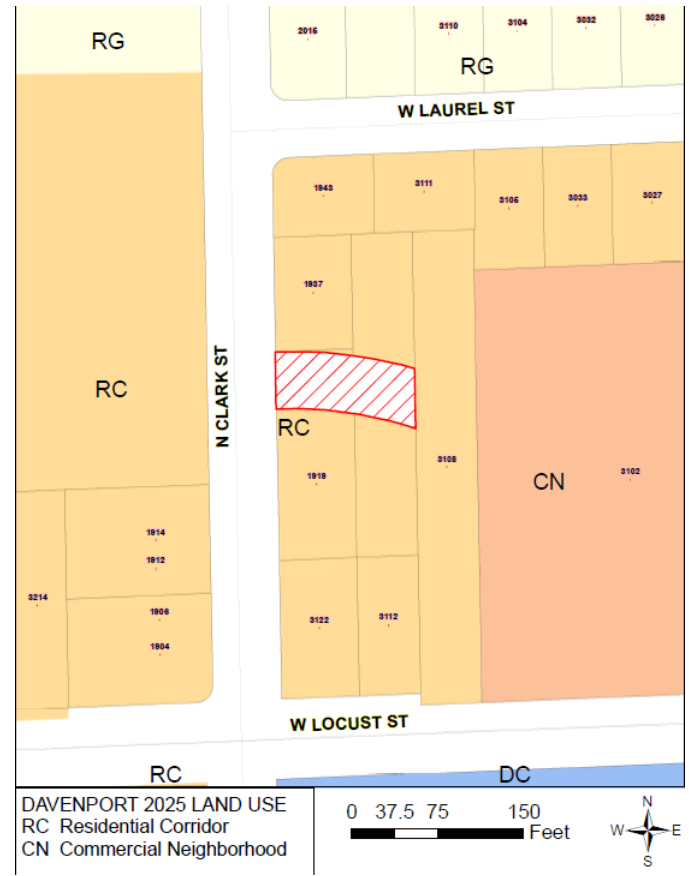
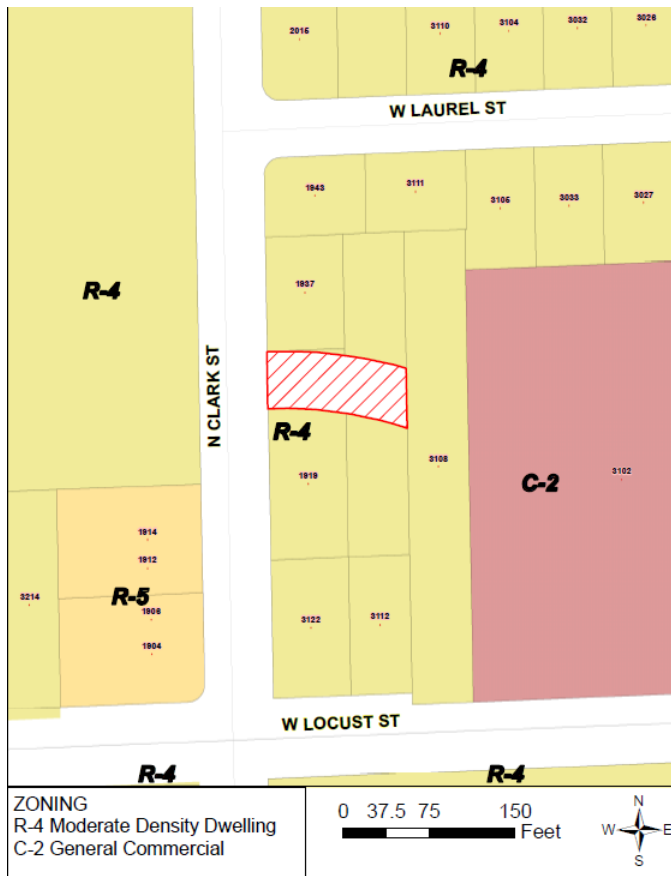
Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case ROW15-06 to the City Council with a recommendation for approval.

Introduction:

This is a request to vacate a platted but undeveloped portion of the West Pleasant Street located east of Clark Street between Locust and Laurel Streets.





Background:

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Right-of-Way

Zoning:

The surrounding properties are zoned "R-4" Moderate Density Dwelling District.

Technical Review:

Technical review comments will be provided at the September 15, 2015 Plan and Zoning Commission regular meeting.

Public Input:

The public hearing is scheduled for the September 01, 2015 meeting. Eighteen notices have been sent to property owners of property within 200 feet of the subject property. At least two property owners with frontage to the right-of-way have indicated support for the vacation.

Discussion:

The west 68 feet of the right-of-way was platted as part of Harter's First Addition in 1960. The easterly 55 feet of the right-of-way was platted in 1964 as part of Ramirez First Addition. The intent was apparently to extend Pleasant Street further east as it existed further to the east. Also of note was the Commission letter indicating that the street was required for the new lots to meet the minimum depth requirement of 100 feet. Elimination of the right-of-way would make the two lots along Clark Street on either side of the right-of-way of Pleasant non-conforming with respect to lot

depth (in the east-west dimension. The vacation would also land-lock two lots of Ramirez First Addition though all three lots are owned by the same person and could be tied together through the Assessor's office. These lots would lose any "lot of record" status since it no longer has frontage on a public right-of-way though future development could be allowed with a replat utilizing panhandle of flag lots.

It is not likely the right-of-way would be extended further east through the commercial area.

Technical review did not reveal any utilities currently within the subject property. However, it is recommended that a general utility easement be maintained in order to facilitate access to properties to the east be established.

Staff Recommendation:

Findings:

1. Pleasant Street is not needed in this location.
2. A general public utility easement will ensure any existing or future utilities in the vicinity will be protected.

Recommendation:

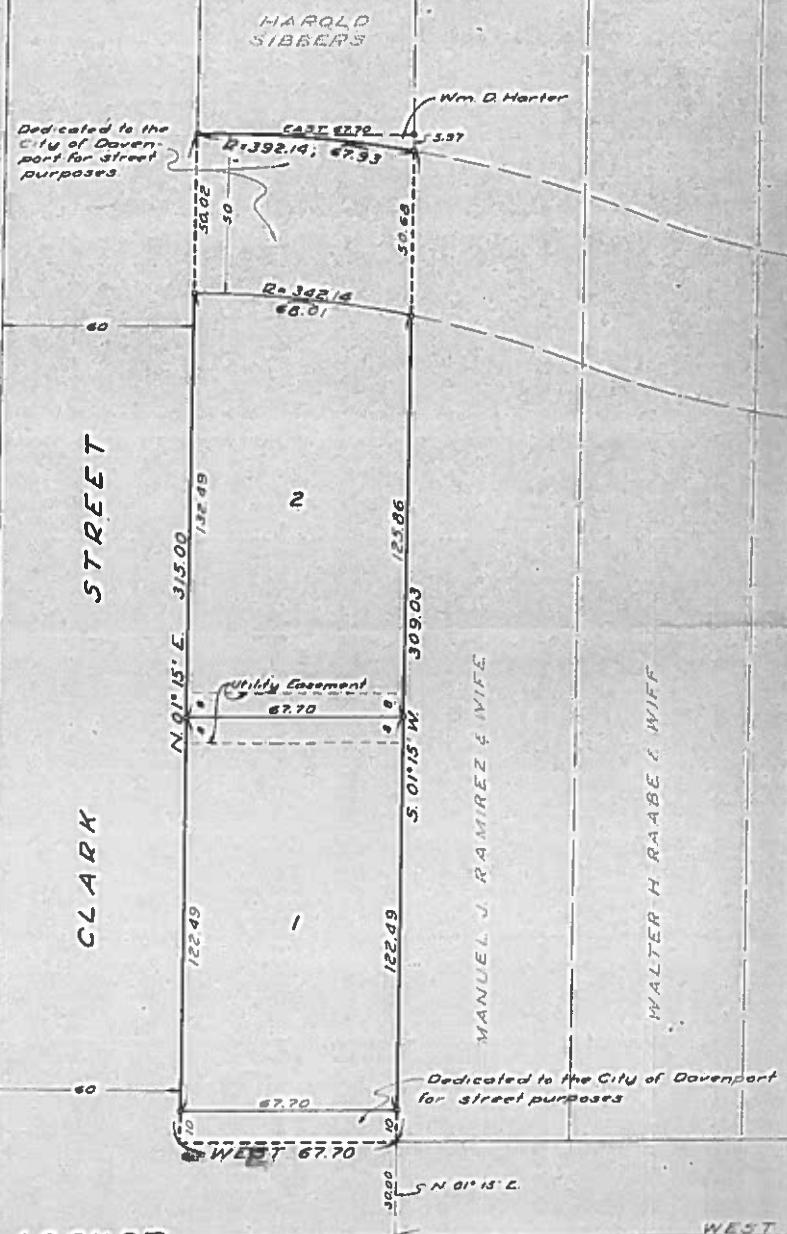
Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case ROW15-06 to the City Council with a recommendation for approval, with the following condition:

1. A general public utility easement be established and maintained on the property.

Prepared by:



Matthew G. Flynn, AICP
Senior Planning Manager
563-326-7743
mflynn@ci.davenport.ia.us



APPROVED
CITY PLAN & ZONING COMMISSION
By W. A. Harter Chairman
Date SEP 27 1960

FINAL PLAT
OF
HARTER'S FIRST ADDITION
BEING A PART OF THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 21
TOWNSHIP 28 NORTH, RANGE 3 EAST OF THE
5TH P.M. IN THE CITY OF DAVENPORT, IOWA
MADE FOR
WILLIAM D. HARTER

30 20 10 0 10
SCALE IN FEET

UTILITIES
NORTHWESTERN BELL TELEPHONE CO.
By L. A. Bennett, D.P.E.
Date 8-22-60

IOWA-ILLINOIS GAS & ELECTRIC CO.
By Leo D. Miller
Date 8-22-60

15 AUGUST, 1960

CITY OF DAVENPORT
By Philip H. Tunncliffe Mayor
Attest Allyn Finner Clerk
Date DEC 21 1960

LEGEND:
All measurements are in feet & decimals thereof.
Iron monuments set at points marked.

Philip H. Tunncliffe
PHILIP H. TUNNICLIFF
TUNNICLIFF SURVEYORS & ENGINEERS
710 PUTNAM BLDG., DAVENPORT, IOWA
JOB #1928, C. PT 24, P. 40

March 9, 1960

Honorable Mayor and City Council
City Hall
Davenport, Iowa

Gentlemen:

At their regular meeting of March 8, 1960 the City Plan and Zoning Commission reviewed a letter from Mr. William D. Harter requesting that the City accept a 42 foot street through his property.

Mr. Harter infers that the Plan Commission is unreasonable in their request for a 50 foot street and for the dedication of 10 feet for widening Locust Street. These requirements are not felt to be unreasonable since all developers in this area or in any other area are required to do the same thing.

The Commission submits an adverse report on this request for the following reasons:

1. 42 feet is not adequate width to provide pavement and sidewalks within the right-of-way. Driveways could not be permitted into the property since there is not enough distance from the sidewalk to the curb to permit a proper grade.
2. Mr. Harter does not have enough land to plat an additional 2 lots over and above the one he has already sold for \$3000.00 and the one on which his house is located. All new lots would be under the minimum area requirements.

Honorable Mayor and City Council
March 9, 1960
Page 2

3. If this is allowed the lot just north of his house would be in violation of Section IV, subsection E, paragraph 2 of the Subdivision Ordinance which requires a minimum depth of 100 feet.
4. In view of number 3 above, the street required by the Plan Commission is necessary in order for Mr. Harter to subdivide his land.
5. While it is true that the subdivider has been assessed for paving and sewer, he was also paid a considerable sum in damages for the acquisition of Clark Street.

The attached plat indicates how the subdivider could subdivide his property which would provide an adequate right-of-way and lots which conform in size and shape to other lots in the general area.

Respectfully submitted,

CITY PLAN AND ZONING COMMISSION

By: _____
W. A. Priestor
Chairman

WAP:ce

CC: Mr. R. x Matthews, Director of Public Works

City Plan

CLARK STREET

LAUREL ST.

FINAL PLAT OF
RAMIREZ 1ST ADDITION
TO THE CITY OF DAVENPORT, IA
PART OF THE S.W. 1/4, SEC. 21
T-78N, R-3E, 5TH P.M.

SPIESS 1ST ADD

SUBDIVIDED BY
MANUEL J. RAMIREZ & WF.

APPROVED BY
CITY PLAN & ZONING COMMISSION

BY: *[Signature]* CHAIRMAN

DATE: APR 15 1964

CITY OF DAVENPORT, IOWA

BY: *[Signature]* MAYOR

ATTEST: *[Signature]* CITY CLERK

DATE: APR 7 1965

NORTHWESTERN BELL TELE. CO.

BY: *[Signature]*

DATE: 4-10-64

IOWA-ILLINOIS GAS & ELEC. CO.

BY: *[Signature]*

DATE: 4-10-64

NOTE: Blanket overhang easement granted
for street lights & service wires.



SCALE 1" = 100'

PLAT & SURVEY BY
MAJOR ENGINEERING CO.
[Signature]
IOWA L.S. NO. 3244
DATE: Mch. 23, 1964

S.E. - Cor., S.W. 1/4
Sec. 21-78-3

**NOTICE
PUBLIC HEARING
TUESDAY – SEPTEMBER 1, 2015 - 5:00 P.M.
DAVENPORT CITY PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA**

There is on file in the office of Community Planning, on behalf of the City Plan and Zoning Commission, the following petition:

Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation of a portion of unimproved West Pleasant Street, located south of Laurel Street, north of West Locust Street and East of Clark Street.

Public hearings on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, September 1, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to 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).

If you have any questions, please feel free to contact us.

Department of Community Planning & Economic Development

Phone: (563) 326-7765 FAX: (563) 328-6714

E-MAIL: planning@ci.davenport.ia.us

PO # 1602445

**Plan & Zoning Commission: Adjacent Property Owner Notice Area
Request for a Right-of-Way Vacation (Abandonment)**



ROW15-06 - Pleasant St east of N Clark St - Adjacent Owner Notice List

Parcel#	Property Address	Owner Name	Owner Street	Owner CityStateZip
Petitioner:		City of Davenport		
Ward/Ald:	4th Ward	Alderman Ambrose		Notices Sent: 18
Ward/Ald:	1st Ward	Alderman Dunn		Notices Sent: 18
O2115A11	2002 N CLARK ST	DAVENPORT COMMUNITY SCHOOLS	1002 W KIMBERLY RD	DAVENPORT IA 52806
O2115C13	3027 W LAUREL ST	BRENDA J SCHAEFFER HANSEN	2642 N STARK ST	DAVENPORT IA 52804
O2115C14	3033 W LAUREL ST	DAVID L CAMPBELL	3033 W LAUREL	DAVENPORT IA 52806
O2115C15	3105 W LAUREL ST	LISA M WHITE	3105 W LAUREL ST	DAVENPORT IA 52804
O2115C16	3111 W LAUREL ST	ROBERT LANTZ	PO BOX 2241	DAVENPORT IA 52809
O2115C17	1943 N CLARK ST	SCOTT LARSON	1943 N CLARK ST	DAVENPORT IA 52804
O2115C18	1937 N CLARK ST	TODD A NEECE	1937 N CLARK ST	DAVENPORT IA 52804
O2115C19	1919 N CLARK ST	DERICK D SEBRING	1919 N CLARK ST	DAVENPORT IA 52804
O2115C20	3122 W LOCUST ST	GAIL L BRAET	3122 W LOCUST ST	DAVENPORT IA 52804
O2115C21A	3112 W LOCUST ST	SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115C22	3108 W LOCUST ST	STEVEN K WAGSCHAL	3108 W LOCUST ST	DAVENPORT IA 52804
O2115C23A	3102 W LOCUST ST	MCDONALD'S CORP	3121 52ND AVE CT	BETTENDORF IA 52722
O2115C25		GEORGE A KANZAKI	6790 RIDGES CT	BETTENDORF IA 52722
O2115C26		SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115C27		SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115D01A	1912 N CLARK ST	SWANSON NICHOLAS P	1914 N CLARK ST	DAVENPORT IA 52804
O2115D03A	1904 N CLARK ST	LISA SWANSON	5420 W 11TH ST	DAVENPORT IA 52804
O2115D16	3214 W LOCUST ST	LISA SWANSON	5420 W 11TH ST	DAVENPORT IA 52804

April 15, 1964

Honorable Mayor and City Council
City Hall
Davenport, Iowa

Gentlemen:

At their regular meeting of April 14, 1964 the City Plan and Zoning Commission considered the final plat of Ramirez First Addition located on West Pleasant Street East of Clark Street.

The Commission recommends that the Subdivision be approved subject to the following conditions:

1. That all street improvements including plans, grades, and pavement shall be in accordance with City standard requirements and shall have approval of the Department of Public Works.
2. That all storm and sanitary sewers required by the City shall be installed by the Subdivider and the plans and profiles for the same shall be submitted to the Department of Public Works.
3. That deed restrictions shall require the installation of all public sidewalks and the cost thereof paid by the then owner, when so ordered by the Department of Public Works.
4. That ten feet be dedicated along the North side of Locust Street for future widening.

Respectfully submitted,

CITY PLAN AND ZONING COMMISSION

H. W. Bischman
Chairman

HWB:lw

PUBLIC HEARING NOTICE
DAVENPORT CITY COUNCIL - COMMITTEE OF THE WHOLE
WEDNESDAY, OCTOBER 7, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation (abandonment) of the unimproved Pleasant Street located south of West Laurel Street, east of Clark Street and north of West Locust Street.

The City of Davenport Committee of the Whole will conduct a public hearing concerning this matter at **5:30 p.m., Wednesday October 7, 2015** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

The City Council will consider this matter at its regular meeting on October 14, 2015. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

It is your privilege to submit written comments on this petition or to attend the public hearing to express your views, or both. Any written comments to be reported at the Commission's public hearing should be received in the office of Community Planning, City Hall, not later than 12:00 noon, on the day of the public hearing, though protests may be received up through the City Council's public hearing.

Office of Community Planning
Department of Community Planning & Economic Development
Phone: (563) 326-7765 Email: Planning@ci.davenport.ia.us

(detach here)

The undersigned – **opposes / does not oppose** Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation (abandonment) of the unimproved Pleasant Street located south of West Laurel Street, east of Clark Street and north of West Locust Street.

Comments: _____

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

City of Davenport

Agenda Group: Committee of the Whole
Department: Community planning & Economic Development
Contact Info: Matt Flynn326-7743
Wards: 8th

Action / Date
10/7/2015

Subject:

Public Hearing for the Ordinance for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350+ sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730+ sq.ft.) located at 5601 Eastern Avenue. [8th Ward]

Recommendation:

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

Recommendation The City Plan and Zoning Commission forwards Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown.

The Commission vote was 9-yes and 0-no with 0-abstention.

Relationship to Goals:

Neighborhood Improvement

Background:

The developer is proposing the vacation (abandonment) and subsequent relocation of these easements to accommodate relocation of the buildings with the development. The number of buildings and units remain the same the configuration and location of the buildings is changing.

With respect to Condition No. 2 the developer has submitted revised plan showing the drainage flows and storm sewer infrastructure for the development.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Cover Memo	ROW 15-07 PH Notice Only
▣ Backup Material	ROW 15-07 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:33 AM

Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:33 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 11:34 AM

TO BE PUBLISHED IN THE OCTOBER 30, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO NO. 1604177 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

Case No. ROW15-07: Request of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a 20-foot wide (2,350± sq.ft.) sanitary sewer easement and a 15-foot wide (1,730± sq.ft.) excess stormwater passage way located at 5601 Eastern Avenue.

The property has the following legal description:

Part of the Northwest Quarter of Section 7, Township 78 North, Range 04 East of the 5th P.M. being more particularly described as follows:

Sanitary Sewer Easement

Commencing at a point in the Southeast Corner of the Park Place Apartments Second Addition to the City of Davenport; thence North 00 degrees-03'-48" West along the East Line of Park Place Apartments Second Addition a distance of 5.43 feet; thence North 84 degrees-59'-06" West a distance of 237.64 feet; thence North 12 degrees-39'-13" West a distance of 208.00 feet; thence North 81 degrees-57'-46 " West a distance of 125.00 feet; thence North 06 degrees-25'-55" East a distance of 10.00 feet to the point of beginning of the tract being an easement 20.00 feet wide the centerline being described as follows: continuing North 06 degrees-25'-55" East a distance of 117.50 feet. Said easement contains 2,350 square feet, more or less.

Excess Stormwater Passage Easement

A tract of land being 15 feet wide the centerline being described as follow: beginning at a point in the Northeast Corner of Lot 8 and the Northwest Corner of Lot 9 of Park Place Apartments Second Addition to the City of Davenport; thence South 38 degrees-03'-42" East for a distance of 115.31 feet to a point in the Southeast Corner of Lot 8 and the Southwest Corner of Lot 9 of Said Park Place Apartments Second Addition. Said easement contains 1,730 square feet, more or less.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, October 07, 2015, 2014 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances. PO NO.

The City Plan and Zoning Commission forwards Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, October 07, 2015, at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances. PO NO. 1604177.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: planning@ci.davenport.ia.us



September 16, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 15, 2015, the City Plan and Zoning Commission considered Case No. ROW15-07 being the request of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a 20-foot wide (2,350± sq. ft.) sanitary sewer easement and a 15-foot wide (1,730± sq. ft.) excess stormwater passage way located at 5601 Eastern Avenue.

The original zoning limited the development to eight unit buildings of two & one-half stories. The development plan approval did not limit the type of buildings to a specific style or look (building elevation), or to specific locations. While that is the case, the moving of at least one easement (sanitary sewer) does allow the layout of buildings to change and therefore a tie can be made to certain conditions of the development and site plan review, specifically along the north boundary of the property.

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

The City Plan and Zoning Commission forwards Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown;

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ROW15-06 Pleasant St	ROW15-07 Park Place Apt Easements	F15-16 Russell- CrowValley Off Pk 6th					
Connell	P	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	Y	AB					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P	Y	Y	Y					
Martinez	P	Y	Y	Y					
Tallman	EX								
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	8-YES 0-NO 1-ABSTAIN					



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

PLAN AND ZONING COMMISSION

Meeting Date: September 15, 2015
Request: Vacate Sanitary Sewer and Stormwater Easements
Location: 5601 Eastern Avenue
Case No.: ROW15-07
Applicant: Park Place Five LLC

Recommendation:

Staff recommends the Commission forward Case No. ROW15-07 to the City Council for approval subject to the listed conditions.

Introduction:

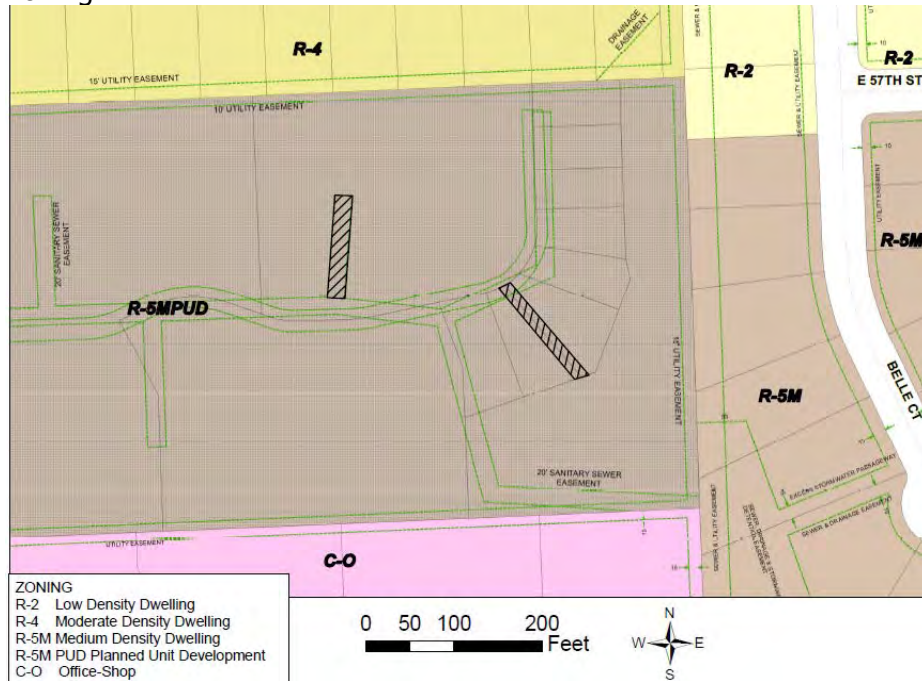
The petitioner is seeking vacation of the sanitary sewer easement to allow changes in building placement. The stormwater easement would accommodate better placement of buildings in the future.



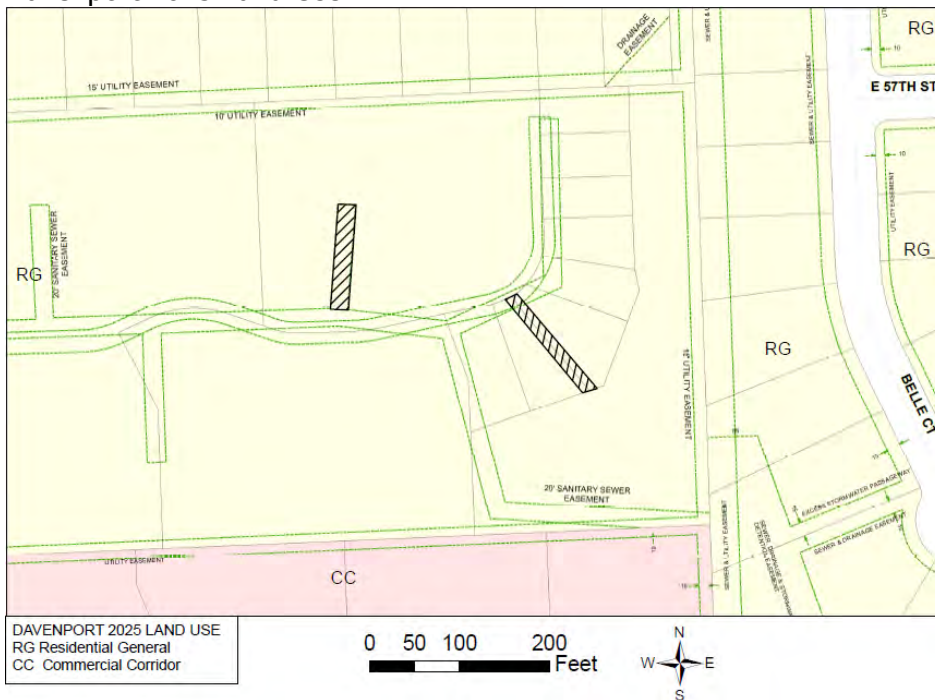
Background:

Park Place Five LLC is proposing the vacation (ultimate relocation) of the sanitary sewer easement to accommodate shifting of building locations within the multiple-family development area. There is no change in the number of units being proposed nor in the number of multi-family buildings.

Zoning



Davenport 2025 Land Use



Technical Review:

Technical review comments will be provided at the September 15, 2015 Plan and Zoning Commission regular meeting. No additional comments have been received, the two easements are for City utilities sanitary and stormwater. The easements were established as part of the original platting for Park Place Apartments and made part of the Second Addition as well. These easements will be relocated with the locations being reviewed by the Public Works Department; they do not need to be part of a plat.

Public Input & Analysis:

Notices were sent to the 12 owners of property within 200 feet of the subject easements. Comments were received from two adjacent owners. Neither comment was specifically related to the vacation (abandonment) of these easements, the process just affords a venue for comment on a development or raise other concerns. The first was from a new owner to the area (August 2015 purchase) commenting on stormwater problems in the area. Of note is that a portion of this owner's lot contains a drainage/stormwater easement. The second was commenting on specifics of the overall development which are primarily associated with the administrative site plan review such as changing grades affecting stormwater flows, vehicle lights, and overall screening. Both these comments are attached.

During staff's presentation at the public hearing the location of several detention basins and drainage easements as well as the overall drainage pattern was described. The staff review of the site plan is also attached and covers several of the concerns of the second commenter.

Discussion:

The original zoning limited the development to eight unit buildings of two & one-half stories. The development plan approval did not limit the type of buildings to a specific style or look (building elevation), or to specific locations. While that is the case, the moving of at least one easement (sanitary sewer) does allow the layout of buildings to change and therefore a tie can be made to certain conditions of the development and site plan review, specifically along the north boundary of the property.

Staff Recommendation:

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

Recommendation: Staff recommends the Commission forward Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown;

Prepared by:

Wayne Wille, CFM

Planner II

Community Planning Division

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – SEPTEMBER 01, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-07: Request of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a 20-foot wide (2,350± sqft) sanitary sewer easement and a 15-foot wide (1,730± sqft) excess stormwater passage way located at 5601 Eastern Avenue.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday September 01, 2014** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday September 15, 2015. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

It is your privilege to submit written comments on this petition or to attend the public hearing to express your views, or both. All protests within the 200-foot notice area or the area being considered must be made in writing to be valid. Any written comments to be reported at the Commission's public hearing should be received in the office of Community Planning, City Hall, not later than 12:00 noon, on the day of the public hearing, though protests may be received up through the City Council's public hearing.

Office of Community Planning
Department of Community Planning & Economic Development
Phone: (563) 326-7765 Email: Planning@ci.davenport.ia.us

(detach here)

The undersigned opposes **does not oppose** (circle one) the Park Place Five LLC (ROW15-07)

Comments: PARK PLACE FIVE LLC SHOULD HAVE MORE "ON SITE" DETENTION ON

THEIR PROPERTY. THERE WILL BE A LOT MORE RUN OFF WATER FROM

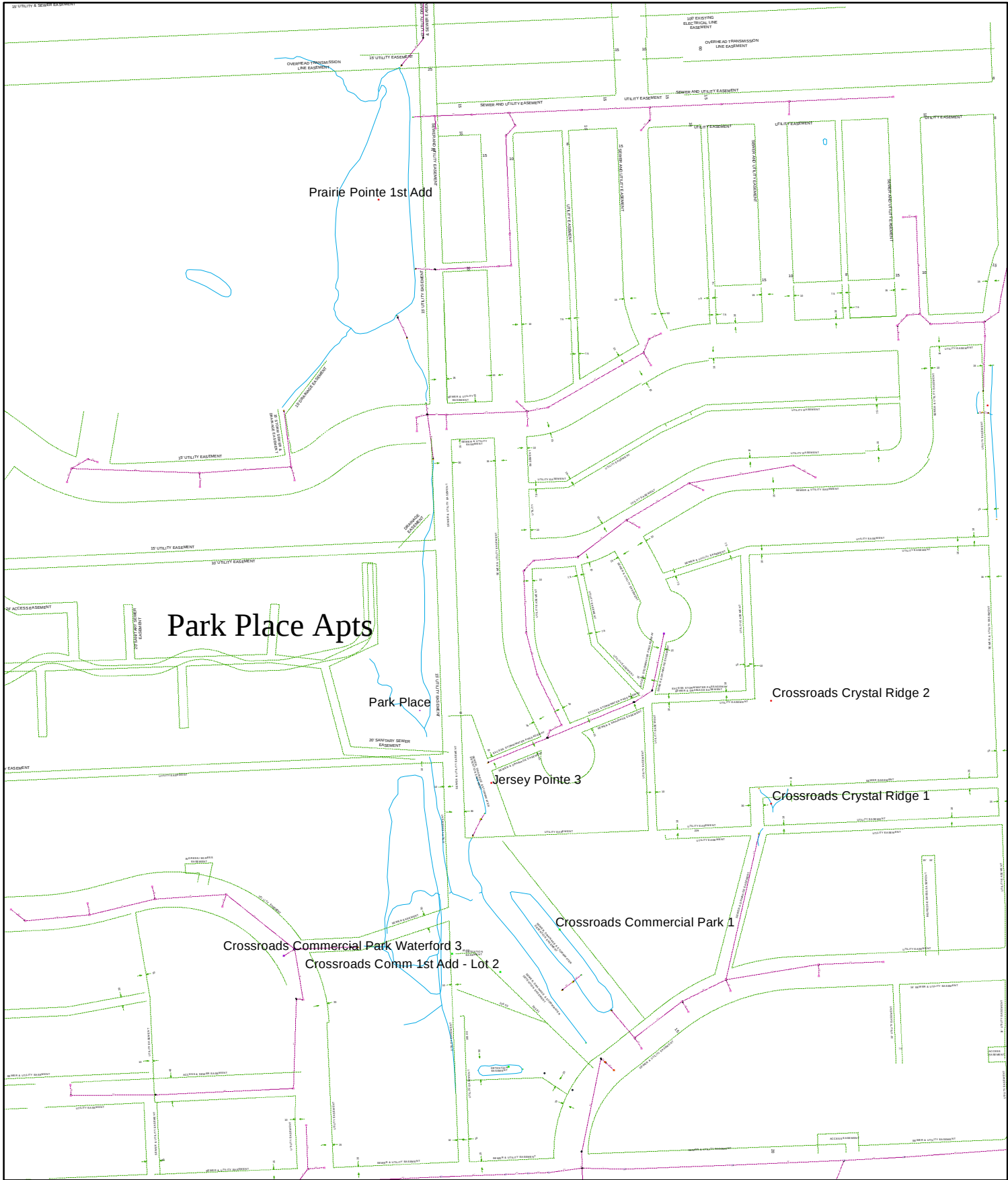
THESE NEW BUILDINGS & FINISHED CONCRETE. A UNDERGROUND DETENSION
SYSTEM SHOULD BE CONSIDERED. NORTH OF LOCATION THERE ARE STORM WATER
ISSUES, WE DO NOT NEED MORE PROBLEMS

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801

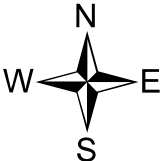
NAME FRANK CORYN
ADDRESS 5648 BELLE CT. DAV, IA 52807
DATE 8-31-15

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



0 150 300 600
Feet



From: [Wille, Wayne](#)
To: theking411@aol.com; [Tompkins, Kerri](#)
Cc: [Berger, Bruce](#); [Flynn, Matt](#); [Spiegel, Corri](#)
Subject: FW: Tonight's public hearing of the Davenport Plan and Zoning Commission
Date: Friday, September 04, 2015 12:02:00 PM

Mr. & Mrs. King: You have inquired of Ald. Tompkins several questions related to the Park Place Apartments development and I have been asked to respond.

First, this is one forum in which to raise questions and concern regarding a project, to the specific office or offices with authority to review of the project. Also, since the current request was before the Plan and Zoning Commission as a public hearing and will be before the City Council as a public hearing, either of those forums are also available to comment at as well.

Second, with respect to this development no additional re-zoning being necessary. The approved zoning concept and final development plan conditioned the approvals on the number of units and buildings, and the number of stories. No of these are changing so no addition Commission or Council review is required. If the zoning or development plan was conditioned upon a specific site plan or building type then this would have needed to have been brought back to the Commission and Council for review. Again that is not the case with the previous reviews.

Third, with respect to stormwater movement on the property, again it would be best to direct your questions to Brian Stineman or Billy Fisher of the City's Natural Resources office. Brian may be contacted at 563-888-2173 or bstineman@ci.davenport.ia.us and Billy at 563-888-2107 or bfisher@ci.davenport.ia.us.

Fourth the zoning ordinance chapter regarding site plans does cover most of the other concerns though maybe not to a neighboring owner's satisfaction.

- Dumpsters are required to be fenced with gate for reduce and trash blowing fee from the area. These may be located within the buildable areas of the lot with may be as close as five feet from a property line. The developer has shown a concrete knee-wall with board on board fence on top.
- There are some concerns with respect to the north parking lot placement and retaining wall as these are within a utility easement. A parking lot can be as closes as five feet to a property line but does need solid screening within that five foot setback. As part of our offices review we are requesting the utility company sign-offs allowing the placement of the retaining wall within the easement. Parking lots can be placed within an easement.
- No site lighting plan has been submitted, City Code requires no more than one foot-candle at the property line. Staff is also asking the developer for information regarding site and building security lighting. If your question is related to existing lighting in the Prairie Pointe area, such as street lighting, that question needs to be directed to our Traffic Engineering office Gary Statz 563-326-7754 or gjs@ci.davenport.ia.us.
- In addition, while the specific type of screening is not yet determined though staff will likely be requiring either a fence or additional landscaping along the north property in the area of this new construction.

Wayne Wille, CFM
Planner II
Community Planning Division
226 W 4th Street

Davenport IA 52801
563-326-6172
wtw@ci.davenport.ia.us

From: Wille, Wayne
Sent: Tuesday, September 01, 2015 4:01 PM
To: 'theking411@aol.com'
Cc: Flynn, Matt
Subject: RE: Tonight's public hearing of the Davenport Plan and Zoning Commission

Mr. & Mrs. King: We will try to have more specifics and answers as part of the staff's recommendation at the next Commission meeting scheduled for the 15th. As of now, staff will be placing conditions regarding screening of the parking area as part of the easement vacation since the building layout is driving the vacation request. Staff has other issues with this parking and retaining wall as well but those are subject to the administrative review of the site plan and not the specific vacation. It appears the stormwater for the parking would flow to the drive aisle and then to the storm sewer in the development private drive. This would be away from the common property line between you and the apartment complex. At this time I cannot be more definitive.

If you have any questions, please contact me.

Wayne Wille, CFM
Planner II
Community Planning Division
226 W 4th Street
Davenport IA 52801
563-326-6172
wtw@ci.davenport.ia.us

From: theking411@aol.com [mailto:theking411@aol.com]
Sent: Tuesday, September 01, 2015 11:37 AM
To: Wille, Wayne
Subject: Tonight's public hearing of the Davenport Plan and Zoning Commission

Dear Wayne,

Thank you for taking the time to answer some of the questions that we had yesterday concerning the new addition at the Park Place Apartments on Eastern Avenue. We do plan to attend the meeting tonight and wanted to submit some of our questions/concerns in writing.

One main concern is the water run-off plan for the new area. We would like an explanation of how that will look and, specifically, how the build up of soil and the retaining wall will impact the neighboring property with water run-off. We know how the water runs at this point in time, but are unsure how the retaining wall/build up of soil will impact that flow. Also we would like answers to the following: How much will the area be built up (what is the elevation change?) How high will the retaining wall be and how high above the parking grade will it extend?

Another concern we have is the placement of the extra parking spots on the north side. We are not sure if this hearing is the appropriate venue to discuss this. If not, could you tell us when and where that might be addressed.

If you could reply so we know you have received this email, we would appreciate it. We realize there is a deadline of noon to have these submitted and want to make sure we have met this deadline. Thank you very much for your help. See you tonight.

Francie and Ted King
2011 East 58th Street

563-940-3519 (Francie's cell if you have any questions)

September 8, 2015

**Zoning Site Plan Review
September 02, 2015
Park Place Apartments**

While there have been conflicting submittals and information which has raised concerns regarding the initial considerations regarding this phase of the development, the review is based on the plans dated 07/13/15 and 07/25/15.

Concerns which require correction (Please reference Chapter 17.56 of the Davenport Municipal Code):

- Retaining wall - A retaining wall is shown as located within a utility easement. This needs approval letters from each of the utility companies for construction of a permanent structure in their dedicated easement.
- Parking lot - The parking lot for which the above referenced retaining wall is for, is located less than ten feet from the property line. This requires a minimum of a 42 inch solid shrubbery hedge, fence or wall as a screening buffer. A portion of the parking lot is actually less than five feet from the property which is not allowed by ordinance.
- No access from overflow parking is shown to the buildings except within the drive aisles.
- Grades - The grades are not clear as to their elevations or as to what are the existing or proposed grades. This makes it difficult to determine storm water flows and the impact on the abutting properties to the north.
- Stormwater – Stormwater flows are not indicated on the plans. A concern is the elevation of the parking lot with respect to stormwater flows along the north property line.
- Landscaping – No landscaping plan has been submitted. See below for ordinance requirements. Additional screening will need to be located along the north property line to screen lights from traffic within the parking area as well as the access drive.
- Dumpster pads – While three side are shown as enclosed, the dumpster pads require gates as well.
- No exterior lighting is shown; either building mounted or parking or driveway.

Landscape review:

West – no buffer required – like impervious surface ratio
South – no buffer required – like impervious surface ratio
East – “G” buffer required
North – “G” buffer required



Required Planting:	Canopy Trees	Understory Trees	Evergreen/ Conifers	Shrubs
East Buffer -----	12	17	35	70
North Buffer -----	8	11	23	46
Parking Lot ----- (1 canopy tree/5-spaces)	9	---	---	---
Building Perimeter --- (based on # of D.U.)	13	13	---	64

Additional screening will be required along the northerly parking area and access road at a minimum.

Existing plantings within the buffer yard areas may count toward the above totals. Note: The East Buffer area contains some existing plantings.

Please submit the above information so that the administrative site plan review may be completed.

Respectfully,

Wayne Wille

Wayne Wille, CFM
Planner II
Community Planning Division

City of Davenport

Agenda Group: Community Development
Department: CPED
Contact Info: Bruce Berger 326-7769
Wards: 3, 4, 5

Action / Date
CD10/7/2015

Subject:
Public Hearing on the proposed extension of the Hilltop SSMID (Self Supporting Municipal Improvement District).

Recommendation:
Hold the Public Hearing.

Relationship to Goals:
Added emphasis on economic development.

Background:
Iowa Code allows Cities to establish SSMIDs (Self Supporting Municipal Improvement Districts) to improve and maintain the District. The source of funding for these districts is a supplemental property tax on properties within the district that can be used for both operating and capital expenses.

The Hilltop SSMID was established in 1996 for a 20 year period. Funds have been used for infrastructure, grants to owners making façade improvements, marketing, and maintenance of improvements in the Hilltop.

The 20 year term will expire next year and the leadership of the Hilltop SSMID Board of Directors would like to extend the SSMID term for another 20 years. The Hilltop Board of Directors held their annual meeting in March 2015 to discuss this extension and have been collecting the required number of signatures in support of the Hilltop SSMID. A map of the proposed Hilltop SSMID and plan are attached.

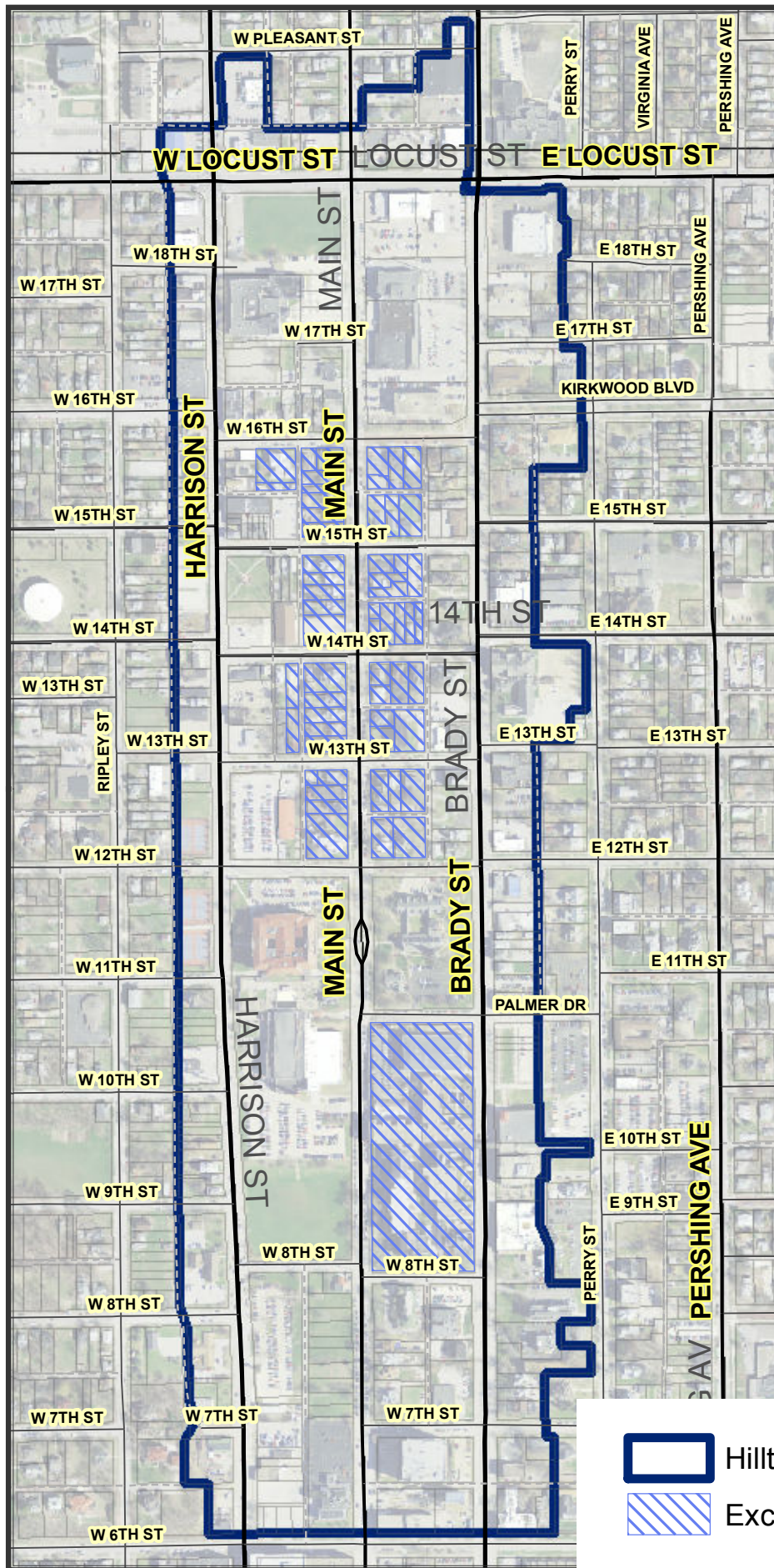
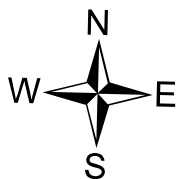
ATTACHMENTS:

Type	Description
▣ Exhibit	Map of Hilltop SSMID
▣ Backup Material	Hilltop SSMID Plan

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:27 AM
Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:27 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 11:34 AM

Proposed Hilltop SSMID Boundaries



-  Hilltop SSMID Boundary
-  Excluded Area

NOTICE OF PUBLIC HEARING ON OCTOBER 7, 2015 AT 5:30 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 W 4TH STREET – DAVENPORT, IOWA

ON PROPOSAL PURSUANT TO CHAPTER 386 OF THE CODE OF IOWA TO CONTINUE AUTHORIZED LEVIES
FOR OPERATION AND CAPITAL IMPROVEMENT FUNDS FOR THE HILLTOP SELF-SUPPORTED MUNICIPAL
IMPROVEMENT DISTRICT

We, the undersigned, being at least 25 percent of all owners of property within the Hilltop Self-Supported Municipal Improvement District (the "District"), and being owners of property within the District having an assessed value of at least 25 percent of the assessed value of all property in the District, and desiring to continue the District in the form last expanded, amended and continued in Ordinance No. 1996-625, enacted by the City Council of the City of Davenport, Iowa on December 18, 1996, hereby petition the City Council of the City of Davenport, Iowa pursuant to and in accordance with the provisions of Chapter 386 of the Code of Iowa (the "Act"), as follows:

1. To continue the Hilltop Self-Supported Municipal Improvement District in the City of Davenport, Scott County, Iowa, as follows:
 - a. The name of the District shall continue to be the "Hilltop Self-Supported Municipal Improvement District;"
 - b. The purpose of the District shall include, but not be limited to, undertaking actions, design or construction, operation and maintenance of any and all improvements or self-liquidating improvements authorized pursuant to the Act, and for the performance, administration, redevelopment and revitalization of the Hilltop Self-Supported Municipal Improvement District.
2. To continue a self-supported improvement district operation fund to be known as the "Hilltop SSMID Capital Improvement Fund" (referred to as the "Capital Improvement Fund"), for which Capital Improvement Fund the City of Davenport may certify taxes (the "Capital Improvement Fund Tax") each year, commencing with the levy of taxes for the collection in the fiscal year beginning July 1, 2016 and continuing for nineteen additional fiscal years, to be levied against all of the property in the Hilltop SSMID in addition to all other taxes, for the purpose of accumulating money for the financing or payment of a part or all of the cost of any improvement or self-liquidating improvements, as defined in the Act. The Capital Improvement Fund Tax shall be levied annually at a rate not to exceed two dollars per thousand dollars of taxable value of the property within the Hilltop SSMID in addition to all other taxes.
3. To continue a self-supported improvement district operation fund to be known as the "Hilltop SSMID Operation Fund" (referred to as the "Operation Fund"), for which operation fund the city may certify taxes (the "Operation Tax") each year commencing with the levy of taxes for collection in the fiscal year beginning July 1, 2016 and continuing for nineteen additional fiscal years, to be levied against all of the property in the Hilltop SSMID in addition to all other taxes, for the purpose of paying such expenses of the district as

authorized by the Act, including, but not limited to the administrative expenses of the district and part or all of the maintenance expenses of improvements or self-liquidating improvements, as defined in the Act. The Operation Tax shall be levied at a rate not to exceed one dollar per thousand of taxable value of the property within the Hilltop SSMID in addition to all other taxes.

4. The combined rate of the Operation Fund Tax and the Capital Improvement Fund Tax, to be levied annually shall not exceed three dollars per thousand of taxable value of property in the Hilltop SSMID in any one year, in addition to all other taxes.
5. The Hilltop SSMID shall be comprised only of contiguous property within the city of Davenport and within the district described below which is zoned for commercial or industrial uses and property within a duly designated historic district, specifically excluding property assessed as residential property for property tax purposes, unless the residential property is within a duly designated historic district; and that the description of property within the Hilltop SSMID is as follows:

Commencing at the southwest corner of Lot 3 of Block 33 of the Original Town of Davenport, which is the point of beginning; thence northerly along the westerly line of said Lot 3 and Lot 6 of said Block 33 to the southeast corner of Parcel #G0054-09; thence northerly along said easterly line of Parcel #G0054-09 to the southeast corner of Lot 10 of Block 1 of C.S. Watkins' Re-plat of McIntosh's 2nd Addition; thence northerly along the easterly line of said Lot 10 and Lots 9, 8, 7, and 6 of said Block 1 to the northeast corner of said Lot 6; thence northwesterly to the southeast corner of Lot 10 of Block 2 of Joseph Motie's Addition; thence northerly along the westerly right-of-way line of the public alley to the southeast corner of Lot 7 of Block 6 of McIntosh's 2nd Addition; thence westerly along the southerly line of said Lot 7 for seventy-five feet; thence northerly one hundred twenty-eight feet to a point along the northerly line of Lot 6 of said Block 6 that is seventy-five feet west of the northeast corner of said Lot 6; thence easterly along the northerly line of said Lot 6 to the northeast corner of said Lot 6; thence northerly along the westerly right-of-way line of the public alley to the southerly right-of-way line of Locust Street; thence northwesterly to the southwest corner of Lot 2 of Block 1 of Noel's 2nd Addition; thence northerly along the westerly line of said Lot 2 to the northwest corner of said Lot 2; thence easterly along the southerly right-of-way line of the public alley to the northwest corner of Lot 1 of Block 10 of Noel's Subdivision, being the easterly right-of-way line of Harrison Street; thence northerly along the easterly right-of-way line of Harrison Street to the intersection with the southerly right-of-way line of W. Pleasant Street; thence easterly along the southerly right-of-way line of W. Pleasant Street to the northwest corner of Lot 11 of Block 10 of Noel's Subdivision being the easterly right-of-way line of the public alley; thence southerly along the easterly right-of-way line of the public alley to the southerly right-of-way line of the public alley; thence easterly along the southerly right-of-way line of the public alley to the easterly right-of-way line of Main Street; thence northerly along the easterly right-of-way line of Main Street to the northwest corner of Lot 7 of Block 1 of Noel's Adam Addition; thence easterly along the northerly line of said Lot 7 to the northwest corner of Lot 12 of Block 1 of Noel's Adam Addition being the easterly right-of-way line of the public alley; thence northerly along the easterly right-of-way line of the public alley to the southerly right-of-way line of W. Pleasant Street; thence easterly along the southerly right-of-way line of W. Pleasant Street a distance of 100 feet; thence

northerly and parallel with the westerly right-of-way line of Brady Street a distance of 110 feet; thence easterly and parallel with the northerly right-of-way line of W. Pleasant Street to the easterly right-of-way line of Brady Street; thence southerly along the easterly right-of-way line of Brady Street to the northerly right-of-way line of Locust Street; thence easterly along the northerly right-of-way line of Locust Street to a point two hundred fifty-five feet east of the intersection with the northerly right-of-way line of Locust Street and the easterly right-of-way line of Brady Street; thence southerly along the easterly line of Lot 4 of Block 1 of James McIntosh's Addition to the southeast corner of said Lot 4; thence westerly along the southerly line of said Lot 4 and Lot 5 of said Block 1 to a point thirty-three feet east of the northwest corner of Lot 8 of said Block 1; thence southerly one hundred nine feet to a point on the southerly line of said Lot 8 which is thirty-three feet east of the southwest corner of said Lot 8; thence easterly along the southerly line of said Lot 8 to the southeast corner of said Lot 8; thence southerly sixty feet to the northeast corner of Lot 5 of Block 6 of James McIntosh's Addition; thence continuing southerly along the easterly line of said Lot 5 to the northwest corner of Lot 9 of said Block 6; thence easterly along the northerly line of said Lot 9 to the north-east corner of said Lot 9; thence southerly along the easterly line of said Lot 9 to the southwest corner of Lot 10 of said Block 6; thence easterly along the southerly line of said Lot 10 to the intersection with the westerly right-of-way line of Perry Street; thence southerly along the westerly right-of-way line of Perry Street to the southeast corner of Lot 6 of Block 115 of LeClaire's Eighth Addition; thence westerly along the southerly line of said Lot 6 to the southwest corner of said Lot 6; thence southerly along the easterly right-of-way line of the public alley to the intersection with the northerly right-of-way line of vacated 10th Street; thence continuing southerly forty feet to the intersection with the northerly line of Out Lot 18 of LeClaire's Out Lots; thence continuing southerly along the easterly right-of-way line of said vacated public alley to the intersection with a point which is one hundred twenty-one feet (plus or minus) west of the westerly right-of-way line of Perry Street and a point which is one hundred forty-one feet north of the northerly line of Lot 1 of Out Lot 17 of LeClaire's Out Lots; thence continuing southerly one hundred forty-one feet to the intersection with a point which is one hundred twenty-one feet (plus or minus) west of the westerly right-of-way line of Perry Street and along the northerly line of said Out Lot 17, thence easterly along the northerly line of Lot 1 of Out Lot 17 of LeClaire's Out Lots twenty-one feet (plus or minus) to the northeast corner of said Lot 1; thence southerly along the easterly line of said Lot 1 to the southeast corner of said Lot 1; thence continuing southerly fifty feet to the intersection with a point which is one hundred feet (plus or minus) west of the westerly right-of-way line of Perry Street and along the southerly line of Lot 3 of said Out Lot 17; thence westerly along the southerly line of said Lot 3 sixty feet to the intersection with a point which is one hundred sixty feet west of the westerly right-of-way line of Perry Street and along the southerly line of said Lot 3; thence southerly to the intersection with a point which is one hundred sixty feet west of the westerly right-of-way line of Perry Street and along the northerly right-of-way line of 7th Street; thence easterly along the northerly right-of-way line of 7th Street for thirty-two feet; thence southerly sixty-six feet to the northeast corner of Lot 8 of Block 51 of LeClaire's 2nd Addition; thence continuing southerly along the easterly line of said Lot 8 and Lot 3 of said Block 51 to the southeast corner of said Lot 3; thence westerly along the northerly right-of-way line of 6th Street to the point of beginning, all of which property is situated in the city of Davenport, Scott County, State of Iowa;

EXCEPTING the following two tracts:

1. Excluded tract 1. Commencing at the Northeast corner of the intersection of Main and 8th Streets thence East along the northerly right-of-way line of 8th Street to the Westerly right-of-way of Brady Street; thence Northerly along the westerly line of Brady Street to the Southerly right-of-way line of Palmer Drive; thence west along the southerly right-of-way line of Palmer

Drive to the Easterly right-of-way line of Main Street; thence Southerly along the Easterly right-of-way line of Main Street to the point of beginning.

2. Excluded Tract 2. Commencing at the Northeast corner of the intersection of Main and 12th Street; thence Easterly along the northerly right-of way line of 12th Street to the westerly line of a public alley in Block 9 of Allen's Second Addition; thence northerly along said public alley to the South side of 16th Street; thence Westerly along the Southerly right-of way line of 16th Street to the northwest corner of Lot 8 in Block 3 in Allen's Addition; thence southerly along the westerly line of said Lot 8 to the southwest corner of said Lot 8; thence easterly along the southerly line of said Lot 8 and Lot 7 of said Block 3 to the easterly right-of-way line of the public alley; thence southerly along the easterly right-of-way line of the public alley (twenty feet wide) to the southerly right-of-way line of 14th Street; thence West along the southerly line of 14th to the easterly line of a 2nd public alley (10 feet wide); thence southerly along the easterly line of said alley to the northerly line of 14th Street; thence easterly along the northerly line of 13th Street to the easterly line of the first public alley (20 feet wide); thence southerly along the easterly of said alley to the Northerly line of 12th Street; thence easterly along the northerly right-of-way line of 12th Street to the point of beginning, All of which property is situated in the city of Davenport, Scott County, State of Iowa (Ord. 96-625).

A public hearing is scheduled for 5:30 P.M. or as soon thereafter as possible on Wednesday October 7, 2015 in the Council Chambers of the Davenport City Hall, 226 W 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your view or both. Comments may be received in person or in writing at the time of hearing. For questions please contact Community Planning and Economic Development at 563-326-7765.

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Nick Schmuecker; (563) 327-5162
Wards: 7

Action / Date
PW10/7/2015

Subject:

Public Hearing on the plans, specifications, forms of contract and estimated cost of \$1,010,000 for the FY2016 14th & 15th District Cross Connection Project. This project takes place in the area of Garfield Street and Western Avenue to reduce surcharges and will go out for bid this year. It will be funded from CIP Project #00165 and funds that will be received in future fiscal years. [Ward 7]

Recommendation:

Hold the hearing.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

Based on recommendations found in the 14th District Basin Sanitary Sewer Diversion Study by RJN, partial flow at manhole F-59 in the 14th District Basin can be diverted to the Duck Creek South Basin. Manhole F-59 is located in the intersection of Western Avenue and Garfield Street.

The goal of the project is to reduce surcharging and sewer backups in the 14th District Basin. The project will eliminate the need for an existing sanitary sewer pumping station located in the 2800 block of Western Avenue.

The project is scheduled to be bid yet this fall. Construction will be completed in spring-early summer 2016. Funding for the FY2016 14th & 15th District Cross Connection Project is established within CIP #00165 and funding from future fiscal years. The current estimate is \$1,010,000.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/30/2015 - 4:38 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 10:30 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:39 AM

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Mike Atchley 563-327-5149
Wards: 8

Action / Date
PW10/7/2015

Subject:

Public Hearing for a resolution authorizing the Mayor to execute a 2 year easement agreement with MidAmerican Energy Company. MidAmerican has requested additional land south of their existing Eastern Ave station plus an additional 7,500 sq. ft. for its natural gas operations. They will pay the City of Davenport \$5,520 for the two year contract with an option for a 12 month extension of \$500 or they may purchase the land for \$27,600. In addition an ingress egress easement would be granted. [Ward 8]

Recommendation:

Conduct the Public Hearing.

Relationship to Goals:

Financially Responsible City Government.

Background:

MidAmerican Energy is seeking the additional land, 100 ft. by 75 ft. directly south of existing Eastern Ave. station, in order to construct additional piping assemblies that will allow for increased inspection of MidAmerican Energy's existing natural gas transmission pipeline. The additions within the station will allow for pigging operations which involve passing a device through the pipeline to gather information about the pipeline. The additional piping is used for the retrieval of the inspection device after it travels through the pipeline.

The Eastern Ave. Station that MidAmerican Energy is looking to purchase and expand (the 100 ft. by 75 ft. parcel) is a connection point between two large pipelines for the Quad Cities natural gas distribution network. MidAmerican would prefer to own this station and the additional purchased land as it is an integral piece of our pipeline system.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Public Hearing
▣ Cover Memo	Option
▣ Cover Memo	Ingress Egress Easement
▣ Cover Memo	Plat of Existing Easement
▣ Cover Memo	aerial of Eastern Ave. Station

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 1:30 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 1:30 PM
City Clerk	Admin, Default	Approved	10/1/2015 - 2:46 PM

NOTICE OF A PUBLIC HEARING ON A RESOLUTION REGARDING MIDAMERICAN ENERGY COMPANY PURCHASING THE EXISTING EASEMENT AND ADDITIONAL 7,500 SF. FOR THE EASTERN AVE. STATION.

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION authorizing the Mayor to execute a 2 year agreement with MidAmerican Energy Company which includes a third year option and an option to purchase the existing easement plus an additional 7,500 sf. for its natural gas operations in addition an ingress egress easement would be granted.. The property has the following legal description:

Part of the Northeast Quarter (NE ¼) of Section 12, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter (NE ¼) of said Section 12; thence South 89° 36' 00" West (assumed bearing for the purpose of this description) 198.00 feet along the North line of the Northeast Quarter (NE ¼) of said Section 12 to the Point of Beginning of the tract of land hereinafter described; thence continuing South 89° 36' 00" West 100.00 feet along the north line of the Northeast Quarter (NE ¼) of said Section 12; thence South 00°24'00" East 200.00 feet; thence North 89°36'00" East 100.00 feet; thence North 00° 24' 00" West 200.00 feet to the Point of Beginning.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 7th day of October, 2015, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing; interested persons may appear and be heard for or against said Resolution.

City of Davenport
Thomas D. Warner
City Attorney
563-326-7735

Prepared by and return to: Dawn Carlson (563) 333-8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 4350 Davenport, Iowa 52808-9986

OPTION AND PURCHASE AGREEMENT

This Option and Purchase Agreement (this “Agreement”) is executed this _____ day of _____, 2015, (the “Effective Date”) by and between The City of Davenport, Iowa, (hereinafter referred to as “Seller”), and MidAmerican Energy Company, an Iowa corporation (hereinafter referred to as “Purchaser”).

1. Grant of Option. In consideration of the sum of **Five Thousand Five Hundred Twenty Dollars (\$5,520.00)** (the “Option Price”) acknowledged as received on the Effective Date of this Agreement, Seller does hereby give and grant to Purchaser for a period of **twenty four (24) months** from the Effective Date of this Agreement as further described in paragraph 3 below, the exclusive right and option (the “Option”) to purchase the following described real estate owned by Seller and situated in Scott County, Iowa (the “Property”):

A tract of land as generally depicted on the attached Exhibit “B” and described as follows:

Part of the Northeast Quarter (NE ¼) of Section 12, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter (NE ¼) of said Section 12; thence South 89° 36’ 00” West (assumed bearing for the purpose of this description) 198.00 feet along the North line of the Northeast Quarter (NE ¼) of said Section 12 to the Point of Beginning of the tract of land hereinafter described; thence continuing South 89° 36’ 00” West 100.00 feet along the north line of the Northeast Quarter (NE ¼) of said Section 12; thence South 00°24’00” East 200.00 feet; thence North 89°36’00” East 100.00 feet; thence North 00° 24’ 00” West 200.00 feet to the Point of Beginning.

Said tract contains 0.46 Acres, more or less, and is subject to and together with any and all easements of record.

The Seller and Purchaser agree that the final legal description to be used in the deed to be given at closing will be finally determined and verified by survey, to be completed at Purchaser's cost, for the land to be acquired. The survey shall describe the legal description of the Property that will be included in the deed for the Property; provided however that the final survey legal description shall not cause the purchase price to be adjusted.

2. Purchase Price. If Purchaser exercises its Option, the purchase price for the Property, of which the Option Price shall form a part (the "Purchase Price"), shall be Twenty-seven Thousand Six Hundred Dollars (\$27,600.00) to be paid on the Closing Date (as defined below).

3. Termination Date. The Option shall expire at 5:00 p.m. on the _____ day of _____, 2017, or as such date may be extended in accordance with paragraph 23 (the "Termination Date").

4. Exercise of Option. If Purchaser elects to exercise its Option under this Agreement, Purchaser shall record a notice of exercise of option in the office of the Recorder of Deeds in the county in which the Property is situated prior to the Termination Date ("Notice of Exercise of Option"). The Notice of Exercise of Option may further describe the Property after survey is made by Purchaser. Purchaser agrees to provide Seller a copy of such Notice of Exercise of Option on or before the Termination Date. The Notice of Exercise of Option shall be deemed to be delivered and received and the Option shall be deemed exercised by Purchaser as of the date that Purchaser deposits the Notice of Exercise of Option for delivery to the Seller's address as shown in paragraph 12 of this Agreement by ordinary mail or by overnight delivery. .

5. Release of Mortgage(s). Seller shall provide Purchaser with a release of any mortgage(s), if applicable, covering the Property at or before the Closing Date (as defined below).

6. Closing Date. The date on which the closing and transfer of possession occurs is referred to herein as the "Closing Date" The Closing Date shall not be later than ninety (90) days after the date the Option is exercised by Purchaser or such earlier date as the parties may mutually agree. Sellers shall pay the transfer tax and their legal fees. Purchaser shall pay the recording fee to record the warranty deed and its legal fees. The transaction contemplated by this Agreement shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from Purchaser under the Agreement.

7. Possession. The date of possession shall be the Closing Date.

8. Real Estate Taxes. The Seller shall pay the prorated share, to be determined as of the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs and any unpaid real estate taxes payable for prior fiscal years. Purchaser shall pay all subsequent real estate taxes. At closing, Purchaser shall be given a credit for the prorated taxes based on the actual net real estate taxes for the fiscal year shown on the most recent tax statement available for the Property.

9. Special Assessments. The Seller shall pay in full all special assessments that are certified as liens on the public record as of the Closing Date. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to the Seller's possession shall be paid by the Seller. Any preliminary or deficiency assessments, which cannot be discharged by payment on the Closing Date, shall be paid through an escrow account with sufficient funds to pay such liens and charges when payable. Any unused funds in such account shall be returned to the Seller.

10. Credits Against the Purchase Price. Provided the Option is exercised, Purchaser may use such amount of the Purchase Price as may be necessary to pay outstanding taxes, liens, encumbrances and assessments against the Property which may be evidenced by the abstract of title as of the Closing Date.

11. Failure to Exercise Option. If Purchaser fails to exercise the Option on or before the Termination Date, the Option shall terminate and, except as otherwise stated herein, the Option Price shall be retained by the Seller.

12. Notices. All notices given or required under the Agreement shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified, to the persons and address designated as follows:

If to the Seller, to:

City of Davenport
Community Panning Division
226 West 4th Street
Davenport, IA 52801

If to Purchaser, to:

MidAmerican Energy Company
MEC Right-of-Way Services
Attention: Manager, Right-of-Way Services
4299 NW Urbandale Drive
Urbandale, Iowa 50322

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

13. Assignment. The Agreement may be assigned by Purchaser without the consent of the Seller, provided that, concurrently with such assignment, Purchaser notifies the Seller of the assignment and of the name and address of the assignee and sends to the Seller a copy of such assignment and a written agreement by the assignee to perform all the terms, promises and conditions of the Agreement.

14. Recording of Option. The parties agree that Purchaser may, but need not, record this Agreement with the County Recorder of Scott County, Iowa. Alternatively, upon Purchaser's request, the parties shall execute and record a memorandum of this Agreement in a form reasonably approved by each party.

15. Environmental Matters.

(a) Definitions. For purposes of this Agreement, "Hazardous Material" means:

(i) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended or hereafter amended;

(ii) "hazardous wastes," as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6903 *et seq.*, as amended or hereafter amended;

(iii) "hazardous substances" or "hazardous waste" as defined under Chapter 455B, Iowa Code, as amended or hereafter amended;

(iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended;

(v) petroleum and petroleum products;

(vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011 *et seq.*, as amended or hereafter amended;

(vii) asbestos in any form or condition;

(viii) any "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act, 42 U.S.C. §6991 *et. seq.*, as amended or hereafter amended; or

(ix) any "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), as amended or hereafter amended.

(b) Representations and Warranties. Seller hereby represents and warrants to Purchaser that as of the Effective Date hereof and as of the Closing Date:

(i) The Property and the use and operation thereof, are currently in compliance with all applicable laws, ordinances, requirements and regulations relating to public health and safety and protection of the environment ("Environmental Laws"). The Seller and the Property are in material compliance with all governmental permits and licenses required by the business heretofore conducted by the Seller on the Property. All Hazardous Material generated or handled on the Property have been disposed of in a lawful manner and the Property is free of Hazardous Material.

(ii) No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred or is occurring on or from the Property, except the use of normal farm chemicals applied to crops in accordance with manufacturer's label instructions. No environmental or public health or safety hazards currently exist with respect to the Property or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) are present on or under the Property, except as has been disclosed in writing to and approved by Purchaser.

(iii) There have been no past, and there are no pending or threatened: (a) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Property, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (b) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Property.

(c) Right of Entry and Investigation. Purchaser and its agents and representatives shall have the right, but not the obligation, to enter upon the Property at any time prior to the Closing Date to undertake sampling and/or site assessments of the Property. The Seller shall, upon request of Purchaser, provide to Purchaser a description of all known operations, past and present, undertaken at the Property and any existing maps and diagrams designating the location of past and present operations and past and present storage and/or disposal of Hazardous Material, above and below ground, on the Property. The Seller shall cooperate with reasonable requests for interviews with knowledgeable personnel. In the event that Purchaser undertakes site assessments and/or sampling of the Property, then such site assessments and/or sampling shall be completed at Purchaser's expense.

(d) Cancellation. If Purchaser's site assessments and/or sampling reveal that there has been a spill or discharge of a Hazardous Material on the Property, that the Property does not comply with all Environmental Laws, or is not suitable for the intended use of the Property by Purchaser, Purchaser shall have the right to terminate this Agreement on or before the Termination Date, upon notice to the Seller, in which event, Seller shall refund to Purchaser the Option Price and neither party shall have any further obligation to the other.

(e) Indemnification. The Seller shall indemnify, defend and hold harmless Purchaser from and against any and all claims, liabilities, losses, damages and costs, foreseen and unforeseen, including, without limitation, attorney fees, engineering and other professional or expert fees, arising out of or in any manner directly or indirectly connected with (i) Hazardous Material existing on the Property on or before the Closing Date; (ii) a breach of Seller's representations and warranties set forth above; (iii) Seller's obligations under this Agreement and/or corrective work performed by Purchaser; (iv) any and all penalties, fines, charges and response costs threatened, sought or imposed on account of a violation or noncompliance with any law, regulation, ordinance or rule pertaining to Hazardous Material existing on the Property on or before the Closing Date; (v) any diminution of the value of the Property which may result from any of the foregoing.

16. Insurance and Care of Property. Seller shall preserve the Property in its present condition until the Closing Date. Seller shall bear the risk of loss or damage to the Property prior to the Closing Date or possession by Purchaser, whichever occurs first. Seller agrees to maintain existing insurance upon the Property until the Closing Date and Purchaser may purchase additional insurance. In the event of substantial damage or destruction prior to the Closing Date, the Agreement shall be null and void; provided, however, Purchaser shall have the option to complete the closing and purchase the Property under this Agreement and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date. No other easements, leases, or other agreements shall be entered into by the Seller after the Effective Date until the earlier of (a) the Closing Date or (b) the date the Agreement is terminated in accordance with the terms hereof.

17. Abstract and Title. Seller shall at its cost promptly obtain an abstract of title to the Property continued through at least the Effective Date. The abstract of title shall show marketable title to the Property in Seller in conformity with the Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Title shall be made free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Purchaser. Seller's abstract of title shall be submitted to Purchaser's attorney for examination as soon as is reasonably possible. Any objections to title raised by Purchaser's attorney shall be made in writing as soon thereafter as reasonably possible. Seller shall make every reasonable effort to promptly perfect title and in any event prior to the Closing Date. After closing, the abstract shall be the property of Purchaser.

18. Deed. Upon payment of the Purchase Price, Seller shall convey the Property to Purchaser, or its assignee, by warranty deed free and clear of all leases, liens, encumbrances, taxes and assessments as provided herein.

19. Joint Tenancy. If Seller holds title to the Property in joint tenancy, then the proceeds paid under this Agreement and any continuing rights of Seller in the Property shall belong to the Seller as joint tenants with full rights of survivorship and not as tenants in common.

20. Time is of the Essence. Time is of the essence of this Agreement.
21. Warranties and Obligations to Survive Closing. All warranties and obligations of the parties contained in this Agreement shall survive the Closing Date.
22. Crops. If the Option is exercised by Purchaser and closing hereunder occurs at such a time that Seller is unable to harvest any growing crops, Purchaser shall reimburse Seller or Seller's farm tenants for such crops they were unable to harvest by reason of Purchaser's purchase of the Property. However, Purchaser is not responsible for payment of damages to crops to farm tenants who should have been terminated in accordance with paragraph 26.
23. Extension. Purchaser is entitled to an additional twelve (12) month extension of the Termination Date for the consideration of an additional **Five Hundred Dollars (\$500.00)** being paid to Seller on or before the Termination Date. If this extension is obtained, the additional consideration shall be included in the Option Price and will be credited towards the Purchase Price at closing if Purchaser exercises its Option hereunder.
24. Right of Entry. Seller grants Purchaser a right of access to and entry on the Property to conduct surveys, soil suitability, and other testing as needed (which such surveys and testing shall be at Purchaser's cost). Purchaser agrees to reimburse Seller, or any of their lawful farm tenants, for any damages to crops to the extent caused as a result of Purchaser accessing the Property.
25. Authorization for Zoning and Regulatory Approvals. Seller agrees to execute an authorization, attached hereto as Exhibit "A", to allow Purchaser to file any applications necessary with the State of Iowa, Scott County, any city and any other governmental authority for development or use of the Property.
26. Termination of Farm and Other Tenancies. On an annual basis, on or before September 1 of each year following execution of the Agreement, Seller shall properly and lawfully terminate any existing farm tenancies to the Property and provide Purchaser with written proof of same. Seller shall also terminate any other tenant interests in any portion of the Property in accordance with law or applicable agreement prior to the Closing Date so that the Property is conveyed to Purchaser free and clear of any lease.
27. Successors and Assigns. The Agreement shall be binding upon the respective legal representatives, successors, and assigns of Purchaser and Seller.
28. Entire Agreement. The Agreement is the entire agreement of the Purchaser and Seller with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties.

29. Severability, Governing Law and Jury Waiver. Each of the provisions of the Agreement shall be enforceable independently of any other provision of the Agreement and independent of any other claim or cause of action. In the event of any dispute arising under the Agreement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

30. Broker and Real Estate Agent Commissions. Each party represents that it has not engaged a broker or real estate agent for this matter and none are involved in this transaction. Any claim for commission by a broker or real estate agent shall be charged to the party who is determined to have hired the broker or real estate agent.

31. Release of Rights. Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property. Seller understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Agreement Seller voluntarily gives up any right to this protection for this Property with respect to claims based upon this Agreement.

32. Certification. Purchaser and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and they are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney fees and costs) arising from or related to any breach of the foregoing certification.

Dated this _____ day of _____, 2015

MIDAMERICAN ENERGY COMPANY

By: _____

Jeffery J. Gust
Vice President, Compliance & Standards

(Acknowledgments on following page)

CORPORATE ACKNOWLEDGEMENT

STATE OF IOWA)
) ss
COUNTY OF _____)

 This record was acknowledged before me on _____, 20____, by
Jeffery J. Gust as Vice President, Compliance & Standards for MidAmerican Energy
Company.

Signature of Notary Public

ACCEPTANCE

The Seller accepts the terms of this Option and acknowledges receipt of the Option Price of \$5,520.00.

Dated as of this _____ day of _____ 2015

The City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF SCOTT) ss

This record was acknowledged before me on _____, 2015,
by _____ as _____
of The City of Davenport, Iowa and by _____
as _____ of The City of Davenport, Iowa.

Signature of Notary Public

EXHIBIT "A"

AUTHORIZATION

The undersigned owner hereby authorizes MidAmerican Energy Company to file any applications deemed necessary with the State of Iowa, a county, a city and any other governmental unit, for or relating to the Property (as described below). A photocopy of this authorization shall serve the same as an original.

By: _____

Name Printed: _____

Title: _____

By: _____

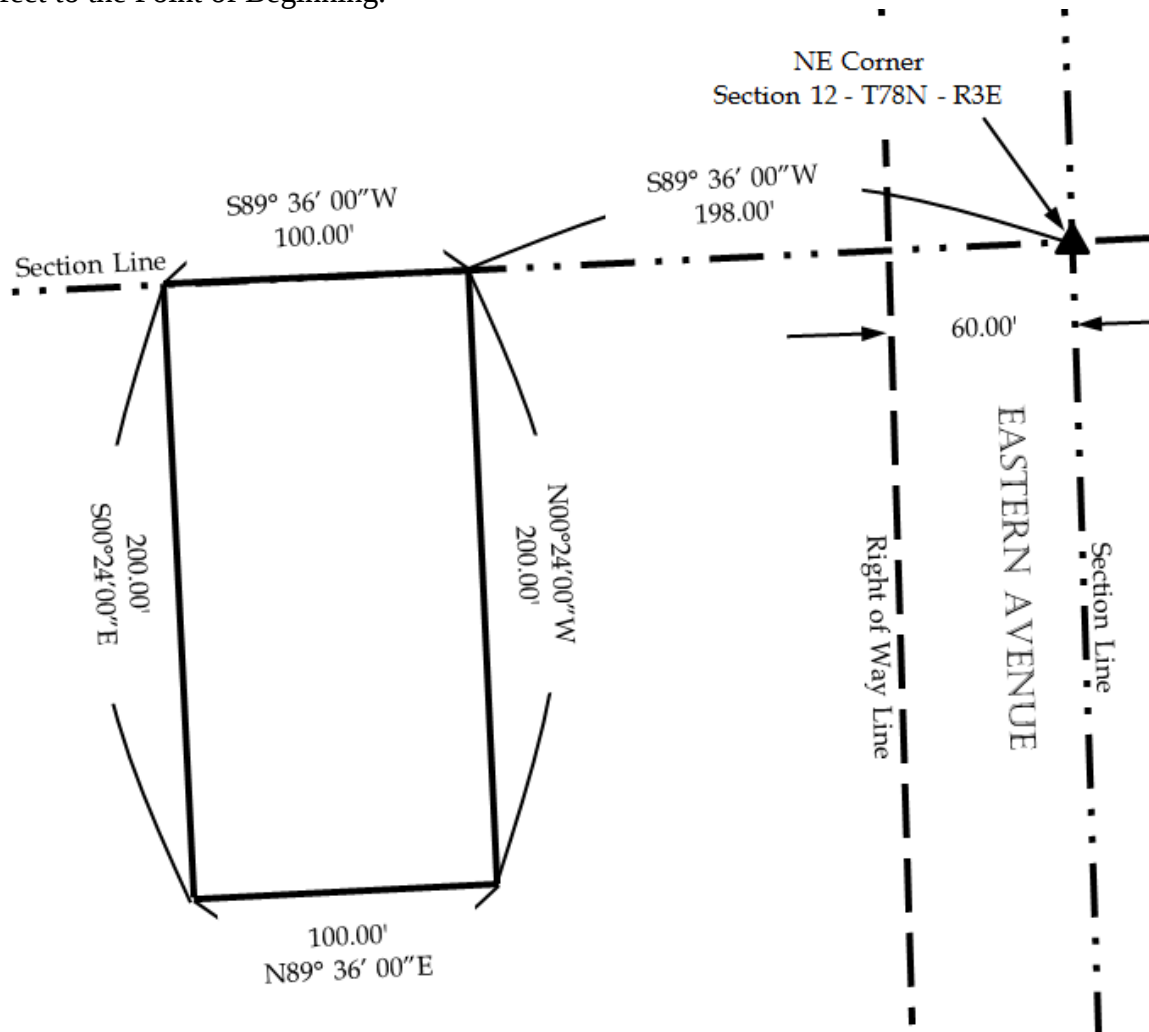
Name Printed: _____

Title: _____

EXHIBIT "B"

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 12, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12; thence South $89^{\circ} 36' 00''$ West (assumed bearing for the purpose of this description) 198.00 feet along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12 to the Point of Beginning of the tract of land hereinafter described; thence continuing South $89^{\circ} 36' 00''$ West 100.00 feet along the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12; thence South $00^{\circ} 24' 00''$ East 200.00 feet; thence North $89^{\circ} 36' 00''$ East 100.00 feet; thence North $00^{\circ} 24' 00''$ West 200.00 feet to the Point of Beginning.



Prepared by and return to: Dawn Carlson (563) 333-8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 4350 DAVENPORT, IOWA 52808-9986

**MIDAMERICAN ENERGY COMPANY
INGRESS AND EGRESS EASEMENT**

Folder No.	<u>131-14GR</u>	State of	<u>Iowa</u>	
Work Req. No.		County of	<u>Scott</u>	
Project No.	<u>55274</u>	Section	<u>1</u>	
		Township	<u>78</u>	North
		Range	<u>3</u>	East of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) The City of Davenport, Iowa, its successors and assigns (Grantor), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns (Grantee), the right and privilege of access over, through and across a tract of land owned by Grantor and located in Scott County, Iowa and being described as follows to wit:

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.

EASEMENT AREA:

An ingress and egress easement over, under, across and through the West 270.00 feet of the East 330.00 feet of the South 40.00 feet of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.
As shown on Exhibit "A" attached hereto and made a part hereof.

2. Subject to the rights of Grantee herein under, Grantor shall have the right to use and occupy the easement area except as provided otherwise in this easement. Access and admittance into, upon, over and across the above described easement area shall be unobstructed and unimpeded at all times

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes or otherwise interfere with the Grantee's rights to operate, access and maintain its facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to tile, crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the ingress/egress easement (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the easement area is expected and not considered damage to the Grantor.

5. Grantor and Grantee each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will be given the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

8. At such time as Grantee no longer requires the use of the above-described easement area, this easement shall terminate. In this event, Grantee shall file with the County Recorder a release of easement in a form acceptable to the parties.

Dated this ____ day of _____, 2015

The City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2015,

by _____ as _____

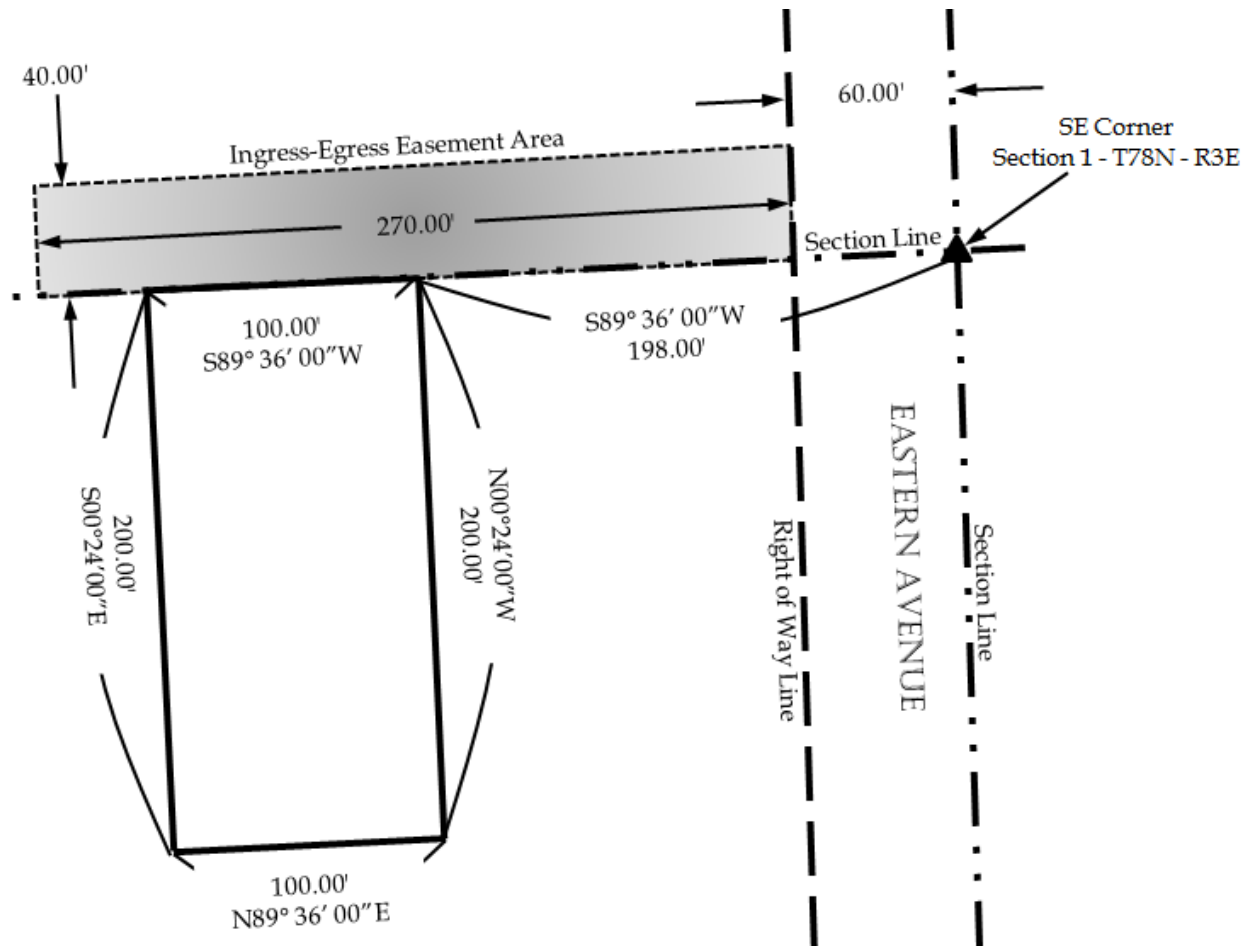
of The City of Davenport, Iowa and by _____

as _____ of The City of Davenport, Iowa.

Signature of Notary Public

Exhibit "A"

An ingress and egress easement over, under, across and through the West 270.00 feet of the East 330.00 feet of the South 40.00 feet of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.



WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028



1 INCH = 60 FEET

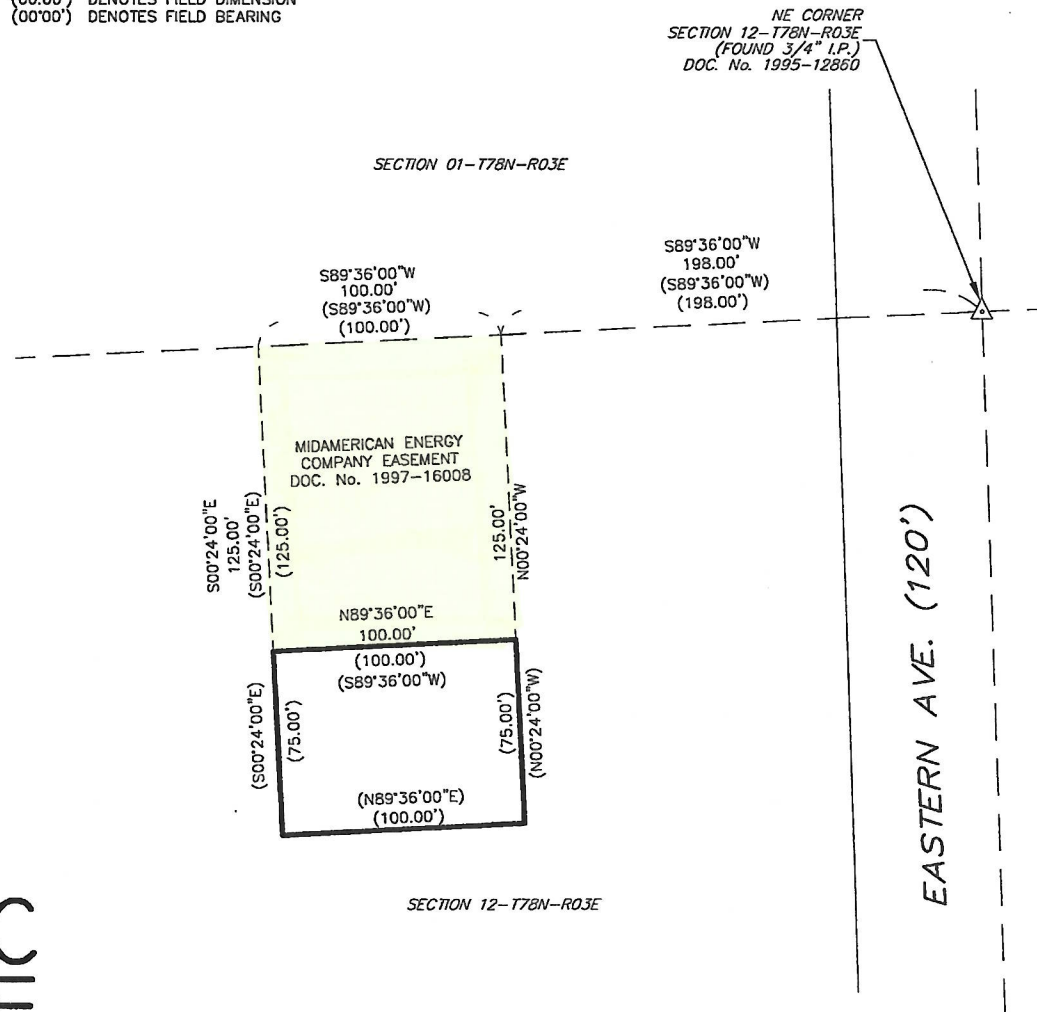
SURVEY LEGEND:

- △ DENOTES SECTION CORNER
- DENOTES FOUND IRON PIN
- 00.00' DENOTES RECORD DIMENSION
- 00°00' DENOTES RECORD BEARING
- (00.00') DENOTES FIELD DIMENSION
- (00°00') DENOTES FIELD BEARING

PLAT OF EASEMENT

PART OF THE NE 1/4, SECTION 12-T78N-R03E,
DAVENPORT, SCOTT COUNTY, IOWA
PLAT FOR: MIDAMERICAN ENERGY COMPANY
PROPRIETOR: CITY OF DAVENPORT

SHEET 2 OF 2



CS

CES FILE NO. 2817



City of Des Moines, Iowa
Private parties utilizing City GIS data are not responsible for their own use.
The City of Des Moines will not be responsible for any data
inaccuracies, omissions, or errors, or for any damages resulting from
information provided and/or any other information.

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Matt Flynn326-7743
Wards: 6th

Action / Date
9/2/2015

Subject:

Third Consideration: Ordinance for Case No. REZ15-12 being the petition of Diamond Builders/TW Development for the rezoning of approximately 14.88 acres, more or less, of real property located at 4823 Jersey Ridge Road, from "R-1" Low Density Dwelling District to "R-2 PUD" Low Density Dwelling District Planned Unit Development to facilitate residential development of attached and detached single family homes. [6th Ward]

THE PROTEST RATE IS 32.7%. (REQUIRES EIGHT VOTES FOR PASSAGE, THREE-FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)

Recommendation:

Findings:

The development is in full conformance with the comprehensive plan "RL" Residential Limited designation.

The rezoning promotes infill development and promotes efficient city service delivery. Additional traffic shall not negatively impact the capacity of Jersey Ridge Road, an arterial street.

Recommendation: The Plan and Zoning Commission forwards Case No. REZ15-12 to the City Council for approval subject to the following conditions: 1. The street shown to intersect Jersey Ridge Road just south of 47th Street should be realigned across from 47th Street or be moved further south to near mid-block.

2. Ownership and access rights should be shown for the unincorporated triangle in the northeast corner of the property.

3. Sidewalk will need to be extended along the frontage of outlots.

4. A minimum low water entry elevation (being 1-foot above the 100-year storm elevation) should be provided for any lot which abuts a drainage easement or detention area.

5. Note number 5 should more clearly state that the homeowner's association shall own and shall be responsible for maintenance of all outlots and all detention basins.

6. As a minimum the utility easement described in Note number 4 is to be 15 foot wide.

7. Grading and erosion control plans will need to be submitted and approved and permits issued prior to any site clearing or grading occurring.

8. Stormwater management plans will need to be submitted and approved prior to any site clearing or grading begins.

9. A tree preservation plan, including any fencing and protective measures indicated, for the tree line along the north, east and south will need to be submitted and approved by the City Arborist prior any site clearing or grading occurring. If certain species or individual trees are in the opinion of the City Arborist needing to be removed these may be removed though replacements may be required.

10. That approval of the final plat along with associated plans shall constitute approval of the final development plan.

The Commission vote was 9-yes and 0-no with 0-abstention.

Relationship to Goals:
Neighborhood Improvement
Be more welcoming to investment

Background:

Protests: While the protest rate is over 20-percent it is comprised of 5-properties out of 31 total. One of which comprises 18-percent of the area. In reading the protests and talking with the objectors only 2 are opposed to any development, the remaining have ancillary concerns which are still important but are not objecting to the development per se. These concerns are the condition of Hanlin's Creek, stormwater and flooding in the area, and screening of an adjacent property to keep future pets from roaming onto the objector's property.

Proposal: The developer is proposing the rezoning to facilitate residential development of single family detached and attached residences. A total of 66-units is proposed with a mixture of attached and detached units, though likely with a majority of attached units.

This is an example of infill development which is encouraged by the comprehensive plan and as a result makes efficient use of City services.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Ordinance	REZ15-12 Ordinance
▣ Backup Material	REZ15-12_Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	9/28/2015 - 10:10 AM

ORDINANCE NO.

ORDINANCE for Case No. REZ15-12 being the petition of Diamond Builders/TW Development for the rezoning of approximately 14.88 acres, more or less, of real property located at 4823 Jersey Ridge Road, from "R-1" Low Density Dwelling District to "R-2 PUD" Low Density Dwelling District Planned Unit Development to facilitate residential development of attached and detached single family homes. [6th Ward]

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 Southwest Quarter of the Southeast Quarter of Section 7, Township 78 North, Range 04 East of the 5th P.M. being more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter of the Southeast Quarter Section 7, Township 78 North, Range 04 East of the 5th P.M.; thence North 87 degrees-17'-34" East along the north line of the Southwest Quarter of the Southeast Quarter of said Section 7 a distance of 40.00 feet to a point on the easterly right-of-way line of Jersey Ridge Road, said point also being the point of beginning for the tract described herein;

Thence continuing along said north line of the Southwest Quarter of the Southeast Quarter of said Section 7 87 degrees-17'-34" East, a distance of 455.63 feet to the Center of a creek; thence following the sinuosity of the center line of the creek South 50 degrees-18'-42" East a distance of 54.34 feet; thence South 62 degrees-59'-04" East a distance of 50.00 feet; thence South 60 degrees-10'-58" East, a distance of 115.01 feet; thence South 67 degrees-28'-25" East, a distance of 61.00 feet; thence South 52 degrees-55'-00" East, a distance of 95.00 feet; thence South 62 degrees-48'-55" East, a distance of 131.00 feet; thence South 51 degrees-43'-12" East to a point on the easterly line of Quint City Baptist Temple First Addition, a distance of 92.00 feet; thence leaving the centerline of said creek and continuing along said easterly line South 01 degree-47'-43" East to a point on the southerly of Quint City Baptist Temple First Addition, a distance of 699.68 feet; thence continuing along said southerly line South 87 degrees-22'-17" West, a distance of 646.96 feet; thence North 82 degrees-10'-20" West, a distance of 53.27 feet; thence North 52 degrees-47'-58" West to a point on the easterly right-of-way line of Jersey Ridge Road, a distance of 322.21 feet; thence along the easterly right-of-way line of said Jersey Ridge Road North 01 degrees-59'-02" West, a distance of 144.74 feet; thence South 88 degrees-

57'-00" East, a distance of 466.52 feet; thence North 02 degrees-01'-44" East, a distance of 489.07 feet; thence South 89 degrees-45'-02" West to a point on the easterly right-of-way line of said Jersey Ridge Road, a distance of 465.74 feet; thence continuing along the easterly line of said Jersey Ridge Road North 01 degree-59'-02" West, a distance of 194.98 feet to the point of beginning. Said tract contains 14.885 acres, more or less and is subject to easements of record.

The City Plan and Zoning Commission forwards Case No. REZ15-10 to the City Council with a recommendation for approval subject to the following conditions:

1. The street shown to intersect Jersey Ridge Road just south of 47th Street should be realigned across from 47th Street or be moved further south to near mid-block.
2. Ownership and access rights should be shown for the unincorporated triangle in the northeast corner of the property.
3. Sidewalk will need to be extended along the frontage of outlots.
4. A minimum low water entry elevation (being 1-foot above the 100-year storm elevation) should be provided for any lot which abuts a drainage easement or detention area.
5. Note number 5 should more clearly state that the homeowner's association shall own and shall be responsible for maintenance of all outlots and all detention basins.
6. As a minimum the utility easement described in Note number 4 is to be 15 foot wide.
7. Grading and erosion control plans will need to be submitted and approved and permits issued prior to any site clearing or grading occurring.
8. Stormwater management plans will need to be submitted and approved prior to any site clearing or grading begins.
9. A tree preservation plan, including any fencing and protective measures indicated, for the tree line along the north, east and south will need to be submitted and approved by the City Arborist prior any site clearing or grading occurring. If certain species or individual trees are in the opinion of the City Arborist needing to be removed these may be removed though replacements may be required.
10. That approval of the final plat along with associated plans shall constitute approval of the final development plan.

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 _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



August 19, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of August 18, 2015, the City Plan and Zoning Commission considered Case No. REZ15-12 being the petition of Diamond-Builders/TW Development Inc. for the rezoning of 16.6 acres, more or less, of real property located at 4823 Jersey Ridge Road from "R-1" Low Density Dwelling District to "R-2 PUD" Moderate Density Dwelling District Planned Unit Development to facilitate residential development of single family detached and attached residences.

Findings:

- The development is in full conformance with the comprehensive plan "RL" Residential Limited designation.
- The rezoning promotes infill development and promotes efficient city service delivery.
- Additional traffic shall not negatively impact the capacity of Jersey Ridge Road, an arterial street.

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No. REZ15-12 to the City Council for approval subject to the following conditions:

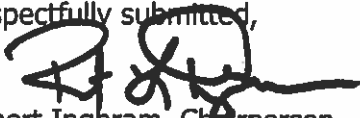
1. The street shown to intersect Jersey Ridge Road just south of 47th Street should be realigned across from 47th Street or be moved further south to near mid-block.
2. Ownership and access rights should be shown for the un-included triangle in the northeast corner of the property.
3. Sidewalk will need to be extended along the frontage of outlots.
4. A minimum low water entry elevation (being 1-foot above the 100-year storm elevation) should be provided for any lot which abuts a drainage easement or detention area.
5. Note number 5 should more clearly state that the homeowner's association shall own and shall be responsible for maintenance of all outlots and all detention basins.
6. As a minimum the utility easement described in note number 4 is to be 15 foot wide.
7. Grading and erosion control plans will need to be submitted and approved and permits issued prior to any site clearing or grading begins.
8. Stormwater management plans will need to be submitted and approved prior to any site clearing or grading begins.
9. A tree preservation plan, including any fencing and protective measures indicated, for the tree line along the north, east and south will need to be submitted and approved by the City Arborist prior any site clearing or grading occurring. If certain species or individual trees are



in the opinion of the City Arborist needing to be removed these may be removed though replacements may be required.

10. That approval of the final plat along with associated plans shall constitute approval of the final development plan.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Inghram', written over the text 'Respectfully submitted,'.

Robert Inghram, Chairperson
City Plan and Zoning Commission

APPROVED									
Name:	Roll Call	REZ15-12 Diamond Builders- TW Development							
Connell		Y							
D'Autremont	P	Y							
Elgatian	P	Y							
Hepner	P	Y							
Inghram	P								
Kelling	P	Y							
Lammers	P	Y							
Maness	P	Y							
Martin	P	Y							
Martinez	P	Y							
Tallman	EX								
		9-YES 0-NO 0-ABSTAIN							



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

PLAN AND ZONING COMMISSION

Meeting Date: 08-18-15
Request: Zoning Map Amendment (Rezoning) from R-1 to R-2PUD
Address: 4823 Jersey Ridge Road
Case No.: REZ15-12
Applicant: Diamond-Builders/TW Development Inc

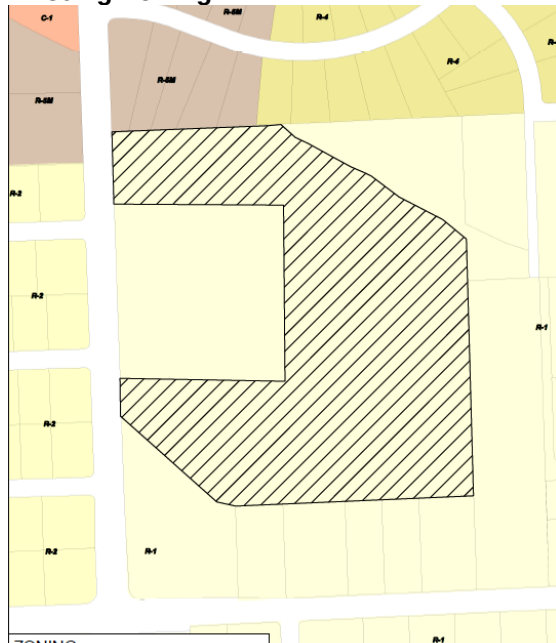
INTRODUCTION

Petition of Diamond-Builders/TW Development Inc. for the rezoning of 16.6 acres, more or less, of real property located at 4823 Jersey Ridge Road from "R-1" Low Density Dwelling District to "R-2 PUD" Moderate Density Dwelling District Planned Unit Development to facilitate residential development of single family detached and attached residences.

Recommendation: Staff recommended the Plan and Zoning Commission forward Case No. REZ15-12 to the City Council for approval subject to the listed conditions.

AREA CHARACTERISTICS:

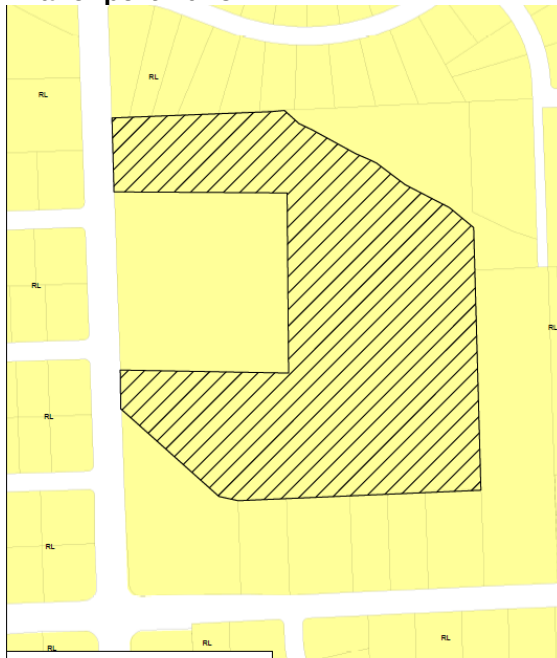
Existing Zoning: R-1



ZONING
R-1 & R-2 Low Density Dwelling
R-4 Moderate Density Dwelling
R-5M Medium Density Dwelling
C-1 Neighborhood Shopping

0 100 200 400 Feet
N
W E
S

Davenport 2025: RL



**DAVENPORT 2025
LAND USE**
RL Residential Limited

0 100 200 400 Feet
N
W E
S

Aerial Photos:



AERIAL PHOTO





Bing bird's eye view from south to north

BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Residential Limited (RL)

Descriptions:

Residential Limited (RL) designates neighborhoods that are composed primarily of residential uses... These uses are illustrated by "stand-alone subdivisions and neighborhoods."

Relevant *Davenport 2025* Goals and Objectives:

1. *Strengthen the existing built environment.*
 - b. *Reduce the number of underoccupied, abandoned, or vacant buildings / properties through adaptive reuse and infill.*
 - d. *Increase the number of mixed-use neighborhoods and districts.*
2. *Identify and reserve land for current and future development.*
 - a. *Develop land use policies that permit development with a wide variety of building types, uses, and densities.*

Technical Review:

Streets. The subject rezoning area is located along the east side of Jersey Ridge Road (an arterial street) north of East 46th Street (a collector street). The developer is proposing the dedication of the internal streets as public right-of-way. Public Works has indicated that the southerly street access shown to intersect Jersey Ridge Road just south of 47th Street should either align with (across from)

47th Street on the west or be moved further south to near mid-block. Aligning with 47th Street would be feasible since the church could also share this as their main access point. Moving the street access to the south would encroach upon the drainage easement. Extension of the culvert already underneath Jersey Ridge Road could allow the street to be moved further south. The reasoning is that with the cross streets barely off-set opposing left turning traffic will block each other. The intersection just north of 48th Street is acceptable since opposing left turns are offset in a beneficial direction. There does not appear to be vision problems regarding the grade changes and street intersections.

Storm Water. The stormwater infrastructure is located in Jersey Ridge Road. Hanlin's Creek is located along the northeasterly boundary of the development and an un-named tributary to Pheasant Creek is located along the southwesterly boundary of the development. There are two drainage easements: one along Hanlin's Creek which is 170 feet wide and the other along the drainage way in the southwest which is 115 feet wide. These two drainage easements were established with the final plat of Quint City Baptist Temple First Addition and were designed to carry the 100-year storm as determined in 2002. Neither of these drainage ways are within Federal Emergency Management Agency (FEMA) designated floodplains. Public Works has indicated that it is the owner's responsibility to remove debris from the creek. A recent inspection (a few weeks ago) saw the log jams. These types of log jams are beneficial to the creek/drainage way in that they slow the water movement thereby reducing erosion and increasing sediment control.

Sanitary Sewer. Sanitary sewer service is located along Hanlin's Creek (15-inch) to the northeast, the un-named tributary (8-inch) to the southwest and in the west side of Jersey Ridge Road (8-inch) which connects to the un-named tributary line.

Other Utilities. This is an urban area and normal utility services are available. According to information received there are no issues with respect to gas, electric or water services. Sewer and drainage easements cross the property along the drainage ways.

Emergency Services. The property is located approximately $\frac{3}{4}$ mile from Fire Station No. 8, which is located at 2802 E. 53rd Street.

Parks/Open Space. The transportation section of Davenport 2025 indicates a community requested greenway trail along Hanlin's Creek.

PUBLIC INPUT & ANALYSIS

Neighborhood meeting:

The neighborhood meeting was held Thursday July 30th. Notices were sent to the 27 owners of property within the 200 foot notice area. Approximately 18 residents/owners were in attendance. Concerns raised by the surrounding property owners were sale/rental, does low density mean low income, maintaining the tree lines, and concerns about stormwater. One owner did indicate the creek way was filling with trash and debris.

The developer indicated they sell the units and that if a subsequent owner rents the tenant is usually a quality tenant in that the starting price per unit is \$259,900. In another of his projects some of the owners are corporate entities that bring in people for longer term stays. He indicated that there is no set ratio but a mixture of attached and detached though the market is now swinging back to more single family. The developer indicated they do not allow fences in that it makes the project not part of

the neighborhood. The first phase would be the outer ring, though interest in the project is high and depends on sales. They would likely begin moving dirt this fall once the project is approved.

Public hearing & written comments:

Comments made at the public hearing centered on three issues: stormwater and the drainage way, screening and the existing tree lines, and wanting to keep the open space. Written comments also emphasize these three issues.

With respect to keeping the open space one comment was they “liked their bit of country in the city”. The operative phrase here is “in the city”. As such one should expect that open space adjacent to them, owned by a third party and not the city, to eventually develop. This site is an example of infill development, something which the Davenport 2025, the current comprehensive plan, moves toward developing rather than the leap frog of past sprawl development which strains the service capabilities of the City. This is a site with all utilities services available and within existing City service routes.

With respect to stormwater, the current City ordinance requires the volume of detention necessary to handle the 100-year rainfall. The volume of retention required is necessary to handle the first 1.25 inch of rainfall in a 24 hour event. Retention means this water does not leave the site but is infiltrated back into the ground through such best management practices as bio-swales. Also existing or native top soils are to remain or be restored in areas not covered by impervious surfaces. The retention or enhancement of natives or existing soils allows for healthier plant growth, grass and trees reducing the need for excessive fertilizer and pesticide use. Scarification of the subsoil below the top soil layer also allows better rainfall absorption.

One owner complained that the stream crossing his property has become deeper and wider over time and is eroding more of his lot. Streams want to meander and erosion/deposition is a natural function of a stream. When the Jersey Heights Addition was platted Public Works indicated their concerns with the lots along the south side of 50th Street and that this drainage ditch could be a problem. A minimum easement of 60 feet was suggested and that as platted the drainage ditch was close to homes. This open water course would likely cause erosion endangering land and structures.



From the above aerial photo the owners of the apartment units have paved into the drainage easement which increases the erosive power of run-off. Another impact of trying to control this type of channel through filling or maintaining a pristine bank is the stream will become incised (cut-downward) creating steep banks which will continue to erode/fail. Naturally vegetative stream buffers mitigate a number of these problems.

With respect to screening and tree line comments, the developer has indicated the existing tree lines will be maintained. As these tree lines are located within the rear yard areas of proposed lots this is likely to occur. The City will require protective fencing of these trees during at least the grading phase of development. One adjacent owner indicated they have lived in the area for a number of decades and has enjoyed the open view but does not want neighboring pets on his property. He has been fortunate that the neighboring property has been owned by a church, though it is my understanding that the church has been interested in selling for some time. Ample opportunity has existed for a planting screen to have been developed, even in parts so that over time it would have now reached maturity. If this were a disparate land use (such as office or other commercial) a fence of buffer screen could be warranted. It is not fair to put this burden on another residential development.

DISCUSSION

According to the concept plan, the petitioner is proposing a mixture of detached and attached single family residences though the majority would be attached single family. The development proposes a total of 66 dwelling units. While an R-2 zoning would allow for the number of units the Planned Unit Development (PUD) designation allows the attached single family units.

Density comparison:		site allows
R-1 Low Density Dwelling-----	2.18 units / acre	36.19 units
R-1 PUD-----	2.29	38.01
R-2 Low Density Dwelling-----	4.36	72.38
R-2 PUD-----	5.23	86.82

Several detail items will be handled through the subdivision process

STAFF RECOMMENDATION

Findings:

- The development is in full conformance with the comprehensive plan “RL” Residential Limited designation.
- The rezoning promotes infill development and promotes efficient city service delivery.
- Additional traffic shall not negatively impact the capacity of Jersey Ridge Road, an arterial street.

Recommendation:

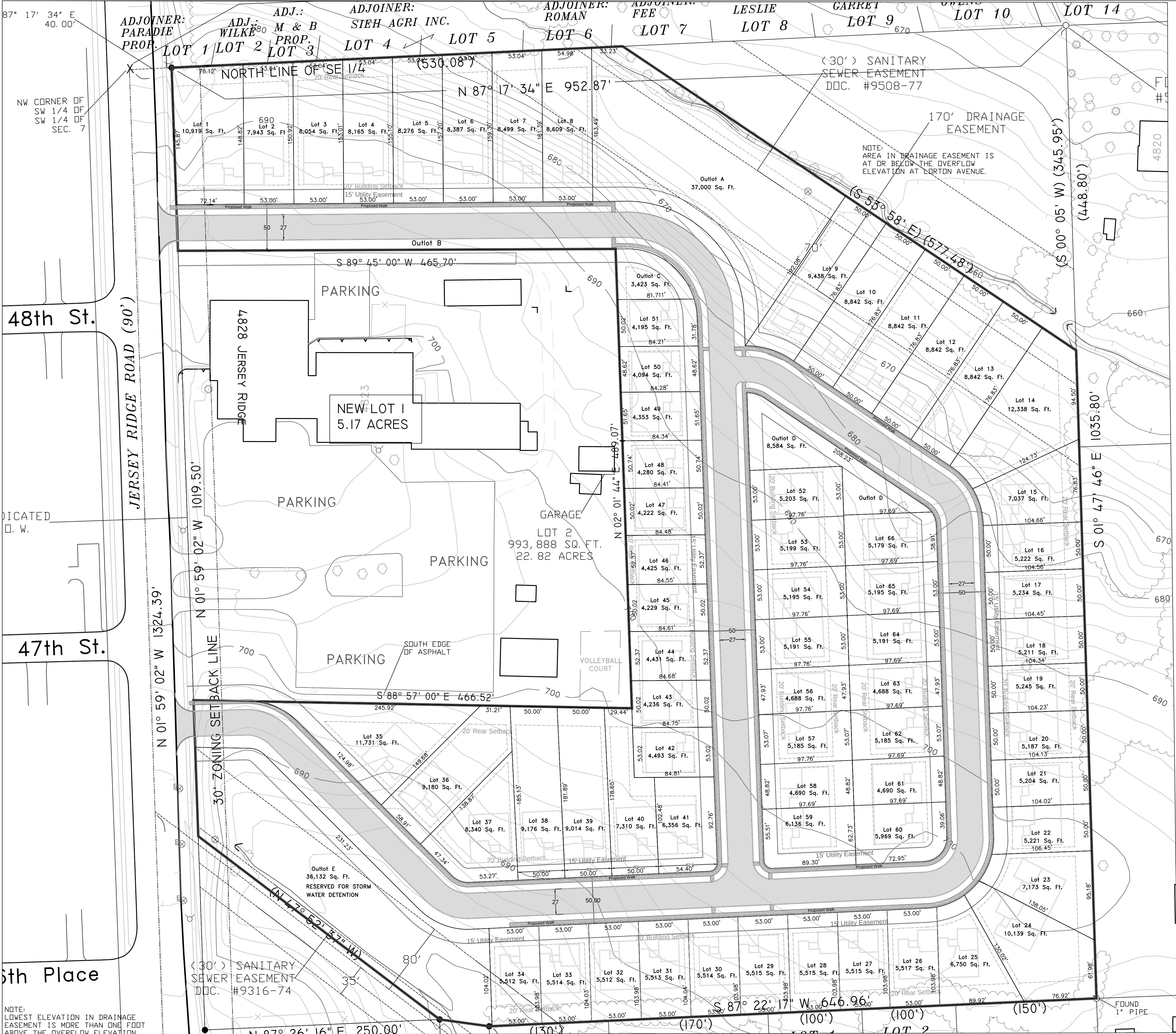
Staff recommends the Plan and Zoning Commission forward Case No. REZ15-12 to the City Council for approval subject to the following conditions:

1. The street shown to intersect Jersey Ridge Road just south of 47th Street should be realigned across from 47th Street or be moved further south to near mid-block.
2. Ownership and access rights should be shown for the un-included triangle in the northeast corner of the property.
3. Sidewalk will need to be extended along the frontage of outlots.

4. A minimum low water entry elevation (being 1-foot above the 100-year storm elevation) should be provided for any lot which abuts a drainage easement or detention area.
5. Note number 5 should more clearly state that the homeowner's association shall own and shall be responsible for maintenance of all outlots and all detention basins.
6. As a minimum the utility easement described in note number 4 is to be 15 foot wide.
7. Grading and erosion control plans will need to be submitted and approved and permits issued prior to any site clearing or grading begins.
8. Stormwater management plans will need to be submitted and approved prior to any site clearing or grading begins.
9. A tree preservation plan, including any fencing and protective measures indicated, for the tree line along the north, east and south will need to be submitted and approved by the City Arborist prior any site clearing or grading occurring. If certain species or individual trees are in the opinion of the City Arborist needing to be removed these may be removed though replacements may be required.
10. That approval of the final plat along with associated plans shall constitute approval of the final development plan.

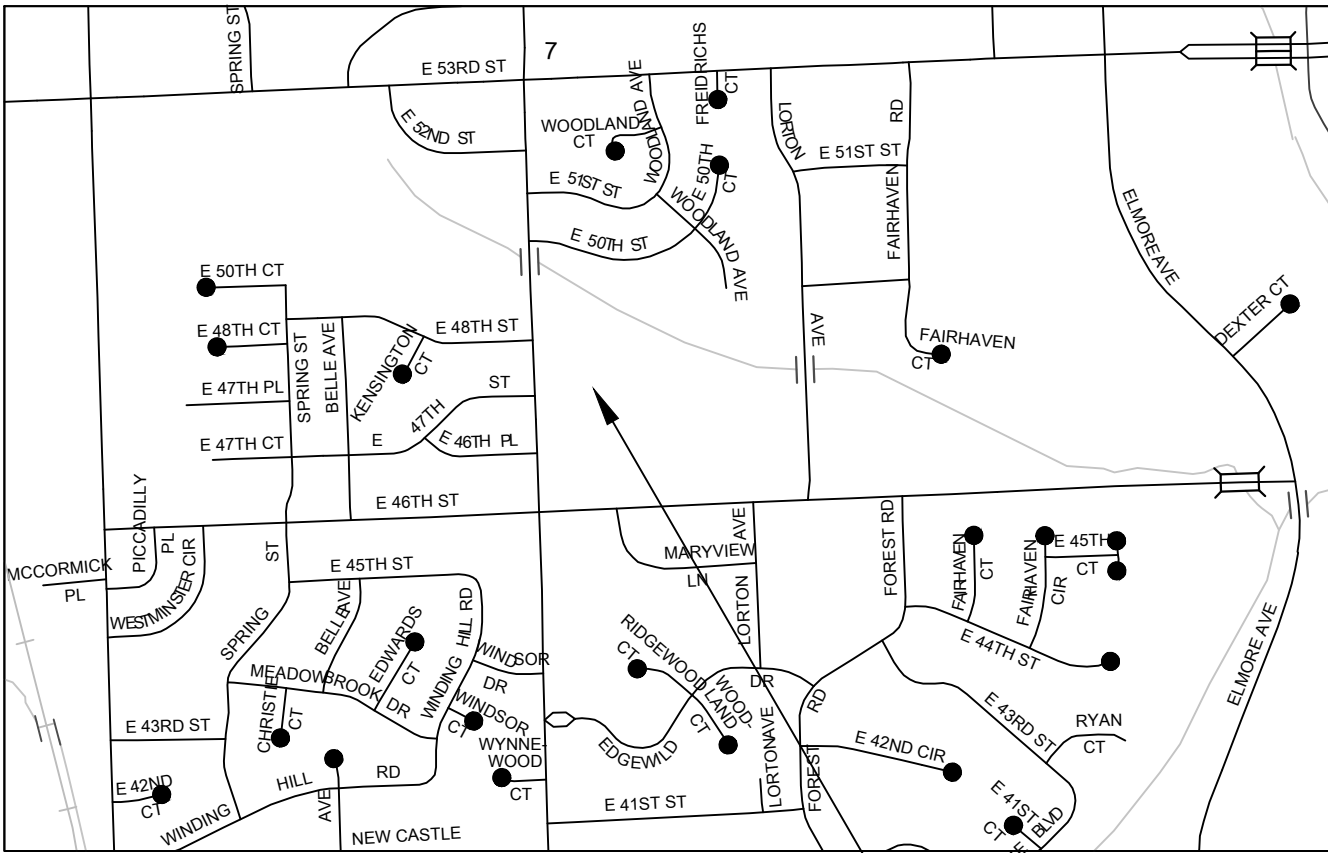
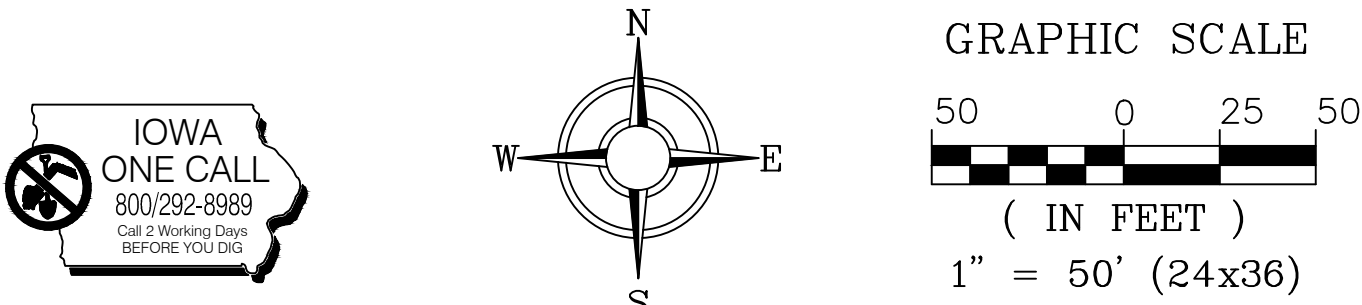
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division



PLANNED UNIT DEVELOPMENT
DIAMOND BUILDERS ADDITION

DAVENPORT, IOWA



LOCATION MAP – NOT TO SCALE

LEGAL DESCRIPTION OF PROPERTY:
LOT 2 OF QUINT CITY BAPTIST TEMPLE FIRST ADDITION EXCEPT
PART TO MONTESSORI SCHOOL PER DOCUMENTS #06–32103
AND #13–29192, ALL IN THE CITY OF DAVENPORT, SCOTT
COUNTY, IOWA.

- NOTES
1. ALL STREET RIGHTS OF WAY TO BE DEDICATED TO THE CITY OF DAVENPORT.
 2. SIDEWALKS WILL BE INSTALLED ON THE FRONT OF SHOWN LOTS AT THE TIME A HOME IS PLACED ON THE LOT.
 3. ALL LOTS WILL BE CONNECTED TO THE PUBLIC WATER SUPPLY SYSTEM OF DAVENPORT, AND TO THE PUBLIC SANITARY SEWER SYSTEM OF DAVENPORT.
 4. AN UNDERGROUND UTILITY EASEMENT ACROSS THE FRONT OF ALL LOTS TO BE GRANTED TO THE CITY OF DAVENPORT, IOWA AND TO OTHER PUBLIC UTILITY COMPANIES
 5. BLANKET UNDERGROUND EASEMENTS GRANTED TO RESPECTIVE UTILITY COMPANY FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED. BLANKET EASEMENTS FOR STREET LIGHTING WITHIN THE SUBDIVISION.
 6. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF DAVENPORT STANDARD SPECIFICATIONS.
 7. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEROF.
 8. IT WILL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION TO MAINTAIN THE STORM WATER DETENTION BASINS WITHIN THE SUBDIVISION BOUNDARIES THROUGH EASEMENTS AND/OR OUTLOTS GRANTED TO THE HOMEOWNER'S ASSOCIATION.
 9. NO HOME ON THESE LOTS SHALL DISCHARGE SUMP PUMP WATER ONTO CITY STREETS.
 10. SUBDIVISION CURRENTLY ZONED R-1, SHALL BE PLANNED UNIT DEVELOPMENTS WITH BUILDING SETBACKS AS SHOWN ON PLAT, SIDEYARDS SHALL BE SETBACK 5 FEET.

1. Area of Subdivision-
Total: 14.899 Acres +/-
Lots 1-66: 11.709 Acres +/-
R.O.W.: 3.190 Acres +/-
3. Surveyor:
Larry Lindemann
1011 South Elsie
Davenport, Iowa 52802
Ph: (563) 340-5880

2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Christopher R. Townsend, P.E. License number: 14864
My license renewal date is December 31, 2016
Pages or Sheets covered by this seal: 1



DATE: 07/15/2015
TE PROJECT NO: 563
386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KRZ
CHECKED BY: CRT
DRAWING LOCATION
C:\S drive\DIABLD\Jersey Ridge.dwg

REVISIONS:		
NO.	DESCRIPTION	DATE

PROJECT 4814 Jersey Ridge
Subdivision Concept
Planned Unit Development
Davenport, Iowa

DEVELOPER DIAMOND BUILDERS
6711 Double Eagle Drive
Davenport, Iowa 52804

SHEET NO.
1 OF 1

[illegible]

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WE APPROVE THE PLASTER WORK
 WE UNDERSTAND THAT TO INSTALL A
 COVER WILL BE DONE ONCE APPROVED

DATE: _____ TIME: _____

SIGNATURE: _____

Customer's Name: _____

Don't like it? Refund!

☐ Crystal's Speed and service best service for
 the money. I will be called for
 everything possible just to be sure of home.

PLEASE SIGN
AND RETURN
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TO AMWOOD

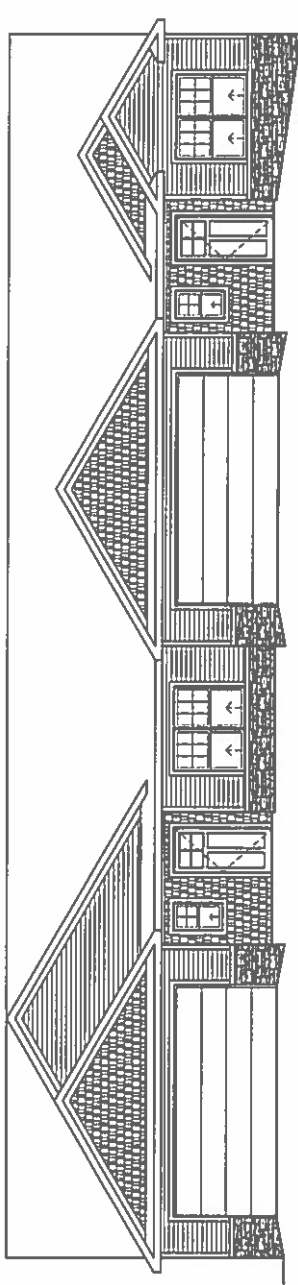
TITLE		Cust. No.		Date	
DIAMOND BUILDERS OF THE CO., INC./ VILLA OF JERSEY		8836		8/28	
CODE		F.A. No.		Job No.	
87		8828		100-505	
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ARMWOOD 1400 S. 10TH ST. • SUITE 100 • JERSEY CITY, NJ 07310 TEL: 201-734-1000 • FAX: 201-734-1001 WWW.ARMWOODNJ.COM		DISCLAIMER This drawing is the property of Armwood Builders, Inc. and is not to be used for any other project without the written consent of Armwood Builders, Inc. All dimensions and details are subject to change without notice. The client is responsible for obtaining all necessary permits and approvals.		PROJECT INFORMATION PROJECT NO. 1000 PROJECT NAME 1000 PROJECT ADDRESS 1000 PROJECT CITY 1000 PROJECT STATE 1000 PROJECT ZIP 1000 PROJECT DATE 1000		CLIENT INFORMATION CLIENT NAME 1000 CLIENT ADDRESS 1000 CLIENT CITY 1000 CLIENT STATE 1000 CLIENT ZIP 1000 CLIENT PHONE 1000 CLIENT FAX 1000 CLIENT EMAIL 1000	
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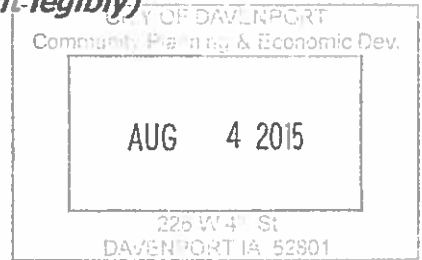
The undersigned opposes / does not oppose (circle one) Petition of Diamond Builders-TW Development (REZ15-11)

Comments: 1) No plans have been expressed regarding new, excessive runoff to the North of the property. The existing creek cannot handle storm runoff now, flooding frequently?
2) I don't believe the builder is aware of large concrete fill on the North side or the fact that water is close to the surface on parts of the property.

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME Ronald Roman
ADDRESS 2517 E. 50th Street
DATE 8/4/2015
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



(detach here)

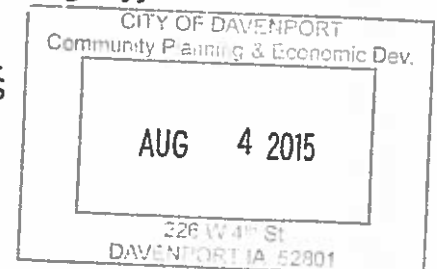
The undersigned opposes / does not oppose (circle one) Petition of Diamond Builders-TW Development (REZ15-11)

Comments: I'm concerned about the change in topography and of the neighborhood

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME Ronald L. Brune
ADDRESS 2506 E. 46th St, Dav IA
DATE Aug 3rd, 2015 52807
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



To whom it may concern:

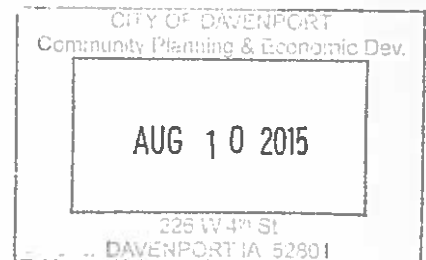
I am opposed to the rezoning of 4823 Jersey Ridge Road from an R-1 to an R-2 Dwelling district for a number of reasons. First, there are already several recently rezoned areas in our area. These greenspaces have become medical facilities, a Toyota dealership, and housing developments similar to what is being proposed for our neighborhood. This "progress" has affected individuals and infrastructure. I was raised on Staten Island, New York. I visited 'the Island' this summer to find that it has changed dramatically and is becoming a mini-version of Brooklyn. Every square inch is being developed and being an Island there is no urban sprawl. Soon I was homesick for Iowa and the open spaces especially the one behind our lot. I have seen firsthand what development for its own sake has done to my hometown. I think that city planning should allow for some greenspace and that not all commercial development is progress. We cannot go back to the way things were but we can keep some open spaces intact. One of those open spaces is the lot behind my home.

We would like to enjoy the lot and its habitat for many native animals and plants for years to come.

Sincerely,

Lynn Boelger Bloom
Lynn Boelger Bloom

2542 E. 46th St
Davenport, Iowa 52807
563-210-8456



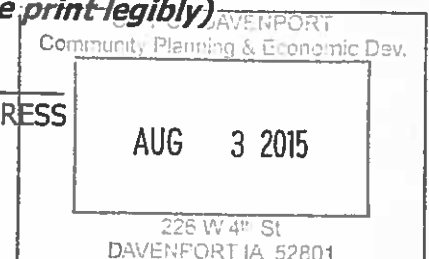
The undersigned opposes (detach here) **does not oppose** (circle one) Petition of Diamond Builders-TW Development (REZ15-11)

Comments: We do not want our neighborhood to change this way. We will not accept this at all

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME Lynn Boelger and Leroy Bloom
ADDRESS 2542 E. 46th Street, DAVIA
DATE August 3, 2015
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



(detach here)
The undersigned ²⁷ opposes / does not oppose (circle one) Petition of Diamond Builders-TW Development (REZ15-11)

CONCERN: Comments: Sensitive to Residential ENCROACHMENT ON the Neighborhood

SENSITIVE to mandate that PROPERTY OWNER is RESPONSIBLE to PAY 1/2 (center of the creek) the cost to "clean" the creek. The undersigned owns over 500' of creek border line.

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME JIMMIE L. LIVERMORE
ADDRESS 4821 Woodland Avenue
DATE 08.04.2015 Davenport Iowa 52807.1252
(please print legibly)

Jimmie Livermore

(detach here)
The undersigned opposes / does not oppose (circle one) Petition of Diamond Builders-TW Development (REZ15-11) *atmtg*

Comments: I do oppose the proposal But there again it is much better than a bunch of condos. We as neighbors will desire it not. Just as long as my property isn't taken to be a dog run on a play area, everything will be fine. I think anyone who owns approx 300' of property facing this project would be opposed to it.

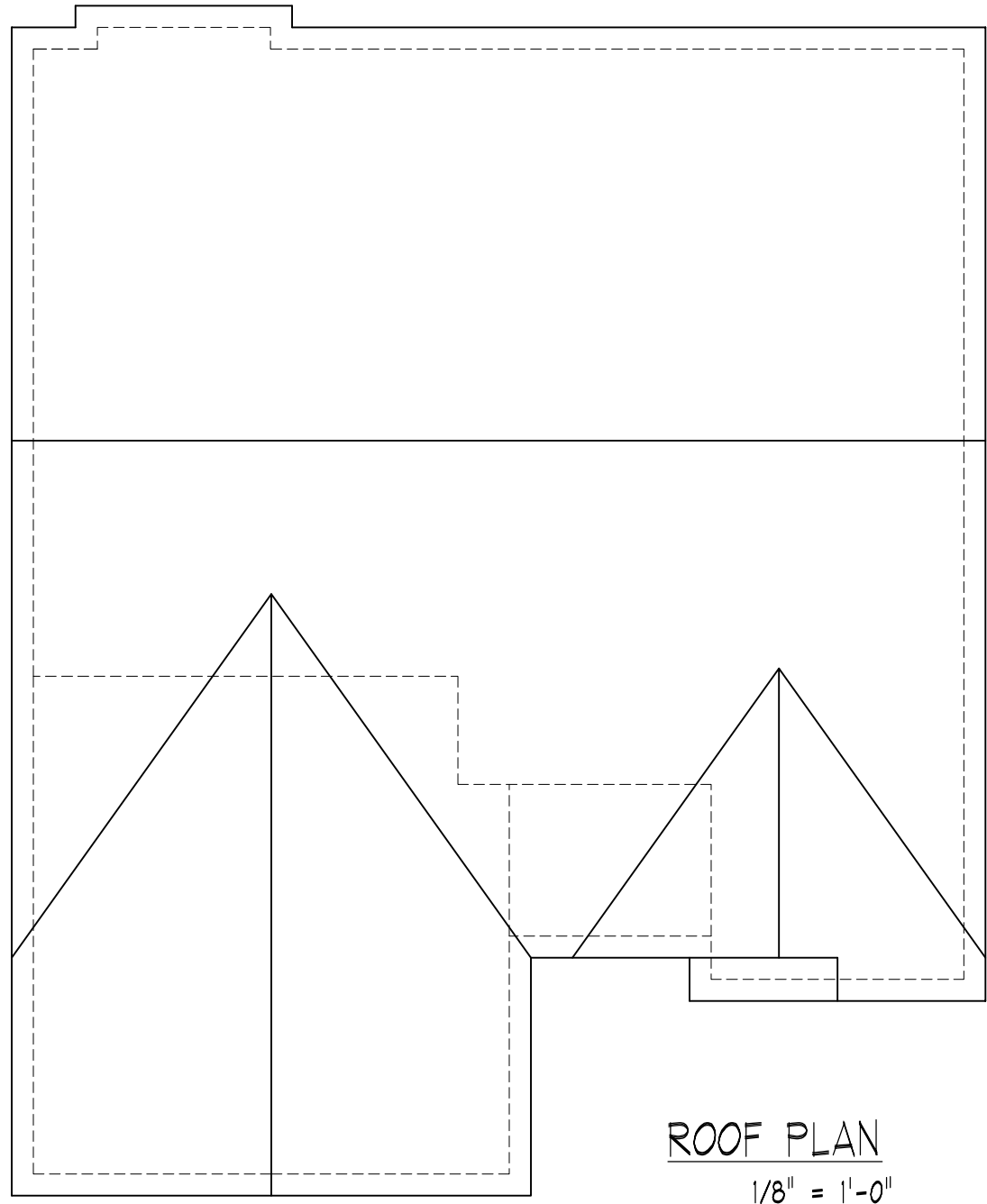
Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME ROLAND E NELSON
ADDRESS 2625 E 46TH ST.
DATE 2-8-15

(please print legibly) OF DAVENPORT
Community Planning & Economic Dev.

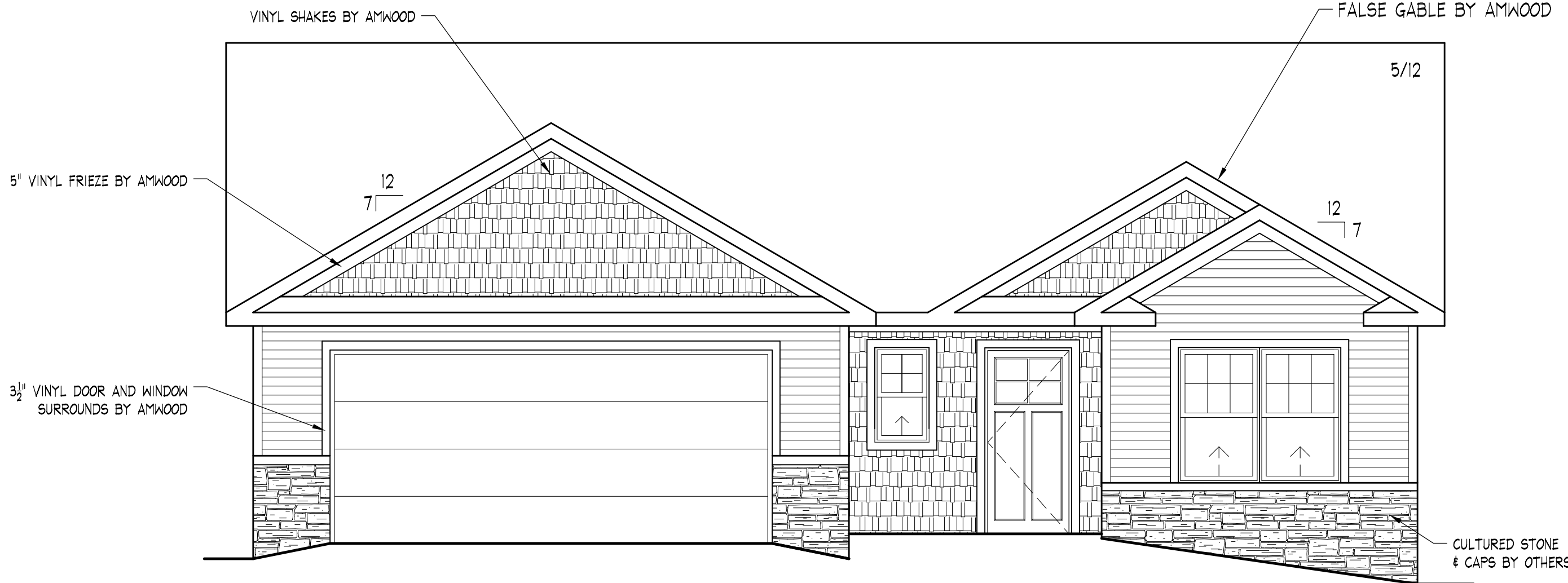
ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

AUG 4 2015
226 W 4th St
DAVENPORT IA 52801

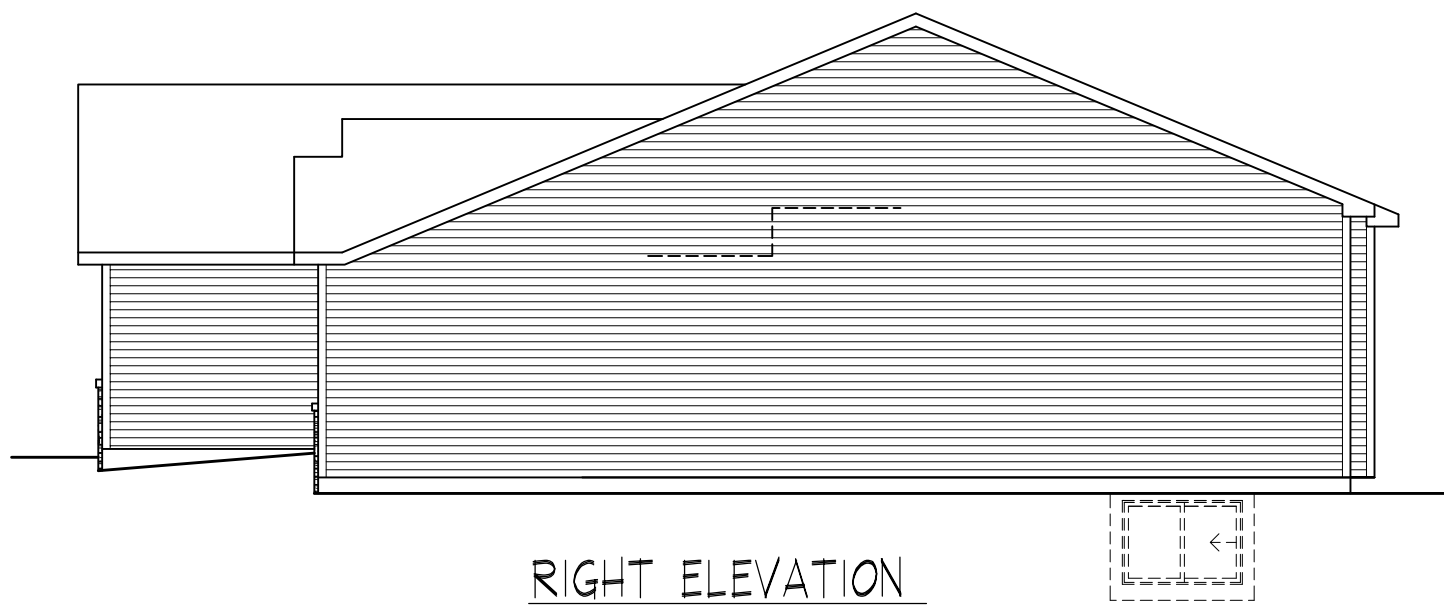


ROOF PLAN
1/8" = 1'-0"

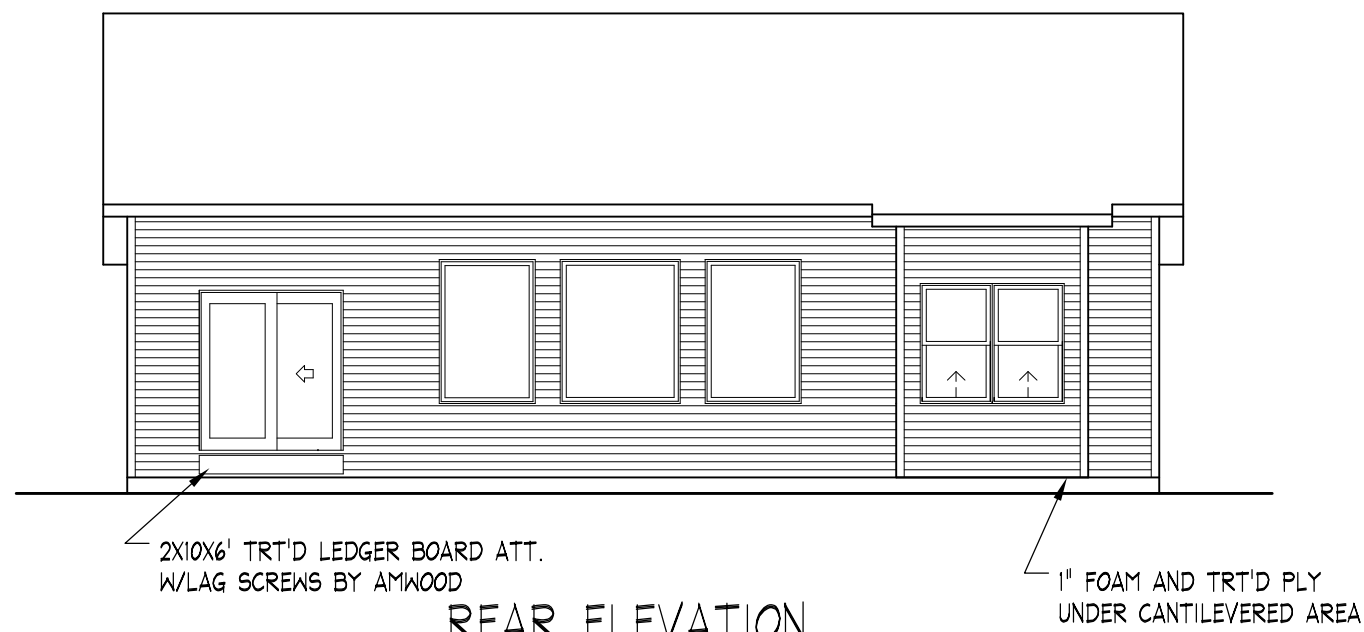
PITCH - OVERHANG - HEEL				
5/12	-	12	-	7"
7/12	-	12	-	6 7/16" @ GARAGE
TRUSS SCREWS				



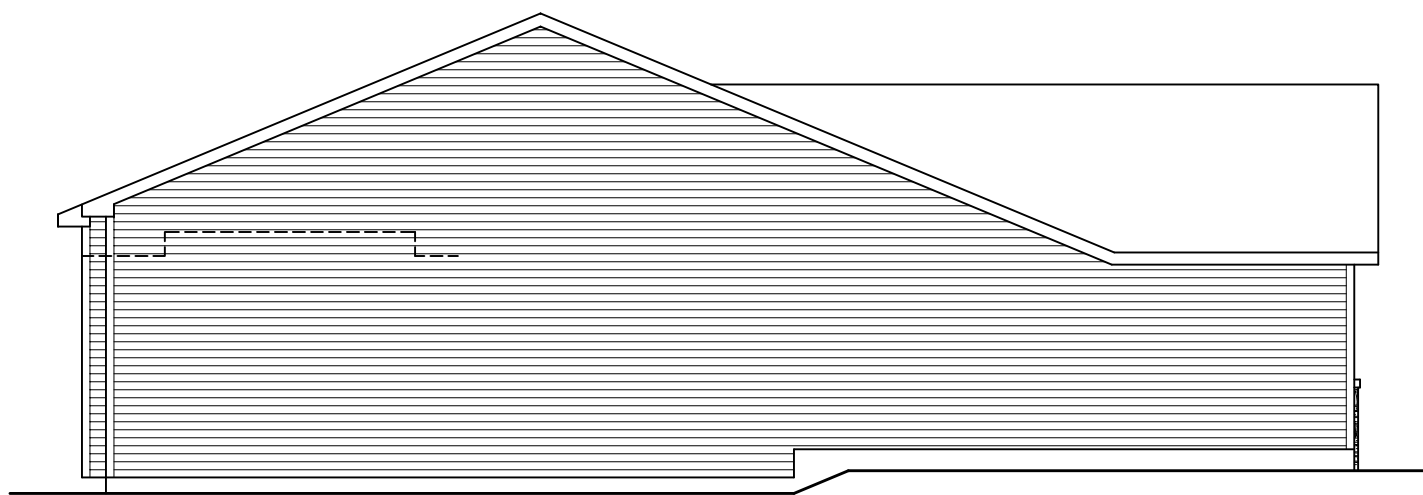
FRONT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/8" = 1'-0"



REAR ELEVATION
1/8" = 1'-0"



LEFT ELEVATION
1/8" = 1'-0"

1st FLOOR HOUSE VENTILATION CALCULATIONS			
AREA IN SQUARE INCHES OF UPPER ROOF VENTING	AREA	1589 SQ. FT.	381 SQ. IN.
RIDGE/VENT REQUIRED @ 11 SQ. IN. OF VENTING PER FOOT	35 FEET		
RIDGE LENGTH TOTAL	57 FEET		
OR			
RIDGE POTS REQUIRED @ 50 SQ. IN. OF VENTING PER POT	8 COUNT		
GARAGE VENTILATION CALCULATIONS			
AREA IN SQUARE INCHES OF UPPER ROOF VENTING	AREA	515 SQ. FT.	124 SQ. IN.
RIDGE/VENT REQUIRED @ 11 SQ. IN. OF VENTING PER FOOT	11 FEET		
RIDGE LENGTH TOTAL	27 FEET		
OR			
RIDGE POTS REQUIRED @ 50 SQ. IN. OF VENTING PER POT	2 COUNT		

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TITLE: DAYMOND BUILDERS OF THE QC, INC. / VILLA OF JERSEY			
CODE	BY	DATE	DATE
Plan / Custom	JAD	7/6/15	
Revision			
Revision			
Revision			

Cust. No.	8835
F.O. No.	8808
Job No.	MQC-505

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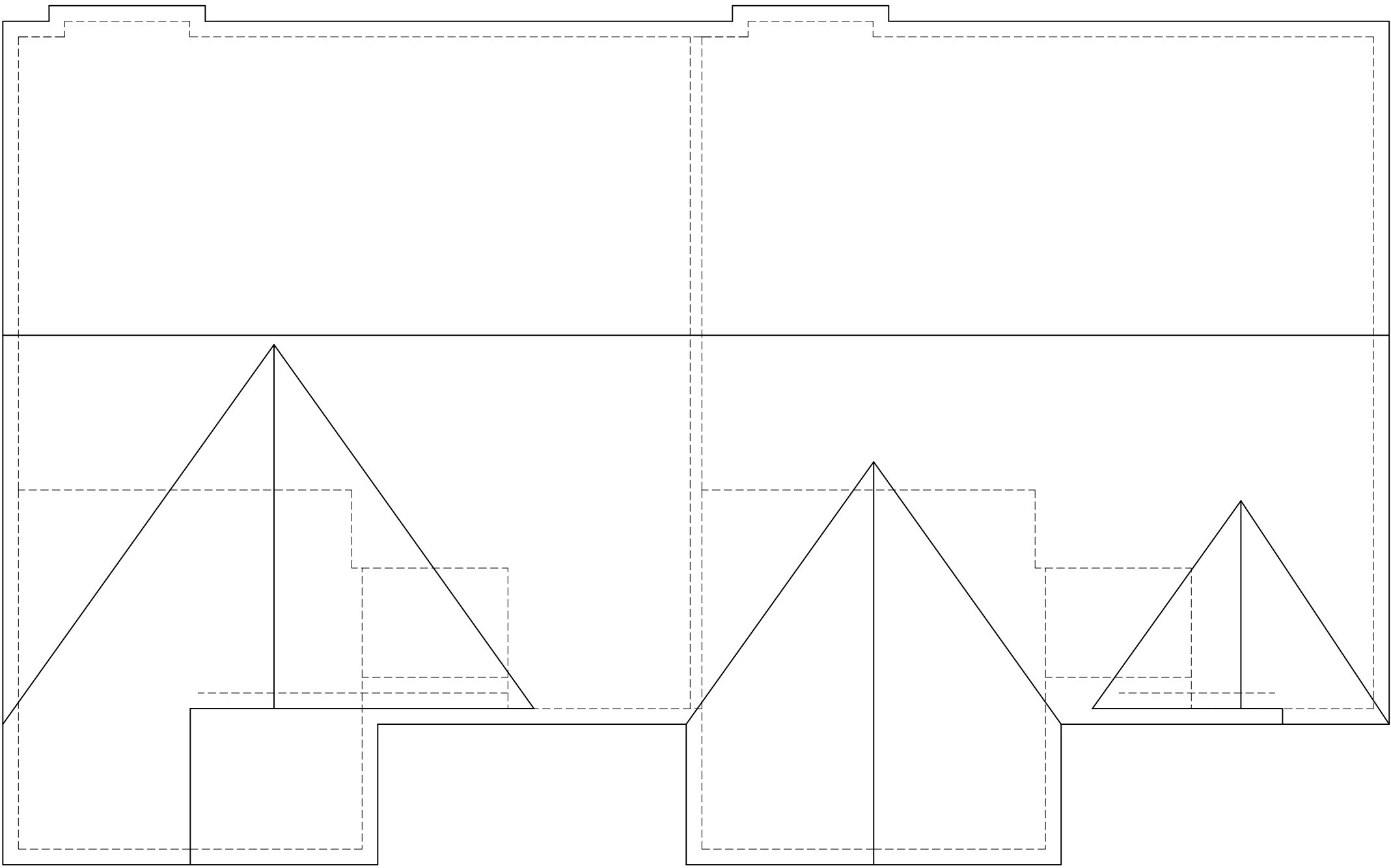
CUSTOMER APPROVAL

WE APPROVE THIS PLAN AS SHOWN,
AND UNDERSTAND THAT NO STRUCTURAL
CHANGES WILL BE MADE ONCE APPROVED.

SIGNED: _____ DATE: _____
Customer's Signature

☐ Check Below if Applicable
Certified signed and sealed truss drawings for
the state of _____ will be required for
permitting purposes prior to shipment of home.

ELEVATIONS



ROOF LAYOUT
1/8" = 1'-0"

CUSTOMER APPROVAL

WE APPROVE THIS PLAN AS SHOWN,
AND UNDERSTAND THAT NO STRUCTURAL
CHANGES WILL BE MADE ONCE APPROVED.

SIGNED: _____ DATE: _____
Customer's Signature

Check Below if Applicable
☐ Certified signed and sealed truss drawings for
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PLEASE SIGN
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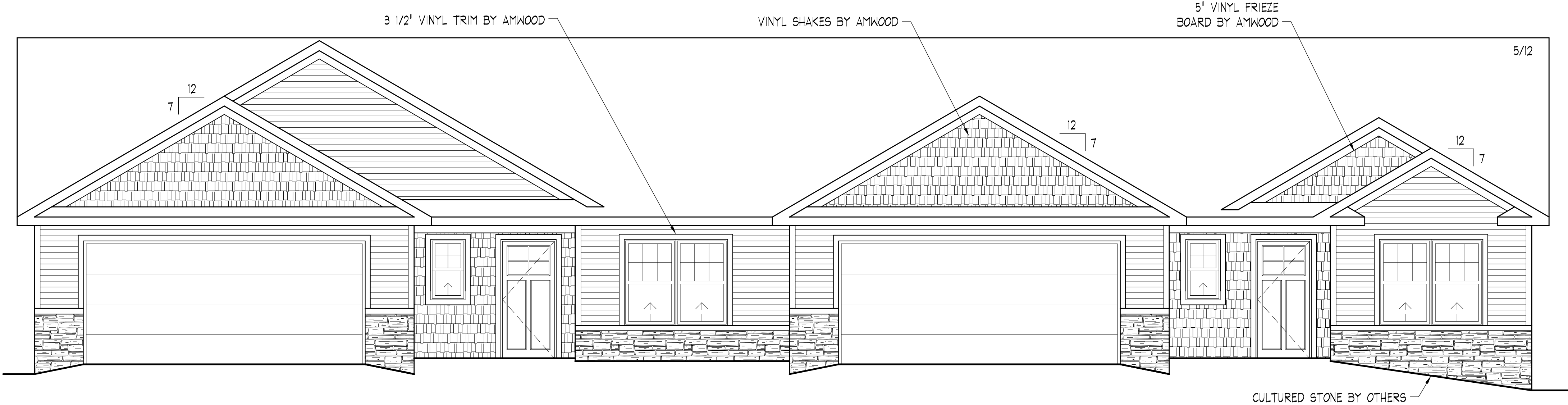
1st FLOOR HOUSE VENTILATION CALCULATIONS

AREA	3253	SQ. FT.
AREA IN SQUARE INCHES OF UPPER ROOF VENTING	781	SQ. IN.
RIDGEVENT REQUIRED @ 11 SQ. IN. OF VENTING PER FOOT	71	FEET
RIDGE LENGTH TOTAL	99	FEET
OR		
RIDGE POTS REQUIRED @ 50 SQ.IN. OF VENTING PER POT	16	COUNT

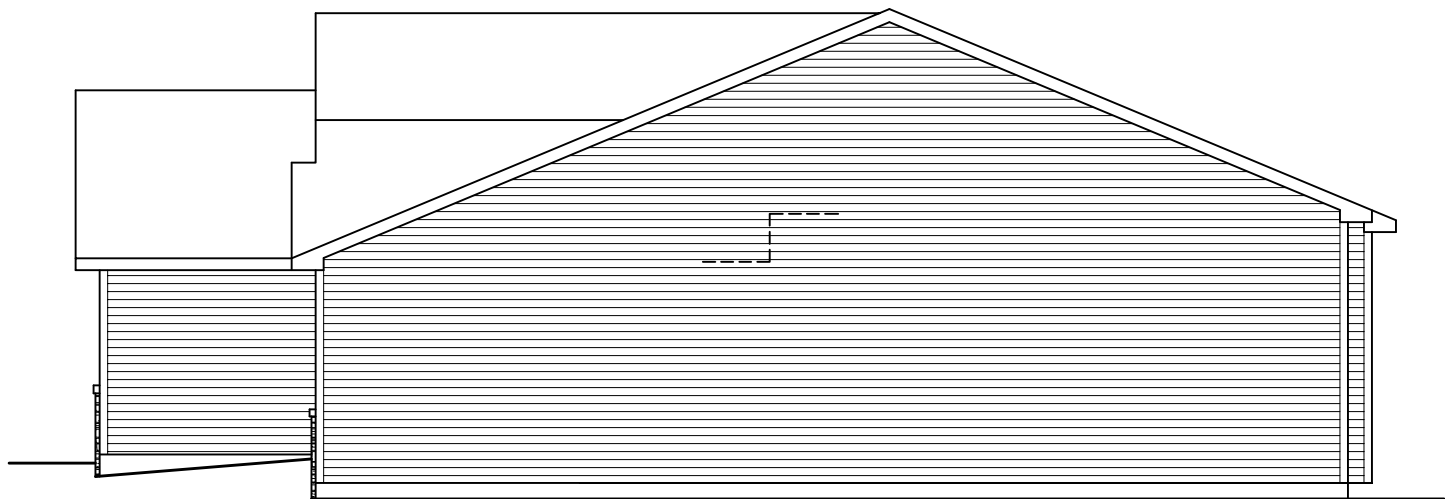
GARAGE VENTILATION CALCULATIONS

AREA	1039	SQ. FT.
AREA IN SQUARE INCHES OF UPPER ROOF VENTING	249	SQ. IN.
RIDGEVENT REQUIRED @ 11 SQ. IN. OF VENTING PER FOOT	23	FEET
RIDGE LENGTH TOTAL	56	FEET
OR		
RIDGE POTS REQUIRED @ 50 SQ.IN. OF VENTING PER POT	5	COUNT

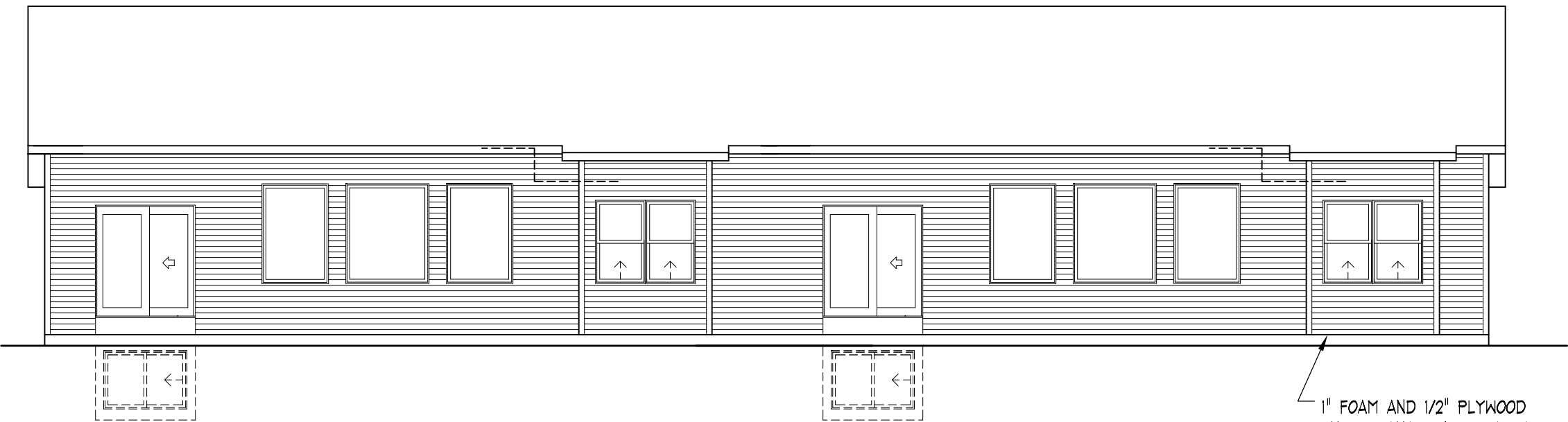
	PITCH	-	OVERHANG	-	HEEL
5/12	-	12	-	7"	
7/12	-	12	-	6 7/16" @ GARAGE	
TRUSS SCREWS					



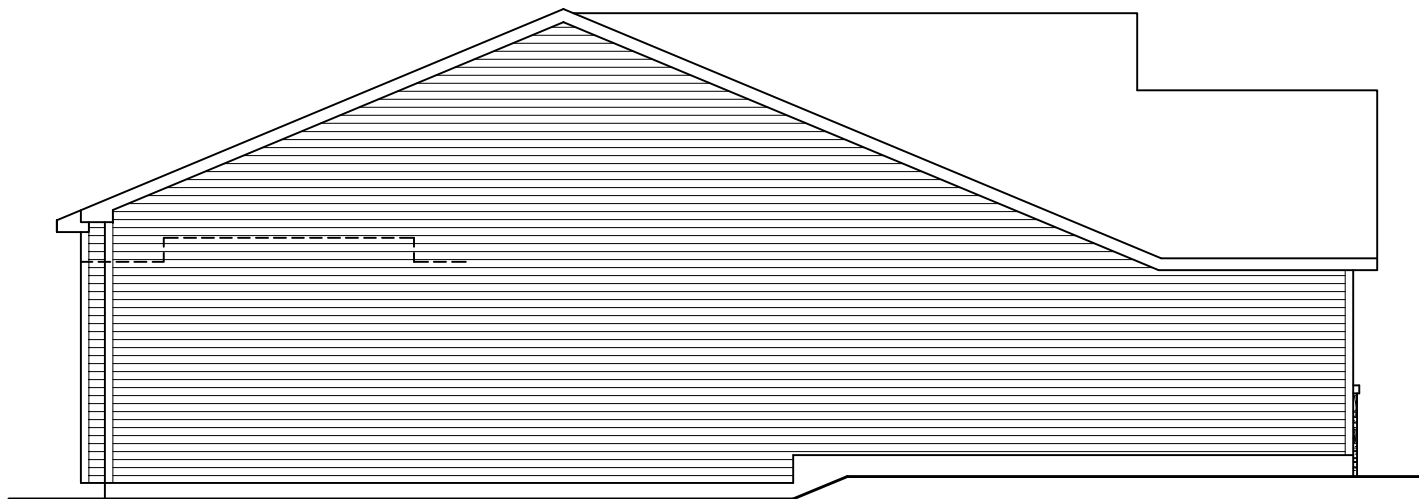
FRONT ELEVATION
1/4" = 1'-0"



RIGHT ELEVATION
1/8" = 1'-0"

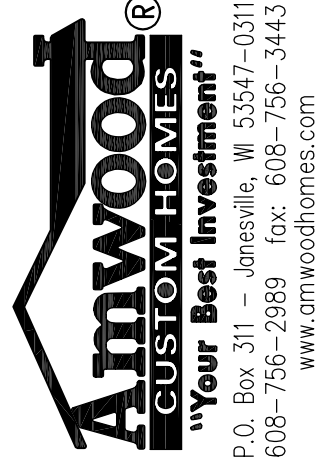


REAR ELEVATION
1/8" = 1'-0"



LEFT ELEVATION
1/8" = 1'-0"

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TITLE: DAYOND BUILDERS OF THE QC, INC. / V OF J DUPLEX			
CODE	BY	DATE	DATE
Plan / Custom	JAD		8/5/15
Revision			
Revision			
Revision			

Cust. No.	8853
F.O. No.	8826
Job No.	MQC-508

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ELEVATIONS

City of Davenport

Agenda Group: Committee of the Whole
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 8th

Action / Date
COW9/16/2015

Subject:

Second Consideration: Ordinance for Case No. REZ15-13, being the petition of Eric Wessels on behalf of Garner Independent, LP for a “PDD” Planned Development District Land Use Plan Amendment on 6.91 acres (more or less) of property located at 1531 and 1545 West 53rd Street. The purpose of the Land Use Plan Amendment is to allow for additional residential units. [8th Ward]

Recommendation:

Plan and Zoning Commission Findings:

1. The proposed development would achieve consistency with the subject property’s Davenport 2025 Commercial Neighborhood Proposed Land Use Designation; and
2. The design of the building and site with the recommended conditions would mitigate any potential negative impacts to the single-family residential properties to the south.

The Plan and Zoning Commission accepted the listed findings and forwards case REZ15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That all building mounted and parking lot lighting be shielded so that the emitted light source cannot be seen from the adjacent single-family residential properties to the south;
2. That the dumpsters be (re)located such that they are oriented away from the single-family residential properties to the south;
3. That a three foot high landscape berm be constructed within the required 25 foot setback along the south and southeast property lines adjacent to the proposed building;
4. That a landscape berm be planted with canopy and evergreen trees to ensure that it adequately mitigates the potential negative impacts of the proposed development with the single-family properties to the south; and
5. That a stormwater management plan for the subject property at full development which achieves consistency with the requirements of Chapter 13.34 of the Davenport City Code be submitted to, and approved by, the Natural Resources Division of Public Works. In addition, the proposed new construction be required to achieve consistency with the stormwater quality provisions of Chapter 13.34.

The Commission vote was 8-yes and 0-no with 0-abstention.

THE PROTEST RATE IS 0%.

Relationship to Goals:

Neighborhood Improvements.

Background:

The property is currently zoned “PDD” Planned Development District. The subject property was part of a large rezoning (Ordinance 86-61) encompassing 97.60 acres of property on the north and south side of West 53rd Street. The overall property was rezoned from “R-1” Low density dwelling district and “R-4” Moderate Density Dwelling District to “R-4 PUD” Moderate Density

Dwelling District Planned Unit Development and “C-3” Planned Commercial District. Ordinance 86-61 and subsequent amendments limits the subject property to 16 residential units/acre.

The City recently administratively rezoned all properties from “C-3” Planned Commercial District to “PDD” Planned Development District because the “C-3” was no longer in the Zoning Ordinance. However, all conditions associated with the “C-3” Ordinance were carried to the “PDD”.

The subject property currently contains 6.916 acres, which allows for a maximum of 110 units. Currently, the subject property contains 24 and 57 unit buildings (81 total units). The “PDD” Planned Development District Land Use Plan would allow for the construction of a 29 unit building. In 2005, a Final Development Plan was approved for a three story, 24 unit building. The petitioner desires to construct a three story, 36 unit building (117 total units), which would increase the density to 16.92 units/acre. Therefore, a “PDD” Planned Development District Land Use Plan Amendment is required.

When compared to Final Development FDP5-17, the current proposal would be larger and would be closer to the residential to the single-family residential properties to the south. There is a 6 foot high wood fence along the subject property adjacent to the single family residential property to the south. The driveway would be set back a minimum of 25 feet from the property line. This would allow sufficient space for a landscape berm with canopy and evergreen tree plantings.

It appears that the existing stormwater detention area was sized to accommodate the existing and proposed development. Construction plans would be administratively reviewed to ensure consistency with Chapter 13.34 of the Davenport City Code, entitled “stormwater management”. It is unclear if the stormwater detention area would achieve consistency with all the requirements of Chapter 13.34, as amended in 2014. It is staff’s opinion that the proposed development should be subject to the stormwater quality provisions enumerated in Chapter 13.34.

ATTACHMENTS:

Type	Description
▣ Ordinance	REZ15-13 - Ordinance
▣ Backup Material	REZ15-13 - Proposed Land Use Plan
▣ Backup Material	REZ15-13 - Previously Approved Building Location Compared to Proposed Building Location
▣ Backup Material	REZ15-13 - Plan and Zoning Commission Letter
▣ Backup Material	REZ15-13 - Plan and Zoning Commission Vote Results
▣ Backup Material	REZ15-13 - Petitioner Agreement Letter

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	9/23/2015 - 11:42 AM

ORDINANCE NO.

Ordinance for Case No. REZ15-13 being the petition of Eric Wessels on behalf of Garner Independent, LP for a "PDD" Planned Development District Land Use Plan Amendment on 6.91 acres (more or less) of property located at 1531 and 1545 West 53rd Street. The purpose of the Land Use Plan Amendment is to allow for additional residential units. [8th Ward]

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

Section 1. The "PDD" Planned Development District Land Use Plan is hereby amended and adopted for the following described unit of Scott County, Iowa real estate. The property has the following legal description:

Part of the Southeast Quarter of Section 10, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Lots 1 and 2 of Garner Farms Tenth Addition Being a Replat of Lot 5 of Garner Farms Fifth Addition to the City of Davenport.

Said property contains 6.91 acres, more or less.

At its regular meeting on September 1, 2015 the City Plan and Zoning Commission forwarded Case No. REZ15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That all building mounted and parking lot lighting be shielded so that the emitted light source cannot be seen from the adjacent single-family residential properties to the south;
2. That the dumpsters be (re)located such that they are oriented away from the single-family residential properties to the south;
3. That a three foot high landscape berm be constructed within the required 25 foot setback along the south and southeast property lines adjacent to the proposed building;
4. That a landscape berm be planted with canopy and evergreen trees to ensure that it adequately mitigates the potential negative impacts of the proposed development with the single-family properties to the south; and
5. That a stormwater management plan for the subject property at full development which achieves consistency with the requirements of Chapter 13.34 of the Davenport City Code be submitted to, and approved by, the Natural Resources Division of Public Works. In addition, the proposed new construction be required to achieve consistency with the stormwater quality provisions of Chapter 13.34.

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 _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

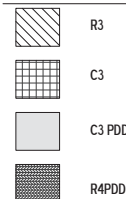
Published in the *Quad City Times* on _____

GARNER FARMS - SILVERCREST INDEPENDENT LIVING EXPANSION **BEING LOT 1 & 2 OF GARNER FARMS TENTH ADDITION TO DAVENPORT, IA**

TITLE HOLDER

GARNER INDEPENDENT LIVING, LP
11506 NICHOLAS STREET # 100
OMAHA, NE 68154
CONTACT: STEVEN HELD, SHELD@dIALREALTYCORP.COM

ZONING LEGEND



BUILDING UNIT INFORMATION

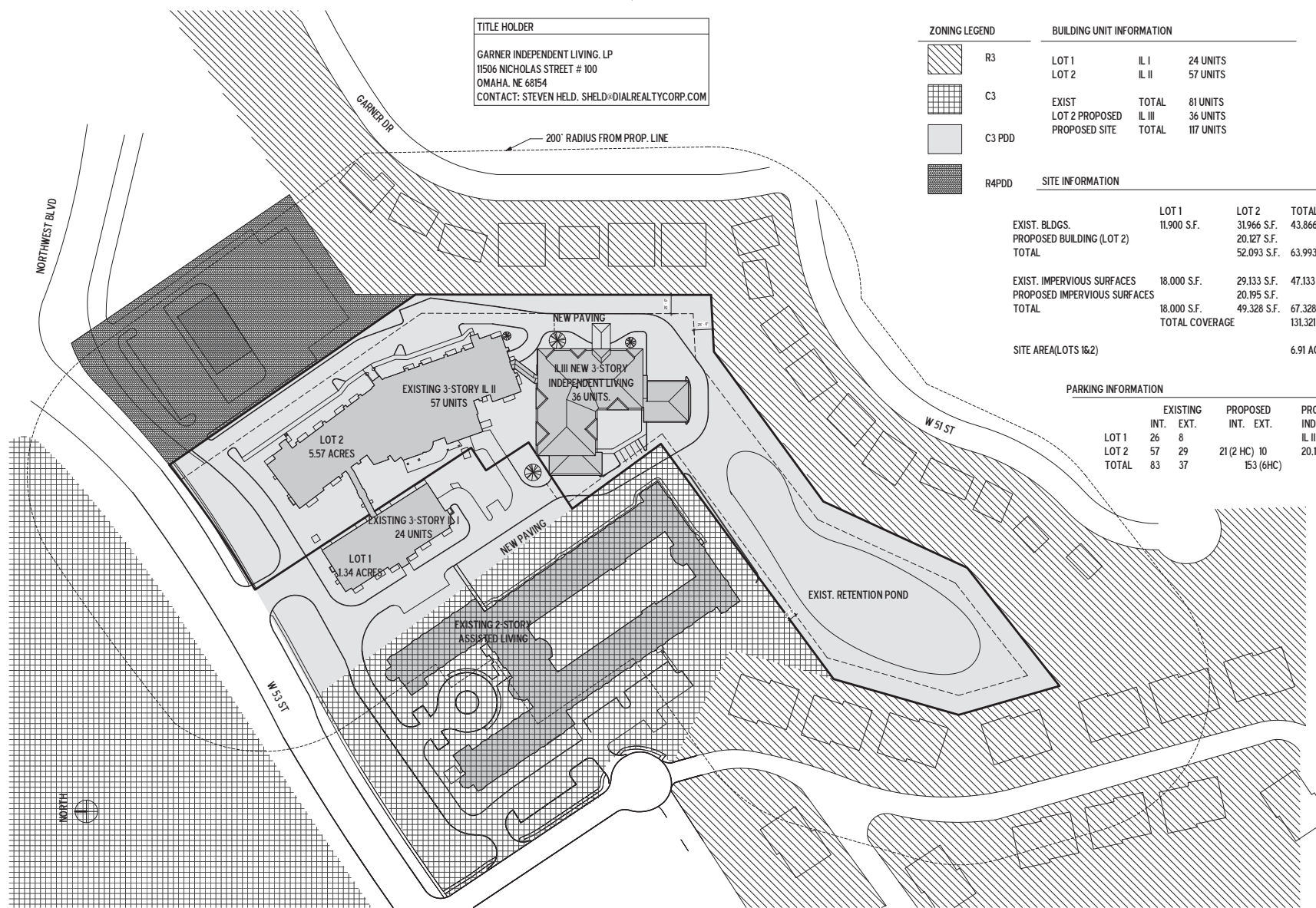
LOT 1	IL I	24 UNITS
LOT 2	IL II	57 UNITS
EXIST	TOTAL	81 UNITS
LOT 2 PROPOSED	IL III	36 UNITS
PROPOSED SITE	TOTAL	117 UNITS

R4PDD SITE INFORMATION

	LOT 1	LOT 2	TOTAL
EXIST. BLDGS.	11,900 S.F.	31,966 S.F.	43,866 S.F.
PROPOSED BUILDING (LOT 2)		20,127 S.F.	
TOTAL		52,093 S.F.	63,993 S.F. (21%)
EXIST. IMPERVIOUS SURFACES	18,000 S.F.	29,133 S.F.	47,133 S.F.
PROPOSED IMPERVIOUS SURFACES		20,195 S.F.	
TOTAL	18,000 S.F.	49,328 S.F.	67,328 S.F. (22%)
		TOTAL COVERAGE	131,321 S.F. (43%)
SITE AREA (LOTS 1&2)			6.91 ACRES-301,000 S.F.

PARKING INFORMATION

	EXISTING	PROPOSED	PROPOSED 3-STORY
	INT.	EXT.	INDEPENDENT LIVING
LOT 1	26	8	IL III - 35' HEIGHT
LOT 2	57	29	20,127 SF AREA
TOTAL	83	37	
		21 (2 HC) 10	
		153 (6HC)	



① SITE PLAN
1" = 60'-0"

ELEVATIONS



① EAST
1/16" = 1'-0"



② SOUTH
1/16" = 1'-0"



③ WEST
1/16" = 1'-0"

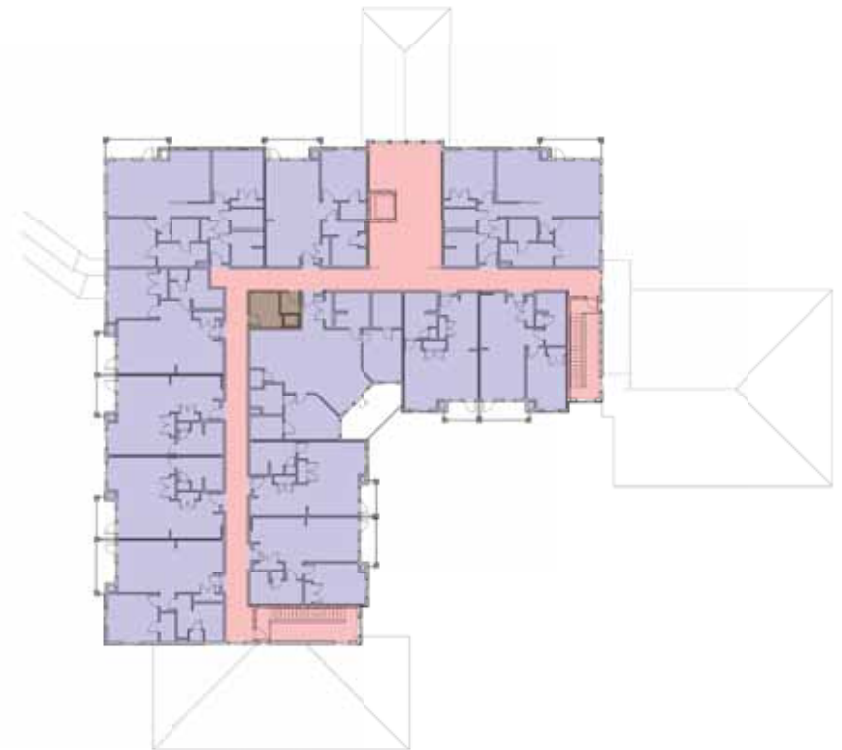


④ NORTH
1/16" = 1'-0"

- CIRCULATION
- UNITS
- STORAGE/ MECH.
- GARAGE



FIRST FLOOR



SECOND & THIRD FLOOR





Building location approved with FDP5-17 overlaid on the proposed development plan.

September 2, 2015

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

At its regular meeting of September 1, 2015, the City Plan and Zoning Commission considered Case No. REZ15-08, being the petition of Eric Wessels on behalf of Garner Independent, LP for a "PDD" Planned Development District Land Use Plan Amendment on 6.91 acres (more or less) of property located at 1531 and 1545 West 53rd Street. The purpose of the Land Use Plan Amendment is to allow for additional residential units.

Plan and Zoning Commission Findings:

1. The proposed development would achieve consistency with the subject property's *Davenport 2025 Commercial Neighborhood Proposed Land Use Designation*; and
2. The design of the building and site with the recommended conditions would mitigate any potential negative impacts to the single-family residential properties to the south.

Plan and Zoning Commission recommendation:

The Plan and Zoning Commission accepted the listed findings and forwards case REZ15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That all building mounted and parking lot lighting be shielded so that the emitted light source cannot be seen from the adjacent single-family residential properties to the south;
2. That the dumpsters be (re)located such that they are oriented away from the single-family residential properties to the south;
3. That a three foot high landscape berm be constructed within the required 25 foot setback along the south and southeast property lines adjacent to the proposed building;
4. That a landscape berm be planted with canopy and evergreen trees to ensure that it adequately mitigates the potential negative impacts of the proposed development with the single-family properties to the south; and
5. That a stormwater management plan for the subject property at full development which achieves consistency with the requirements of Chapter 13.34 of the Davenport City Code be submitted to, and approved by, the Natural Resources Division of Public Works. In addition, the proposed new construction be required to achieve consistency with the stormwater quality provisions of Chapter 13.34.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

APPROVED									
Name:	Roll Call	REZ15-13 Wessels obo Garner Independent LP	FDP15-04 Wessels obo Garner Independent LP	F15-15 Villas at Pheasant Creek	ED15-03 Hilltop SSMID Extension				
Connell	EX								
D'Autremont	P	Y	Y	Y	Y				
Elgatian	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	EX								
Maness	P	Y	Y	Y	Y				
Martin	P	Y	Y	Y	Y				
Martinez	P	Y	Y	Y	Y				
Tallman	P	Y	Y	Y	Y				
		8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN				



S B & A
ARCHITECTS

1421 South Bell Avenue
Suite 101
Ames, Iowa 50010
tel 515.232.8447
fax 515.232.9521

September 3, 2015

Honorable Mayor and City Council
City Hall
Davenport, Iowa 52801

Honorable Mayor and City Council:

The undersigned, Eric Wessels, AIA, with SBA Architects., as petitioner for case *REZ15-13* does hereby agree and accept the Plan and Zoning Commission's following recommended conditions to the City Council:

1. That all building mounted and parking lot lighting be shielded so that the emitted light source cannot be seen from the adjacent single-family residential properties to the south;
2. That the dumpsters be (re)located such that they are oriented away from the single-family residential properties to the south;
3. That a three foot high landscape berm be constructed within the required 25 foot setback along the south and southeast property lines adjacent to the proposed building; and
4. That a landscape berm be planted with canopy and evergreen trees to ensure that it adequately mitigates the potential negative impacts of the proposed development with the single-family properties to the south; and
5. That a stormwater management plan for the subject property at full development which achieves consistency with the requirements of Chapter 13.34 of the Davenport City Code be submitted to, and approved by, the Natural Resources Division of Public Works. In addition, the proposed new construction be required to achieve consistency with the stormwater quality provisions of Chapter 13.34.

This agreement is pursuant to Chapter 414.5, of the Code of Iowa.

By: 
Eric Wessels, AIA (Project Manager with SBA Architects)

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 4th

Action / Date
CD10/7/2015

Subject:

First Consideration: Ordinance for Case No. ROW15-06 being the proposed Right-of-Way vacation of 6160 square feet of unimproved Pleasant Street immediately east of Clark Street. [Ward 4]

Recommendation:

The Plan and Zoning Commission recommends the proposed Right-of-Way vacation be approved without condition (Vote: 9-0 in favor)

Relationship to Goals:

Neighborhood Improvement

Background:

The west 68 feet of the right-of-way was platted as part of Harter's First Addition in 1960. The easterly 55 feet of the right-of-way was platted in 1964 as part of Ramirez First Addition. The intent was apparently to extend Pleasant Street further east as it existed further to the east. Also of note was the Commission letter indicating that the street was required for the new lots to meet the minimum depth requirement of 100 feet. Elimination of the right-of-way would make the two lots along Clark Street on either side of the right-of-way of Pleasant non-conforming with respect to lot depth (in the east-west dimension). The vacation would also land-lock two lots of Ramirez First Addition though all three lots are owned by the same person and could be tied together through the Assessor's office.

It is not likely the right-of-way would be extended further east through the commercial area. The proposed vacation is supported by adjoining property owners.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance
▣ Backup Material	P&Z Staff Report Plus Attachments
▣ Backup Material	Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:28 AM
Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:28 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 11:34 AM

ORDINANCE NO.

AN ORDINANCE for Case No. ROW15-06: Request of the City of Davenport for the vacation (abandonment) of 6,160 square feet of platted but undeveloped public right-of-way known as West Pleasant Street located just east of Clark Street between Locust and Laurel Streets. City of Davenport, petitioner. [4th Ward]

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 vacated (abandoned). The property has the following legal description:

Part of the Southeast Quarter of the Southwest Quarter of Section 21, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Beginning in the Northwest Corner of Lot 2 of Harter's First Addition to the City of Davenport, said corner being a point in the East Line of Clark Street as it currently exists; thence Easterly 123.44 feet, more or less along the North Line of Lot 2 of said Harter's First Addition and Lot 2 of Ramirez 1st Addition to the City of Davenport, to a point in the Northeast Corner of Lot 2 of said Ramirez 1st Addition; thence North 01 degree-15'-00" East a distance of 52.42 feet, more or less, along the East Line of said Ramirez 1st Addition to the southeast corner of Lot 1 of said Ramirez 1st Addition; thence Westerly 54.75 feet, more or less, along the South Line of said Lot 1 to a point in the Southwest Corner of said Lot 1; thence continuing Westerly 67.93 feet, more or less, along a curve concave Southerly with a radius of 392.14 feet to a point on the East Line of said Clark Street; thence South 01 degrees-15'-00" West along the East Line of Clark Street a distance of 50.02 feet, more or less, to the point of beginning.

Said property contains 6,160 square feet, more or less.

The City Plan and Zoning Commission forwarded Case ROW15-06 to the City Council with a recommendation for approval without conditions.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



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

PLAN AND ZONING COMMISSION

Meeting Date: September 15, 2015
Request: Right of Way Vacation
Location: West Pleasant Street east of Clarke Street
Case No.: ROW15-06
Applicant: City of Davenport

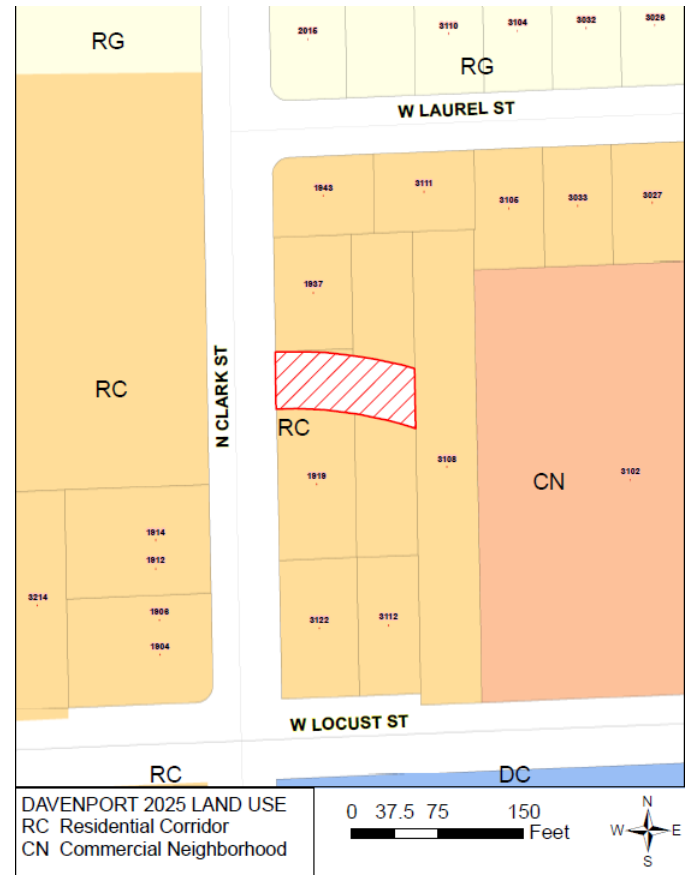
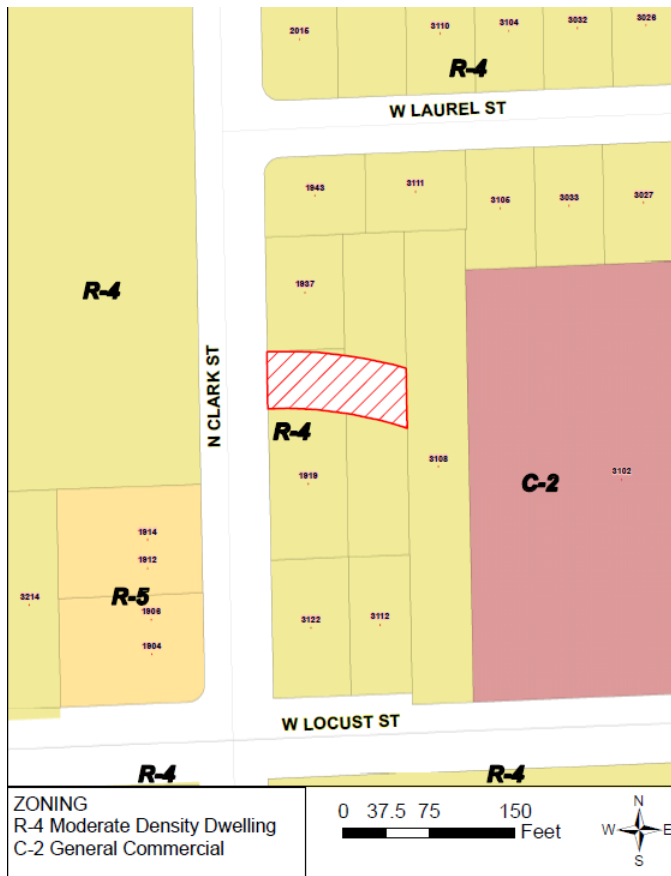
Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case ROW15-06 to the City Council with a recommendation for approval.

Introduction:

This is a request to vacate a platted but undeveloped portion of the West Pleasant Street located east of Clark Street between Locust and Laurel Streets.





Background:

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Right-of-Way

Zoning:

The surrounding properties are zoned "R-4" Moderate Density Dwelling District.

Technical Review:

Technical review comments will be provided at the September 15, 2015 Plan and Zoning Commission regular meeting.

Public Input:

The public hearing is scheduled for the September 01, 2015 meeting. Eighteen notices have been sent to property owners of property within 200 feet of the subject property. At least two property owners with frontage to the right-of-way have indicated support for the vacation.

Discussion:

The west 68 feet of the right-of-way was platted as part of Harter's First Addition in 1960. The easterly 55 feet of the right-of-way was platted in 1964 as part of Ramirez First Addition. The intent was apparently to extend Pleasant Street further east as it existed further to the east. Also of note was the Commission letter indicating that the street was required for the new lots to meet the minimum depth requirement of 100 feet. Elimination of the right-of-way would make the two lots along Clark Street on either side of the right-of-way of Pleasant non-conforming with respect to lot

depth (in the east-west dimension. The vacation would also land-lock two lots of Ramirez First Addition though all three lots are owned by the same person and could be tied together through the Assessor's office. These lots would lose any "lot of record" status since it no longer has frontage on a public right-of-way though future development could be allowed with a replat utilizing panhandle of flag lots.

It is not likely the right-of-way would be extended further east through the commercial area.

Technical review did not reveal any utilities currently within the subject property. However, it is recommended that a general utility easement be maintained in order to facilitate access to properties to the east be established.

Staff Recommendation:

Findings:

1. Pleasant Street is not needed in this location.
2. A general public utility easement will ensure any existing or future utilities in the vicinity will be protected.

Recommendation:

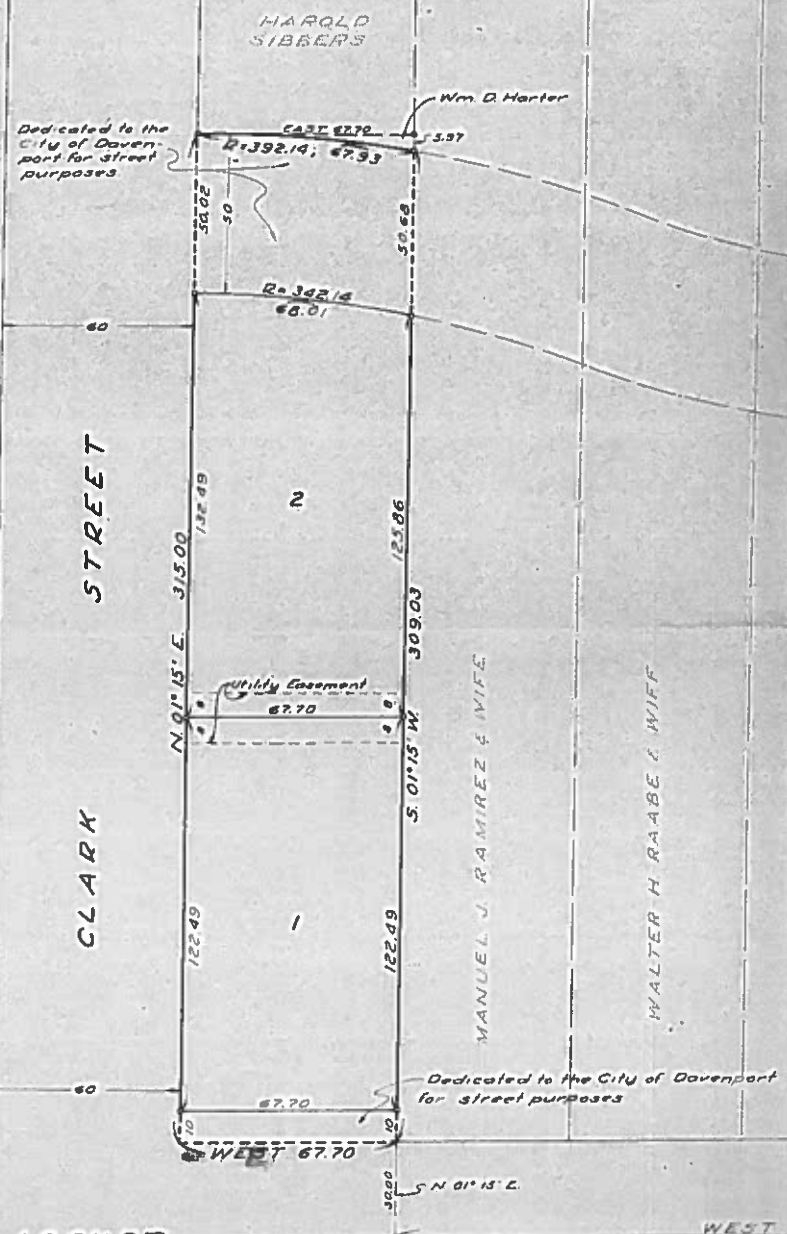
Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case ROW15-06 to the City Council with a recommendation for approval, with the following condition:

1. A general public utility easement be established and maintained on the property.

Prepared by:



Matthew G. Flynn, AICP
Senior Planning Manager
563-326-7743
mflynn@ci.davenport.ia.us



APPROVED
CITY PLAN & ZONING COMMISSION
By W. A. Harter Chairman
Date SEP 27 1960

FINAL PLAT
OF
HARTER'S FIRST ADDITION
BEING A PART OF THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 21
TOWNSHIP 28 NORTH, RANGE 3 EAST OF THE
5TH P.M. IN THE CITY OF DAVENPORT, IOWA
MADE FOR
WILLIAM D. HARTER

30 20 10 0 10
SCALE IN FEET

UTILITIES
NORTHWESTERN BELL TELEPHONE CO.
By L. A. Bennett, D.P.E.
Date 8-22-60

IOWA-ILLINOIS GAS & ELECTRIC CO.
By Leo D. Miller
Date 8-22-60

15 AUGUST, 1960

CITY OF DAVENPORT
By Philip H. Tunncliffe Mayor
Attest Allyn Kline Clerk
Date DEC 21 1960

LEGEND:
All measurements are in feet & decimals thereof.
Iron monuments set at points marked.

Philip H. Tunncliffe
PHILIP H. TUNNICLIFF
TUNNICLIFF SURVEYORS & ENGINEERS
710 PUTNAM BLDG., DAVENPORT, IOWA
JOB #1928, C. PT 24, P. 40

March 9, 1960

Honorable Mayor and City Council
City Hall
Davenport, Iowa

Gentlemen:

At their regular meeting of March 8, 1960 the City Plan and Zoning Commission reviewed a letter from Mr. William D. Harter requesting that the City accept a 42 foot street through his property.

Mr. Harter infers that the Plan Commission is unreasonable in their request for a 50 foot street and for the dedication of 10 feet for widening Locust Street. These requirements are not felt to be unreasonable since all developers in this area or in any other area are required to do the same thing.

The Commission submits an adverse report on this request for the following reasons:

1. 42 feet is not adequate width to provide pavement and sidewalks within the right-of-way. Driveways could not be permitted into the property since there is not enough distance from the sidewalk to the curb to permit a proper grade.
2. Mr. Harter does not have enough land to plat an additional 2 lots over and above the one he has already sold for \$3000.00 and the one on which his house is located. All new lots would be under the minimum area requirements.

Honorable Mayor and City Council
March 9, 1960
Page 2

3. If this is allowed the lot just north of his house would be in violation of Section IV, subsection E, paragraph 2 of the Subdivision Ordinance which requires a minimum depth of 100 feet.
4. In view of number 3 above, the street required by the Plan Commission is necessary in order for Mr. Harter to subdivide his land.
5. While it is true that the subdivider has been assessed for paving and sewer, he was also paid a considerable sum in damages for the acquisition of Clark Street.

The attached plat indicates how the subdivider could subdivide his property which would provide an adequate right-of-way and lots which conform in size and shape to other lots in the general area.

Respectfully submitted,

CITY PLAN AND ZONING COMMISSION

By: _____
W. A. Priestor
Chairman

WAP:ce

CC: Mr. R. x Matthews, Director of Public Works

SP/ISS 15 ADD

RAMIREZ 1ST ADDITION

TO THE CITY OF DAVENPORT, IA
PART OF THE S.W. 1/4, SEC. 21
T-78N, R-3E, 5TH PM.

SUBDIVIDED BY
MANUEL J. RAMIREZ & WIFE

APPROVED BY

CITY PLAN & ZONING COMMISSION

BY: [Signature] CHAIRMAN

DATE: APR 15

CITY OF DAVENPORT IOWA

BY: Ray L. Owen

ATTEST: Wallyn Price
CITY CLERK

DATE: APR 7 1965

NORTHWESTERN BELL TELE. CO.

BY: ML Macmillan

DATE: 4-16-64

IOWA - ILLINOIS GAS & ELEC. CO.

BY: Devi M. 1/2/21

DATE: 4-10-64

NOTE: Blanket overhang easement granted for street lights & service wires.

STREET

CLARK

2
200
15

五、六、七、八、九、十

N. 1° 15' E. 415.0.

STREET

S. 1° 15' W. 415.0'

WEST 53.5'

LOCUST

STREET

S. E. - Cor., S. W. $\frac{1}{4}$
Sec. 21-78-3

SCALE (N 1"=100')

A

PLAT & SURVEY BY
MAJOR ENGINEERING CO.

Willard J. Jorgensen
ICWA L.S. NO. 3244

DATE: Mch. 23, 1964

Dedicated to City P.O.B
for street

WEST 495.25'

$$\begin{array}{r} 30' \\ 30' \\ \hline \end{array}$$

**NOTICE
PUBLIC HEARING
TUESDAY – SEPTEMBER 1, 2015 - 5:00 P.M.
DAVENPORT CITY PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA**

There is on file in the office of Community Planning, on behalf of the City Plan and Zoning Commission, the following petition:

Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation of a portion of unimproved West Pleasant Street, located south of Laurel Street, north of West Locust Street and East of Clark Street.

Public hearings on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, September 1, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to 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).

If you have any questions, please feel free to contact us.

Department of Community Planning & Economic Development

Phone: (563) 326-7765 FAX: (563) 328-6714

E-MAIL: planning@ci.davenport.ia.us

PO # 1602445

W LAUREL ST

N CLARK ST

W LOCUST ST

200' Adjacent Property Owner Notice Boundary

R.O.W. Property

2015, 3110, 3104, 3032, 3026, 3020, 2002, 3105, 3033, 3027, 3019, 3102, 3106, 3122, 3112, 3214, 1906, 2005

SCOTT LARSON, ROBERT LANTZ, LISA M WHITE, DAVID L CAMPBELL, SCHAEFFER HANSEN BRENDA J, LUENSE SUSAN, TODD A NEECE, KANZAKI GEORGE A, STEVEN K WAGSCHAL, MCDONALD'S CORP, SWANSON NICHOLAS P, LISA SWANSON, SWANSON LISA, GAIL L BRAET, SUSAN LUENSE, DERICK D SEBRING

N

ROW15-06 - Pleasant St east of N Clark St - Adjacent Owner Notice List

Parcel#	Property Address	Owner Name	Owner Street	Owner CityStateZip
Petitioner:		City of Davenport		
Ward/Ald:	4th Ward	Alderman Ambrose		Notices Sent: 18
Ward/Ald:	1st Ward	Alderman Dunn		Notices Sent: 18
O2115A11	2002 N CLARK ST	DAVENPORT COMMUNITY SCHOOLS	1002 W KIMBERLY RD	DAVENPORT IA 52806
O2115C13	3027 W LAUREL ST	BRENDA J SCHAEFFER HANSEN	2642 N STARK ST	DAVENPORT IA 52804
O2115C14	3033 W LAUREL ST	DAVID L CAMPBELL	3033 W LAUREL	DAVENPORT IA 52806
O2115C15	3105 W LAUREL ST	LISA M WHITE	3105 W LAUREL ST	DAVENPORT IA 52804
O2115C16	3111 W LAUREL ST	ROBERT LANTZ	PO BOX 2241	DAVENPORT IA 52809
O2115C17	1943 N CLARK ST	SCOTT LARSON	1943 N CLARK ST	DAVENPORT IA 52804
O2115C18	1937 N CLARK ST	TODD A NEECE	1937 N CLARK ST	DAVENPORT IA 52804
O2115C19	1919 N CLARK ST	DERICK D SEBRING	1919 N CLARK ST	DAVENPORT IA 52804
O2115C20	3122 W LOCUST ST	GAIL L BRAET	3122 W LOCUST ST	DAVENPORT IA 52804
O2115C21A	3112 W LOCUST ST	SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115C22	3108 W LOCUST ST	STEVEN K WAGSCHAL	3108 W LOCUST ST	DAVENPORT IA 52804
O2115C23A	3102 W LOCUST ST	MCDONALD'S CORP	3121 52ND AVE CT	BETTENDORF IA 52722
O2115C25		GEORGE A KANZAKI	6790 RIDGES CT	BETTENDORF IA 52722
O2115C26		SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115C27		SUSAN LUENSE	1101 WAVERLY RD	DAVENPORT IA 52804
O2115D01A	1912 N CLARK ST	SWANSON NICHOLAS P	1914 N CLARK ST	DAVENPORT IA 52804
O2115D03A	1904 N CLARK ST	LISA SWANSON	5420 W 11TH ST	DAVENPORT IA 52804
O2115D16	3214 W LOCUST ST	LISA SWANSON	5420 W 11TH ST	DAVENPORT IA 52804

April 15, 1964

Honorable Mayor and City Council
City Hall
Davenport, Iowa

Gentlemen:

At their regular meeting of April 14, 1964 the City Plan and Zoning Commission considered the final plat of Ramirez First Addition located on West Pleasant Street East of Clark Street.

The Commission recommends that the Subdivision be approved subject to the following conditions:

1. That all street improvements including plans, grades, and pavement shall be in accordance with City standard requirements and shall have approval of the Department of Public Works.
2. That all storm and sanitary sewers required by the City shall be installed by the Subdivider and the plans and profiles for the same shall be submitted to the Department of Public Works.
3. That deed restrictions shall require the installation of all public sidewalks and the cost thereof paid by the then owner, when so ordered by the Department of Public Works.
4. That ten feet be dedicated along the North side of Locust Street for future widening.

Respectfully submitted,

CITY PLAN AND ZONING COMMISSION

H. W. Bischman
Chairman

HWB:lw

PUBLIC HEARING NOTICE
DAVENPORT CITY COUNCIL - COMMITTEE OF THE WHOLE
WEDNESDAY, OCTOBER 7, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation (abandonment) of the unimproved Pleasant Street located south of West Laurel Street, east of Clark Street and north of West Locust Street.

The City of Davenport Committee of the Whole will conduct a public hearing concerning this matter at **5:30 p.m., Wednesday October 7, 2015** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

The City Council will consider this matter at its regular meeting on October 14, 2015. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

It is your privilege to submit written comments on this petition or to attend the public hearing to express your views, or both. Any written comments to be reported at the Commission's public hearing should be received in the office of Community Planning, City Hall, not later than 12:00 noon, on the day of the public hearing, though protests may be received up through the City Council's public hearing.

Office of Community Planning
Department of Community Planning & Economic Development
Phone: (563) 326-7765 Email: Planning@ci.davenport.ia.us

(detach here)

The undersigned – **opposes / does not oppose** Case No. ROW15-06: Request of the City of Davenport for the right-of-way vacation (abandonment) of the unimproved Pleasant Street located south of West Laurel Street, east of Clark Street and north of West Locust Street.

Comments: _____

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

City of Davenport

Agenda Group: Community Development
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 8th

Action / Date
10/7/2015

Subject:

First Consideration: Ordinance for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350+ sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730+ sq.ft.) located at 5601 Eastern Avenue. [8th Ward]

Recommendation:

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

Recommendation The City Plan and Zoning Commission forwards Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown.

The Commission vote was 9-yes and 0-no with 0-abstention.

Relationship to Goals:

Neighborhood Improvement

Background:

The developer is proposing the vacation (abandonment) and subsequent relocation of these easements to accommodate relocation of the buildings with the development. The number of buildings and units remain the same the configuration and location of the buildings is changing.

With respect to Condition No. 2 the developer has submitted revised plan showing the drainage flows and storm sewer infrastructure for the development.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Ordinance	ROW 15-07 Ordinance only
▣ Backup Material	ROW 15-07 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:32 AM

Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:32 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 11:34 AM

ORDINANCE NO.

ORDINANCE for Case No. ROW15-07 being the petition of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a twenty (20) foot wide sanitary sewer easement (2,350± sq.ft.) and a fifteen (15) foot wide excess stormwater passageway easement (1,730± sq.ft.) located at 5601 Eastern Avenue. [8th Ward]

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 vacated (abandoned). The property has the following legal description:

The property has the following legal description:

Part of the Northwest Quarter of Section 7, Township 78 North, Range 04 East of the 5th P.M. being more particularly described as follows:

Sanitary Sewer Easement

Commencing at a point in the Southeast Corner of the Park Place Apartments Second Addition to the City of Davenport; thence North 00 degrees-03'-48" West along the East Line of Park Place Apartments Second Addition a distance of 5.43 feet; thence North 84 degrees-59'-06" West a distance of 237.64 feet; thence North 12 degrees-39'-13" West a distance of 208.00 feet; thence North 81 degrees-57'-46 " West a distance of 125.00 feet; thence North 06 degrees-25'-55" East a distance of 10.00 feet to the point of beginning of the tract being an easement 20.00 feet wide the centerline being described as follows: continuing North 06 degrees-25'-55" East a distance of 117.50 feet. Said easement contains 2,350 square feet, more or less.

Excess Stormwater Passage Easement

A tract of land being 15 feet wide the centerline being described as follow: beginning at a point in the Northeast Corner of Lot 8 and the Northwest Corner of Lot 9 of Park Place Apartments Second Addition to the City of Davenport; thence South 38 degrees-03'-42" East for a distance of 115.31 feet to a point in

the Southeast Corner of Lot 8 and the Southwest Corner of Lot 9 of Said Park Place Apartments Second Addition. Said easement contains 1,730 square feet, more or less.

The City Plan and Zoning Commission accepted the listed finding and forwarded Case ROW15-07 to the City Council with a recommendation for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown.

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 _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



September 16, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 15, 2015, the City Plan and Zoning Commission considered Case No. ROW15-07 being the request of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a 20-foot wide (2,350± sq. ft.) sanitary sewer easement and a 15-foot wide (1,730± sq. ft.) excess stormwater passage way located at 5601 Eastern Avenue.

The original zoning limited the development to eight unit buildings of two & one-half stories. The development plan approval did not limit the type of buildings to a specific style or look (building elevation), or to specific locations. While that is the case, the moving of at least one easement (sanitary sewer) does allow the layout of buildings to change and therefore a tie can be made to certain conditions of the development and site plan review, specifically along the north boundary of the property.

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

The City Plan and Zoning Commission forwards Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown;

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ROW15-06 Pleasant St	ROW15-07 Park Place Apt Easements	F15-16 Russell- CrowValley Off Pk 6th					
Connell	P	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	Y	AB					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P	Y	Y	Y					
Martinez	P	Y	Y	Y					
Tallman	EX								
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	8-YES 0-NO 1-ABSTAIN					



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

PLAN AND ZONING COMMISSION

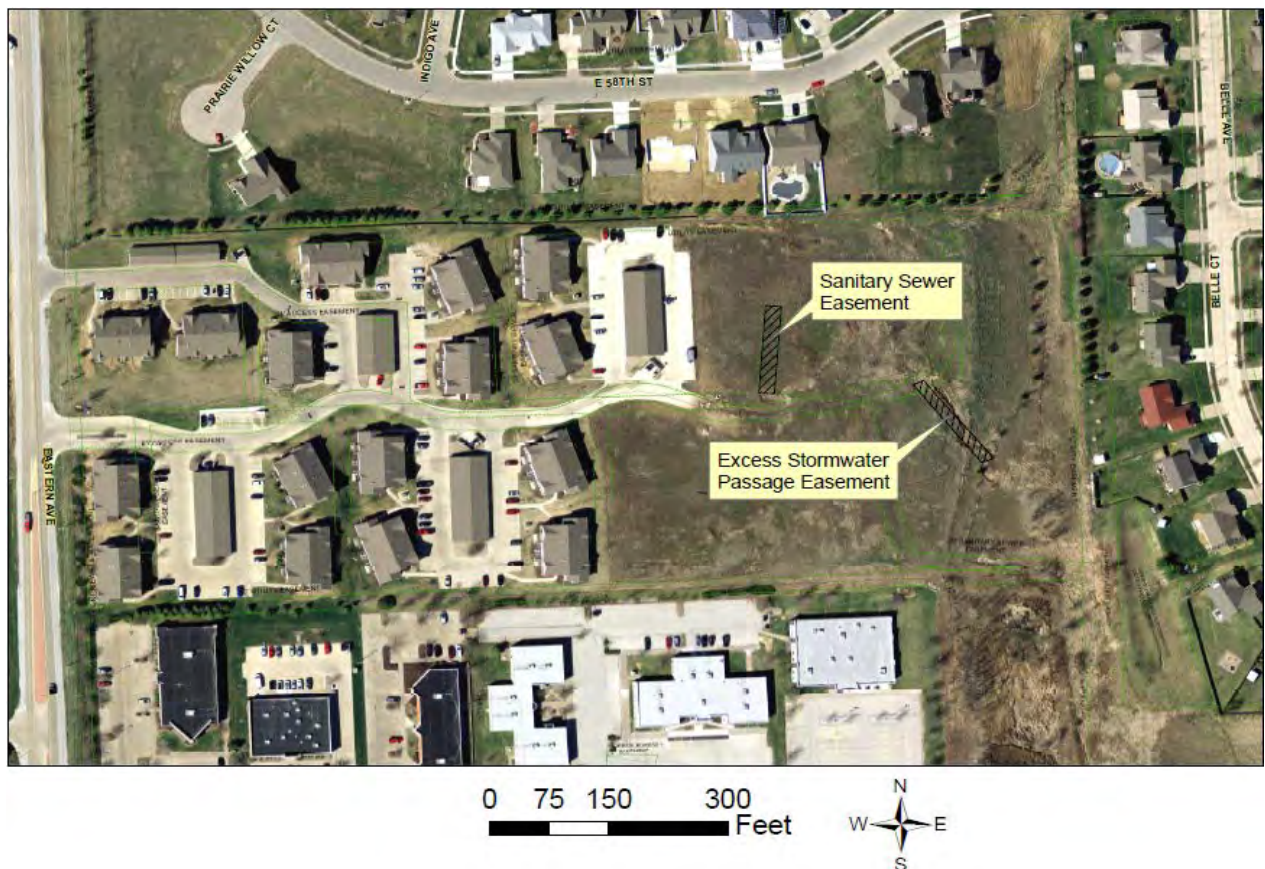
Meeting Date: September 15, 2015
Request: Vacate Sanitary Sewer and Stormwater Easements
Location: 5601 Eastern Avenue
Case No.: ROW15-07
Applicant: Park Place Five LLC

Recommendation:

Staff recommends the Commission forward Case No. ROW15-07 to the City Council for approval subject to the listed conditions.

Introduction:

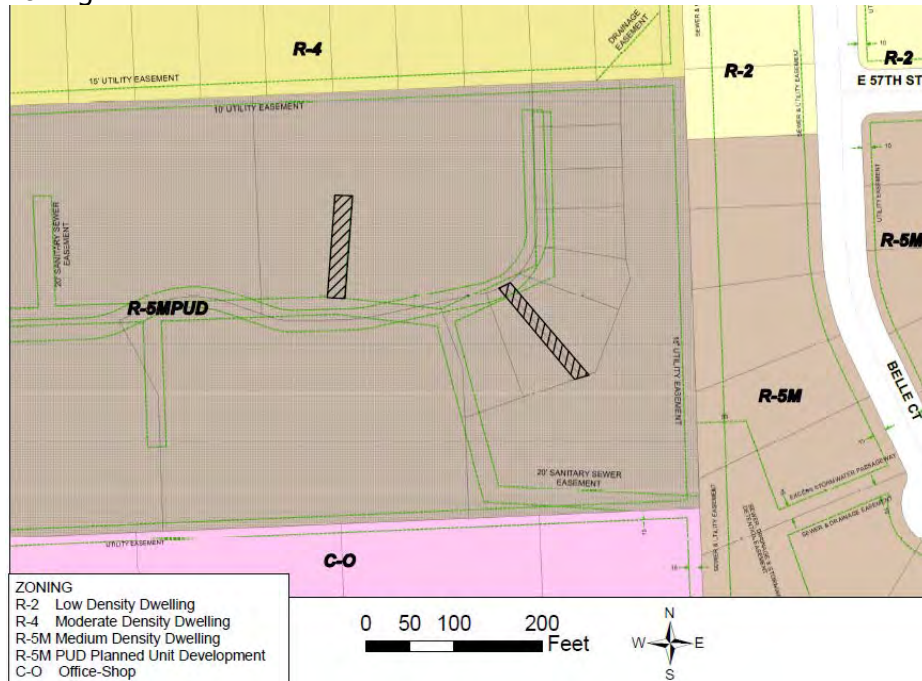
The petitioner is seeking vacation of the sanitary sewer easement to allow changes in building placement. The stormwater easement would accommodate better placement of buildings in the future.



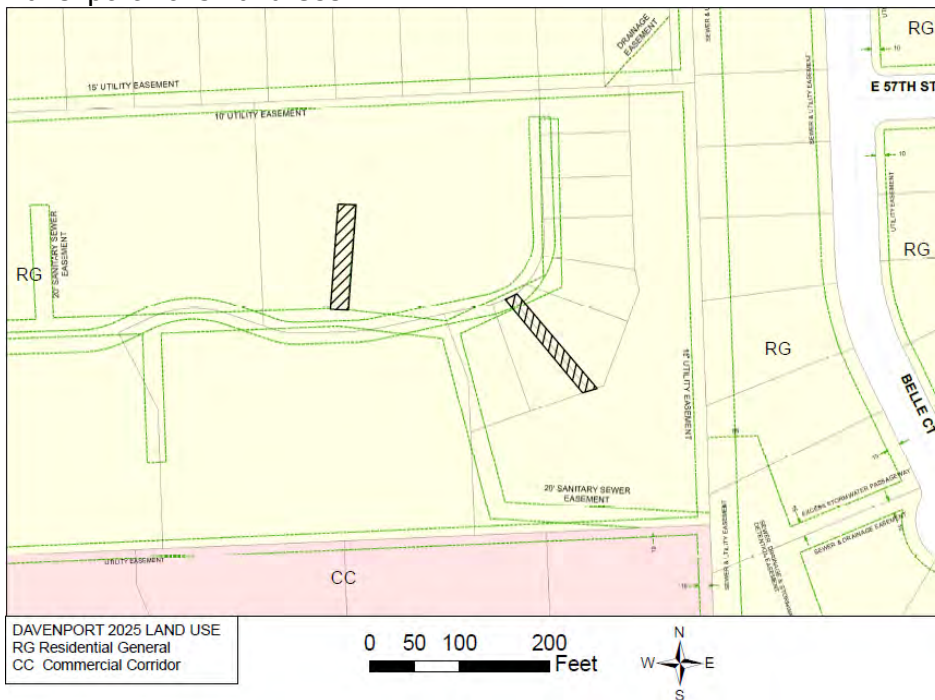
Background:

Park Place Five LLC is proposing the vacation (ultimate relocation) of the sanitary sewer easement to accommodate shifting of building locations within the multiple-family development area. There is no change in the number of units being proposed nor in the number of multi-family buildings.

Zoning



Davenport 2025 Land Use



Technical Review:

Technical review comments will be provided at the September 15, 2015 Plan and Zoning Commission regular meeting. No additional comments have been received, the two easements are for City utilities sanitary and stormwater. The easements were established as part of the original platting for Park Place Apartments and made part of the Second Addition as well. These easements will be relocated with the locations being reviewed by the Public Works Department; they do not need to be part of a plat.

Public Input & Analysis:

Notices were sent to the 12 owners of property within 200 feet of the subject easements. Comments were received from two adjacent owners. Neither comment was specifically related to the vacation (abandonment) of these easements, the process just affords a venue for comment on a development or raise other concerns. The first was from a new owner to the area (August 2015 purchase) commenting on stormwater problems in the area. Of note is that a portion of this owner's lot contains a drainage/stormwater easement. The second was commenting on specifics of the overall development which are primarily associated with the administrative site plan review such as changing grades affecting stormwater flows, vehicle lights, and overall screening. Both these comments are attached.

During staff's presentation at the public hearing the location of several detention basins and drainage easements as well as the overall drainage pattern was described. The staff review of the site plan is also attached and covers several of the concerns of the second commenter.

Discussion:

The original zoning limited the development to eight unit buildings of two & one-half stories. The development plan approval did not limit the type of buildings to a specific style or look (building elevation), or to specific locations. While that is the case, the moving of at least one easement (sanitary sewer) does allow the layout of buildings to change and therefore a tie can be made to certain conditions of the development and site plan review, specifically along the north boundary of the property.

Staff Recommendation:

Findings:

- There is no loss of service through the vacation of these easements as they will be relocated.
- The vacation allows the completion of the multiple-family phase of the apartment complex.

Recommendation: Staff recommends the Commission forward Case No. ROW15-07 to the City Council for approval subject to the following conditions:

1. That in conjunction with complying with Chapter 17.56 of the Zoning Code entitled "Site Plans" a detailed screening plan for the parking and drive access along the north property line be submitted;
2. That due to grade changes the pattern of proposed stormwater flows be shown;

Prepared by:

Wayne Wille, CFM

Planner II

Community Planning Division

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – SEPTEMBER 01, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-07: Request of Park Place Five LLC for the vacation (abandonment) and subsequent relocation of a 20-foot wide (2,350± sqft) sanitary sewer easement and a 15-foot wide (1,730± sqft) excess stormwater passage way located at 5601 Eastern Avenue.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday September 01, 2014** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday September 15, 2015. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

It is your privilege to submit written comments on this petition or to attend the public hearing to express your views, or both. All protests within the 200-foot notice area or the area being considered must be made in writing to be valid. Any written comments to be reported at the Commission's public hearing should be received in the office of Community Planning, City Hall, not later than 12:00 noon, on the day of the public hearing, though protests may be received up through the City Council's public hearing.

Office of Community Planning
Department of Community Planning & Economic Development
Phone: (563) 326-7765 Email: Planning@ci.davenport.ia.us

(detach here)

The undersigned opposes **does not oppose** (circle one) the Park Place Five LLC (ROW15-07)

Comments: PARK PLACE FIVE LLC SHOULD HAVE MORE "ON SITE" DETENTION ON

THEIR PROPERTY. THERE WILL BE A LOT MORE RUN OFF WATER FROM

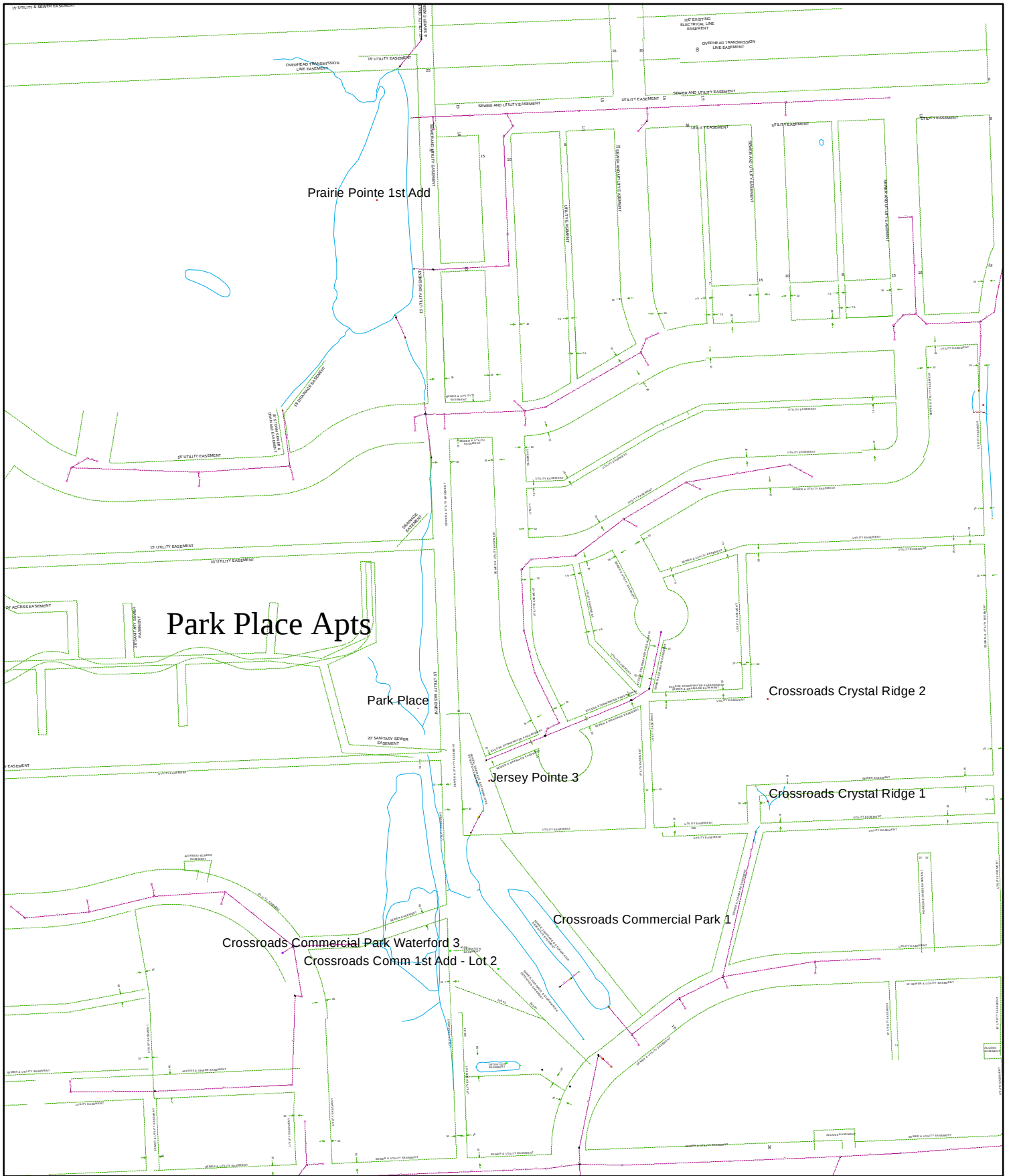
THESE NEW BUILDINGS & FINISHED CONCRETE. A UNDERGROUND DETENTION
SYSTEM SHOULD BE CONSIDERED. NORTH OF LOCATION THERE ARE STORM WATER
ISSUES, WE DO NOT NEED MORE PROBLEMS

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801

NAME FRANK CORYN
ADDRESS 5648 BELLE CT. DAV, IA 52807
DATE 8-31-15

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



0 150 300 600
Feet



From: [Wille, Wayne](#)
To: theking411@aol.com; [Tompkins, Kerri](#)
Cc: [Berger, Bruce](#); [Flynn, Matt](#); [Spiegel, Corri](#)
Subject: FW: Tonight's public hearing of the Davenport Plan and Zoning Commission
Date: Friday, September 04, 2015 12:02:00 PM

Mr. & Mrs. King: You have inquired of Ald. Tompkins several questions related to the Park Place Apartments development and I have been asked to respond.

First, this is one forum in which to raise questions and concern regarding a project, to the specific office or offices with authority to review of the project. Also, since the current request was before the Plan and Zoning Commission as a public hearing and will be before the City Council as a public hearing, either of those forums are also available to comment at as well.

Second, with respect to this development no additional re-zoning being necessary. The approved zoning concept and final development plan conditioned the approvals on the number of units and buildings, and the number of stories. No of these are changing so no addition Commission or Council review is required. If the zoning or development plan was conditioned upon a specific site plan or building type then this would have needed to have been brought back to the Commission and Council for review. Again that is not the case with the previous reviews.

Third, with respect to stormwater movement on the property, again it would be best to direct your questions to Brian Stineman or Billy Fisher of the City's Natural Resources office. Brian may be contacted at 563-888-2173 or bstineman@ci.davenport.ia.us and Billy at 563-888-2107 or bfisher@ci.davenport.ia.us.

Fourth the zoning ordinance chapter regarding site plans does cover most of the other concerns though maybe not to a neighboring owner's satisfaction.

- Dumpsters are required to be fenced with gate for reduce and trash blowing fee from the area. These may be located within the buildable areas of the lot with may be as close as five feet from a property line. The developer has shown a concrete knee-wall with board on board fence on top.
- There are some concerns with respect to the north parking lot placement and retaining wall as these are within a utility easement. A parking lot can be as closes as five feet to a property line but does need solid screening within that five foot setback. As part of our offices review we are requesting the utility company sign-offs allowing the placement of the retaining wall within the easement. Parking lots can be placed within an easement.
- No site lighting plan has been submitted, City Code requires no more than one foot-candle at the property line. Staff is also asking the developer for information regarding site and building security lighting. If your question is related to existing lighting in the Prairie Pointe area, such as street lighting, that question needs to be directed to our Traffic Engineering office Gary Statz 563-326-7754 or gjs@ci.davenport.ia.us.
- In addition, while the specific type of screening is not yet determined though staff will likely be requiring either a fence or additional landscaping along the north property in the area of this new construction.

Wayne Wille, CFM
Planner II
Community Planning Division
226 W 4th Street

Davenport IA 52801
563-326-6172
wtw@ci.davenport.ia.us

From: Wille, Wayne
Sent: Tuesday, September 01, 2015 4:01 PM
To: 'theking411@aol.com'
Cc: Flynn, Matt
Subject: RE: Tonight's public hearing of the Davenport Plan and Zoning Commission

Mr. & Mrs. King: We will try to have more specifics and answers as part of the staff's recommendation at the next Commission meeting scheduled for the 15th. As of now, staff will be placing conditions regarding screening of the parking area as part of the easement vacation since the building layout is driving the vacation request. Staff has other issues with this parking and retaining wall as well but those are subject to the administrative review of the site plan and not the specific vacation. It appears the stormwater for the parking would flow to the drive aisle and then to the storm sewer in the development private drive. This would be away from the common property line between you and the apartment complex. At this time I cannot be more definitive.

If you have any questions, please contact me.

Wayne Wille, CFM
Planner II
Community Planning Division
226 W 4th Street
Davenport IA 52801
563-326-6172
wtw@ci.davenport.ia.us

From: theking411@aol.com [mailto:theking411@aol.com]
Sent: Tuesday, September 01, 2015 11:37 AM
To: Wille, Wayne
Subject: Tonight's public hearing of the Davenport Plan and Zoning Commission

Dear Wayne,

Thank you for taking the time to answer some of the questions that we had yesterday concerning the new addition at the Park Place Apartments on Eastern Avenue. We do plan to attend the meeting tonight and wanted to submit some of our questions/concerns in writing.

One main concern is the water run-off plan for the new area. We would like an explanation of how that will look and, specifically, how the build up of soil and the retaining wall will impact the neighboring property with water run-off. We know how the water runs at this point in time, but are unsure how the retaining wall/build up of soil will impact that flow. Also we would like answers to the following: How much will the area be built up (what is the elevation change?) How high will the retaining wall be and how high above the parking grade will it extend?

Another concern we have is the placement of the extra parking spots on the north side. We are not sure if this hearing is the appropriate venue to discuss this. If not, could you tell us when and where that might be addressed.

If you could reply so we know you have received this email, we would appreciate it. We realize there is a deadline of noon to have these submitted and want to make sure we have met this deadline. Thank you very much for your help. See you tonight.

Francie and Ted King
2011 East 58th Street

563-940-3519 (Francie's cell if you have any questions)

September 8, 2015

**Zoning Site Plan Review
September 02, 2015
Park Place Apartments**

While there have been conflicting submittals and information which has raised concerns regarding the initial considerations regarding this phase of the development, the review is based on the plans dated 07/13/15 and 07/25/15.

Concerns which require correction (Please reference Chapter 17.56 of the Davenport Municipal Code):

- Retaining wall - A retaining wall is shown as located within a utility easement. This needs approval letters from each of the utility companies for construction of a permanent structure in their dedicated easement.
- Parking lot - The parking lot for which the above referenced retaining wall is for, is located less than ten feet from the property line. This requires a minimum of a 42 inch solid shrubbery hedge, fence or wall as a screening buffer. A portion of the parking lot is actually less than five feet from the property which is not allowed by ordinance.
- No access from overflow parking is shown to the buildings except within the drive aisles.
- Grades - The grades are not clear as to their elevations or as to what are the existing or proposed grades. This makes it difficult to determine storm water flows and the impact on the abutting properties to the north.
- Stormwater – Stormwater flows are not indicated on the plans. A concern is the elevation of the parking lot with respect to stormwater flows along the north property line.
- Landscaping – No landscaping plan has been submitted. See below for ordinance requirements. Additional screening will need to be located along the north property line to screen lights from traffic within the parking area as well as the access drive.
- Dumpster pads – While three side are shown as enclosed, the dumpster pads require gates as well.
- No exterior lighting is shown; either building mounted or parking or driveway.

Landscape review:

West – no buffer required – like impervious surface ratio
South – no buffer required – like impervious surface ratio
East – “G” buffer required
North – “G” buffer required



Required Planting:	Canopy Trees	Understory Trees	Evergreen/ Conifers	Shrubs
East Buffer -----	12	17	35	70
North Buffer -----	8	11	23	46
Parking Lot ----- (1 canopy tree/5-spaces)	9	---	---	---
Building Perimeter --- (based on # of D.U.)	13	13	---	64

Additional screening will be required along the northerly parking area and access road at a minimum.

Existing plantings within the buffer yard areas may count toward the above totals. Note: The East Buffer area contains some existing plantings.

Please submit the above information so that the administrative site plan review may be completed.

Respectfully,

Wayne Wille

Wayne Wille, CFM
Planner II
Community Planning Division

City of Davenport

Agenda Group: Community Development
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 3, 4, 5

Action / Date
CD10/7/2015

Subject:

First Consideration: Ordinance to amend the Hilltop Self-Supported Municipal Improvement District (SSMID) to extend the term.

Recommendation:

Approve First Consideration.

Relationship to Goals:

Added emphasis on economic development.

Background:

Iowa Code allows cities to establish SSMIDs (Self-Supported Municipal Improvement Districts) to improve and maintain specified districts. The source of funding for these districts is a supplemental property tax on properties within the district that can be used for both operating and capital expenses.

Signatures from at least 25 percent of the owners of the property within the proposed district, representing at least 25 percent of the total assessed valuation within the district are required by the State of Iowa code. The Hilltop Board of Directors has collected signatures in excess of 50 percent and have met this requirement.

The Hilltop SSMID was originally established in 1996 for 20 years. The Hilltop Board of Directors desire the extend the term of the SSMID for 20 years based upon the attached proposed boundaries. SSMID funds have been utilized for infrastructure, marketing, matching funds for private property owner façade improvements and maintenance of the Hilltop SSMID owned improvements in the district.

As provided by the statue, the petition was referred to the Plan and Zone Commission which approved a motion supporting the proposal at its September 1, 2015 meeting. At its September 16, 2015 meeting the Davenport City Council set a public hearing on the proposed extension. After publication and mailing of the notice to all property owners in the district as required by Chapter 386, the public hearing was held on October 7th.

State law precludes Council from adopting the ordinance for at least 30 days from the public hearing.

ATTACHMENTS:

Type	Description
▣ Ordinance	Hilltop SSMID Ordinance
▣ Exhibit	Hilltop SSMID Map

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning &			

Economic Development	Berger, Bruce	Approved	9/30/2015 - 11:16 AM
Community Development Committee	Berger, Bruce	Approved	9/30/2015 - 11:16 AM
City Clerk	Admin, Default	Approved	9/30/2015 - 11:34 AM

ORDINANCE NO. _____

ORDINANCE to amend the Hilltop Self Supporting Municipal Improvement District to extend the term.

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

WHEREAS, Chapter 386 of Iowa Code allows for the establishment and amendment of Self Supporting Municipal Improvement Districts (SSMIDs) to improve and/or maintain said districts; and

WHEREAS, the Hilltop SSMID was created in 1996 for twenty years; and

WHEREAS, Hilltop SSMID leadership desires to extend the term for another 20 years; and

WHEREAS at least twenty-five percent (25%) of all owners of property within the Hilltop Self-Supporting Municipal Improvement District and being owners of property within the Hilltop SSMID having an assessed value of at least twenty-five percent (25%) of the property, pursuant to Iowa Code Chapter 386; and

WHEREAS, by authority of the Code, the City Council may extend the time for the existence of the district an additional twenty years; and

NOW THEREFORE, the Davenport Municipal Code Chapter 3.34.060 is amended to extend the period of time for the levy of taxes for the Hilltop Self-Supported Municipal Improvement District from fiscal year beginning July 2016 for twenty additional fiscal years as defined in Section 3.34.020.

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 _____.

Attest:

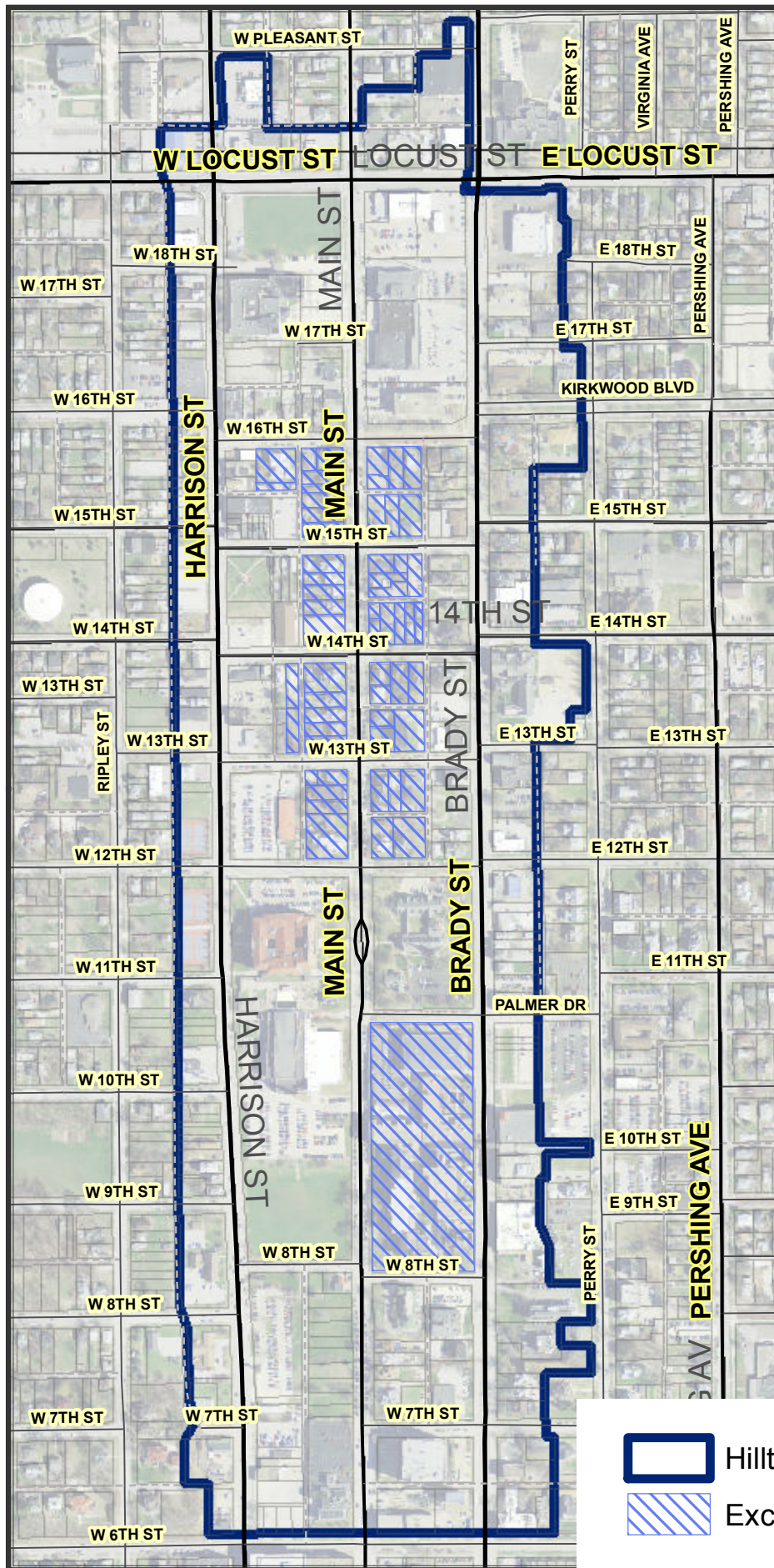
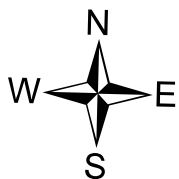
Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

William E. Gluba
Mayor

Published in the Quad City Times on _____

Proposed Hilltop SSMID Boundaries



City of Davenport

Agenda Group: Public Safety
Department: Public Works
Contact Info: Gary Statz
Wards: 5

Action / Date
PS9/2/2015

Subject:

Third Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding East 11th Street along the south side from Judson Street to Spring Street. [Ward 5]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Revitalized Neighborhoods & Corridors.

Background:

East 11th Street is 24' wide between Judson and Spring Streets. It is difficult to drive through this area with cars parked on both sides of the street. Residential homes are on the north side and Children's Village at Hoover is along the south side. This would eliminate on-street parking in front of Hoover. The school district accepts the parking removal because Hoover has a parking lot.

ATTACHMENTS:

Type	Description
▣ Ordinance	PS_ORD_No Parking east 11

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	9/23/2015 - 11:42 AM

ORDINANCE NO.

Ordinance side from Judson Street to Spring Street.

Be it enacted by the amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding East 11th Street along the south City Council of the City of Davenport, Iowa:

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

East 11th Street along the south side from Judson Street to Spring Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____

City of Davenport

Agenda Group: Public Safety
Department: Public Works
Contact Info: Gary Statz (563) 326-7754
Wards: 3

Action / Date
PS10/7/2015

Subject:

First Consideration: Ordinance amending Schedule IV of Chapter 10.96 entitled "3-Way Stop Intersections" by removing the stop sign on 6th Street at Sylvan Avenue. [Ward 3]

Recommendation:

Approve the ordinance.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities

Background:

A resident who lives at the intersection of 6th and Sylvan has requested the removal of the 3-way stop from the intersection due to limited traffic on Sylvan. This would result in traffic only stopping on Sylvan. The sight distance is adequate to make this change.

ATTACHMENTS:

Type	Description
▣ Ordinance	PS_ORD_3 way stop 6th at Sylvan_Pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/30/2015 - 2:45 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 9:59 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:06 AM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE IV 3-WAY STOP INTERSECTIONS THERETO BY DELETING 6TH STREET AT SYLVAN AVENUE.

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

Section 1. That Schedule IV 3-Way Stop Intersections of the Municipal Code of Davenport Iowa, be and the same is hereby amended by deleting the following:

6th Street at Sylvan Avenue

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba,
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie Holecek
Wards: 5

Action / Date
9/16/2015

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

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
▢ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	9/28/2015 - 10:11 AM

RESOLUTION NO. 2015-

Resolution offered by Alderman Matson

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: Project Renewal

Event: Halloween Neighborhood Block Party

Date: Wednesday, October 28th

Time: 2:30 – 6:00 p.m.

Closure Location: Intersection of 6th, Vine and Ash Streets

Ward: 3

Entity: St. Paul Lutheran Church

Event: Halloween Trunk or Treat

Date: October 25, 2015

Time: 5:00 to 7:00 pm

Closure Location: High Street between Brady and Main Streets

Ward: 5

Entity: James Oldham dba Jimmie O's Saloon

Event: October Fest

Date: October 24, 2015

Time: Noon to Midnight

Closure Location: Rolff Street from Telegraph Road to alley south

Ward: 1

Entity: St. Paul the Apostle School

Event: Halloween Trunk or Treat

Date: October 29, 2015

Time: 4:30 to 8:30 pm

Closure Location: Rusholme Street between Carey and Arlington

Ward: 5

Approved this 14 day of October, 2015.



William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Mike Atchley 563-327-5149
Wards: 3

Action / Date
PW10/7/2015

Subject:

Resolution to purchase parcel L0006-09, 318 Ripley Street, from Scott County in the amount of \$150,000. This space will replace fire personnel parking spaces that were removed during the reconstruction of Central Fire Station, CIP Project #02348. [Ward 3]

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

With the construction of the new bays for Central Station there is a need for parking for fire personnel. Scott County will be moving out of 318 Ripley at the end of October to a new facility. They are willing to sell the parcel to the city for \$150,000

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Cover Memo	Aerial of 318 Ripley

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 10:24 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 10:25 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:40 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council of the City of Davenport.

Resolution to purchase parcel L0006-09, 318 Ripley Street, from Scott County in the amount of \$150,000. This space will replace fire personnel parking spaces that were removed during the reconstruction of Central Fire Station, CIP Project #02348.

Whereas, the Central Fire Station needs additional parking.

Whereas, Scott County will be moving out of 318 Ripley to a new facility.

Whereas the County Board has approved the sale.

Now, therefore, be it resolved, by the City Council of the City of Davenport authorizing the purchase of 318 Ripley for \$150,000.

Passed and approved this 14th day of October, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk



W4TH ST

SCOTT ST

RIPLEY ST

City of Des Moines
Private parties utilizing City GIS data are not their own risk.
The City of Des Moines will not be responsible for any data
errors or omissions, including but not limited to, data
inaccuracy, data quality, and data availability.

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Nick Schmuecker; (563) 327-5162
Wards: 7

Action / Date
PW10/7/2015

Subject:

Resolution on the plans, specifications, forms of contract and estimated cost of \$1,010,000 for the FY2016 14th & 15th District Cross Connection Project. This project takes place in the area of Garfield Street and Western Avenue to reduce surcharges and will go out for bid this year. It will be funded from CIP Project #00165 and funds that will be received in future fiscal years.

[Ward 7]

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

Based on recommendations found in the 14th District Basin Sanitary Sewer Diversion Study by RJN, partial flow at manhole F-59 in the 14th District Basin can be diverted to the Duck Creek South Basin. Manhole F-59 is located in the intersection of Western Avenue and Garfield Street.

The goal of the project is to reduce surcharging and sewer backups in the 14th District Basin. The project will also eliminate the need for an existing sanitary sewer pumping station located in the 2800 block of Western Avenue.

The project is scheduled to be bid yet this fall. Construction will be completed in spring-early summer 2016. Funding for the FY2016 14th & 15th District Cross Connection Project is established within CIP #00165 and funding received in future fiscal years. The current estimate is \$1,010,000.

ATTACHMENTS:

Type	Description
□ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/30/2015 - 4:39 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 10:35 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:39 AM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

Resolution on the plans, specifications, forms of contract and estimated cost of \$1,010,000 for the FY2016 14th & 15th District Cross Connection Project. This project takes place in the area of Garfield Street and Western Avenue to reduce surcharges and will go out for bid this year. It will be funded from CIP Project #00165 and funds that will be received in future fiscal years.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the 14th & 15th District Cross Connection Project.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that, said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the 14th & 15th District Cross Connection Project.

Passed and approved this 14th day of October, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Mike Atchley 563-327-5149
Wards: 8

Action / Date
PW10/7/2015

Subject:

Resolution authorizing the Mayor to execute a 2 year easement agreement with MidAmerican Energy Company. MidAmerican has requested additional land south of their existing Eastern Ave station plus an additional 7,500 sq. ft. for its natural gas operations. They will pay the City of Davenport \$5,520 for the two year contract with an option for a 12 month extension of \$500 or they may purchase the land for \$27,600. In addition an ingress egress easement would be granted. [Ward 8]

Recommendation:

Approve the resolution.

Relationship to Goals:

Financially Responsible City Government.

Background:

MidAmerican Energy is seeking the additional land, 100 ft. by 75 ft. directly south of existing Eastern Ave. station, in order to construct additional piping assemblies that will allow for increased inspection of MidAmerican Energy's existing natural gas transmission pipeline. The additions within the station will allow for pigging operations which involve passing a device through the pipeline to gather information about the pipeline. The additional piping is used for the retrieval of the inspection device after it travels through the pipeline.

The Eastern Ave. Station that MidAmerican Energy is looking to purchase and expand (the 100 ft. by 75 ft. parcel) is a connection point between two large pipelines for the Quad Cities natural gas distribution network. MidAmerican would prefer to own this station and the additional purchased land as it is an integral piece of our pipeline system.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Cover Memo	Option
▣ Cover Memo	ingress egress easement
▣ Cover Memo	Aerial
▣ Cover Memo	Eastern Ave Property

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 1:40 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 1:41 PM
City Clerk	Admin, Default	Approved	10/1/2015 - 2:46 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council of the City of Davenport.

Resolution authorizing the Mayor to execute a 2 year easement agreement with MidAmerican Energy Company. MidAmerican has requested additional land south of their existing Eastern Ave station plus an additional 7,500 sq. ft. for its natural gas operations. They will pay the City of Davenport \$5,520 for the two year contract with an option for a 12 month extension of \$500 or they may purchase the land for \$27,600. In addition an ingress egress easement would be granted.

Whereas, the City of Davenport has a 34 acre parcel west of Eastern Avenue on which MidAmerican Energy has an easement.

Whereas, MidAmerican Energy desires to have full ownership of the easement and an additional 7,500 sf. and an ingress egress easement to property.

Whereas, this will allow MidAmerican Energy to provide a better natural gas service to the City of Davenport and other areas in the Quad Cities.

Now, therefore, be it resolved, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute the option agreement with MidAmerican Energy and an ingress egress easement.

Passed and approved this 14th day of October, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

Prepared by and return to: Dawn Carlson (563) 333-8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 4350 Davenport, Iowa 52808-9986

OPTION AND PURCHASE AGREEMENT

This Option and Purchase Agreement (this “Agreement”) is executed this _____ day of _____, 2015, (the “Effective Date”) by and between The City of Davenport, Iowa, (hereinafter referred to as “Seller”), and MidAmerican Energy Company, an Iowa corporation (hereinafter referred to as “Purchaser”).

1. Grant of Option. In consideration of the sum of **Five Thousand Five Hundred Twenty Dollars (\$5,520.00)** (the “Option Price”) acknowledged as received on the Effective Date of this Agreement, Seller does hereby give and grant to Purchaser for a period of **twenty four (24) months** from the Effective Date of this Agreement as further described in paragraph 3 below, the exclusive right and option (the “Option”) to purchase the following described real estate owned by Seller and situated in Scott County, Iowa (the “Property”):

A tract of land as generally depicted on the attached Exhibit “B” and described as follows:

Part of the Northeast Quarter (NE ¼) of Section 12, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter (NE ¼) of said Section 12; thence South 89° 36’ 00” West (assumed bearing for the purpose of this description) 198.00 feet along the North line of the Northeast Quarter (NE ¼) of said Section 12 to the Point of Beginning of the tract of land hereinafter described; thence continuing South 89° 36’ 00” West 100.00 feet along the north line of the Northeast Quarter (NE ¼) of said Section 12; thence South 00°24’00” East 200.00 feet; thence North 89°36’00” East 100.00 feet; thence North 00° 24’ 00” West 200.00 feet to the Point of Beginning.

Said tract contains 0.46 Acres, more or less, and is subject to and together with any and all easements of record.

The Seller and Purchaser agree that the final legal description to be used in the deed to be given at closing will be finally determined and verified by survey, to be completed at Purchaser's cost, for the land to be acquired. The survey shall describe the legal description of the Property that will be included in the deed for the Property; provided however that the final survey legal description shall not cause the purchase price to be adjusted.

2. Purchase Price. If Purchaser exercises its Option, the purchase price for the Property, of which the Option Price shall form a part (the "Purchase Price"), shall be Twenty-seven Thousand Six Hundred Dollars (\$27,600.00) to be paid on the Closing Date (as defined below).

3. Termination Date. The Option shall expire at 5:00 p.m. on the _____ day of _____, 2017, or as such date may be extended in accordance with paragraph 23 (the "Termination Date").

4. Exercise of Option. If Purchaser elects to exercise its Option under this Agreement, Purchaser shall record a notice of exercise of option in the office of the Recorder of Deeds in the county in which the Property is situated prior to the Termination Date ("Notice of Exercise of Option"). The Notice of Exercise of Option may further describe the Property after survey is made by Purchaser. Purchaser agrees to provide Seller a copy of such Notice of Exercise of Option on or before the Termination Date. The Notice of Exercise of Option shall be deemed to be delivered and received and the Option shall be deemed exercised by Purchaser as of the date that Purchaser deposits the Notice of Exercise of Option for delivery to the Seller's address as shown in paragraph 12 of this Agreement by ordinary mail or by overnight delivery. .

5. Release of Mortgage(s). Seller shall provide Purchaser with a release of any mortgage(s), if applicable, covering the Property at or before the Closing Date (as defined below).

6. Closing Date. The date on which the closing and transfer of possession occurs is referred to herein as the "Closing Date" The Closing Date shall not be later than ninety (90) days after the date the Option is exercised by Purchaser or such earlier date as the parties may mutually agree. Sellers shall pay the transfer tax and their legal fees. Purchaser shall pay the recording fee to record the warranty deed and its legal fees. The transaction contemplated by this Agreement shall be considered closed upon the filing of the title transfer documents and receipt of all funds due at closing from Purchaser under the Agreement.

7. Possession. The date of possession shall be the Closing Date.

8. Real Estate Taxes. The Seller shall pay the prorated share, to be determined as of the Closing Date, of the real estate taxes for the fiscal year in which the Closing Date occurs and any unpaid real estate taxes payable for prior fiscal years. Purchaser shall pay all subsequent real estate taxes. At closing, Purchaser shall be given a credit for the prorated taxes based on the actual net real estate taxes for the fiscal year shown on the most recent tax statement available for the Property.

9. Special Assessments. The Seller shall pay in full all special assessments that are certified as liens on the public record as of the Closing Date. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to the Seller's possession shall be paid by the Seller. Any preliminary or deficiency assessments, which cannot be discharged by payment on the Closing Date, shall be paid through an escrow account with sufficient funds to pay such liens and charges when payable. Any unused funds in such account shall be returned to the Seller.

10. Credits Against the Purchase Price. Provided the Option is exercised, Purchaser may use such amount of the Purchase Price as may be necessary to pay outstanding taxes, liens, encumbrances and assessments against the Property which may be evidenced by the abstract of title as of the Closing Date.

11. Failure to Exercise Option. If Purchaser fails to exercise the Option on or before the Termination Date, the Option shall terminate and, except as otherwise stated herein, the Option Price shall be retained by the Seller.

12. Notices. All notices given or required under the Agreement shall be in writing and deemed given when personally delivered or deposited in the United States mail, postage prepaid, sent certified, to the persons and address designated as follows:

If to the Seller, to:

City of Davenport
Community Panning Division
226 West 4th Street
Davenport, IA 52801

If to Purchaser, to:

MidAmerican Energy Company
MEC Right-of-Way Services
Attention: Manager, Right-of-Way Services
4299 NW Urbandale Drive
Urbandale, Iowa 50322

Notices shall be deemed complete upon personal delivery or three (3) days after depositing the same in the U.S. Mail as provided herein.

13. Assignment. The Agreement may be assigned by Purchaser without the consent of the Seller, provided that, concurrently with such assignment, Purchaser notifies the Seller of the assignment and of the name and address of the assignee and sends to the Seller a copy of such assignment and a written agreement by the assignee to perform all the terms, promises and conditions of the Agreement.

14. Recording of Option. The parties agree that Purchaser may, but need not, record this Agreement with the County Recorder of Scott County, Iowa. Alternatively, upon Purchaser's request, the parties shall execute and record a memorandum of this Agreement in a form reasonably approved by each party.

15. Environmental Matters.

(a) Definitions. For purposes of this Agreement, "Hazardous Material" means:

(i) "hazardous substances," as defined by the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 *et seq.*, as amended or hereafter amended;

(ii) "hazardous wastes," as defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6903 *et seq.*, as amended or hereafter amended;

(iii) "hazardous substances" or "hazardous waste" as defined under Chapter 455B, Iowa Code, as amended or hereafter amended;

(iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended;

(v) petroleum and petroleum products;

(vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011 *et seq.*, as amended or hereafter amended;

(vii) asbestos in any form or condition;

(viii) any "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act, 42 U.S.C. §6991 *et. seq.*, as amended or hereafter amended; or

(ix) any "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), as amended or hereafter amended.

(b) Representations and Warranties. Seller hereby represents and warrants to Purchaser that as of the Effective Date hereof and as of the Closing Date:

(i) The Property and the use and operation thereof, are currently in compliance with all applicable laws, ordinances, requirements and regulations relating to public health and safety and protection of the environment ("Environmental Laws"). The Seller and the Property are in material compliance with all governmental permits and licenses required by the business heretofore conducted by the Seller on the Property. All Hazardous Material generated or handled on the Property have been disposed of in a lawful manner and the Property is free of Hazardous Material.

(ii) No generation, manufacture, storage, treatment, transportation or disposal of Hazardous Material has occurred or is occurring on or from the Property, except the use of normal farm chemicals applied to crops in accordance with manufacturer's label instructions. No environmental or public health or safety hazards currently exist with respect to the Property or the business or operations conducted thereon. No underground storage tanks (including petroleum storage tanks) are present on or under the Property, except as has been disclosed in writing to and approved by Purchaser.

(iii) There have been no past, and there are no pending or threatened: (a) actions or proceedings by any governmental agency or any other entity regarding public health risks or the environmental condition of the Property, or the disposal or presence of Hazardous Material, or regarding any Environmental Laws; or (b) liens or governmental actions, notices of violations, notices of noncompliance or other proceedings of any kind that could impair the value of the Property.

(c) Right of Entry and Investigation. Purchaser and its agents and representatives shall have the right, but not the obligation, to enter upon the Property at any time prior to the Closing Date to undertake sampling and/or site assessments of the Property. The Seller shall, upon request of Purchaser, provide to Purchaser a description of all known operations, past and present, undertaken at the Property and any existing maps and diagrams designating the location of past and present operations and past and present storage and/or disposal of Hazardous Material, above and below ground, on the Property. The Seller shall cooperate with reasonable requests for interviews with knowledgeable personnel. In the event that Purchaser undertakes site assessments and/or sampling of the Property, then such site assessments and/or sampling shall be completed at Purchaser's expense.

(d) Cancellation. If Purchaser's site assessments and/or sampling reveal that there has been a spill or discharge of a Hazardous Material on the Property, that the Property does not comply with all Environmental Laws, or is not suitable for the intended use of the Property by Purchaser, Purchaser shall have the right to terminate this Agreement on or before the Termination Date, upon notice to the Seller, in which event, Seller shall refund to Purchaser the Option Price and neither party shall have any further obligation to the other.

(e) Indemnification. The Seller shall indemnify, defend and hold harmless Purchaser from and against any and all claims, liabilities, losses, damages and costs, foreseen and unforeseen, including, without limitation, attorney fees, engineering and other professional or expert fees, arising out of or in any manner directly or indirectly connected with (i) Hazardous Material existing on the Property on or before the Closing Date; (ii) a breach of Seller's representations and warranties set forth above; (iii) Seller's obligations under this Agreement and/or corrective work performed by Purchaser; (iv) any and all penalties, fines, charges and response costs threatened, sought or imposed on account of a violation or noncompliance with any law, regulation, ordinance or rule pertaining to Hazardous Material existing on the Property on or before the Closing Date; (v) any diminution of the value of the Property which may result from any of the foregoing.

16. Insurance and Care of Property. Seller shall preserve the Property in its present condition until the Closing Date. Seller shall bear the risk of loss or damage to the Property prior to the Closing Date or possession by Purchaser, whichever occurs first. Seller agrees to maintain existing insurance upon the Property until the Closing Date and Purchaser may purchase additional insurance. In the event of substantial damage or destruction prior to the Closing Date, the Agreement shall be null and void; provided, however, Purchaser shall have the option to complete the closing and purchase the Property under this Agreement and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the Closing Date. No other easements, leases, or other agreements shall be entered into by the Seller after the Effective Date until the earlier of (a) the Closing Date or (b) the date the Agreement is terminated in accordance with the terms hereof.

17. Abstract and Title. Seller shall at its cost promptly obtain an abstract of title to the Property continued through at least the Effective Date. The abstract of title shall show marketable title to the Property in Seller in conformity with the Agreement, Iowa law, and the title standards of the Iowa State Bar Association. Title shall be made free and clear of all liens and encumbrances not herein specifically waived or agreed to be assumed by Purchaser. Seller's abstract of title shall be submitted to Purchaser's attorney for examination as soon as is reasonably possible. Any objections to title raised by Purchaser's attorney shall be made in writing as soon thereafter as reasonably possible. Seller shall make every reasonable effort to promptly perfect title and in any event prior to the Closing Date. After closing, the abstract shall be the property of Purchaser.

18. Deed. Upon payment of the Purchase Price, Seller shall convey the Property to Purchaser, or its assignee, by warranty deed free and clear of all leases, liens, encumbrances, taxes and assessments as provided herein.

19. Joint Tenancy. If Seller holds title to the Property in joint tenancy, then the proceeds paid under this Agreement and any continuing rights of Seller in the Property shall belong to the Seller as joint tenants with full rights of survivorship and not as tenants in common.

20. Time is of the Essence. Time is of the essence of this Agreement.
21. Warranties and Obligations to Survive Closing. All warranties and obligations of the parties contained in this Agreement shall survive the Closing Date.
22. Crops. If the Option is exercised by Purchaser and closing hereunder occurs at such a time that Seller is unable to harvest any growing crops, Purchaser shall reimburse Seller or Seller's farm tenants for such crops they were unable to harvest by reason of Purchaser's purchase of the Property. However, Purchaser is not responsible for payment of damages to crops to farm tenants who should have been terminated in accordance with paragraph 26.
23. Extension. Purchaser is entitled to an additional twelve (12) month extension of the Termination Date for the consideration of an additional **Five Hundred Dollars (\$500.00)** being paid to Seller on or before the Termination Date. If this extension is obtained, the additional consideration shall be included in the Option Price and will be credited towards the Purchase Price at closing if Purchaser exercises its Option hereunder.
24. Right of Entry. Seller grants Purchaser a right of access to and entry on the Property to conduct surveys, soil suitability, and other testing as needed (which such surveys and testing shall be at Purchaser's cost). Purchaser agrees to reimburse Seller, or any of their lawful farm tenants, for any damages to crops to the extent caused as a result of Purchaser accessing the Property.
25. Authorization for Zoning and Regulatory Approvals. Seller agrees to execute an authorization, attached hereto as Exhibit "A", to allow Purchaser to file any applications necessary with the State of Iowa, Scott County, any city and any other governmental authority for development or use of the Property.
26. Termination of Farm and Other Tenancies. On an annual basis, on or before September 1 of each year following execution of the Agreement, Seller shall properly and lawfully terminate any existing farm tenancies to the Property and provide Purchaser with written proof of same. Seller shall also terminate any other tenant interests in any portion of the Property in accordance with law or applicable agreement prior to the Closing Date so that the Property is conveyed to Purchaser free and clear of any lease.
27. Successors and Assigns. The Agreement shall be binding upon the respective legal representatives, successors, and assigns of Purchaser and Seller.
28. Entire Agreement. The Agreement is the entire agreement of the Purchaser and Seller with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the parties.

29. Severability, Governing Law and Jury Waiver. Each of the provisions of the Agreement shall be enforceable independently of any other provision of the Agreement and independent of any other claim or cause of action. In the event of any dispute arising under the Agreement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this Agreement without regard to the place of execution or place of performance thereof. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

30. Broker and Real Estate Agent Commissions. Each party represents that it has not engaged a broker or real estate agent for this matter and none are involved in this transaction. Any claim for commission by a broker or real estate agent shall be charged to the party who is determined to have hired the broker or real estate agent.

31. Release of Rights. Seller hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property. Seller understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this Agreement Seller voluntarily gives up any right to this protection for this Property with respect to claims based upon this Agreement.

32. Certification. Purchaser and Seller each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and they are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney fees and costs) arising from or related to any breach of the foregoing certification.

Dated this _____ day of _____, 2015

MIDAMERICAN ENERGY COMPANY

By: _____

Jeffery J. Gust
Vice President, Compliance & Standards

(Acknowledgments on following page)

CORPORATE ACKNOWLEDGEMENT

STATE OF IOWA)
) ss
COUNTY OF _____)

This record was acknowledged before me on _____, 20____, by
Jeffery J. Gust as Vice President, Compliance & Standards for MidAmerican Energy
Company.

Signature of Notary Public

ACCEPTANCE

The Seller accepts the terms of this Option and acknowledges receipt of the Option Price of \$5,520.00.

Dated as of this _____ day of _____ 2015

The City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF IOWA)
COUNTY OF SCOTT) ss

This record was acknowledged before me on _____, 2015,
by _____ as _____
of The City of Davenport, Iowa and by _____
as _____ of The City of Davenport, Iowa.

Signature of Notary Public

EXHIBIT "A"

AUTHORIZATION

The undersigned owner hereby authorizes MidAmerican Energy Company to file any applications deemed necessary with the State of Iowa, a county, a city and any other governmental unit, for or relating to the Property (as described below). A photocopy of this authorization shall serve the same as an original.

By: _____

Name Printed: _____

Title: _____

By: _____

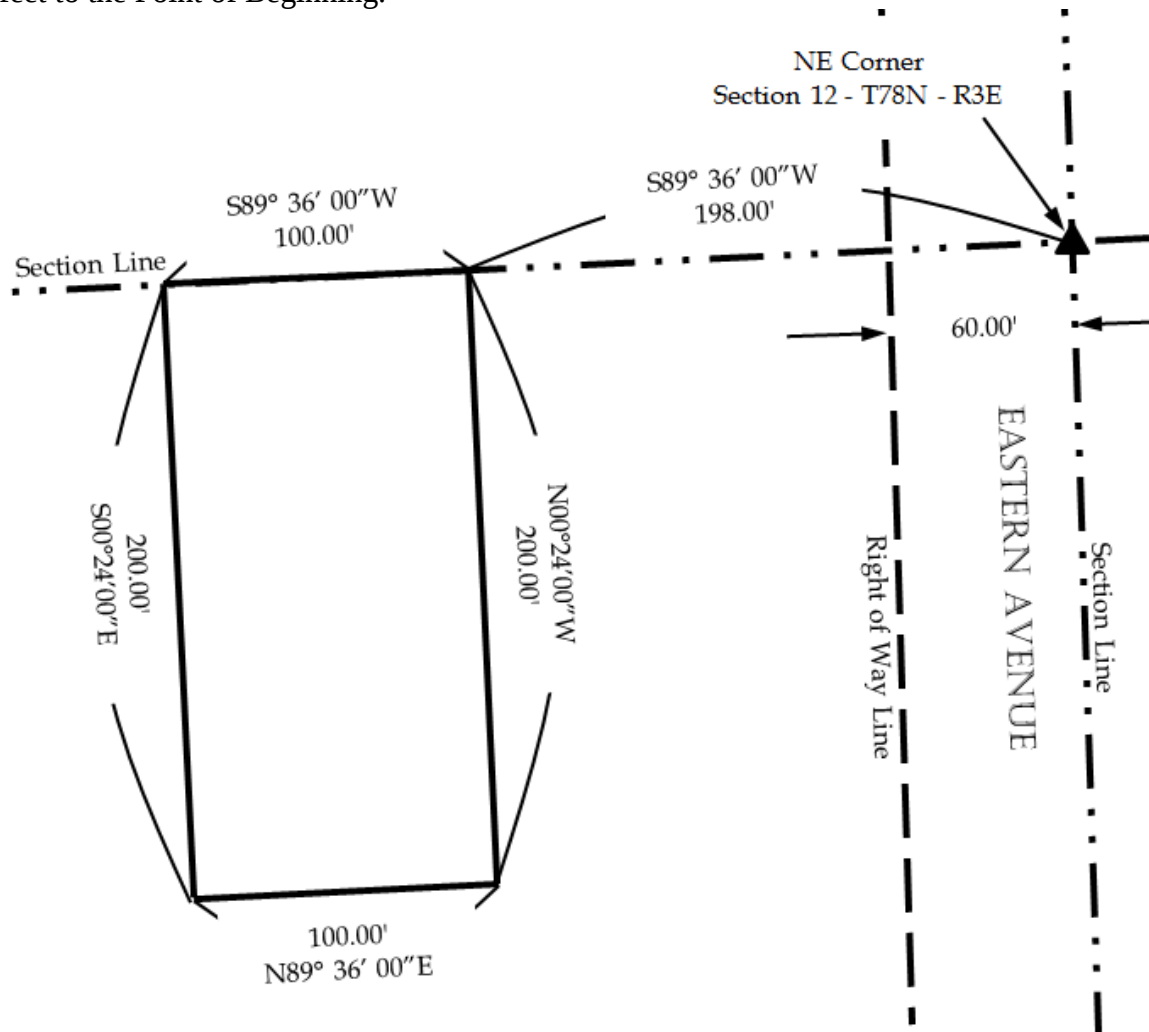
Name Printed: _____

Title: _____

EXHIBIT "B"

Part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 12, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing, as a point of reference, at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12; thence South $89^{\circ} 36' 00''$ West (assumed bearing for the purpose of this description) 198.00 feet along the North line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12 to the Point of Beginning of the tract of land hereinafter described; thence continuing South $89^{\circ} 36' 00''$ West 100.00 feet along the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 12; thence South $00^{\circ} 24' 00''$ East 200.00 feet; thence North $89^{\circ} 36' 00''$ East 100.00 feet; thence North $00^{\circ} 24' 00''$ West 200.00 feet to the Point of Beginning.



Prepared by and return to: Dawn Carlson (563) 333-8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES 4350 DAVENPORT, IOWA 52808-9986

**MIDAMERICAN ENERGY COMPANY
INGRESS AND EGRESS EASEMENT**

Folder No.	<u>131-14GR</u>	State of	<u>Iowa</u>	
Work Req. No.		County of	<u>Scott</u>	
Project No.	<u>55274</u>	Section	<u>1</u>	
		Township	<u>78</u>	North
		Range	<u>3</u>	East of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) The City of Davenport, Iowa, its successors and assigns (Grantor), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns (Grantee), the right and privilege of access over, through and across a tract of land owned by Grantor and located in Scott County, Iowa and being described as follows to wit:

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Part of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.

EASEMENT AREA:

An ingress and egress easement over, under, across and through the West 270.00 feet of the East 330.00 feet of the South 40.00 feet of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.
As shown on Exhibit "A" attached hereto and made a part hereof.

2. Subject to the rights of Grantee herein under, Grantor shall have the right to use and occupy the easement area except as provided otherwise in this easement. Access and admittance into, upon, over and across the above described easement area shall be unobstructed and unimpeded at all times

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the easement area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes or otherwise interfere with the Grantee's rights to operate, access and maintain its facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to tile, crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the ingress/egress easement (except for damage to property placed subsequent to the granting of this easement), that Grantee determines interferes with the operation and maintenance of the facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the easement area is expected and not considered damage to the Grantor.

5. Grantor and Grantee each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will be given the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

8. At such time as Grantee no longer requires the use of the above-described easement area, this easement shall terminate. In this event, Grantee shall file with the County Recorder a release of easement in a form acceptable to the parties.

Dated this ____ day of _____, 2015

The City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2015,

by _____ as _____

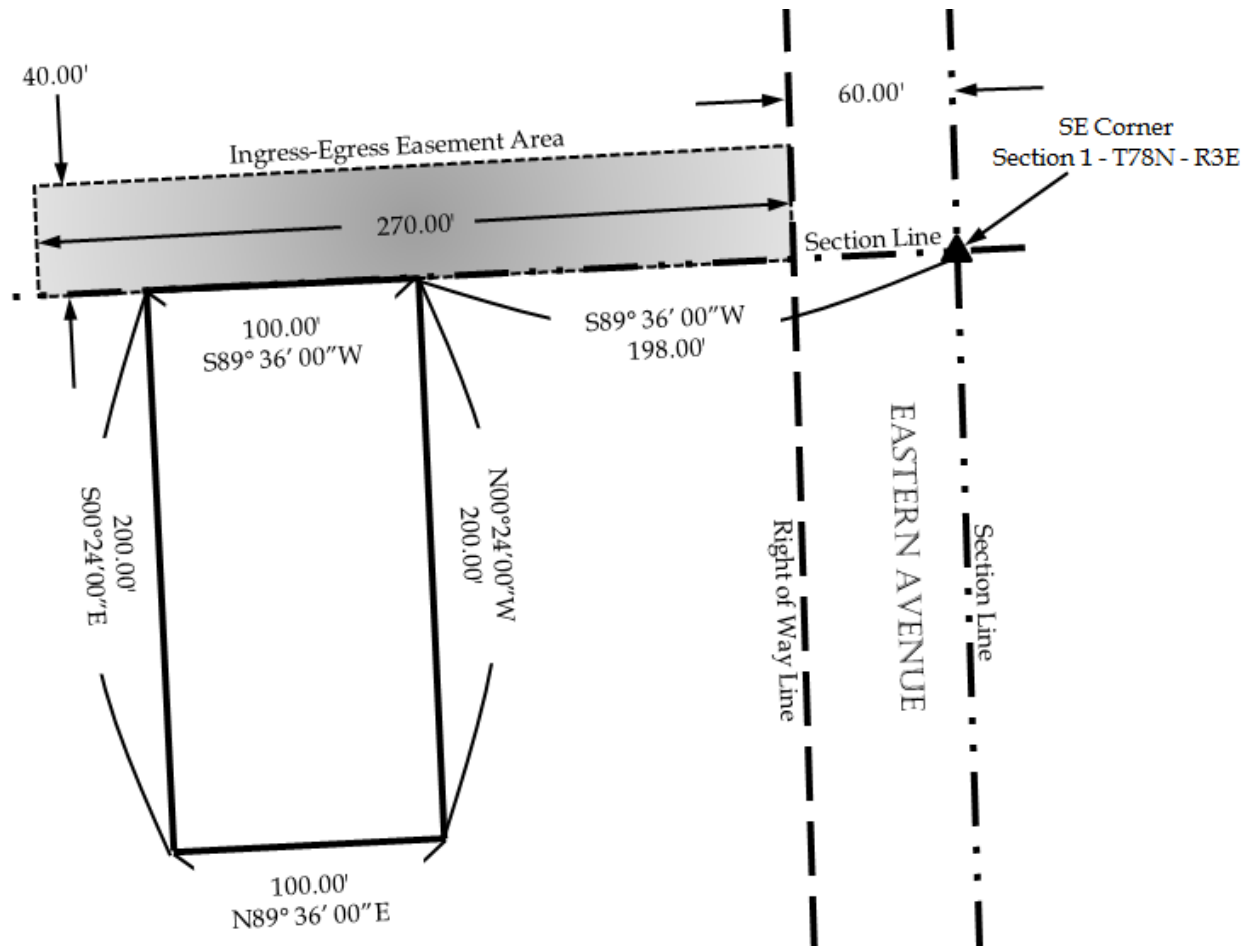
of The City of Davenport, Iowa and by _____

as _____ of The City of Davenport, Iowa.

Signature of Notary Public

Exhibit "A"

An ingress and egress easement over, under, across and through the West 270.00 feet of the East 330.00 feet of the South 40.00 feet of the Southeast Quarter of the Southeast Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M.





City of Des Moines, Iowa
Private parties utilizing City GIS data are solely responsible for their own use.
The City of Des Moines will not be responsible for any data
inaccuracies, omissions, or errors, or for any damages resulting from
information provided and/or any other data provided.

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028



1 INCH = 60 FEET

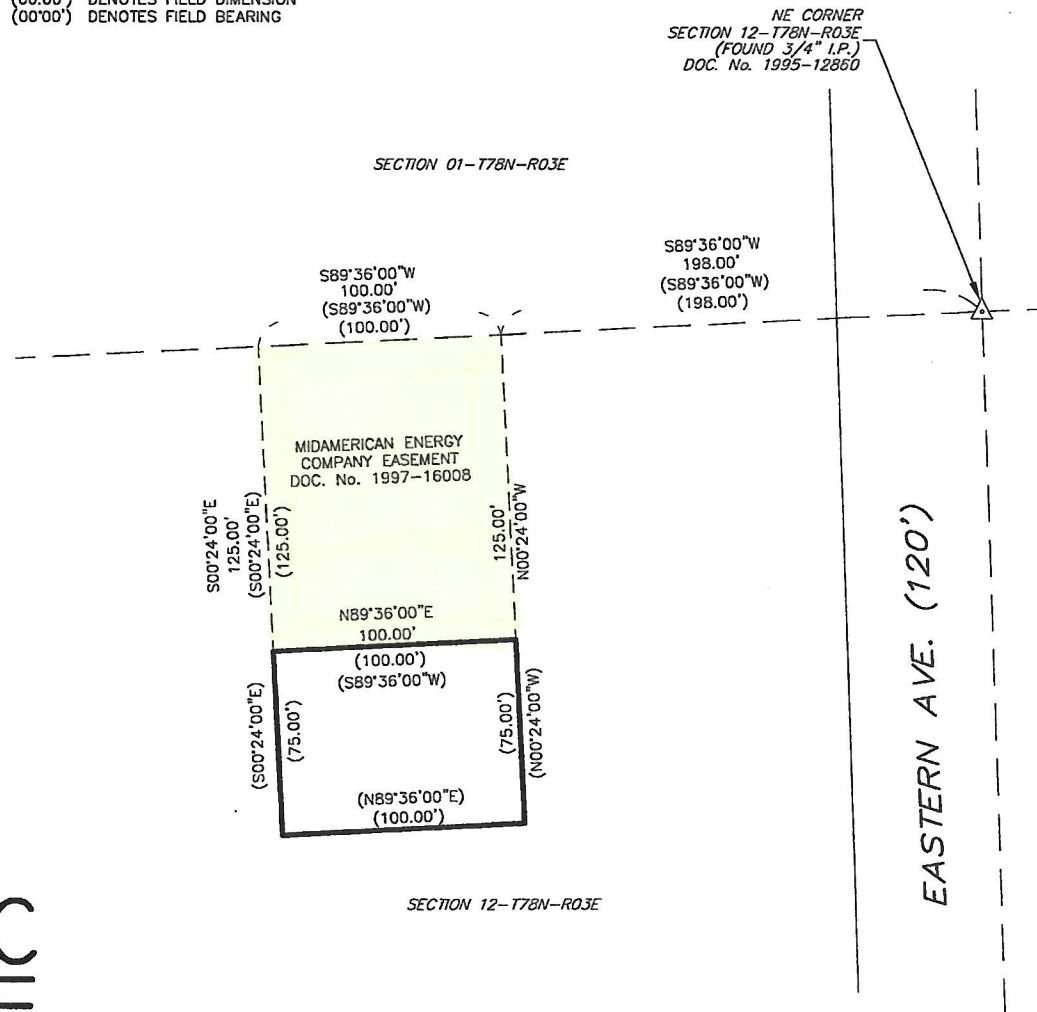
SURVEY LEGEND:

- △ DENOTES SECTION CORNER
- DENOTES FOUND IRON PIN
- 00.00' DENOTES RECORD DIMENSION
- 00°00' DENOTES RECORD BEARING
- (00.00') DENOTES FIELD DIMENSION
- (00°00') DENOTES FIELD BEARING

PLAT OF EASEMENT

PART OF THE NE 1/4, SECTION 12-T78N-R03E,
DAVENPORT, SCOTT COUNTY, IOWA
PLAT FOR: MIDAMERICAN ENERGY COMPANY
PROPRIETOR: CITY OF DAVENPORT

SHEET 2 OF 2



CS

CES FILE NO. 2817

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Joe Balge; (563) 327-5105
Wards: 3

Action / Date
PW10/7/2015

Subject:

Resolution accepting the Centennial Park Lighting Project in the amount of \$226,338 to Ardent Lighting Group, L.L.C. budgeted in CIP Project #10423. [Ward 3]

Recommendation:

Pass of the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This project installed light fixtures around the rugby/soccer/cricket field in Centennial Park and created a safer environment after sunset.

The final cost of the project is \$226,338.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 10:45 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 10:46 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 11:08 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolved by the City Council of the City of Davenport.

Resolution accepting the Centennial Park Lighting Project in the amount of \$226,338 to Ardent Lighting Group, L.L.C. budgeted in CIP Project #10423.

Now, therefore, be it resolved, by the City Council of the City of Davenport that

Section 1. That it is hereby found and determined that the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract, and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total construction cost of said project is in the total amount of \$226,338.80.

Section 3. That except for the retainage held by the City pursuant to Chapter 563 of the Code of Iowa, which shall be paid to the contractor not less than thirty (30) days after the acceptance of the work, the amount due the contractor is hereby ordered paid by the issuance to the contractor of anticipatory warrant or warrants, in accordance with Section 384.57 of the Code of Iowa, 2013, as amended, or from such other fund or funds as may be available for that purpose, such warrant or warrants and amounts paid from any such fund or funds to be paid and replaced to the extent possible from the proceeds of special assessments and the sale of special assessment bonds.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 14th day of October, 2015.

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart 563-327-5155
Wards: All

Action / Date
PW10/6/2015

Subject:

Resolution approving a contract amendment in the amount of \$720,000 for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding. [All Wards]

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

The Street Micro-surfacing Program is a pavement preservation technique which rejuvenates and revitalizes the asphalt streets throughout the City. The process fills ruts, seals the surface to limit water damage to the pavement and generally extends the life of the pavement between 3 to 15 years depending on the process used. The proposed improvements generally consist of applying either a single pass micro-surfacing layer or a thicker, more robust, cape seal over existing hot mix asphalt (HMA) depending on existing street condition. Contract administration is performed by the Engineering Division.

This program is currently under contract with Missouri Petroleum. An additional list of streets was approved in June 2015 for being added to the program utilizing the additional Road-Use Tax funding generated by the ten cent tax increase intended for repairing roadways within the State of Iowa. This resolution will amend the current contract in the amount of \$720,000. CIP Project #10550.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 11:01 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 11:01 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 11:08 AM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

Resolution approving a contract amendment in the amount of \$720,000 for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding.

WHEREAS, the City of Davenport entered into a contract with Missouri Petroleum, Inc. for the Year 2015 Street Resurfacing – Micro-Surfacing Program, and

WHEREAS, City Council has requested that additional Road Use Tax Funding be used for this program, and

WHEREAS, an adjustment of contract amount has become necessary in order to add additional streets to the contract, and

WHEREAS, this work was authorized by Council by resolution on June 10, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order Number One in the amount of \$720,000.00 for the Year 2015 Street Resurfacing – Micro-Surfacing Program is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 14th day of October, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

Approved List of Additional Streets:

Division St. – W. Locust St. to W. Kimberly Road Wards 2, 4 & 7

Telegraph Rd. – Wilkes Ave. to Cedar St. Wards 3 & 4

Gaines St. – W. 5th to W. 9th Streets Ward 3

W. 14th St. – Division to Bridge Ward 4

W. 12th St. – Marquette St. to Division St. Wards 3 & 4

W. 13th St. – Washington St. to Division St. Ward 4

If additional funding is available and dependent on actual quantities used, the following streets may be added:

W. Locust St. – Clark St. to Eastern Ave Wards 1, 4 & 5

W. 49th St. – Division to Pine Ward 8

Main St. – 5th to 13th Streets Ward 3

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Joe Balge; (563) 327-5105
Wards: 5 & 6

Action / Date
PW10/7/2015

Subject:

Motion approving Change Order #1 in the amount of \$75,069.83 to the construction contract with Brandt Construction Company for the Jersey Ridge Resurfacing Project – Elm to Kirkwood, CIP Project# 10550. This project is currently in the close out phase. [Wards 5 & 6]

Recommendation:

Pass the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

Street Resurfacing is a yearly maintenance program performed on asphalt streets.

The process of full street resurfacing includes multiple operations: roto-milling to remove the existing asphalt, full depth patching any underlying base problems, curb and gutter as necessary, laying new asphalt, raising storm and sanitary sewer castings and rehabilitating ADA ramps. This contract will resurface Jersey Ridge Road from Elm Street to Kirkwood Boulevard.

This change order is for additional excavation due to substandard sewer lines.

SUMMARY OF CONTRACT AMOUNT:

Original Contract: \$ 666,440.90
Previous Additions to Contract \$ 0.00
This Change Order \$ 75,069.83
Amended Contract Amount: \$ 741,510.73

ATTACHMENTS:

Type	Description
▢ Backup Material	JR Resurfacing - CO1 MH F-3-37

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/10/2015 - 12:04 PM
Public Works Committee	Lechvar, Gina	Approved	9/10/2015 - 1:45 PM
City Clerk	Spiegel, Corri	Rejected	9/10/2015 - 3:36 PM
Public Works - Engineering	Lechvar, Gina	Approved	9/30/2015 - 5:02 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 9:58 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:06 AM



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CONSTRUCTION MGR _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

CONTRACTOR: Brandt Construction Co.
ADDRESS: 700 4th St. W, Milan, IL 61264

PROJECT TITLE: **Jersey Ridge Road Resurfacing – Elm to Kirkwood**
CIP #: 10550, ORG #: 70014694, OBJECT #: 530350

Description to Contractor

Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #1**

CHANGE ORDER DESCRIPTION:

The Jersey Ridge Resurfacing contract included the repair and replacement of manhole F-3-37, on the south side of the intersection of East St. and Jersey Ridge. When the sanitary manhole was excavated it was deeper than anticipated and the laterals going into the manhole were in worse condition than expected. This required the contractor to excavate back further to find an acceptable place to tie into the existing laterals and main lines. The contractor also found additional live laterals there were not connected properly and needed to be connected to the new manhole. Sanitary manhole F-3-37 was close to a 48" storm pipe that when uncovered the top of the pipe was found to have deteriorated and collapsed due to one of the sanitary laterals leaking onto it. Besides the repairs required for the manhole and the surrounding utilities during this time there was heavy downpours which caused some cave-ins of the excavated area. Due to the uncertainty of the extra work the work was recorded using force account. This work took place throughout June 2015.

Total Cost: \$75,069.83

Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 666,440.90
Previous Additions to Contract	\$ 0.00
<u>This Change Order</u>	<u>\$ 75,069.83</u>

Amended Contract Amount: \$ 741,510.73

Recommend/Approved: _____
(Up to \$5,000) Joe Balge P.E., Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

Recommend/Approved: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Date: _____

Recommend/Approved: _____
(Up to \$25,000) Interim City Administrator

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

Recommend/Approved: _____ Date: _____
(Over \$100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Joe Balge; (563) 327-5105
Wards: 5 & 6

Action / Date
PW10/7/2015

Subject:

Motion approving Change Order #2 in the amount of \$72,074 to the construction contract with Brandt Construction Company for the Jersey Ridge Resurfacing Project - Elm to Kirkwood, CIP Project #10550. This project is currently in the close out phase. [Wards 5 & 6]

Recommendation:

Pass the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

Street Resurfacing is a yearly maintenance program performed on asphalt streets.

The process of full street resurfacing includes multiple operations: roto-milling to remove the existing asphalt, full depth patching any underlying base problems, curb and gutter as necessary, laying new asphalt, raising storm and sanitary sewer castings and rehabilitating ADA ramps. This contract will resurface Jersey Ridge Road from Elm Street to Kirkwood Boulevard.

This change order was needed after subsurface conditions were found and were not adequate to support new pavement.

SUMMARY OF CONTRACT AMOUNT:

Original Contract: \$ 666,440.90
Previous Additions to Contract \$ 75,069.83
This Change Order \$ 72,074.85
Amended Contract Amount: \$ 813,585.58

ATTACHMENTS:

Type	Description
Backup Material	JR Resurfacing - CO2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 9:53 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 9:54 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 10:06 AM



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CONSTRUCTION MGR _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

CONTRACTOR: Brandt Construction Co.
ADDRESS: 700 4th St. W, Milan, IL 61264

PROJECT TITLE: **Jersey Ridge Road Resurfacing – Elm to Kirkwood**
CIP #: 10550, ORG #: 70014694, OBJECT #: 530350

Description to Contractor

Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #2**

CHANGE ORDER DESCRIPTION:

1. PCC Patching – After milling poor subsurface conditions were found which were not adequate to support new pavement. Some of these areas were able to be corrected by thickening the asphalt base but in other areas (especially along the west side of the road south of East St.) this would not support the new roadway and concrete patches were required. The sewer repair and associated work for manhole F-3-37 required a large concrete patch due to the size of the excavation required for the repairs. Cost: \$42,147.00
2. Granular Backfill – Because of the additional concrete patching the granular backfill item's quantities increased. Cost: \$8,948.00
3. Cold Patch for Bix 7 – The contractor was required to have the roadway open during the Bix 7 race but was in the middle of performing sewer repairs the week before the race. The contractor filled the holes up with aggregate but because of the increased traffic this did not stay in the excavated areas and the contractor was asked by the City to put cold patch asphalt in the trenches to create a safe driving surface. Cost: \$1,236.07
4. Curb and Gutter Remove and Replace – Curb and gutter was measured before the project to determine quantities for removal and replacement but after milling the roadway and exposing more of the curb and gutter additional locations needed to be replaced. Cost: \$7,006.00
5. Single Catch Basin Rebuild – One of the brick catch basins which was being tied into with the new sewer crossing the road was deteriorated to a point where it was not usable. The intake was rebuilt. Cost: \$2,300.00
6. Additional Milling (PCC & HMA) and Base Prep – The project limits were extended to 12th St. (one block south of plan project limits) to meet up to where the microsurfacing project ended. This was done to avoid leaving one block of Jersey Ridge in the East Village that had not been resurfaced. Cost: \$4,039.78
7. Pipe Remove and Replace – After excavating for one of the repairs the contractor had to extend the repair area to find an acceptable portion of pipe to connect to. This was an unexpected repair between two structures to repair a damaged sewer line. Cost: \$2,898.00
8. Manhole Chimney Seal – The plan quantities of chimney seals was exceeded because the City wanted to seal the exposed manholes while they could to update the City's infrastructure. This will extend the life of both the new and old structures where this work was done. Cost: \$3,500.00

Total Cost: \$72,074.85
Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 666,440.90
Previous Additions to Contract	\$ 75,069.83
<u>This Change Order</u>	<u>\$ 72,074.85</u>

Amended Contract Amount: \$ 813,585.58



City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

Recommend/Approved: _____ Date: _____
(Up to \$5,000) Joe Balge P.E., Project Manager

Recommend/Approved: _____ Date: _____
Contractor

Recommend/Approved: _____ Date: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Recommend/Approved: _____ Date: _____
(Up to \$25,000) Corrin Spiegel, Interim City Administrator

Recommend/Approved: _____ Date: _____
(Up to \$100,000) Chair, Public Works Committee

Required: Green Sheet Motion to Approve Council Meeting Date: _____

Recommend/Approved: _____ Date: _____
(Over \$100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

City of Davenport

Agenda Group: Public Works
Department: PW - Engineering
Contact Info: Nick Schmuecker 327-5162
Wards: 1 & 3

Action / Date
PW10/7/2015

Subject:

Motion to award the contract for the brick street base reconstruction to Langman Construction of Rock Island, IL in the amount up to \$724,777. [Wards 1 & 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially accountable City government.

Background:

A request for bids was issued on and was sent to 247 contractors. On September 22, 2015 the Purchasing Division recieved and opened four responsive and responsible bids. See attached bid tabulation.

The project will consist of the rehabilitation of brick streets that are protected by City ordinance. The streets are repaired by removing and setting aside the bricks while removing existing subbase and replacing the new. The bricks will then be placed by City crews at a later date.

Funding for this work will come from CIP #35010 with an availble balance of \$724,777. Funding for this account is from Road Use Tax.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/1/2015 - 3:30 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 3:30 PM
City Clerk	Admin, Default	Approved	10/2/2015 - 10:34 AM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: BRICK STREETS BASE RECONSTRUCTION

BID NUMBER: 16-21

OPENING DATE SEPTEMBER 22, 2015

RECOMMENDATION: AWARD THE CONTRACT TO LANGMAN CONSTRUCTION,
INC. OF ROCK ISLAND, IL

<u>CONTRACTOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
LANGMAN CONSTRUCTION, INC.	ROCK ISLAND, IL	\$742,616
HAWKEYE PAVING CORPORATION	BETTENDORF, IA	\$774,620
VALLEY CONSTRUCTION CO.	ROCK ISLAND, IL	\$877,777
KELLY CONSTRUCTION OF DAV, INC.	DAVENPORT, IA	\$952,867

Prepared By Cindy Whitaker
Purchasing

Approved By Todd Sum
Department Director

Approved By Brandi Coyle
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jim Bengé (563)327-5141
Wards: 3

Action / Date
PW10/7/2015

Subject:

Motion approving Change Order #2 to Tricon Construction Group in the amount of \$32,900 for the Central Fire Station Addition and Renovation. This change order is for paving and perimeter fence work at 320 N. Ripley Street, CIP Project #02348. [Ward 3]

Recommendation:

Pass the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This change order approves the additional construction services required for the installation of the new east parking area for the Central Fire Station. Tricon is to perform the install of the asphalt paving and perimeter fencing work. This work is to be performed at the former location of the Horst Building located at the address of 320 North Ripley Street - south of 4th Street/Ripley Street intersection.

The Central Fire Station located at 331 Scott Street was opened in 1902; the main building was designed by Gustav Hanssen and is listed on the National Register of Historic Places. Over the course of its life the Central Fire Station has had two additions, 1940 and 1951, and several renovations. Because of its age, space and access problems, the City of Davenport through its RFQ processes solicited proposals and held interviews to obtain a qualified and experienced Architect and Construction Manager to assist in designing and developing construction documents suitable for obtaining competitive bids and managing the construction/renovation of the Central Fire Station in accordance with local, state and federal codes. The project includes construction of an 20,700 SF addition and the 10,800 SF renovation of the existing Central Fire Station. The budget to complete the project is estimated to be \$15.2 million, which will be funded by General Obligation Bonds.

This change order approves the additional construction services requested and to be performed by the Tricon. The funding of this change order is from the current CIP and was provided for by the overall savings that occurred during the bid process of April 2015.

SUMMARY OF CONTRACT AMOUNT:

Original Contract: \$ 1,562,000
Previous Change Orders #1 \$ 0
Change Order #2 \$ 32,900

Amended Contract Amount: \$ 1,594,900

ATTACHMENTS:

Type

Description

▢ Backup Material

▢ Backup Material

Change order

CFS - East Parking Lot Prime Contractor Cost
Analysis

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 12:03 PM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 12:03 PM
City Clerk	Admin, Default	Approved	10/1/2015 - 1:03 PM



City of Davenport
Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

Mr. Ron Richard
Tricon Construction Group
2245 Kerper Boulevard
Dubuque, IA 52001

RE: Central Fire Station – BP06A – General Trades - Change Order # 2
CIP 02348 – Contract# 787301527

Dear Mr. Richard:

This change order is for the additional materials, labor and equipment required for the asphalt paving and fencing installations associated with the new east parking area for the Central Fire Station. This new parking is to be located at the existing Horst Building located south of the 4th Street and on the west side of Ripley Street. Note that the existing building is to be removed to make room for this parking area that will be used then by the fire department. This additional scope of work was a bid alternate that had been designed and then priced during original bid process.

CHANGE ORDER DESCRIPTION:

1. This change order represents a cost increase as agreed to below. Schedule adjustment of 10 days relating to the scope of work added.
Cost: (+) \$32,900.00 (Increase) - Working Days Adjustment: +5 Days/Schedule Adjustment

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 1,562,000.00
Previous Change Orders	\$ 0.00
<u>This Change Order</u>	<u>\$ 32,900.00</u>
Non-Amended Contract Amount:	\$ 1,594,900.00

Recommend/Approved: _____ Date: _____
(Up to \$5,000) Project Manager

Recommend/Approved: _____ Date: _____
Contractor

Recommend/Approved: _____ Date: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Recommend/Approved: _____ Date: _____
(Up to \$25,000) Corrin Spiegel, City Administrator

Recommend/Approved: _____ Date: _____
(Up to \$100,000) Chair, Public Works Committee

Required: Green Sheet Motion to Approve Council Meeting Date: N.A.

Recommend/Approved: N.A. Date: N.A.
(Over \$100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve Council Meeting Date: N.A.



City of Davenport - Central Fire Station
East Parking Alternate

Item	Description	Cost Impact
1	Demolition Contractor	\$58,000
2	Building / Site Concrete Contractor	\$8,671
3	Electrical Contractor	\$3,500
4	Sitework Contractor	\$44,540
5	General Trades Contractor	\$17,000
6	Asphalt Contractor	\$15,900
	Total Sum of Items	\$147,611

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jim Benge (563) 327-5141
Wards: 3

Action / Date
PW10/13/2015

Subject:

Motion approving Change Order #2 to McAdam Inc. in the amount of \$58,000 for the Central Fire Station Addition and Renovation. This change order approves construction services required for the installation of the new parking area for Central Fire Station, CIP Project #02348. [Ward 3]

Recommendation:

Pass the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This change order approves the additional construction services required for the installation of the new east parking area for the Central Fire Station. McAdam is to perform the removal of utilities and demolition of the existing Horst Auto Parts Building located at the address of 320 North Ripley Street - south of 4th Street/Ripley Street intersection.

The Central Fire Station located at 331 Scott Street was opened in 1902; the main building was designed by Gustav Hanssen and is listed on the National Register of Historic Places. Over the course of its life the Central Fire Station has had two additions, 1940 and 1951, and several renovations. Because of its age, space and access problems, the City of Davenport through its RFQ processes solicited proposals and held interviews to obtain a qualified and experienced Architect and Construction Manager to assist in designing and developing construction documents suitable for obtaining competitive bids and managing the construction/renovation of the Central Fire Station in accordance with local, state and federal codes. The project includes construction of an 20,700 SF addition and the 10,800 SF renovation of the existing Central Fire Station. The budget to complete the project is estimated to be \$15.2 million, which will be funded by General Obligation Bonds.

This change order approves the additional construction services requested and to be performed by the Mc Adam Inc. The funding of this change order is from the current CIP and was provided for by the overall savings that occurred during the bid process of April 2015.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 136,690
Previous Change Orders #1	\$ 18,877
<u>Change Order #2</u>	<u>\$ 58,000</u>

Amended Contract Amount: \$ 213,567

ATTACHMENTS:

Type

Description

▣ Backup Material

CFS_PW_CHANGE ORDER #2

McAdams_Exc_Demo_r0

▣ Backup Material

CFS - East Parking Lot Prime Contractor Cost
Analysis

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 10:53 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 10:53 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 11:17 AM



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

Mr. Dave McAdam
McAdam Inc.
736 Federal Street
Davenport, IA 52803

RE: Central Fire Station – BP02A – Demolition - Change Order # 2
CIP 02348 – Contract# 787301504

Dear Mr. McAdam:

This change order is for the additional materials, labor and equipment required for the demolition and removal of the existing Horst Building located south of the 4th Street and on Ripley Street for the new east parking area for the Central Fire Station. This additional scope of work was a bid alternate that had been designed and then priced during original bid process.

CHANGE ORDER DESCRIPTION:

1. This change order represents a cost increase as agreed to below. Schedule adjustment of 5 days or more relating to the scope of work was foreseen.
Cost: (+) \$58,000.00 (Increase) - Working Days Adjustment: +5 Days/Schedule Adjustment

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 136,690.00
Previous Change Orders	\$ 18,877.00
<u>This Change Order</u>	<u>\$ 58,000.00</u>
Non-Amended Contract Amount:	\$ 213,567.00

Recommend/Approved: _____
(Up to \$5,000) Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

Recommend/Approved: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Date: _____

Recommend/Approved: _____
(Up to \$25,000) Corrin Spiegel, City Administrator

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

Recommend/Approved: _____
(Over \$100,000) N.A.
City Clerk, City of Davenport

Date: _____ N.A.

Required: Green Sheet Resolution to Approve

Council Meeting Date: _____ N.A.



City of Davenport - Central Fire Station
East Parking Alternate

Item	Description	Cost Impact
1	Demolition Contractor	\$58,000
2	Building / Site Concrete Contractor	\$8,671
3	Electrical Contractor	\$3,500
4	Sitework Contractor	\$44,540
5	General Trades Contractor	\$17,000
6	Asphalt Contractor	\$15,900
	Total Sum of Items	\$147,611

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jim Bengé (563) 327-5141
Wards: 3

Action / Date
PW10/7/2015

Subject:

Motion approving Change Order #2 to Miller Trucking and Excavating in the amount of \$44,540 for the Central Fire Station Addition and Renovation. This change order is for the removal of utilities and demolition of the existing building at 320 N. Ripley Street that will be used utilized for parking, CIP Project #02348. [Ward 3]

Recommendation:

Pass the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This change order approves the additional construction services required for the installation of the new east parking area for the Central Fire Station. Miller Trucking and Excavating is to perform the site work required after the removal of utilities and demolition of the existing Horst Building located at the address of 320 North Ripley Street - south of 4th Street/Ripley Street intersection.

The Central Fire Station located at 331 Scott Street was opened in 1902; the main building was designed by Gustav Hanssen and is listed on the National Register of Historic Places. Over the course of its life the Central Fire Station has had two additions, 1940 and 1951, and several renovations. Because of its age, space and access problems, the City of Davenport through its RFQ processes solicited proposals and held interviews to obtain a qualified and experienced Architect and Construction Manager to assist in designing and developing construction documents suitable for obtaining competitive bids and managing the construction/renovation of the Central Fire Station in accordance with local, state and federal codes. The project includes construction of an 20,700 SF addition and the 10,800 SF renovation of the existing Central Fire Station. The budget to complete the project is estimated to be \$15.2 million, which will be funded by General Obligation Bonds.

This change order approves the additional construction services requested and to be performed by the Miller Trucking and Excavation. The funding of this change order is from the current CIP and was provided for by the overall savings that occurred during the bid process of April 2015.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 373,080
Previous Change Orders #1	\$ 0
<u>Change Order #2</u>	<u>\$ 44,540</u>

Amended Contract Amount: \$ 417,620

ATTACHMENTS:

Type	Description
▢ Backup Material	CFS_PW_CHANGE ORDER #2 Miller Trucking - Sitework
▢ Backup Material	CFS - East Parking Lot Prime Contractor Cost Analysis

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/1/2015 - 11:38 AM
Public Works Committee	Lechvar, Gina	Approved	10/1/2015 - 11:38 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 1:02 PM



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807
Telephone: 563-326-7923 Fax: 563-327-5182

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

Mr. Jarrod Miller
Miller Trucking & Excavating
3303 John Deere Rd.
Silvis, IL 61282

RE: Central Fire Station – BP31A – Sitework- Change Order # 2
CIP 02348 – Contract# 787301506

Dear Mr. Miller:

This change order is for the additional materials, labor and equipment required for the site-work involved at the existing Horst Building located south of the 4th Street and on Ripley Street for the new east parking area for the Central Fire Station. This additional scope of work was a bid alternate that had been designed and then priced during original bid process.

CHANGE ORDER DESCRIPTION:

1. This change order represents a cost increase as agreed to below. Schedule adjustment of 5 days relating to the scope of work was foreseen.

Cost: (+) \$44,540.00 (increase) - Working Days Adjustment: 5 Days/Schedule Adjustment

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 373,080.00
Previous Change Orders	\$ 0.00
<u>This Change Order</u>	<u>\$ 44,540.00</u>
Non-Amended Contract Amount:	\$ 417,620.00

Recommend/Approved: _____
(Up to \$5,000) Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

Recommend/Approved: _____
(Up to \$15,000) Michael Clarke, Public Works Director

Date: _____

Recommend/Approved: _____
(Up to \$25,000) Corrin Spiegel, City Administrator

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

Recommend/Approved: _____
(Over \$100,000) N.A.
City Clerk, City of Davenport

Date: _____ N.A.

Required: Green Sheet Resolution to Approve

Council Meeting Date: _____ N.A.



City of Davenport - Central Fire Station
East Parking Alternate

Item	Description	Cost Impact
1	Demolition Contractor	\$58,000
2	Building / Site Concrete Contractor	\$8,671
3	Electrical Contractor	\$3,500
4	Sitework Contractor	\$44,540
5	General Trades Contractor	\$17,000
6	Asphalt Contractor	\$15,900
	Total Sum of Items	\$147,611

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Brandon Wright - 326-7750
Wards: 6

Action / Date
FIN10/7/2015

Subject:

Motion approving an economic development incentive payment of not-to-exceed \$3,965,000 related to the Elmore Avenue South Extension project (one phase of a two-phase project) from the northern terminus of Elmore Avenue to just north of Veterans Memorial Parkway. [Ward 6]

Recommendation:

Approve the motion

Relationship to Goals:

Welcoming investment

Background:

On June 25, 2014, the City Council approved an amendment to the joint development agreement with Scott County Casino, LLC that provided an economic development incentive for the extension of Elmore Avenue. This motion approves the first portion of this project known as Elmore Extension South, which runs from the current terminus of Elmore Avenue to just north of Veterans Memorial Parkway. The economic development incentive amount for Elmore Extension South is not-to-exceed \$3,965,000. The final price will vary slightly due to interest costs depending on the day of the closing.

Attached is supporting paperwork for eligible costs associated with the economic development incentive. City staff have reviewed these costs as they relate to the terms of the June 25 amendment to the joint development agreement and find that they are normal and customary amounts consistent with the terms of the agreement. A map of the Elmore Extension South project area is also attached.

Under the terms of the joint development agreement, Scott County Casino is required to construct a land-based casino of not-less-than \$100 million. With a final economic development incentive amount estimated at \$13.8 million, the City's full participation in this project will be no more than 13.8% of overall project costs and as low as 5.4% if the entire 250-acre site is taken into account. In addition to servicing the new land-based casino, the extension of Elmore Avenue will open up 250 acres as a continuation of the strongest economic corridor in the Quad Cities. The development of this area is estimated to grow Davenport's property tax base by \$250 million with a new development already occurring with Mills Chevrolet. Interest from other private developers and companies remains high.

The development of this area with 13.8% of public funds is conservative based on other major economic development projects. Below are some examples of other large-scale projects that involved more typical amounts of public investment and do not provide the same level of community impact as opening 250 acres to mixed-use development.

CITY	PROJECT	PUBLIC SUBSIDY %
Des Moines	Downtown Convention Hotel	19%

Waterloo	Reinvestment District	28%
Cedar Rapids	Westdale Mall	35%
Sioux City	Hard Rock Casino	19%
Altoona	Bass Pro Shops	100%

The entire Elmore Extension project (both phases) of \$13.8 million will be funded through the issuance of bonds abated by tax increment financing (TIF) generated from the casino development alone. The joint development agreement has a minimum assessment valuation for the new casino of \$55 million. In addition to the use of TIF funds, the City will use the 0.4% casino improvement district funds described in the joint development agreement as a source of bond repayment. The casino improvement district funds are estimated to total \$1.9 million.

ATTACHMENTS:

Type	Description
▢ Backup Material	Supporting Documents - Payment
▢ Backup Material	Project Location Map

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/1/2015 - 2:20 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/1/2015 - 2:21 PM
City Clerk	Admin, Default	Approved	10/1/2015 - 2:46 PM

**APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR/CONSTRUCTION MANAGER AND SUBCONTRACTOR TO OWNER**

Development Title: ELMORE AVENUE EXTENSION II
 Lender: FORT MADISON BANK & TRUST
 Owner: BAXTER CONSTRUCTION COMPANY,
 Architect: MCCLURE ENGINEERING ASSOCIATES
 Contractor/Construction Manager: BAXTER CONSTRUCTION COMPANY, LLC

Date: 8/31/2015
 Payment Application: FINAL
 Period: 07.21.15 TO END OF PROJECT
 Change Orders #:
 Project No.:

Item #	Contractor	Scope Of Work	Estimate	Contract Amount	Change Orders	Revised Contract Amount	Work Completed/ Stored To Date	Total Retained Including This Application	Previously Paid	Current Payment Due	Balance To Become Due (Including Retainage)
							Dollar Value				
Hard Construction (HC) Costs											
1	CJ Moyna	Grading	\$ 331,398.00	\$ 395,000.00	\$ 107,507.50	\$ 502,507.50	100 %	\$ 502,507.50	\$ -	\$ 359,050.95	\$ 143,456.55
2	CJ Moyna	Site Utilities	\$ 943,210.00	\$ 1,159,811.00	\$ 16,158.79	\$ 1,175,969.79	100 %	\$ 1,175,969.79	\$ -	\$ 949,516.89	\$ 226,453.10
3	McCarthy	Paving	\$ 1,790,438.00	\$ 1,504,564.00	\$ (59,240.69)	\$ 1,445,323.31	100 %	\$ 1,445,323.31	\$ -	\$ 912,486.32	\$ 532,836.99
4	MidAmerican Energy	Gas Main	\$ 60,000.00	\$ 60,000.00	\$ (60,000.00)	\$ -	- %	\$ -	\$ -	\$ -	\$ -
5	Iowa American Water	Water Mains	\$ 168,750.00	\$ 167,895.40	\$ 12,475.20	\$ 180,370.60	100 %	\$ 180,370.60	\$ -	\$ 167,895.40	\$ 12,475.20
6	McClure Engineering	Civil Engineering	\$ 24,000.00	\$ 64,100.00	\$ 8,000.00	\$ 72,100.00	100 %	\$ 72,100.00	\$ -	\$ 68,100.00	\$ 4,000.00
HC Costs Subtotal:			\$ 3,317,796.00	\$ 3,351,370.40	\$ 24,900.80	\$ 3,376,271.20	100 %	\$ 3,376,271.20	\$ -	\$ 2,457,049.36	\$ 919,221.84
General Condition (GC) Costs											
7	BCC (allowance)	COSESCO Permit	\$ -	\$ 2,755.00	\$ (2,755.00)	\$ -	- %	\$ -	\$ -	\$ -	\$ -
GC Costs Subtotal:			\$ -	\$ 2,755.00	\$ (2,755.00)	\$ -	- %	\$ -	\$ -	\$ -	\$ -
HC & GC Costs Subtotal:			\$ 3,317,796.00	\$ 3,354,125.40	\$ 22,145.80	\$ 3,376,271.20	100 %	\$ 3,376,271.20	\$ -	\$ 2,457,049.36	\$ 919,221.84
8		Contingency	\$ 66,631.00	\$ 121,242.60	\$ (121,242.60)	\$ -	- %	\$ -	\$ -	\$ -	\$ 0.00
9	BCC		\$ -	\$ -	\$ -	\$ -	- %	\$ -	\$ -	\$ -	\$ -
Project Costs Subtotal:			\$ 3,384,427.00	\$ 3,475,368.00	\$ (99,096.80)	\$ 3,376,271.20	100 %	\$ 3,376,271.20	\$ -	\$ 2,457,049.36	\$ 919,221.84
Fees											
10		CM GC, Overhead & Profit	\$ 341,081.00	\$ 337,627.12	\$ -	\$ 337,627.12	100 %	\$ 337,627.12	\$ -	\$ 231,307.24	\$ 106,319.88
11			\$ -	\$ -	\$ -	\$ -	- %	\$ -	\$ -	\$ -	\$ -
12		Development Fees	\$ 185,939.00	\$ 168,813.56	\$ -	\$ 168,813.56	100 %	\$ 168,813.56	\$ -	\$ -	\$ 168,813.56
13		Interest/Legal/Accounting	\$ 162,921.00	\$ 54,420.00	\$ -	\$ 54,420.00	100 %	\$ 54,420.00	\$ -	\$ 31,733.99	\$ 22,686.01
14		Closing Costs	\$ -	\$ 23,430.76	\$ -	\$ 23,430.76	100 %	\$ 23,430.76	\$ -	\$ 23,430.76	\$ -
Fees Subtotal:			\$ 689,941.00	\$ 584,291.44	\$ -	\$ 584,291.44	100 %	\$ 584,291.44	\$ -	\$ 286,471.99	\$ 297,819.45

Totals:	\$ 4,074,368.00	\$ 4,059,659.44	\$(99,096.80)	\$ 3,960,562.64	100 %	\$ 3,960,562.64	\$ -	\$ 2,743,521.35	\$ 1,217,041.29	\$ -
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Contract Amount to Date	\$ 4,059,659.44	Work Completed	\$ 3,960,562.64
Net Extras/ (Credits) to Contract	\$(99,096.80)	Total Retained	\$ -
Adjusted Total Contract to Date	\$ 3,960,562.64	Net Amount Earned	\$ 3,960,562.64
		Previously Paid	\$ 2,743,521.35
		Net Amt Due this Payment	\$ 1,217,041.29

Contractor's/Construction Manager's Certification:

It is my knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.

Contractor/
Construction Manager:

By:

Date:



Tony Baxter, Manager

09.02.15

Approved by Owner:

Owner:

By:

Date:

Architect or Engineer's Certification:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the work quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Architect:

By:

Date:

Accepted by Agency:

The review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By:

Title:

Date:

APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR/CONSTRUCTION MANAGER AND SUBCONTRACTOR TO OWNER

STATE OF IOWA

COUNTY OF LEE

The undersigned, Tony Baxter, being first sworn, on oath deposes and says, that he is the Manager of Baxter Construction Company, LLC, the contractor/construction manager for ELMORE AVENUE EXTENSION II project located at Davenport, Iowa.

That, for the purpose of this work, the foregoing orders have been placed and the foregoing parties subcontracted with and these have furnished materials or have provided labor or both for said project.

That, the amount for such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for material or labor or both.

That, this statement is made in compliance with the statutes relating to the Mechanic's Liens and for the purpose of procuring from the Owner FINAL / PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement of all parties furnishing labor and/or material and of amounts paid, due and to become due them.

Signed this 2nd day of September, 2015
Contractor/Construction Manager: Baxter Construction Company, LLC
Tony Baxter
Signed

Subscribed and sworn before me this
2nd day of September, 2015
Teresa L. Guzman
Notary Public



WAIVER AND RELEASE OF LIEN

PROJECT:
ELMORE AVENUE EXTENSION II

OWNER:
BAXTER CONSTRUCTION
COMPANY,

CONTRACTOR/CONSTRUCTION MANAGER:
BAXTER CONSTRUCTION COMPANY, LLC

STATE OF IOWA)
) SS:
COUNTY OF LEE)

THE UNDERSIGNED, first being duly sworn and placed under oath does depose and state that the Undersigned has contracted with BAXTER CONSTRUCTION COMPANY, ("the Contracting Entity") to provide labor, services, materials, and/or equipment for the Project described as ELMORE AVENUE EXTENSION II.

THE UNDERSIGNED DOES HEREBY WAIVE AND RELEASE ALL BOND CLAIMS, LIENS, OR CLAIMS OR RIGHT OF LIEN, STATUTORY OR OTHERWISE, AGAINST THE PROPERTY, PROJECT, OWNER, CONTRACTOR, AND ANY SURETIES, FOR LABOR, SERVICES, MATERIAL AND/OR EQUIPMENT WITH RESPECT TO THE PROJECT: *(Check either A or B below, whichever is applicable)*

- ☐ A. PROVIDED BY THE UNDERSIGNED TO DATE.
- ☒ B. PROVIDED BY THE UNDERSIGNED AT ANY TIME, INCLUDING ANY TIME HEREAFTER.

WAIVER TO DATE: If Subparagraph A, above, is checked, then this waiver and release relates to the entire Amount Paid To Date, identified below, and shall automatically be effective as to the Current Amount Due, identified below, upon the receipt of full payment and final bank clearance of the Current Amount Due.

FINAL LIEN WAIVER: If neither Subparagraph A or B, above, is checked or in the Event Subparagraph B is checked, then this waiver and release constitutes a final lien waiver and the Undersigned represents and warrants that the Current Amount Due, identified below, constitutes all consideration remaining due, and which may ever become due, to the Undersigned with respect to the Project.

CURRENT AMOUNT DUE: By executing this document, the Undersigned hereby represents and warrants that:

1. Current Amount Due: The sum of \$1,217,041.29 (the "Current Amount Due") is currently due and owing to the Undersigned with respect to the Project.
2. Amount Paid To Date: The sum of 2,743,521.35 has been received by the Undersigned as of the date hereof with respect to the Project.
3. Contract Sum: The total amount of the Undersigned's contract, purchase order, or similar agreement, including all approved extra and additional labor, services, materials, and equipment with respect to the Project is \$3,960,562.64.
4. Balance Due On Contract: The value of the labor and material left to complete the Undersigned's obligations with respect to the Project is \$0.00.
5. Security Agreements. No chattel mortgages, conditional bills of sale, security agreements, or UCC financing statements have been given or are now outstanding as to any material, appliances, fixtures, or furnishing placed upon or incorporated in the Project.

AUTOMATICALLY EFFECTIVE UPON REMITTANCE OF CURRENT AMOUNT DUE. The remittance of the Current Amount Due and endorsed by the Undersigned marked "Paid" or otherwise canceled by the bank against which said remittance was drawn, shall constitute conclusive proof that said amounts were paid and that payment thereof was received by the Undersigned, and thereupon this waiver and release shall become effective automatically without the requirement of any further act, acknowledgement or receipt on the part of the Undersigned as to all amounts paid to the Undersigned, including the Current Amount Due.

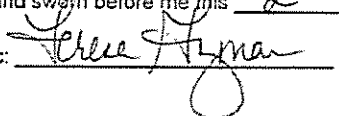
REPRESENTATIONS AND WARRANTIES. All representations and warranties made in this document are made for the benefit of Owner, the Contracting Entity, and Contractor; are true and correct in all respects; and are made to induce Contractor to issue payment to the Undersigned of the Current Amount Due. In the event any of the representations or warranties made herein are incorrect or false, or in the event any lien notice or lien statement or lawsuit is filed with respect to any sub-contractor, materialmen, supplier, vendor, or laborer of the undersigned not being paid in full, then the Undersigned shall fully indemnify and hold Contractor harmless from the same and shall pay all damages incurred or sustained, including reasonable attorney's fees incurred by Contractor with respect thereto.

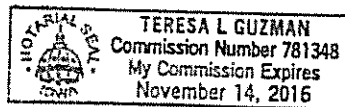
The Undersigned does hereby certify that he or she is fully authorized and empowered to execute this instrument and to bind the undersigned hereto and does in fact so execute this instrument.

Company: Baxter Construction Company, LLC (the "Undersigned")

By: 
Tony Baxter, Manager

Subscribed and sworn before me this 2nd day of September, 2015

Notary Public:  My commission expires: 11.14.16



Elmore Extension Narrative

Phase 2 Work Scope

The extension of Elmore Street was split into two phases. Phase 2 included the scope of work from Sta. 236+27.46 south to Sta. 263 +55.32 as shown on plans prepared by McClure Engineering Associates Issued for Construction and dated Feb. 11, 2015

The work extended the end of what was the north end of the existing street to the north just beyond Veterans Memorial Drive. The work included all ROW grading, Storm Sewers, Water Lines, Subdrains, granular base, paving, erosion control and seeding. The Veterans Memorial Drive/Elmore Street Intersection was also constructed. All Sanitary Sewers were included for the entire Elmore Extension in the Phase 2 work scope. Sidewalks and Trails were constructed on opposite sides of the roadbed. The work included the professional design fees.

14010 ELMORE PHASE II CO LOG

Contractors	COR	CO #	Owner Approved	To Contractor	Contractor Sign	Duly Executed	Description of Change	Contract/PD Amount	Revised Contract Amount	Total CO to date
14010-07s								\$ 1,554,811.00		\$ 123,666.29
CJ Moyna	2	1	1/15/15	1/15/15	1/20/15	1/22/15	Rock stabilization (Site Utilities)	\$ 5,149.76		
	3	2	3/20/15	3/20/15	3/23/15	3/23/15	Addendum 2 - inner duct installation (Ph 2 Grading)	\$ 25,245.00		
	11	3	4/24/15	5/7/15	5/8/15	5/8/15	Cement Stabilization	\$ 27,984.00		
	14	4	5/6/15	5/7/15	5/8/15	5/8/15	Added 4" drain	\$ 3,019.50		
	20	5	5/14/15	5/14/15	5/18/15	5/18/15	North end soil stabilization	\$ 28,633.00		
	27	6	6/24/15	6/24/15	6/25/15	6/25/15	Move seeding scope to Phase 1	\$ (24,806.00)		
	28	7	6/25/15	6/25/15	7/16/15	7/16/15	Storm Sewer knockouts	\$ 14,767.50		
	34a	8	8/10/15	8/10/15	8/13/15	8/13/15	Reverse CO 6	\$ 24,806.00		
	35	9	8/14/15	8/17/15	8/17/15	8/17/15	Sediment control ponds	\$ 10,878.00		
	39	10	8/24/15	8/24/15	8/25/15	8/25/15	Phase II Sanitary Extras	\$ 7,989.53		
14010-10S								\$ 4,413,940.00		\$ 72,618.88
McCarthy	13	1	4/30/15	5/1/15	5/18/15	5/18/15	VMP Intersection Changes	\$ 71,640.88		
	10	3	5/5/15	5/6/15	6/24/15	6/24/15	Spalling Elmore Avenue	\$ 978.00		
14010-01P								\$ 196,700.00		\$ 9,250.00
McClure	4	1	2/19/15	2/20/15	2/20/15	2/22/15	Plan revision to Veteran's Memorial Parkway intersection	\$ 8,000.00		
	29	3	7/7/15	7/7/15	7/7/15	7/7/15	Stake north line of Elmore Ave	\$ 1,250.00		
									\$ -	\$ 205,535.17

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

Page 1 of 2 Pages

TO: Baxter Construction Co., LLC
(Owner) 3225 Avenue N
Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension
PHASE II

APPLICATION NO.: 8

Distribution to:
OWNER
ARCHITECT
CM X

FROM: CJ Monya & Sons Construction, Inc
(SubContractor) 24412 Hwy 13
Elkader, IA 52043

ENGINEER McClure Engineering Associates, Inc
333 4th Avenue South
Clinton, IA 52732

PERIOD TO: 8/17/2015

ARCHITECT'S
PROJECT NO.: 14-010

Contract for: 14010-07S PHS 2 Grading

Contract Date: 10/10/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 +/- 2)
4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work
(Column D + E on G703)
 - b. 10% of Stored Material
(Column F on G703)
 Total Retainage (Line 5a + 5b or
Total of Column I of G703)
6. TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, PLUS RETAINAGE
(Line 3 less Line 6)

\$1,554,811.00
\$123,666.29
\$ 1,678,477.29
\$1,678,477.29

\$0.00

\$0.00

\$0.00

\$1,678,477.29

\$1,308,567.65

\$369,909.64

\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:

Date:

State Of Iowa

County Of Clayton

Notary Public

My Commission expires: 2/13/16

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

Construction Manager

By:

Date:

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved Number	Date Approved		
1-7	(see previous apps)	\$104,798.76	\$24,806.00
8	8/13/2015	\$24,806.00	
9	8/17/2015	\$10,878.00	
10	8/20/2015	\$7,989.53	
TOTALS		\$148,472.29	\$24,806.00
Net change by Change Orders		\$123,666.29	

CONTINUATION SHEET

Page 2 of 2 Pages

APPLICATION NUMBER: 8

APPLICATION DATE: 8/18/2015

PERIOD TO: 8/17/2015

ARCHITECT'S PROJECT NO:

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

[illegible]

APPLICATION AND CERTIFICATE FOR PAYMENT

(Instructions on reverse side)

Page 1 of 2 Pages

TO: Baxter Construction Co., LLC
(Owner) 3225 Avenue N
Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 4.A Phase II Closeout

Distribution to:
OWNER
ARCHITECT
CM

FROM: McCarthy Improvement
(SubContractor) 5401 Victoria Avenue
Davenport, IA 52807

ENGINEER: McClure Engineering Associates, Inc
333 4th Avenue South
Clinton, IA 52732

PERIOD TO: 8/20/2015

PROJECT NO.: 14-010

Contract for: 14010-10S

Contract Date: 12/12/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$4,413,940.00
2. Net change by Change Orders	\$51,618.88
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$4,465,558.88
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$2,607,206.39
5. RETAINAGE:	
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$170,549.61
b. <u>10</u> % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total of Column I of G703)	\$170,549.61
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$2,436,656.79
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,903,819.79
8. CURRENT PAYMENT DUE	\$532,836.99
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$2,028,902.09

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Erica Kasper Date: 8-31-15

State Of Iowa
County Of Scott

Notary Public: Lesley A. Lund
My Commission expires: August 11, 2017



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

Construction Manager

By: _____ Date: _____

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved Number	Date Approved		
CO 1	5/19/2015	\$71,640.88	\$0.00
CO 2	6/24/2015	\$0.00	\$21,000.00
CO 3	6/24/2015	\$978.00	\$0.00
		\$0.00	\$0.00
TOTALS		\$72,618.88	\$21,000.00
Net change by Change Orders		\$51,618.88	

CONTINUATION SHEET

Page 2 of 2 Pages

Contractor's signed Certification is attached.

APPLICATION NUMBER: 1

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE:

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.:									
A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
	General Conditions	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
	Bond	\$25,000.00	\$25,000.00			\$25,000.00	100.00%	\$0.00	\$2,500.00
	Mobilization	\$252,627.50	\$175,000.00	\$25,000.00		\$200,000.00	79.17%	\$52,627.50	\$20,000.00
Phase I - 1	materials - P.C.C. PAVEMENT, 10"	\$772,250.00	\$231,638.79	\$0.00		\$231,638.79	30.00%	\$540,611.21	\$23,163.88
Phase I - 1	equipment - P.C.C. PAVEMENT, 10"	\$67,000.00	\$20,096.86	\$0.00		\$20,096.86	30.00%	\$46,903.14	\$2,009.69
Phase I - 1	labor - P.C.C. PAVEMENT, 10"	\$498,084.00	\$149,401.85	\$0.00		\$149,401.85	30.00%	\$348,682.15	\$14,940.18
Phase I - 2	materials - P.C.C. MEDIAN, 6"	\$13,000.00				\$0.00	0.00%	\$13,000.00	\$0.00
Phase I - 2	equipment - P.C.C. MEDIAN, 6"	\$1,025.00				\$0.00	0.00%	\$1,025.00	\$0.00
Phase I - 2	labor - P.C.C. MEDIAN, 6"	\$17,975.00				\$0.00	0.00%	\$17,975.00	\$0.00
Phase I - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	\$33,111.22				\$0.00	0.00%	\$33,111.22	\$0.00
Phase I - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	\$6,634.14				\$0.00	0.00%	\$6,634.14	\$0.00
Phase I - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	\$23,858.36				\$0.00	0.00%	\$23,858.36	\$0.00
Phase I - 4	materials - P.C.C. SIDEWALK, 4"	\$38,481.95				\$0.00	0.00%	\$38,481.95	\$0.00
Phase I - 4	equipment - P.C.C. SIDEWALK, 4"	\$9,755.30				\$0.00	0.00%	\$9,755.30	\$0.00
Phase I - 4	labor - P.C.C. SIDEWALK, 4"	\$95,452.74				\$0.00	0.00%	\$95,452.74	\$0.00
Phase I - 5	materials - DETACTABLE WARNING PANEL	\$2,650.00				\$0.00	0.00%	\$2,650.00	\$0.00
Phase I - 5	equipment - DETACTABLE WARNING PANEL	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 5	labor - DETACTABLE WARNING PANEL	\$3,542.00				\$0.00	0.00%	\$3,542.00	\$0.00
Phase I - 6	materials - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	\$375.00				\$0.00	0.00%	\$375.00	\$0.00
Phase I - 6	equipment - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	\$105.00				\$0.00	0.00%	\$105.00	\$0.00
Phase I - 6	labor - GRANULAR SURFACE COURSE, 8" - SHOULDER STONE	\$888.00				\$0.00	0.00%	\$888.00	\$0.00
Phase I - 7	materials - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	\$9,250.00				\$0.00	0.00%	\$9,250.00	\$0.00
Phase I - 7	equipment - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	\$1,000.00				\$0.00	0.00%	\$1,000.00	\$0.00
Phase I - 7	labor - GRANULAR SURFACE COURSE, 12" - TEMP ROAD	\$11,607.50				\$0.00	0.00%	\$11,607.50	\$0.00
Phase I - 8	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$384.00				\$0.00	0.00%	\$384.00	\$0.00
Phase I - 8	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00

Phase I - 8	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 9	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$917.50				\$0.00	0.00%	\$917.50	\$0.00
Phase I - 9	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 9	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
		\$1,884,974.21	\$601,137.50	\$25,000.00	\$0.00	\$626,137.50	33.22%	\$1,258,836.71	\$62,613.75

CONTINUATION SHEET

Page 3 of 2 Pages

Contractor's signed Certification is attached.

APPLICATION NUMBER: 1

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.:									
A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 10	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$5,060.00				\$0.00	0.00%	\$5,060.00	\$0.00
Phase I - 10	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 10	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 11	materials - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	\$576.00				\$0.00	0.00%	\$576.00	\$0.00
Phase I - 11	equipment - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 11	labor - PAINT PAVEMENT MARKING, 6" CROSSWALK LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 12	materials - PAINT PAVEMENT MARKING, 24" STOP LINE	\$192.00				\$0.00	0.00%	\$192.00	\$0.00
Phase I - 12	equipment - PAINT PAVEMENT MARKING, 24" STOP LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 12	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 13	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$2,400.00				\$0.00	0.00%	\$2,400.00	\$0.00
Phase I - 13	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 13	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 14	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$1,800.00				\$0.00	0.00%	\$1,800.00	\$0.00
Phase I - 14	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 14	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 15	materials - STOP SIGN & METAL POST	\$1,200.00				\$0.00	0.00%	\$1,200.00	\$0.00
Phase I - 15	equipment - STOP SIGN & METAL POST	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 15	labor - STOP SIGN & METAL POST	\$0.00				\$0.00	0.00%	\$0.00	\$0.00

Phase I - 17	materials - BIO-CELL EXCAV	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 17	equipment - BIO-CELL EXCAV	\$150.00				\$0.00	0.00%	\$150.00	\$0.00
Phase I - 17	labor - BIO-CELL EXCAV	\$15,195.00				\$0.00	0.00%	\$15,195.00	\$0.00
Phase I - 18	materials - STORM SEWER, R.C.P., 12"	\$3,150.00				\$0.00	0.00%	\$3,150.00	\$0.00
Phase I - 18	equipment - STORM SEWER, R.C.P., 12"	\$1,125.00				\$0.00	0.00%	\$1,125.00	\$0.00
Phase I - 18	labor - STORM SEWER, R.C.P., 12"	\$5,175.00				\$0.00	0.00%	\$5,175.00	\$0.00
Phase I - 19	materials - STORM SEWER, R.C.P., 15"	\$3,500.00	\$1,100.44	\$0.00		\$1,100.44	31.44%	\$2,399.56	\$110.04
Phase I - 19	equipment - STORM SEWER, R.C.P., 15"	\$900.00	\$282.97	\$0.00		\$282.97	31.44%	\$617.03	\$28.30
Phase I - 19	labor - STORM SEWER, R.C.P., 15"	\$7,126.00	\$2,240.49	\$0.00		\$2,240.49	31.44%	\$4,885.51	\$224.05
Phase I - 20	materials - STORM SEWER, R.C.P., 18"	\$11,750.00	\$5,463.03	\$0.00		\$5,463.03	46.49%	\$6,286.97	\$546.30
Phase I - 20	equipment - STORM SEWER, R.C.P., 18"	\$3,100.00	\$1,441.31	\$0.00		\$1,441.31	46.49%	\$1,658.69	\$144.13
Phase I - 20	labor - STORM SEWER, R.C.P., 18"	\$17,227.50	\$8,009.74	\$0.00		\$8,009.74	46.49%	\$9,217.76	\$800.97
		\$79,626.50	\$18,537.98	\$0.00	\$0.00	\$18,537.98	23.28%	\$61,088.52	\$1,853.80

CONTINUATION SHEET

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Contractor's signed Certification is attached.

APPLICATION NUMBER: 1

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PERIOD TO:

ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO.									
A	B	C	D	E	F.1	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 21	materials - STORM SEWER, R.C.P., 21"	\$5,130.00	\$3,184.14	\$0.00		\$3,184.14	62.07%	\$1,945.86	\$318.41
Phase I - 21	equipment - STORM SEWER, R.C.P., 21"	\$1,130.00	\$701.38	\$0.00		\$701.38	62.07%	\$428.62	\$70.14
Phase I - 21	labor - STORM SEWER, R.C.P., 21"	\$5,514.00	\$3,422.48	\$0.00		\$3,422.48	62.07%	\$2,091.52	\$342.25
Phase I - 22	materials - STORM SEWER, R.C.P., 24"	\$4,225.00	\$2,578.90	\$0.00		\$2,578.90	61.04%	\$1,646.10	\$257.89
Phase I - 22	equipment - STORM SEWER, R.C.P., 24"	\$750.00	\$457.79	\$0.00		\$457.79	61.04%	\$292.21	\$45.78
Phase I - 22	labor - STORM SEWER, R.C.P., 24"	\$2,370.00	\$1,446.62	\$0.00		\$1,446.62	61.04%	\$923.38	\$144.66
Phase I - 23	materials - STORM SEWER, R.C.P., 30"	\$32,050.00	\$13,418.27	\$0.00		\$13,418.27	41.87%	\$18,631.73	\$1,341.83
Phase I - 23	equipment - STORM SEWER, R.C.P., 30"	\$3,762.50	\$1,575.23	\$0.00		\$1,575.23	41.87%	\$2,187.27	\$157.52
Phase I - 23	labor - STORM SEWER, R.C.P., 30"	\$24,949.50	\$10,445.52	\$0.00		\$10,445.52	41.87%	\$14,503.98	\$1,044.55
Phase I - 24	materials - STORM SEWER, R.C.P., 36"	\$16,500.00	\$14,811.88	\$0.00		\$14,811.88	89.77%	\$1,688.12	\$1,481.19
Phase I - 24	equipment - STORM SEWER, R.C.P., 36"	\$2,100.00	\$1,885.15	\$0.00		\$1,885.15	89.77%	\$214.85	\$188.51
Phase I - 24	labor - STORM SEWER, R.C.P., 36"	\$13,530.00	\$12,145.74	\$0.00		\$12,145.74	89.77%	\$1,384.26	\$1,214.57
Phase I - 25	materials - STORM SEWER, R.C.P., 42"	\$25,500.00				\$0.00	0.00%	\$25,500.00	\$0.00
Phase I - 25	equipment - STORM SEWER, R.C.P., 42"	\$2,525.00				\$0.00	0.00%	\$2,525.00	\$0.00
Phase I - 25	labor - STORM SEWER, R.C.P., 42"	\$16,225.00				\$0.00	0.00%	\$16,225.00	\$0.00
Phase I - 26	materials - STORM SEWER, R.C.P., 48"	\$122,800.00	\$24,054.51	\$0.00		\$24,054.51	19.59%	\$98,745.49	\$2,405.45
Phase I - 26	equipment - STORM SEWER, R.C.P., 48"	\$11,000.00	\$2,154.72	\$0.00		\$2,154.72	19.59%	\$8,845.28	\$215.47
Phase I - 26	labor - STORM SEWER, R.C.P., 48"	\$75,000.00	\$14,691.27	\$0.00		\$14,691.27	19.59%	\$60,308.73	\$1,469.13
Phase I - 27	materials - STORM SEWER, P.V.C., 60"	\$110,600.00	\$110,600.00	\$0.00		\$110,600.00	100.00%	\$0.00	\$11,060.00
Phase I - 27	equipment - STORM SEWER, P.V.C., 60"	\$10,600.00	\$10,600.00	\$0.00		\$10,600.00	100.00%	\$0.00	\$1,060.00
Phase I - 27	labor - STORM SEWER, P.V.C., 60"	\$92,650.00	\$92,650.00	\$0.00		\$92,650.00	100.00%	\$0.00	\$9,265.00
Phase I - 28	materials - PRECAST CONCRETE FLARED END SECTION, 18"	\$460.00				\$0.00	0.00%	\$460.00	\$0.00
	equipment - PRECAST CONCRETE FLARED END SECTION, 18"	\$75.00				\$0.00	0.00%	\$75.00	\$0.00
Phase I - 28	labor - PRECAST CONCRETE FLARED END SECTION, 18"	\$515.00				\$0.00	0.00%	\$515.00	\$0.00
Phase I - 29	materials - PIPE CULVET, C.M.P., 18"	\$1,180.00				\$0.00	0.00%	\$1,180.00	\$0.00
Phase I - 29	equipment - PIPE CULVET, C.M.P., 18"	\$200.00				\$0.00	0.00%	\$200.00	\$0.00
Phase I - 29	labor - PIPE CULVET, C.M.P., 18"	\$1,350.00				\$0.00	0.00%	\$1,350.00	\$0.00

Phase I - 30	materials - METAL END SECTION, 18"	\$210.00				\$0.00	0.00%	\$210.00	\$0.00
Phase I - 30	equipment - METAL END SECTION, 18"	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 30	labor - METAL END SECTION, 18"	\$290.00				\$0.00	0.00%	\$290.00	\$0.00
		\$583,191.00	\$320,823.60	\$0.00	\$0.00	\$320,823.60	55.01%	\$262,367.40	\$32,082.36

CONTINUATION SHEET

Contractor's signed Certification is attached.

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APPLICATION NUMBER: 1

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PERIOD TO:

ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F.1	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D-E)	THIS PERIOD					
Phase I - 31	materials - METAL END SECTION, 60'	\$1,200.00	\$1,200.00	\$0.00		\$1,200.00	100.00%	\$0.00	\$120.00
Phase I - 31	equipment - METAL END SECTION, 60'	\$150.00	\$150.00	\$0.00		\$150.00	100.00%	\$0.00	\$15.00
Phase I - 31	labor - METAL END SECTION, 60'	\$1,150.00	\$1,150.00	\$0.00		\$1,150.00	100.00%	\$0.00	\$115.00
Phase I - 32	materials - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	\$31,700.00	\$9,753.85	\$0.00		\$9,753.85	30.77%	\$21,946.15	\$975.38
Phase I - 32	equipment - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	\$4,000.00	\$1,230.77	\$0.00		\$1,230.77	30.77%	\$2,769.23	\$123.08
Phase I - 32	labor - STORM SEWER MANHOLE, TYPE SW-401, 5' DIA.	\$19,300.00	\$5,938.46	\$0.00		\$5,938.46	30.77%	\$13,361.54	\$593.85
Phase I - 33	materials - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	\$10,100.00	\$6,733.33	\$0.00		\$6,733.33	66.67%	\$3,366.67	\$673.33
Phase I - 33	equipment - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	\$1,250.00	\$833.33	\$0.00		\$833.33	66.67%	\$416.67	\$83.33
Phase I - 33	labor - STORM SEWER MANHOLE, TYPE SW-401, 6' DIA.	\$8,150.00	\$5,433.33	\$0.00		\$5,433.33	66.67%	\$2,716.67	\$543.33
Phase I - 34	materials - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	\$21,250.00		\$0.00		\$0.00	0.00%	\$21,250.00	\$0.00
Phase I - 34	equipment - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	\$2,525.00		\$0.00		\$0.00	0.00%	\$2,525.00	\$0.00
Phase I - 34	labor - STORM SEWER MANHOLE, TYPE SW-401, 7' DIA.	\$16,225.00		\$0.00		\$0.00	0.00%	\$16,225.00	\$0.00
Phase I - 35	materials - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	\$13,500.00	\$13,500.00	\$0.00		\$13,500.00	100.00%	\$0.00	\$1,350.00
Phase I - 35	equipment - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	\$6,190.00	\$6,190.00	\$0.00		\$6,190.00	100.00%	\$0.00	\$619.00
Phase I - 35	labor - STORM SEWER MANHOLE, TYPE SW-401, 8' DIA.	\$9,310.00	\$9,310.00	\$0.00		\$9,310.00	100.00%	\$0.00	\$931.00
Phase I - 36	materials - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	\$8,525.00	\$8,525.00	\$0.00		\$8,525.00	100.00%	\$0.00	\$852.50
Phase I - 36	equipment - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	\$3,870.00	\$3,870.00	\$0.00		\$3,870.00	100.00%	\$0.00	\$387.00
Phase I - 36	labor - STORM SEWER MANHOLE, TYPE SW-401, 9' DIA.	\$7,605.00	\$7,605.00	\$0.00		\$7,605.00	100.00%	\$0.00	\$760.50

Phase I - 37	materials - SINGLE GRATE INTAKE, TYPE SW-501	\$8,450.00	\$2,112.50	\$0.00		\$2,112.50	25.00%	\$6,337.50	\$211.25
Phase I - 37	equipment - SINGLE GRATE INTAKE, TYPE SW-501	\$1,360.00	\$340.00	\$0.00		\$340.00	25.00%	\$1,020.00	\$34.00
Phase I - 37	labor - SINGLE GRATE INTAKE, TYPE SW-501	\$11,190.00	\$2,797.50	\$0.00		\$2,797.50	25.00%	\$8,392.50	\$279.75
Phase I - 38	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	\$13,650.00	\$4,387.50	\$0.00		\$4,387.50	32.14%	\$9,262.50	\$438.75
Phase I - 38	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	\$2,190.00	\$703.93	\$0.00		\$703.93	32.14%	\$1,486.07	\$70.39
Phase I - 38	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-508	\$24,160.00	\$7,765.71	\$0.00		\$7,765.71	32.14%	\$16,394.29	\$776.57
Phase I - 39	materials - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	\$20,000.00	\$10,000.00	\$0.00		\$10,000.00	50.00%	\$10,000.00	\$1,000.00
Phase I - 39	equipment - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	\$3,560.00	\$1,780.00	\$0.00		\$1,780.00	50.00%	\$1,780.00	\$178.00
Phase I - 39	labor - DOUBLE OPEN-THROAT INTAKE, TYPE SW-510	\$30,440.00	\$15,220.00	\$0.00		\$15,220.00	50.00%	\$15,220.00	\$1,522.00
Phase I - 40	materials - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	\$3,236.39	\$2,427.29	\$0.00		\$2,427.29	75.00%	\$809.10	\$242.73
Phase I - 40	equipment - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	\$250.00	\$187.50	\$0.00		\$187.50	75.00%	\$62.50	\$18.75
Phase I - 40	labor - SINGLE OPEN-THROAT CURB INTAKE, TYPE SW-541, W/ SW-542 EXT.	\$8,513.61	\$6,385.21	\$0.00		\$6,385.21	75.00%	\$2,128.40	\$638.52
		\$293,000.00	\$135,530.22	\$0.00	\$0.00	\$135,530.22	46.26%	\$157,469.78	\$13,553.02

CONTINUATION SHEET

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ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		F1 MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH	I RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD				
Phase I - 41	materials - SINGLE OPEN-THROAT INTAKE, TYPE SW-545	\$8,850.00		\$0.00		\$0.00	0.00%	\$8,850.00
Phase I - 41	equipment - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	\$750.00		\$0.00		\$0.00	0.00%	\$750.00
Phase I - 41	labor - SINGLE OPEN-THROAT CURB INTAKE, W/ EXT. OPENING, TYPE SW-545	\$26,400.00		\$0.00		\$0.00	0.00%	\$26,400.00
Phase I - 42	materials - PIPE CULVERT AND END SECTION REMOVAL	\$0.00				\$0.00	0.00%	\$0.00
Phase I - 42	equipment - PIPE CULVERT AND END SECTION REMOVAL	\$75.00				\$0.00	0.00%	\$75.00
Phase I - 42	labor - PIPE CULVERT AND END SECTION REMOVAL	\$405.00				\$0.00	0.00%	\$405.00
Phase I - 43	materials - MANHOLE TO BE ADJUSTED	\$30.00				\$0.00	0.00%	\$30.00
Phase I - 43	equipment - MANHOLE TO BE ADJUSTED	\$35.00				\$0.00	0.00%	\$35.00
Phase I - 43	labor - MANHOLE TO BE ADJUSTED	\$285.00				\$0.00	0.00%	\$285.00
Phase I - 44	materials - LONGITUDIAL SUBDRAIN, 4"	\$31,500.00	\$9,701.41	\$0.00		\$9,701.41	30.80%	\$21,798.59
Phase I - 44	equipment - LONGITUDIAL SUBDRAIN, 4"	\$6,500.00	\$2,001.88	\$0.00		\$2,001.88	30.80%	\$4,498.12
Phase I - 44	labor - LONGITUDIAL SUBDRAIN, 4"	\$50,487.00	\$15,549.05	\$0.00		\$15,549.05	30.80%	\$34,937.95
Phase II - 1	materials - P.C.C. PAVEMENT, 10"	\$715,000.00	\$562,310.79	\$152,689.21		\$715,000.00	100.00%	\$0.00
Phase II - 1	equipment - P.C.C. PAVEMENT, 10"	\$63,503.00	\$49,941.84	\$13,561.16		\$63,503.00	100.00%	\$0.00
Phase II - 1	labor - P.C.C. PAVEMENT, 10"	\$481,008.05	\$377,495.35	\$104,304.70		\$481,800.05	100.16%	(\$792.00)
Phase II - 2	materials - P.C.C. MEDIAN, 6"	\$4,500.00	\$4,500.00	\$0.00		\$4,500.00	100.00%	\$0.00
Phase II - 2	equipment - P.C.C. MEDIAN, 6"	\$622.50	\$622.50	\$0.00		\$622.50	100.00%	\$0.00
Phase II - 2	labor - P.C.C. MEDIAN, 6"	\$8,327.50	\$8,327.50	\$0.00		\$8,327.50	100.00%	\$0.00
Phase II - 3	materials - P.C.C. RECREATIONAL TRAIL, 6"	\$47,138.78	\$1,514.22	\$45,624.56		\$47,138.78	100.00%	\$0.00
Phase II - 3	equipment - P.C.C. RECREATIONAL TRAIL, 6"	\$9,015.86	\$289.61	\$8,726.25		\$9,015.86	100.00%	\$0.00
Phase II - 3	labor - P.C.C. RECREATIONAL TRAIL, 6"	\$42,676.51	\$1,370.88	\$41,305.73		\$42,676.51	100.00%	\$0.00
Phase II - 4	materials - P.C.C. SIDEWALK, 4"	\$17,068.05	\$98.20	\$16,969.85		\$17,068.05	100.00%	\$0.00
Phase II - 4	equipment - P.C.C. SIDEWALK, 4"	\$4,869.70	\$28.02	\$4,841.68		\$4,869.70	100.00%	\$0.00
Phase II - 4	labor - P.C.C. SIDEWALK, 4"	\$42,882.26	\$246.73	\$42,635.53		\$42,882.26	100.00%	\$0.00
Phase II - 5	materials - DETECTABLE WARNING PANEL	\$2,300.00	\$2,300.00	\$0.00		\$2,300.00	100.00%	\$0.00

Phase II - 5	equipment - DETECTABLE WARNING PANEL	\$0.00	\$0.00	\$0.00		\$0.00	0.00%	\$0.00	\$0.00
Phase II - 5	labor - DETECTABLE WARNING PANEL	\$3,028.00	\$3,028.00	\$0.00		\$3,028.00	100.00%	\$0.00	\$302.80
Phase II - 6	materials - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$2,591.00		\$2,591.00		\$2,591.00	100.00%	\$0.00	\$259.10
Phase II - 6	equipment - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase II - 6	labor - PAINT PAVEMENT MARKING, 4" BROKEN LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
		\$1,559,848.31	\$1,039,325.97	\$433,249.67	\$0.00	\$1,472,575.64	93.80%	\$97,272.67	\$147,257.56

CONTINUATION SHEET

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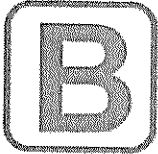
A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F.1 MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G / C)	I BALANCE TO FINISH	J RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
Phase I - 7	materials - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$375.00		\$375.00		\$375.00	100.00%	\$0.00	\$37.50
Phase I - 7	equipment - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 7	labor - PAINT PAVEMENT MARKING, 4" SOLID LANE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 8	materials - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$208.50		\$208.50		\$208.50	100.00%	\$0.00	\$20.85
Phase I - 8	equipment - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 8	labor - PAINT PAVEMENT MARKING, 4" EDGE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 9	materials - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	\$1,847.00		\$1,847.00		\$1,847.00	100.00%	\$0.00	\$184.70
Phase I - 9	equipment - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 9	labor - PAINT PAVEMENT MARKING, 4" NO PASSING ZONE LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 10	materials - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	\$1,320.00		\$1,320.00		\$1,320.00	100.00%	\$0.00	\$132.00
Phase I - 10	equipment - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 10	labor - PAINT PAVEMENT MARKING, 8" CHANNELING LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 11	materials - PAINT PAVEMENT MARKING, 24" STOP LINE	\$157.50		\$157.50		\$157.50	100.00%	\$0.00	\$15.75
Phase I - 11	equipment - PAINT PAVEMENT MARKING, 24" STOP LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 11	labor - PAINT PAVEMENT MARKING, 24" STOP LINE	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 12	materials - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$2,200.00		\$2,200.00		\$2,200.00	100.00%	\$0.00	\$220.00
Phase I - 12	equipment - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$0.00				\$0.00	0.00%	\$0.00	\$0.00

Phase I - 12	labor - PAINT PAVEMENT MARKING, "ARROW" SYMBOL	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 13	materials - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$600.00		\$600.00		\$600.00	100.00%	\$0.00	\$60.00
Phase I - 13	equipment - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 13	labor - PAINT PAVEMENT MARKING, "ONLY" LEGEND	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 14	materials - STOP SIGN & METAL POST	\$600.00		\$600.00		\$600.00	100.00%	\$0.00	\$60.00
Phase I - 14	equipment - STOP SIGN & METAL POST	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
Phase I - 14	labor - STOP SIGN & METAL POST	\$0.00				\$0.00	0.00%	\$0.00	\$0.00
	materials -					\$0.00	0.00%	\$0.00	\$0.00
	equipment -					\$0.00	0.00%	\$0.00	\$0.00
	labor - Change Order 1	\$70,120.88		\$42,093.50		\$42,093.50	60.03%	\$28,027.38	\$4,209.35
	materials -					\$0.00	0.00%	\$0.00	\$0.00
	equipment -					\$0.00	0.00%	\$0.00	\$0.00
	labor - Change Order 2	(\$21,000.00)		(\$14,000.00)		(\$14,000.00)	66.67%	(\$7,000.00)	(\$1,400.00)
		\$56,428.88	\$0.00	\$35,401.50	\$0.00	\$35,401.50	62.74%	\$21,027.38	\$3,540.15

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

10065

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-20-15 1		Elmore March	335790.80		335790.80
CHECK DATE	3-23-15	CHECK NUMBER	10065	TOTALS	335790.80
			335790.80		335790.80

BAXTER CONSTRUCTION
COMPANY, LLCPH: (319) 372-7285
3225 AVENUE N
FORT MADISON, IOWA 52627SAVANNA-THOMSON STATE BANK
SAVANNA & THOMSON, ILLINOIS70-1622
711

10065

Pay: *****Three hundred thirty-five thousand seven hundred ninety dollars
*****and 80 centsDATE
March 23, 2015CHECK NO. AMOUNT
10065 \$****335,790.80PAY
TO THE
ORDER
OFIOWA AMERICAN WATER CO
5201 GRAND AVENUE
DAVENPORT, IA 52807

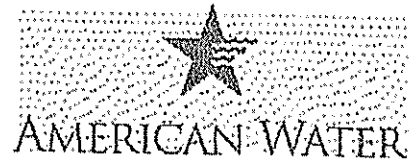


⑈010065⑈ ⑆071116224⑆ 310810⑈2⑈

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

10065

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-20-15 1		Elmore March	335790.80		335790.80
CHECK DATE	3-23-15	CHECK NUMBER	10065	TOTALS	335790.80
			335790.80		335790.80



BAXTER CONSTRUCTION CO LLC
TONY BAXTER
3225 Avenue N
Fort Madison IA 52627-3553

Quotation

Number/Date
20021606 / 01/13/2015
Reference no./Date

Delivery date
Day 01/13/2015
Cust. no.
310144
Validity period
01/13/2015 bis 02/28/2015
Company Code
1011
Company Code Name
Iowa-American Water Compa

We deliver according to the following conditions:
Terms of payment Within 30 days without deduction

Currency USD

Weights (gross/net) - Volume - Mark

MAIN EXTENSION DEPOSIT FOR 6,460' OF 12" DI PIPE IN ELMORE AVENUE
EXTENSION PROJECT IN DAVENPORT, IA (D11-0201-P-0255)

Item	Material	Qty	Description	Price	Price unit	Value
000001	MI035		Advances for Construction Non-Services			
	Customer mat. no.		EXT DEPOSIT ELMORE AVE PROJECT			
		1 EA	335,790.80	USD	1 EA	335,790.80

American Water, P.O. Box 822192, Philadelphia,
PA 19182-2192, (866) 777-8426

-----Original Message-----

From: Julie.DuBois@amwater.com [mailto:Julie.DuBois@amwater.com]

Sent: Tuesday, August 11, 2015 8:10 AM

To: Brent Kempker

Subject: RE: 14010 Elmore Ave Water Install Breakout

Brent,

The approximate breakdown of your deposit is as follows:

Phase I - 2,990' of 12" water main \$155,420.20 COMPLETE Phase II - 3,470' of 12" water main
\$180,370.60 under construction

amount paid \$355,790.80 on 3-25-15

Julie S. DuBois-Allender
New Development Administrator
Iowa-American Water Company
QC District 563-468-9222
Julie.DuBois@amwater.com

APPLICATION AND CERTIFICATE FOR PAYMENT

Electronic Pay Application

(Instructions on reverse side)

Page 1 of 2 Pages

TO: Baxter Construction Co., LLC
(Owner) 3225 Avenue N
Fort Madison, IA 52627

PROJECT: Elmore Avenue Extension

APPLICATION NO.: 20591

Distribution to:
OWNER
ARCHITECT
CM

PERIOD TO: 8/8/2015

FROM: MCCLURE ENG
(SubContractor)

CM: Baxter Construction Co., LLC

ARCHITECTS
PROJECT NO.: 14010

ARCHITECT

Contract for: 14010-01P

Contract Date: 6/3/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$196,700.00
2. Net change by Change Orders	\$14,750.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$211,450.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$202,850.00
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$0.00
b. 10% of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total of Column I of G703)	\$0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$202,850.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$195,200.00
8. CURRENT PAYMENT DUE	\$7,650.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$8,600.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

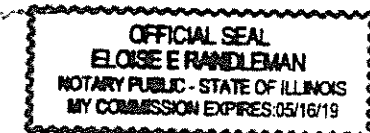
By: [Signature] Date: 8/14/15

State Of Illinois

County Of Rock Island

Notary Public: Eloise E. Randleman

My Commission expires: 5/16/19



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

Construction Manager

By: _____ Date: _____

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
Approved Number	Date Approved		
1	1/27/2015	\$8,000.00	\$0.00
2	3/10/2015	\$5,500.00	\$0.00
3	7/7/2015	\$1,250.00	\$0.00
		\$0.00	\$0.00
TOTALS:		\$14,750.00	\$0.00
Net change by Change Orders		\$14,750.00	

CONTINUATION SHEET

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

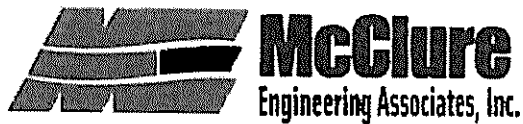
APPLICATION NUMBER: 20591

APPLICATION DATE: 8/14/2015

PERIOD TO: 6/21/2015

PROJECT NO: 14-004

A	B	C	D	E	F.1	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED ON SITE (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	BALANCE TO FINISH	RETAINAGE 10%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
ELMORE - S OF VMP									
SURVEY							0.00%	\$0.00	\$0.00
	TOPO SURVEY	\$2,400.00	\$2,400.00			\$2,400.00	100.00%	\$0.00	\$0.00
						\$0.00	0.00%	\$0.00	\$0.00
SITE DESIGN	PRELIMINARY	\$14,000.00	\$14,000.00			\$14,000.00	100.00%	\$0.00	\$0.00
						\$0.00	0.00%	\$0.00	\$0.00
	CD	\$33,000.00	\$33,000.00			\$33,000.00	100.00%	\$0.00	\$0.00
	BIDDING SERVICES	\$2,000.00	\$2,000.00			\$2,000.00	100.00%	\$0.00	\$0.00
	REGULATORY	\$2,700.00	\$2,700.00			\$2,700.00	100.00%	\$0.00	\$0.00
	CONSTRUCTION ADMIN	\$10,000.00	\$6,000.00	\$4,000.00		\$10,000.00	100.00%	\$0.00	\$0.00
ELMORE - N VMP									
SURVEY	TOPO SURVEY	\$5,200.00	\$5,200.00			\$5,200.00	100.00%	\$0.00	\$0.00
	BOUNDARY SURVEY	\$3,400.00	\$3,400.00			\$3,400.00	100.00%	\$0.00	\$0.00
CO #2	WATER MAIN STAKING	\$5,500.00	\$3,300.00	\$825.00		\$4,125.00	75.00%	\$1,375.00	\$0.00
CIVIL	PRELIMINARY DESIGN	\$22,800.00	\$22,800.00			\$22,800.00	100.00%	\$0.00	\$0.00
	VMP INTERSECTION	\$15,000.00	\$15,000.00			\$15,000.00	100.00%	\$0.00	\$0.00
	CONSTRUCTION DOCS	\$53,700.00	\$53,700.00			\$53,700.00	100.00%	\$0.00	\$0.00
	BIDDING SERVICES	\$4,000.00	\$4,000.00			\$4,000.00	100.00%	\$0.00	\$0.00
	REGULATORY	\$6,500.00	\$6,500.00			\$6,500.00	100.00%	\$0.00	\$0.00
	CONSTRUCTION ADMIN	\$22,000.00	\$13,200.00	\$2,200.00		\$15,400.00	70.00%	\$6,600.00	\$0.00
CO #1	INTERSECTION REDESIGN	\$8,000.00	\$8,000.00			\$8,000.00	100.00%	\$0.00	\$0.00
CO #3	MIDAMERICAN STAKING	\$1,250.00	\$0.00	\$625.00		\$625.00	50.00%	\$625.00	
		\$211,450.00	\$195,200.00	\$7,650.00	\$0.00	\$202,850.00	95.93%	\$8,600.00	\$0.00



INVOICE NO. 20591

QUAD CITY OFFICE
Phone: 309/792-9350
Fax: 309/792-8974

PLEASE REMIT TO: 4700 Kennedy Drive, East Moline, IL 61244

TO: Baxter Construction Co.
3225 Ave. N
Fort Madison, IA 52627
ATTN: Tony Baxter

DATE: 8/14/15
PERIOD FROM: 6/21/15
PROJECT NAME: IADA - Baxter/Elmore Ave.
PROJECT NO.: IADA-01-28-14-150

TERMS: Net 45 Days
TO: 8/8/15

-INVOICE-

For professional services rendered in accordance with agreement dated 6/12/14.

<u>Item</u>	<u>Lump Sum Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>
<u>Elmore Ave.-South of VMP:</u>			
<u>Survey:</u>			
Topographic Survey	\$ 2,400.00	100%	\$ 2,400.00
<u>Civil Design:</u>			
Preliminary Design	\$ 14,000.00	100%	\$ 14,000.00
Construction Documents	\$ 33,000.00	100%	\$ 33,000.00
Bidding Services	\$ 2,000.00	100%	\$ 2,000.00
Regulatory	\$ 2,700.00	100%	\$ 2,700.00
Construction Administration	\$ 10,000.00	100%	\$ 10,000.00
			Sub-Total \$ 64,100.00
<u>Elmore Ave.-North of VMP:</u>			
<u>Survey:</u>			
Topographic Survey	\$ 5,200.00	100%	\$ 5,200.00
Boundary Survey	\$ 3,400.00	100%	\$ 3,400.00
<u>Civil Design:</u>			
Preliminary Design	\$ 22,800.00	100%	\$ 22,800.00
VMP Intersection-Traffic Study	\$ 15,000.00	100%	\$ 15,000.00
Construction Documents	\$ 53,700.00	100%	\$ 53,700.00
Bidding Services	\$ 4,000.00	100%	\$ 4,000.00
Regulatory	\$ 6,500.00	100%	\$ 6,500.00
Construction Administration	\$ 22,000.00	70%	\$ 15,400.00
			Sub-Total \$ 126,000.00
<u>Add. Services</u>			
Intersection Design	\$ 8,000.00	100%	\$ 8,000.00
Per City of Davenport			
Water Main Staking	\$ 5,500.00	75%	\$ 4,125.00
MidAmerican Staking	\$ 1,250.00	50%	\$ 625.00
			Sub-Total \$ 12,750.00
			Total \$ 202,850.00

Less Amount Previously Invoiced (\$195,200.00)

TOTAL AMOUNT DUE THIS INVOICE \$ 7,650.00

A SERVICE CHARGE OF 1½% PER MONTH WILL BE ADDED TO ACCOUNTS AFTER 45 DAYS.

PM 12/15
DM 11/15
Phs II
Phs I
4,000
3,650**PLEASE SEND PINK COPY WITH PAYMENT**

EAE.TXT

BAXTER CONSTRUCTION COMPANY, LLC
3225 AVENUE N
FORT MADISON, IA 52627

Invoice Date Customer ID
08-20-2015 BCC

Ship Date

Draw ID Work Order

EAE II

ELMORE AVENUE EXTENSION PHASE II

CONSTRUCTION COSTS \$3,376,271.20

CM GC, OVERHEAD & PROFIT (10% OF
CONSTRUCTION COSTS PER CONTRACT) \$337,627.12

DEVELOPER FEES (5% OF CONSTRUCTION
COSTS PER CONTRACT) 168,813.56

Amount Billed \$506,440.68
=====

14-010 ELMORE AVENUE EXTENSION

Include Closed Jobs: No

<u>Cat</u>	<u>Trans</u> <u>Date</u>	<u>Description</u>	<u>Units</u>	<u>Amount</u>
01-0012 Closing Costs				
LEE COUNT	G 12-24-2014	EAE REC FEE		73.50
WESTBANK	G 11-12-2014	ELMORE AVE WEST BANK EXP		5,495.00
FEHSEKEGR	G 11-05-2014	LEGAL		1,575.00
FEHSEKEGR	G 09-25-2014	LEGAL		7,327.50
WESTBANK	G 11-12-2014	ELMORE AVE WEST BANK EXP		4,598.00
FEHSEKEGR	G 12-30-2014	LEGAL		2,625.00
FEHSEKEGR	G 12-18-2014	EAE CLOSING		3,640.00
FMB&T	G 01-01-2015	EAE FMBT ORIG FEE		61,000.00
FEHSEKEGR	G 03-13-2015	LEGAL		696.50
GENERAL Total				87,030.50*
Closing Costs Total				87,030.50*
Primary Total				87,030.50*
ELMORE AVENUE EXTENSION Total				87,030.50*
Report Total				87,030.50*

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$12,200,000.00	12-19-2014	12-19-2015	30952401			***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
 Any item above containing ***** has been omitted due to text length limitations.

Borrower: Baxter Construction Company, LLC
3225 Avenue N
Fort Madison, IA 52627

Lender: Fort Madison Bank & Trust Co.
636 Avenue G
P.O. Box 329
Fort Madison, IA 52627
(319) 372-5164

LOAN TYPE. This is a Fixed Rate (5.250%) Nondisclosable Draw Down Line of Credit Loan to a Limited Liability Company for \$12,200,000.00 due on December 19, 2015.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
- ☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Elmore Avenue Extension in Danversport.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$12,200,000.00 as follows:

Other Disbursements:	\$12,200,000.00
\$12,200,000.00 Available to Advance	

Note Principal:	\$12,200,000.00
-----------------	-----------------

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash:	\$61,000.00
\$61,000.00 Origination Fee	

Other Charges Paid in Cash:	\$1,844,625.00
\$73.50 Recording/ County Recorder	
\$5,000.00 Appraisal/Roy A. Fisher	
\$1,642,354.00 Land Purchase	
\$150,600.00 McClure Engineering	
\$4,900.00 Envrionet	
\$21,237.00 Consaco Permits	
\$100.00 Iowa DNR	
\$495.00 Appraisal/Independent Appraisal Management, LLC	
\$4,598.00 Ahlers & Cooney, P.C.	
\$15,107.50 Attorney Fees/Fehreksa	

Total Charges Paid in Cash:	\$1,905,525.00
------------------------------------	-----------------------

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS DISBURSEMENT REQUEST AND AUTHORIZATION AND ALL OTHER DOCUMENTS RELATING TO THIS DEBT.

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED DECEMBER 19, 2014.

BORROWER:

BAXTER CONSTRUCTION COMPANY, LLC

By: Paul Anthony Baxter
Paul Anthony Baxter, President & Sole Manager of
Baxter Construction Company, LLC

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

1001

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-13-15	43568	LEGAL	87.50		87.50
3-13-15	43611	LEGAL	696.50		696.50
CHECK DATE 3-16-15			CHECK NUMBER 10011	TOTALS	784.00
				784.00	



**BAXTER CONSTRUCTION
COMPANY, LLC**
PH: (319) 372-7285
3225 AVENUE N
FORT MADISON, IOWA 52627

SAVANNA-THOMSON STATE BANK 70-1622
SAVANNA & THOMSON, ILLINOIS 711

1001

ay: *****Seven hundred eighty-four dollars and no cents

DATE
March 16, 2015

CHECK NO. 10011 \$*****784.00

**PAY
TO THE
ORDER
OF**

FEHSEKE & GRAY LAW OFFICES
1023 AVE. G
FORT MADISON, IA 52627

Pay To Order

⑈010012⑈ ⑆071116224⑆ 310810⑈2⑈

BAXTER CONSTRUCTION COMPANY, LLC
FORT MADISON, IOWA 52627

1001

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DEDUCTION	BALANCE
3-13-15	43568	LEGAL	87.50		87.50
3-13-15	43611	LEGAL	696.50		696.50
CHECK DATE 3-16-15			CHECK NUMBER 10011	TOTALS	784.00
				784.00	



BEGIN PAVEMENT
STA. 236+27.46

Elmore South
Project Location

END PAVEMENT
STA. 263+55.32

City of Davenport

Agenda Group: Finance
Department: Parks
Contact Info: Theresa Hauman
Wards: All

Action / Date
COW10/7/2015

Subject:

Motion accepting the 2015-2016 (Year two) AmeriCorps program grant from the Corporation for National and Community Services in the amount of \$418,918 to support 73 members and over 53,700 service hours to the Davenport community. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Support Talent.

Background:

The program utilizes AmeriCorps members to address low graduation rates within the Davenport community. This grant is a partnership between the City of Davenport, the Davenport Community School District, and Big Brothers/Big Sisters. The program places members into multiple service opportunities and focuses on building academic, social, and emotional skills that will be needed to pursue post-graduation education and successful careers. The 73 members will be working in City of Davenport departments, at Big Brothers/Big Sisters, or at DCSD sites. The members will also be participants in numerous training opportunities including topics on communication skills, risk/resiliency, leadership, civic engagement, CPR/First Aid, and team building.

ATTACHMENTS:

Type	Description
▣ Budget Amendment	Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/1/2015 - 2:19 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/1/2015 - 2:20 PM
City Clerk	Admin, Default	Approved	10/1/2015 - 2:45 PM

Updated Budget Narrative: City of Davenport AmeriCorps/Youth Corps Program for City of Davenport

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
City of Davenport Program Director: - 1 person(s) at 97,800 each x 50 % usage City of Davenport 2 Site Supervisor's 2 persons at 20% of 67,537.60=13,507.52 x 2	0	48,900.00 27,015.04	75,915.04
City of Davenport Accountant 1: - 1 person(s) at 49,355 each x 20 % usage	0	9,871.00	9,871.00
Big Brothers Big Sisters AmeriCorps/Youth Corps Program Manager: - 1 person(s) at 40,000 each x 100 % usage	0	40,000.00	40,000.00
Davenport Schools Site Supervisor: - 1 person(s) at 55,147 each= x 20 % usage Davenport Stepping Stones Site Supervisor at 49,273.56 at 20% =	0	11,029.00 9854.71	20883.71
CATEGORY Totals		146,669.75	146,669.75

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Benefits for Full-Time City Employees (Senior Grants Accountant & Program Director): Percentages of salary for: FICA (6.2%), Health Insurance (1.45%), Iowa Pension Fund (8.93%), Workman's Comp (5.0%), Family Coverage (8.56%), Retirement (1.0%) -- for a total of 29.81% of total salaries	0	25572.81	25,572.81
Benefits for Davenport Schools Employee: Percentages of salary for: FICA (6.2%), Health Insurance (1.45%), Iowa Pension Fund (8.93%), Family Coverage (10.00%) -- for a total of 26.58% of total salary (= \$14,658) 20% = 2931.60 26.58% of Stepping Stones Salary = (13096.91) 20% =2619.38	0	5550.98	5550.98
Benefits for BBBS Employees: Percentages of salary for: FICA (6.2%) and Health Insurance (1.45%) -- for a total of 7.65% of total salary (= \$3,060)	0	3,060.00	3,060.00
CATEGORY Totals	0	34,183.79	34,183.79

C. Travel

Staff Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
----------------------	------------	---------------	--------------

Travel to CNCS-Sponsored Meetings: Round-trip airfare (\$750), 2 nights at a hotel (\$300/night), and 2 \$50 per diems for 2 staff.	0	2,900	2,900
ICVS Sponsored Trainings: 200.00 registration @ 2 registration = 400.00; lodging 3 nights at 100.00 for 2 people = 600.00 mileage reimbursement @ city rate of .54 a mile for 1000 miles = \$540.00	0	1,500	1,500
CATEGORY Totals	0	4,400	4,400

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
BBBS Member Mileage Reimbursement for home visits and school visits: 15 members @ BBBS rate of \$0.43 per mile for an estimated 70 miles per month for 12 months	0	5,418	5,418
CATEGORY Totals	0	5,418	5,418

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Logoed gear for AmeriCorps Members: 33 members @ \$20 each	660	0	660
Logoed AmeriCorps Gear for Youth Corps Members: 3 T-shirts plus 1 polo each for 40 Youth Corps members @ \$9 per shirt	1,440	0	1,440
BBBS Basic Office Supplies: \$35/month	0	420	420
Supplies - files, paper, binders: 73 binders, paper for contracts, folders, etc...	91	409	500
CATEGORY Totals	2,191	829	3,020

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Big Brothers Big Sisters-Support Eval for Youth Bundling, Youth Corps Supervision	25,182	20000.00	45,182
Big Brothers Big Sisters-Professional Development	3,000	0	3,000

Iowa State Extension Evaluator for Opportunity Youth Evaluation Bundling Project: \$10 per hour for 1,000 hours- Daily Rate of 40	5,000	0	5,000
CATEGORY Totals	33,182	20000	53,182

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Red Cross CPR First Aid Cards: 73 @ \$20 each- Daily Rate of 20	0	1,460	1,460
Team Building Training: 73 members @ \$20/member + 2 busses at \$150 each- Daily Rate of 1760	956	804.	1,760
CATEGORY Totals	956	2264.00	3220

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Iowa State Extension Evaluation: Evaluation of program performance measures - \$50/hour x 60 hours- Daily Rate of 50	0	3,000	3,000
CATEGORY Totals	0	3,000	3,000

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Member Timekeeping System: 73 members @ \$15/member	0	1,095	1,095
Criminal Background Checks: 75 member candidates @ \$15 each + 3 staff	0	1,170	1,170

FBI Check: 75 member candidates @ \$15 each + 3 staff	0	1,170	1,170
BBBS Agency Information Management System: 50% of annual subscription fee, based upon total number of children served.	0	2,200	2,200
CATEGORY Totals	0	5,635	5,635
SECTION Totals	36,329.00	222,399.54	258,728.54
PERCENTAGE	14%	86%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 15 Member(s) at a rate of 12530 each Members W/O allowance 0	169,155	18,795	187,950
1-Year Half Time (900 hours): 14 Member(s) at a rate of 6275 each Members W/O allowance 0	79,065	8785	87,850
2-Year Half Time (1st Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
2-Year Half Time (2nd Year): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Reduced Half Time (675 hrs): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Quarter Time (450 hrs): 4 Member(s) at a rate of 3136 each Members W/O allowance 0	11,290	1,254	12,544
Minimum Time (300 hrs): 40 Member(s) at a rate of 2000 each Members W/O allowance 0	72,000	8,000	80,000
CATEGORY Totals	331,510	36,834	368,344

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: 7.65% of Living Allowances	28,290	0	28,290
Worker's Compensation: 73 members @ \$35/year	1,855	700	2,555
Health Care: \$1,320/year/member for 15 FT BBBS members	0	19,800	19,800
CATEGORY Totals	30,145	20,500	50,645

SECTION Totals	361,655	57,334	418,989
PERCENTAGE	92.7%	7.3%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: 3% of Section I & II CNCS share + 10% of Section I & II Grantee share.	12,560	23,509	36,069
Commission Fixed Amount: 2% of Section I & II CNCS share	8,374	0	8,374
CATEGORY Totals	20,934	23,509	44,443

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	20,934	23,509	44,443
PERCENTAGE	47%	53%	

BUDGET Totals	418,918	303,242.54	722,160.54
PERCENTAGE	59%	41%	
Total MSYs	31.52		
Cost/MSY	13,291		

Source of Funds

Section	Match Description	Amount	Type	Source
Source of Funds	Personnel and Fringe Benefits – In-Kind	180,853.54	InKind	
	Staff Travel	4400.00	Cash	City
	Member Travel	5418.00	Cash	BBBS
	Supplies and other	2620.00	Cash	BBBS

	Supplies	409.00	Cash	City
	Contracted Services to BBBS for admin support	20000.00	Cash	City
	Member Training	2264.00	Cash	City
	Evaluation	3000.00	Cash	City
	Other Costs	3435.00	Cash	City
	Living Allowance (Rationed out by members completing service)	36834.00	Cash	DCS/BBBS
	Workman's Comp	700.00	Cash	City
	Health Care for FT members 1320.00/year for 15 FT members	19800.00	Cash	BBBS
	Corp Fixed	23509.00	InKind	City
Total Source of Funds		303,242.54		

City of Davenport

Agenda Group: Finance
Department: Mayor's Office
Contact Info: Mayor Gluba
Wards: All

Action / Date
FIN10/7/2015

Subject:

Motion approving the city administrator recruitment process as recommended by the city administrator selection committee. [All Wards]

Recommendation:

Approve the motion

Relationship to Goals:

Supporting talent

Background:

The city administrator position of the City of Davenport became vacant on June 26, 2015. Under the guidelines of the Davenport City Code, Section 2.30.040, the Mayor has organized and appointed a selection committee to oversee and advise on the recruitment process. The selection committee has met multiple times to discuss the recruitment and recommends the following process:

1. An RFP should be issued as soon as possible to gather information for the selection of a professional search firm. Upon the committee's recommendation of a preferred vendor, the associated contract will be subject to formal approval by the City Council. The selected search firm will be responsible for coordinating with City staff and elected officials in developing marketing materials.
2. The recommended budget for the entire recruitment process is anticipated to cost no more than \$35,000. The estimated cost of the search firm is \$25,000. Estimated interview and other related costs are \$10,000.
3. Following the search and interview process, the selection committee will recommend three individuals to the Mayor. The Mayor will select one individual to be confirmed with two-thirds vote of the City Council.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/1/2015 - 4:59 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/1/2015 - 4:59 PM
City Clerk	Admin, Default	Approved	10/2/2015 - 10:34 AM

City of Davenport

Agenda Group: Finance
Department: Fire
Contact Info: Jim Bickford 326-7909
Wards: All

Action / Date
FIN10/7/2015

Subject:

Motion approving the emergency repairs to the Fire Department's Truck #1 by the original equipment manufacturer, Sutphen Corporation of Dublin, OH in the amount of \$113,509.74 [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

The Fire Department's Truck #1 is a model year 1996 Sutphen 100-foot platform front-line truck. Truck #1 has rust issues with the frame, problems with the swivel, and aging issues that are necessary to fix. The truck recently was involved in a couple of minor accidents, leading to the inspections that have exposed additional problems.

The truck was transported and is in the possession of Sutphen Corporation. Work must be started immediately as there are no reserves available in case another truck needs to be repaired , which happens often due to aging equipment.

Funding for the work will come from both the Risk Fund and the Fire Department Operating Equipment Fund. Risk will be covering \$39,136.90 from account 50470460-520236 and the remaining \$74,541.36 will be covered by account number 78705690-530350-63003.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/1/2015 - 9:41 AM
Finance Committee	Watson-Arnould, Kathe	Approved	10/1/2015 - 9:42 AM
City Clerk	Admin, Default	Approved	10/1/2015 - 9:46 AM

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Mike Clarke 326-7734
Wards: All

Action / Date
FIN10/7/2015

Subject:

Motion awarding the removal of snow/ice from City-owned parcels and nuisance properties for the 2015-2016 winter season to Advantage Weed & Feed LLC. of Bettendorf. [All Wards]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

An Invitation to Bid was issued and sent to 63 vendors on August 26, 2015. Purchasing received and opened four bids on September 17, 2015.

This snow and ice removal is for all City-owned parcels and for nuisance complaints when property owners have not cleared the sidewalks across the front of their property. Advantage Weed & Feed LLC submitted the lowest responsible and responsive bid.

Last season approximately \$49,000 was spent on this contract. Funding for this contract is from the FY16 Professional Services account with a balance of \$109,250.

ATTACHMENTS:

Type	Description
▢ Backup Material	Bid Tab - Snow/Ice Removal for City Parcels and Nuisance Properties

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/30/2015 - 2:35 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/30/2015 - 2:36 PM
City Clerk	Admin, Default	Approved	9/30/2015 - 2:38 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

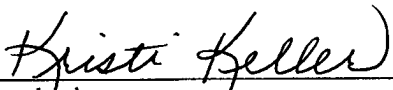
DESCRIPTION: CITY OWNED PARCELS AND NON-CITY OWNED PROPERTY
NUISANCE SNOW/ICE REMOVAL

BID NUMBER: 16-15

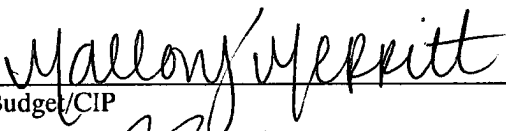
OPENING DATE SEPTEMBER 17, 2015

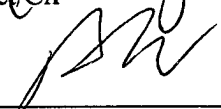
RECOMMENDATION: AWARD THE CONTRACT TO ADVANTAGE WEED & FEED
OF BETTENDORF

VENDOR NAME	PRICE PER LINEAR FOOT	
	CITY-OWNED	NUISANCE
Advantage Weed & Feed of Bettendorf	\$0.20	\$0.52
Silver Creek Lawn Care of Davenport	\$0.28	\$0.95
Lawnscape of Davenport	\$0.32	\$0.80
Sage Construction of Davenport	\$0.35	\$0.70

Prepared By 
Purchasing

Approved By 
Department Director

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group: Finance
Department: Finance/Purchasing
Contact Info: Kristi Keller 888-2077
Wards: All

Action / Date
FIN10/2/2015

Subject:

1. Tri-City Electric Co. - WPCP switchgear maintenance - Amount: \$38,586
2. Asti Transportation Systems - Portable message board trailer - Amount: \$38,567
3. Communications Engineering, Inc. - PW radio system annual maintenance - Amount: \$35,874
4. Trans Iowa Equipment, Inc. - Used snow blower for endloader - Amount: \$33,500
5. Ward Diesel Filter System, Inc. - Diesel exhaust removal (Fire) - Amount: \$26,217
6. Rehrig Pacific Co. - 95 gallon garbage carts - Amount: \$24,642
7. Crawford Company - Condenser coil replacement at RiverCenter - Amount: \$22,357
8. Davenport Electric Contract Co. - Traffic signals for Harrison and Brady Streets - Amount: \$15,216
9. Johnson Controls, Inc. - Emergency HVAC repairs at RiverCenter - Amount: \$14,842
10. Eldon C. Stutsman, Inc. - Used tanker trailer for Streets - Amount: \$14,000
11. Bonnell Industries, Inc. - Plow blades - Amount: \$11,926
12. Kirton McConkie - Broadband consulting services - Amount: \$10,000

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/2/2015 - 10:31 AM
Finance Committee	Watson-Arnould, Kathe	Approved	10/2/2015 - 10:32 AM
City Clerk	Admin, Default	Approved	10/2/2015 - 10:34 AM