

CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, July 22, 2015; 5:30 PM

Council Chambers, City Hall

REVISED July 21, 2015

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting Minutes for July 8, 2015

VI. City Administrator Update

VII. Report on Committee of the Whole

Report of Committee of the Whole for July 15, 2015

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Parks and Recreation Advisory Board (reappointments)
Elaine Bernauer
Richard Thomas
Wanita Salter
Gina Bettini
Maureen Leme
Somer Warren
2. RiverCenter/Adler Theater Advisory Board (reappointments)
Lance Sadlek
Mary Ann Tyler
Joe Taylor
Deb Sandry Powers
3. Zoning Board of Adjustment
James Reistroffer
4. Building Code Board of Appeals/Review (reappointments)
Rick Schaefer
Tom Whitehouse

IX. Presentations

- A. Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost covering The Dock Restaurant Demolition
- X. Petitions and Communications from Council Members and the Mayor
- XI. Individual Approval of Items on the Discussion Agenda
- XII. Approval of All Items on the Consent Agenda

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

Community Development

1. Third Consideration: Ordinance for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st Ward]
2. Resolution authorizing the Mayor to execute documents necessary to convey the following properties:

Ward 3
Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

Ward 4
Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E. and Lisa Marie Rush
3. Resolution setting a public hearing on the proposed conveyance of property located at 501 Brady for the 501 Brady project (Newbury Living, petitioner).
4. Motion approving the petition of David Howard for a roof mounted digital sign located at 1902 Brady Street. Case No. DRB15-23. (Approval of the motion overturns the decision of the Design Review Board to deny the petition.)

Public Safety

1. First Consideration: Ordinance amending Schedule VIII of Chapter 10.96 entitled "30-Minute Parking" by adding Bridge Avenue along the frontage of 1112 Bridge Avenue. [Ward 5]
2. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor events.
3. Motion approving noise variance requests for various events on the listed dates at the listed times.

The Dam View, 410 E. 2nd St, Bix Party 2015, July 25-26 from 6 AM - 1 AM, Over 50 dBA

The Pour House, 1502 W Locust St, August 15m 2015 Anniversary Party, 3PM -

Midnight, Over 50 dBA

Roadrunner's Roadhouse, 3803 Rockingham Rd, Classic Car Show & Band, August 22, 2015 from 10 AM - 10 PM, Over 50 dBA

4. Motion approving beer and liquor license applications.

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

Ward 1

Friends of Credit Island (Friends of Credit Island) - 2200 West River Dr. (Credit Island) - Outdoor Area July 25, 2015 - License Type: B Beer

Jimmie O's Saloon (Oldham Enterprises LLC)- 2735 Telegraph Rd - Outdoor Area July 31-August 1, 2015 - License Type: C Liquor

Ward 3

The Col Ballroom (Leigh Reitz) - 1012 West 4th St. - License Type: C Liquor

The Filling Station (CJB Corporation) - 500 West 3rd St. - Outdoor Area July 25, 2015 (Bix Post Race Party) - License Type: B Beer

Me & Billy (Collins Maus LLC) - 200 West 3rd St. - Outdoor Area July 24-26, 2015 - Bix - License Type: C Liquor

River Roots Live (Quad Cities Chamber of Commerce) - 400 West Beiderbecke Dr.- LeClaire Park - Outdoor Area August 27, 2015 - License Type: B Beer

Ward 4

The Pour House (Boss Lady Inc) - 1502 West Locust St. - Outdoor Area August 15-16, 2015 - License Type: C Liquor

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

Ward 1

Express Lane Gas & Food Mart (Express Lane Gas & Food Mart Inc.) - 4425 West Locust St. - License Type: C Beer

Fraternal Order of Eagles (Dav. Aerie #235 - Fraternal Order of Eagles) - 4401 West Locust St. - Outdoor Area - License Type: C Liquor

Loyal Order of Moose No. 28 (Dav. Lodge #28 - Loyal Order of Moose) - 2333 Rockingham Rd. - Outdoor Area - License Type: A Liquor

Smokin' Joe's Tobacco and Liquor Outlet No. 1 (The Outlet Inc.) - 3120 Rockingham

Rd. - License Type: E Liquor/C Beer/B Wine

Ward 3

Carriage Haus (Carriage Haus Inc.) - 312 West 3rd St. - Outdoor Area - License Type: C Liquor

Mary's On 2nd (Birdland Inc.) - 832 West 2nd St. - Outdoor Area - License Type: C Liquor

Waterbar (CRC Investments LLC) - 1201 East River Dr. - Outdoor Area - License Type: C Liquor

Ward 4

Dragon Palace (Duong's Enterprise LLC) - 2720 West Locust St. Unit B14 - License Type: B Beer

Smokin' Joe's Tobacco and Liquor Outlet No. 2 (The Outlet Inc.) - 1606 West Locust St. - License Type: E Liquor/C Beer/B Wine

Ward 5

Express Lane Gas & Food Mart No. 77 (Express Lane Inc.) - 1208 East Locust St. - License Type: C Beer

Ward 6

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

Jersey Grille (Fitzpatrick LLC) - 5255 Jersey Ridge Rd. - Outdoor Area - License Type: C Liquor

Northgate Place (Hy-Vee Inc.) - 1815 East Kimberly Rd. - Outdoor Area - License Type: C Liquor

Red Robin America's Gourmet Burgers & Spirits (Red Robin International Inc.) - 3903 East 53rd St. - Outdoor Area - License Type: C Liquor

Sam's Club No. 8238 (Sam's West Inc.) - 3887 Elmore Ave. - License Type: E Liquor/B Wine/C Beer

Super Target T-533 (Target Corporation) - 5225 Elmore Ave. - License Type: E Liquor/C Beer/B Wine

Ward 7

Express Lane Gas and Food Mart (Expresslane Inc.) - 3622 Brady St. - License Type:

C Beer

Famous Dave's (Elmore Foods LLC) - 1110 East Kimberly Rd. - License Type: C Liquor

Hero's Pub (LS Properties LLC) - 3811 North Harrison St. Ste. 4 - Outdoor area - License Type: C Liquor

The Liquor Stop LLC (The Liquor Stop LLC) - 211 West 53rd St. - License Type: E Liquor

Sleesha Mini Mart (Sleesha Mini Mart LLC) - 3417 North Harrison St. - License Type: C Beer

Tobacco Outlet Plus No. 546 (Kwik Trip Inc.) - 902 West Kimberly Rd. Unit 56 - License Type: C Beer

Public Works

1. Resolution authorizing the Mayor to execute the necessary documents to convey the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Midwest Chemical Inc. *[Ward 3]*
2. Resolution authorizing the Mayor to execute the necessary documents to convey the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrop Development, LLC. *[Ward 3]*
3. Resolution granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting the Putnam Museum to the existing cell tower in Fejervary Park. *[Ward 4]*

Finance

1. Third Consideration: An ordinance amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1). *[All Wards]*
2. Motion awarding a contract to demolish the former Dock Restaurant to Holst Trucking & Excavating, Inc. of LeClaire, IA in the amount of \$70,800. *[Ward 3]*
3. Motion authorizing the Finance Director to make payment of \$1.25 million to the RiverCenter for the Performing Arts (RCPA) and execute documents to assume the RCPA's debt with Quad City Bank & Trust in exchange for ownership of the Adler Theatre consistent with the Adler Theatre Sources and Uses Report approved by the City Council on April 8, 2015. *[Ward 3]*
4. Motion authorizing staff at the Water Pollution Control Plant to proceed with the bottom end overhaul of generator engine #1 by Altorfer, Inc. of Davenport, in the estimated amount of \$172,604. *[All Wards]*

XIII. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add and approve the following item.
2. Motion approving the outdoor service area request on July 24-26, 2015 for the Dam

View Inn (VanDamQC LLC), License Type: C Liquor.

XIV. Public with Business

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

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

XV. Reports of City Officials

XVI. Adjourn

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, July 8, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Gluba presiding and all aldermen present except Ald. Matson.

The minutes of the June 24, 2015 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL

CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, July 1, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present except Ald. Tompkins. The following Public Hearings were held: Public Works: on the Plans, Specifications, Form of Contract and Estimated Cost for Complete Streets Striping Project Phase I, FY15 CIP Project #10151 funded with \$200,000 of GO Bonds and augmented by FY16 local option sales tax funds; on the plans, specifications, forms of contract and estimated cost for the FY2016 Marquette Street Sanitary Sewer Repair Project, CIP Project #10537; on the Plans, Specifications, Form of Contract and Estimate of Cost for the Fiscal Year 2015 Manhole Rehabilitation Program. CIP FY 15 Project #10144 and FY16 #30008 funded at \$1,400,000 in bonds abated by sewer funds. The following Proclamation was issued: Red, White and Boom, 335. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gordon, second by Ald. Meeker all items moved to the Consent Agenda with item 6 being tabled for one cycle. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Gordon, second by Ald. Barnhill all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion the following item was substituted: approving Plans, Specifications, form of contract and estimated cost for Complete Streets Striping Project Phase 1. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald. Edmond, second by Ald. Boom all items moved to the Consent Agenda. Council adjourned at 6:15 p.m.

The following Appointment was approved: Sustainable Environment Methods & Technology Advisory Commission: Donnie Miller, 336.

July 8, 2015

The following Proclamations were issued: 25th Anniversary of ADA, Parks and Recreation Month & City of Play, July 2015, 337.

The following Presentations were held: Miracle Field and Scott County Board of Supervisors.

The Consent Agenda was as follows: NOTE: These are routine items and are enacted at the City Council meeting by one roll call vote. The vote was unanimous unless otherwise noted.

Community Development: The following ordinance moved to third consideration: for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The following ordinance was adopted: for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue, 338.

The following resolutions were adopted: setting a public hearing to convey the following properties: Ward 3, Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel and Ward 4, Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E and Lisa Marie Rush, 339; approving Case No. F15-09 being the final plat of Russell-Crow Valley Office Park Fifth Addition being a replat of Lot 1 Russell-Crow Valley Office Park Addition located in the southeast quadrant of East 56th Street and Lakeview Parkway containing two (2) commercial lots, 340.

The following motion was passed: to set a public hearing for July 15, 2015 at 5:30pm in the Council Chambers for the purpose of establishing the Hilltop TIF District Plan, 341.

Public Safety: The following resolution was adopted: closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor events, 342.

The following motions were passed: approving noise variance request(s) for various events on the listed dates at the listed times, 343; approving all submitted beer and liquor license applications, 344.

Public Works: The following resolutions were adopted: approving Contract for the Iowa Flood Mitigation Plan and Application submittal to the State of Iowa to Veenstra & Kimm, Inc. in the amount Not-To-Exceed \$250,000.00 CIP Projects #00790 & #10539, 345;

July 8, 2015

granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting the 500 block of Division Street and 303 West 6th Street, 346; approving the Plans, Specifications, Form of Contract and Estimated Cost for Complete Streets Striping Project Phase I, FY2015 CIP Project #10151 funded with \$200,000 of GO Bonds and augmented by FY16 local option sales tax funds, 347; Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Fiscal Year 2015 Manhole Rehabilitation Program, FY15 CIP Project #10144 and FY16 CIP #30008 funded at \$1,400,000 in bonds abated by sewer funds, 348; exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hagerty Earthworks, LLC, of Muscatine, Iowa in the amount of \$250,000 for Fiscal Year 2016, CIP Project #30002 and #33001, 349; approving change order number one of amendment number 3 to the Equalization Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer Inflow & Infiltration (I&I). Contract awarded to Veenstra & Kimm, Inc. in the amount of \$68,143, CIP Project #02166, 350; exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hometown Plumbing & Heating of Davenport, Iowa in the amount of \$250,000 for Fiscal Year 2016, CIP Project #30002 and #33001, 351; approving the plans, specifications, forms of contract and estimated cost for the FY2016 Marquette Street Sanitary Sewer Repair Project, CIP Project #10537, 352; approving change order number 1 to the construction contract with Langman Construction, Inc. for the Full Depth Patching Program; CIP Project #'s FY13 10401, FY14 10552 and FY15 10551, 353.

The following motions were passed: approve the contract for the Birchwood area parallel sewer project to Valley Construction Company of Rock Island, IL in the amount of \$987,777, 354; approving change order #5 to VJ Engineering for the Credit Island Bridge Engineering services in the amount of \$38,728.59; CIP Project #01817, 355; approve the contract (subject to DOT approval) for the Harrison sewer repair and street resurfacing project to Valley Construction Company of Rock Island, IL in the amount of \$1,939,409.50, 356.

July 8, 2015

Finance: The following ordinance moved to third consideration: amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1).

The following resolution was adopted: accepting the annual Byrne Justice Assistance Grant (JAG) from the Federal government for 2015-2016 in the amount of \$79,809, 357.

The following motions were passed: to renew the facility management contract for the RiverCenter and Adler Theatre to VenuWorks, Inc. of Ames, IA, 358; awarding a contract for medium voltage switchgear repair services at the Water Pollution Control Plant to Tri-City Electric, Co. of Davenport, IA, 359.

On motion by Ald. Boom, second by Ald. Gordon the rules were suspended (Ald. Tompkins voting nay) and the following motion added to the agenda and passed (Ald. Tompkins voting nay): approving Change Order #3 to Galante Architectural Studios in the amount of \$89,900.00 for the Central Fire Station Addition and Renovation, CIP project number 02348, 360.

On motion Council adjourned at 6:52 P.M.

A handwritten signature in black ink that reads "Jackie E. Holecek". The signature is written in a cursive, flowing style.

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield 563-326-7701
Wards: All

Action / Date
7/22/2015

Subject:
Parks and Recreation Advisory Board (reappointments)
Elaine Bernauer
Richard Thomas
Wanita Salter
Gina Bettini
Maureen Leme
Somer Warren

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/15/2015 - 4:37 PM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield 563-326-7701
Wards: All

Action / Date
7/22/2015

Subject:
RiverCenter/Adler Theater Advisory Board (reappointments)
Lance Sadlek
Mary Ann Tyler
Joe Taylor
Deb Sandry Powers

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/16/2015 - 9:05 AM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info:
Wards:

Action / Date

Subject:
Zoning Board of Adjustment
James Reistroffer

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/16/2015 - 1:45 PM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield 563-326-7701
Wards: All

Action / Date
7/22/2015

Subject:
Building Code Board of Appeals/Review (reappointments)
Rick Schaefer
Tom Whitehouse

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/16/2015 - 5:09 PM

City of Davenport

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

Action / Date
PW7/22/2015

Subject:
Public Hearing on the Plans, Specifications, Form of Contract and Estimate of Cost covering
The Dock Restaurant Demolition

Recommendation:
Hold the hearing

Relationship to Goals:
Davenport – Upgraded City Infrastructure & Public Facilities; Revitalized Neighborhoods and
Corridors

Background:
The former Dock Restaurant is planned for demolition and proper removal. Developer's funding has fallen through numerous times and the City has decided to demolish the building as part of the riverfront redevelopment. The project will be done in two parts, asbestos abatement and then demolition. The asbestos abatement is to be completed using the City's existing contract with Environmental Management Services of Iowa, Inc. and the demolition will be completed by Holst Trucking and Excavating Inc. The total project costs are estimated to be \$150,000.00.

ATTACHMENTS:

Type	Description
▣ Backup Material	The Dock Restaurant - Asbestos Report
▣ Resolution Letter	PW_PH_The Dock Restaurant

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/20/2015 - 4:07 PM



**Seneca
Companies**

BRANCH ADDRESS
7241 Gaines Street Court
Davenport, IA 52806-1353
Phone: 563-332- 8000
Toll-Free: 800-728-6900
Fax: 563-332-9465

**CORPORATE
HEADQUARTERS**
4140 E. 14th Street
Des Moines, IA 50313-3804
Toll-Free: 800-369-5500

The Complete Solution

July 13, 2015

Mr. Brian Schadt
City of Davenport
1200 East 46th Street
Davenport, IA 52807

**SUBJECT: ASBESTOS INSPECTION FOR THE DOCK LOCATED AT 125 S. PERRY STREET,
DAVENPORT, IA**

Dear Mr. Schadt,

Seneca has performed an Asbestos Inspection for the above referenced site in conformance with U.S. Environmental Protection Agency's Toxic Substances Control Act (TSCA) Title II amendment, Chapter 40, Part 763, Appendix C to Subpart E (ASHARA), the National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61, subpart M, and the Occupational Safety and Health Administration (OSHA) Construction Standards. Any exceptions to, or deletions from, this practice are described in the introduction of the report.

Sixty-one (61) analyses were conducted on sixty-one (61) materials suspect of containing asbestos that were collected from the interior and exterior portions of the building located on the aforementioned Subject Property.

Analytical results identified nine (9) samples containing asbestos.

- Lab samples 391505888-0014, 391505888-0016 and 391505888-0016A. Various colors of pipe wrap which was found above the drop ceiling. The various colors of pipe wrap were identified running throughout the entire building. Due to the similarities and composition of the wrapping, it is assumed all the pipe wraps in the building contain asbestos. This pipe wraps were found to contain between 3% to 68% chrysotile asbestos. It was calculated that approximately 700 lf of pipe wrap is located throughout the building.
- Lab Sample 391505888-0032. Spotted floor tile which was found in the upstairs entryway of the VFW. This flooring contained 4% chrysotile asbestos and covers approximately 200 sf.
- Lab Sample 391505888-0034. Green floor tile which was found in the upstairs hallway of the VFW. This flooring contained 5% chrysotile asbestos and covers approximately 150 sf.

Branch Locations

Des Moines, IA • Davenport, IA • Oreana, IL • Baldwin, MS • Kansas City, MO • South Sioux City, NE
Denver, CO • Tulsa, OK • Grand Island, NE • Springfield, MO

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Electrical & Automation • Automotive & Fleet

- **Lab Sample 391505888-0037.** Black mastic which was found under the cream floor tile in the upstairs main room of the VFW. It is also assumed that this floor tile is found in the hallway and room above the downstairs kitchen. This mastic contained 9% chrysotile asbestos and covers approximately 750 sf.
- **Lab Sample 391505888-0044.** Black putty which was found along seems/cracks in the exterior roof. This putty contained 16% chrysotile asbestos and covers approximately 200 lf.
- **Lab Sample 391505888-0047.** Brown felt which was found covering the exterior roof. It is assumed this felt is located beneath all the stone roofing. This felt contained 58% chrysotile asbestos and covers approximately 800 sf.
- **Lab Sample 391505888-0051.** Dark gray putty which was found around the HVAC systems on the roof. This putty contained 19% chrysotile asbestos and covers approximately 80 lf.

Multiple debris piles were identified throughout the building due to flood and fire damage. These debris piles appeared to have mixed ACM present. It is recommended that all loose material located on the flooring be disposed of as ACM material. Damaged pipe wrap was identified throughout the building and is assumed to have contaminated a large portion of these materials. Approximate quantity of materials located in the debris piles is assumed to be 1000 sf.

Seneca Environmental Services appreciates the opportunity to assist the City of Davenport in this matter. If you need any additional information please contact me at (563)-332-8000 or scharlton@senecaco.com.

Sincerely,
Seneca Environmental Services



Steve Charlton
Project Manager

JF: 6361234



Seneca Companies, Inc.
Davenport, IA

ASBESTOS INSPECTION REPORT

The Dock
125 S. Perry Street
Davenport, IA

PREPARED BY

SENECA COMPANIES, INC
7241 GAINES STREET COURT
DAVENPORT, IA 52806

A handwritten signature in black ink, appearing to read "Jordan Cornilsen".

JORDAN CORNILSEN
IOWA CERTIFIED ASBESTOS INSPECTOR #15-40991

A handwritten signature in black ink, appearing to read "Steve Charlton".

STEVE CHARLTON
PROJECT MANAGER

SENECA PROJECT NO. 6361234
JULY 13, 2015

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TABLES

Table 1 - Sampled Suspect Asbestos Containing Materials

Table 2 - Analytical Results of Suspect Asbestos Containing Materials

APPENDICES

- A. Site Vicinity
- B. Site Sketch
- C. Photographic Documentation
- D. Laboratory Analytical Results

1.0 - SCOPE OF SERVICES

The purpose of this project was to perform a Limited Asbestos Inspection at The Dock located at 125 S. Perry Street, Davenport, IA (Subject Property).

Seneca Companies, Inc. provided a representative asbestos inspection at the identified buildings in accordance with the referenced agreement and so outlined below:

- 1) Review any existing asbestos reports relating to this site, if available.
- 2) Inspect the site building
- 3) Identify accessible suspect asbestos containing materials (ACM) in accordance with USEPA National Emission Standard for Hazardous Air Pollution (NESHAP), (ref.: 40 CFR, Part 61, subpart M)
- 4) Collect and analyze bulk samples of suspect materials.
- 5) Quantify any asbestos containing materials and record location.

2.0 - GENERAL SITE CONDITIONS

The survey was conducted on interior and exterior building materials of The Dock located at 125 S. Perry Street, Davenport, IA. All areas were accessible. The building was constructed primarily of wood, metal, brick and concrete.

3.0 - ASBESTOS SURVEY REPORT

On July 6, 2015 the areas described in section 2.0 of the Subject Property were inspected for ACM by inspector Jordan Cornilsen of Seneca Companies, Inc. Mr. Cornilsen has completed the requisite training for asbestos accreditation as an inspector at a state approved training provider under U.S. Environmental Protection Agency's Toxic Substances Control Act (TSCA) Title II amendment, Chapter 40, Part 763, Appendix C to Subpart E (ASHARA). Mr. Cornilsen is a State of Iowa Certified Asbestos Inspectors. Inspector credentials are on file at Seneca Companies, Inc.

The site was visually inspected for the presence of suspect ACM. A full demolition was assumed. All areas that were part of the scope of this project discussed in **Section 2.0** were accessible and inspected, including layers beneath surface materials at the sampling location. However, Seneca did not perform destructive sampling. It was not within Seneca's scope of work nor EPA and OSHA regulations to remove large amounts of surface materials in order to investigate portions of the structure or materials that lay beneath the surface. Any materials or structures that could not be visually identified on the surface without the removal of large portions of surface materials were not inspected and would not be noted in this report. Materials visibly identified as non-asbestos (fibrous glass, foam rubber, metal, and wood, etc.) were not sampled. The asbestos inspection consisted of three basic steps: **1)** a visual inspection of the current site; **2)** a determination of

homogenous areas with suspect surfacing, thermal system insulation, and miscellaneous materials; and 3) sampling accessible, friable and non-friable, suspect materials.

3.1 - Homogeneous Areas

Prior to sampling, homogeneous areas were identified in order to facilitate a sampling strategy. A homogeneous sampling area can be described as one or more areas with suspect material similar in appearance and texture that have the same installation date and function. The actual number of samples collected from each homogeneous sampling area may vary, dependent upon material type and the professional judgment of the inspector.

3.2 - Sampling Strategy

The sampling strategy incorporated quantities of suspect material and the inspector's professional judgment to aid in the identification of suspect ACM. Seneca's sampling strategy was to identify and collect accessible suspect ACM in accordance with the USEPA National Emission Standard for Hazardous Air Pollutants (NESHAP), (ref.: 40 CFR, Part 61, subpart M). If the analytical results indicated that all the samples collected per homogeneous area did not contain asbestos, then the homogeneous area (material) was considered non-asbestos containing. However, if the analytical results of one or more of the samples collected per homogenous area indicated that asbestos was present in quantities greater than one percent asbestos (as defined by the EPA), all of the homogeneous area (material) was treated as an asbestos containing material regardless of any other analytical results. Materials which were visually determined to be non-asbestos (i.e. fibrous glass, foam rubber, etc.) by the accredited inspector were not required to be sampled. Actual collection of bulk asbestos sampling involves physically removing approximately one square inch (1 in²) of material and placing it in an airtight sample container. Sample containers were marked with a unique identification number, which was documented in the inspector's field notes.

3.3 - Suspect ACM

Table 1 contains a list of sixty-one (61) sampled accessible building materials considered suspect of containing asbestos. Please refer to Appendix B for sample locations.

Table 1: SAMPLED SUSPECT ASBESTOS CONTAINING MATERIALS			
LOCATION	MATERIAL	INSPECTOR SAMPLE NUMBER	LABORATORY SAMPLE NUMBER
ENTRYWAY	WHITE TEXTURE	1-T1	391505888-0001
ENTRYWAY	CREAM PAINT	1-T2	391505888-0002
ENTRYWAY	STONE TEXTURE	1-T3	391505888-0003
EAST OF STAGE WALL	RED PAINT	1-T4	391505888-0004
EAST OF STAGE WALL	WHITE TEXTURE		391505888-0005
EAST OF STAGE WALL	STONE TEXTURE	1-T5	391505888-0005A
ENTRYWAY	WHITE CEILING TILE	1-CT1	391505888-0006

OFFICE	CREAM CEILING TILE	1-CT2	391505888-0007
HALLWAY EAST OF KITCHEN	BROWN CEILING TILE	1-CT3	391505888-0008
HALLWAY EAST OF KITCHEN	GRAY ADHEASIVE		391505888-0008A
LOUNGE AREA	STONE FLOOR TILE	1-F1	391505888-0009
BOILER ROOM	RED INSULATION	1-I1	391505888-0010
BOILER ROOM	YELLOW MASTIC	1-I2	391505888-0011
BOILER ROOM	WHITE WRAP	1-I3	391505888-0012
ROOM EAST OF STAGE	BLUE PAINT	1-P1	391505888-0013
CEILING NEAR ENTRWAY	BLACK PIPE WRAP	1-PW1	391505888-0014
CEILING NEAR ENTRWAY	CREAM PIPE WRAP	1-PW2	391505888-0015
CEILING NEAR DINING AREA	BROWN PIPE WRAP	1-PW3	391505888-0016
CEILING NEAR DINING AREA	GRAY PIPE WRAP		391505888-0016A
CEILING NEAR DINING AREA	SILVER PIPE WRAP	1-PW4	391505888-0017
LOUNGE AREA	CREAM TEXTURE	1-S1	391505888-0018
LOUNGE AREA	WHITE SHEETROCK	1-S2	391505888-0019
WALL WEST OF MEETING ROOM	CREAM TEXTURE	1-S3	391505888-0020
WALL WEST OF MEETING ROOM	WHITE SHEETROCK	1-S4	391505888-0021
WALLS BEHIND COOLERS IN KITCHEN	STONE BACKING	1-WB1	391505888-0022
WALLS BEHIND COOLERS IN KITCHEN	YELLOW MASTIC	1-WB2	391505888-0023
DINING AREA FLOOR	BROWN COATING		391505888-0024
DINING AREA FLOOR	BLUE CARPET		391505888-0024A
DINING AREA FLOOR	GRAY MASTIC	1-M1	391505888-0024B
BATHROOM UPSTAIRS OF KITCHEN AREA FLOOR	CREAM FLOOR TILE	2-F1	391505888-0025
BATHROOM UPSTAIRS OF KITCHEN AREA FLOOR	BLACK MASTIC	2-F2	391505888-0026
UPSTAIRS OF KITCHEN AREA	RED FLOOR TILE	2-F3	391505888-0027
UPSTAIRS OF KITCHEN AREA	GRAY MASTIC	2-F4	391505888-0028
DINING AREA FLOOR	BROWN COVE BASE		391505888-0029
VFW DOWNSTAIRS	GRAY MASTIC	3-M1	391505888-0029A
VFW DOWNSTAIRS	TAN FLOOR TILE	3-F1	391505888-0030
VFW DOWNSTAIRS	BLACK MASTIC	3-F2	391505888-0031
UPSTAIRS ENTRYWAY	SPOTTED FLOOR TILE	3-F3	391505888-0032
UPSTAIRS ENTRYWAY	BLACK MASTIC	3-F4	391505888-0033
UPSTAIRS ENTRYWAY	GRAY FLOORING COMPOUND		391505888-0033A
UPSTAIRS HALLWAY	GREEN FLOOR TILE	3-F5	391505888-0034

UPSTAIRS HALLWAY	BLACK MASTIC	3-F6	391505888-0035
UPSTAIRS MAIN ROOM	STONE FLOOR TILE	3-F7	391505888-0036
UPSTAIRS MAIN ROOM	BLACK MASTIC	3-F8	391505888-0037
VFW DOWNSTAIRS	TAN PAINT	3-S1	391505888-0038
VFW DOWNSTAIRS	WHITE SHEETROCK	3-S2	391505888-0039
VFW DOWNSTAIRS	WHITE TEXTURE	3-CT1	391505888-0040
VFW DOWNSTAIRS	YELLOW TILE	3-CT2	391505888-0041
VFW DOWNSTAIRS	WHITE CEILING TILE	3-CT3	391505888-0042
UPSTAIRS MAIN ROOM	WHITE CEILING TILE	3-CT4	391505888-0043
EXTERIOR ROOF	BLACK PUTTY	EX-1	391505888-0044
EXTERIOR ROOF	BLACK PUTTY		391505888-0044A
ROOF PIPES	SILVER PIPE WRAP	EX-2	391505888-0045
UNDER ROOFING ROCKS	GRAY PAPER	EX-3	391505888-0046
UNDER ROOFING ROCKS	BROWN FELT		391505888-0047
UNDER ROOFING ROCKS	BLACK TAR	EX-4	391505888-0047A
EXTERIOR WINDOWS	SILVER CAULK	EX-5	391505888-0048
EXTERIOR BRICK CRACKS	CREAM CAULK	EX-6	391505888-0049
EXTERIOR WINDOWS	BLACK CAULK	EX-7	391505888-0050
AROUND ROOFING EQUIPMENT	DARK GRAY PUTTY	EX-8	391505888-0051
UNDER WOOD SHINGLES	BLACK TAR PAPER	EX-9	391505888-0052

Table Notes:

- Sample layers highlighted in yellow indicate the sample contained greater than 1% asbestos.
- Sample layers without an inspector sample number were not noted by the inspector in the field. The material was found layered within the sample during laboratory analysis.

3.4 - Laboratory Analytical Results

Table 2 indicates the analytical results of suspect asbestos containing materials that were found to contain asbestos. **Nine (9) samples have been determined, through laboratory analysis, to contain asbestos.**

Table 2: ANALYTICAL RESULTS OF ASBESTOS CONTAINING MATERIALS					
MATERIAL	ACM LOCATIONS	LABORATORY SAMPLE NUMBER	INSPECTOR SAMPLE NUMBER	ASBESTOS CONTENT	QUANTITY (APPROX.)
BLACK PIPE WRAP	THROUGHOUT ENTIRE BUILDING	391505888-0014	1-PW1	3% - Chrysotile	700 sf
BROWN PIPE WRAP	THROUGHOUT ENTIRE BUILDING	391505888-0016	1-PW3	48% - Chrysotile	700 sf
GRAY PIPE WRAP	THROUGHOUT ENTIRE BUILDING	391505888-0016A	(1-PW3)	68% - Chrysotile	700 sf
SPOTTED FLOOR TILE	UPSTAIRS ENTRYWAY OF VFW	391505888-0032	3-F3	4% - Chrysotile	200 sf
GREEN FLOOR TILE	UPSTAIRS HALLWAY OF VFW	391505888-0034	3-F5	5% - Chrysotile	150 sf

BLACK MASTIC	MAIN ROOM OF VFW	391505888-0037	3-F8	9% - Chrysotile	750 sf
BLACK PUTTY	EXTERIOR ROOFING	391505888-0044	EX-1	16% - Chrysotile	200 lf
BROWN FELT	UNDER ROOFING ROCKS	391505888-0047	(EX-4)	58% - Chrysotile	800 sf
DARK GRAY PUTTY	AROUND ROOFING EQUIPMENT	391505888-0051	EX-9	19% - Chrysotile	80 lf

Bulk samples were analyzed by EMSL Analytical, Inc., Saint Louis, MO. Polarized Light Microscope analysis, utilizing dispersion staining techniques (ref.: EPA Method 600/M4-82-020), was performed to determine the asbestos content of the bulk samples collected at the site. This laboratory is currently a proficient participant in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing Program; a quality assurance program for polarized light microscopy analysis. Any material that contains greater than one (1) percent asbestos is considered an ACM and must be handled according to Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and all applicable state and local regulations. The State of Iowa OSHA has additional regulations for materials that contain less than one (1) percent asbestos.

3.5 - Conclusions

Sixty-one (61) analyses were conducted on sixty-one (61) materials suspect of containing asbestos that were collected from the interior and exterior portions of the building located on the Subject Property. **Analytical results identified nine (9) samples containing chrysotile asbestos.**

- Lab samples 391505888-0014, 391505888-0016 and 391505888-0016A. Various colors of pipe wrap which was found above the drop ceiling. The various colors of pipe wrap were identified running throughout the entire building. Due to the similarities and composition of the wrapping, it is assumed all the pipe wraps in the building contain asbestos. This pipe wraps were found to contain between 3% to 68% chrysotile asbestos. It was calculated that approximately 700 lf of pipe wrap is located throughout the building.
- Lab Sample 391505888-0032. Spotted floor tile which was found in the upstairs entryway of the VFW. This flooring contained 4% chrysotile asbestos and covers approximately 200 sf.
- Lab Sample 391505888-0034. Green floor tile which was found in the upstairs hallway of the VFW. This flooring contained 5% chrysotile asbestos and covers approximately 150 sf.
- Lab Sample 391505888-0037. Black mastic which was found under the cream floor tile in the upstairs main room of the VFW. It is also assumed that this floor tile is also found in the hallway and room above the downstairs kitchen. This mastic contained 9% chrysotile asbestos and covers approximately 750 sf.

- **Lab Sample 391505888-0044.** Black putty which was found along seems/cracks in the exterior roof. This putty contained 16% chrysotile asbestos and covers approximately 200 lf.
- **Lab Sample 391505888-0047.** Brown felt which was found covering the exterior roof. It is assumed this felt is located beneath the stone roofing. This felt contained 58% chrysotile asbestos and covers approximately 800 sf.
- **Lab Sample 391505888-0051.** Dark gray putty which was found around the HVAC systems on the roof. This putty contained 19% chrysotile asbestos and covers approximately 80 lf.

Multiple debris piles were identified throughout the building due to flood and fire damage. These debris piles appeared to have mixed ACM present. It is recommended that all loose material located on the flooring be disposed of as ACM material. Damaged pipe wrap was identified throughout the building and is assumed to have contaminated a large portion of these materials. Approximate quantity of materials located in the debris piles is assumed to be 1000 sf.

Details of sample analysis are included in Appendix D, which contains a listing of all analyzed samples and analytical results relating to the site. Asbestos analytical results are reported as percentage and type. Other common non-asbestos components may be noted in the analytical report. Please refer to Appendix B for sample locations.

4.0 ASSUMPTIONS AND LIMITATIONS

The results, findings, conclusions, and recommendations expressed in this report are based solely on conditions noted during the July 6, 2015 Seneca inspection of the site located at 125 S. Perry Street, Davenport, IA. A full demolition was assumed. All areas that were part of the scope of this project discussed in **Section 2.0** were accessible and inspected, including layers beneath surface materials at the sampling location. However, Seneca did not perform destructive sampling. It was not within Seneca's scope of work nor EPA and OSHA regulations to remove large amounts of surface materials in order to investigate portions of the structure or materials that lay beneath the surface. Any materials or structures that could not be visually identified on the surface without the removal of large portions of surface materials were not inspected and would not be noted in this report. Seneca's selection of sample locations and frequency of sampling was based on the inspector's assumption that like materials in the same area are homogeneous in content. The report is designed to aid the building owner, architect, construction manager, general contractor, and potential asbestos abatement contractor in locating ACM. Under no circumstances is the report to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos Project Design document or an Abatement Work Plan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared in accordance with customary principles and practices in the fields of

environmental science and engineering. This statement is in lieu of other statements either expressed or implied. This report does not warrant against future operation or conditions, nor does it warrant against future operations or conditions presents of a type or at a location not investigated.

This report is intended for the sole use of the City of Davenport on behalf of Brian Schadt. The scope of services performed in execution of this evaluation may not be appropriate to satisfy the needs of other users, and use or re-use of this document or the findings, conclusions, or recommendations is at the risk of said user.

APPENDIX A

SITE VICINITY MAP



Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Site Map

Asbestos Report

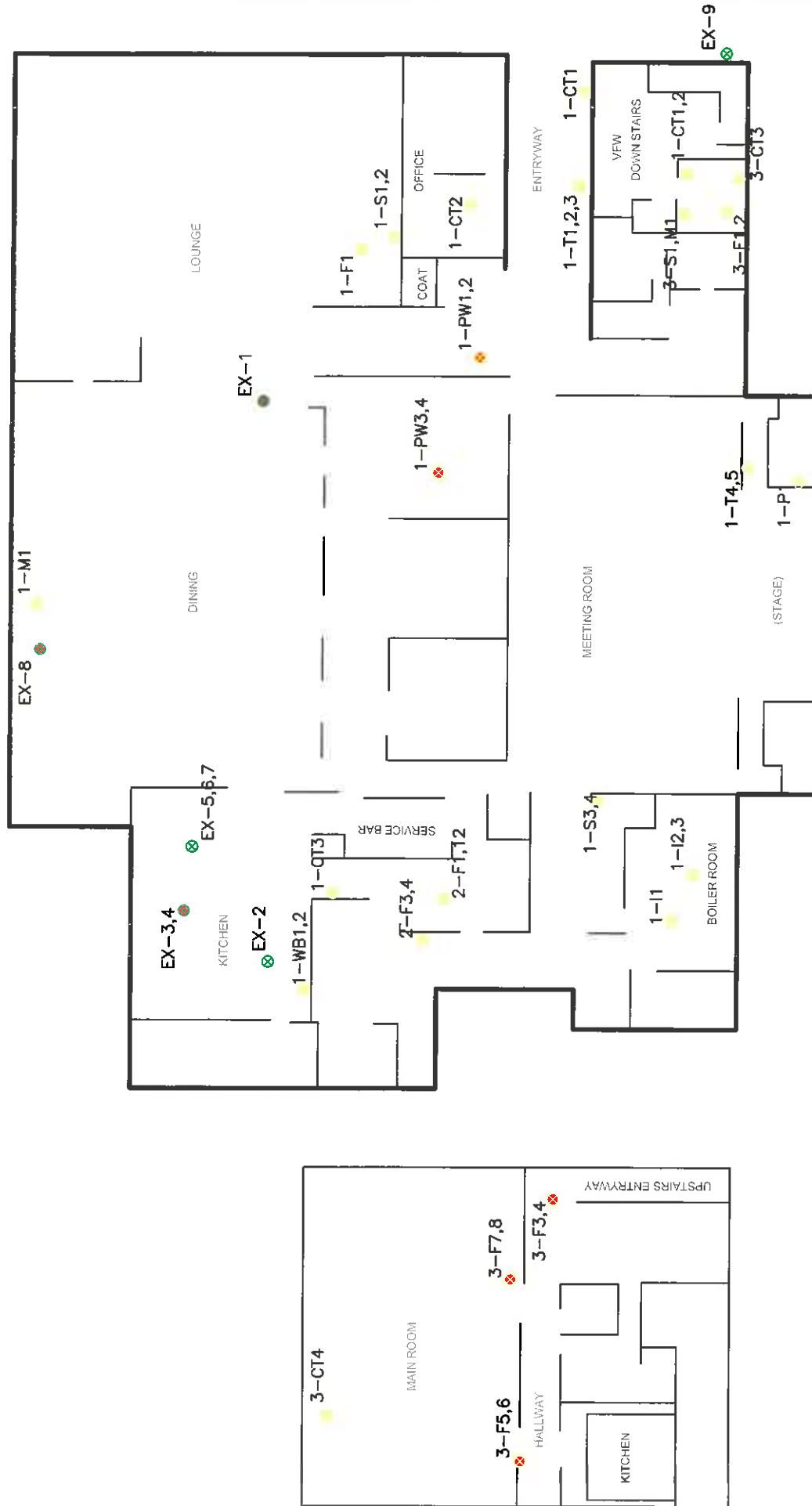


Subject Property

Seneca Environmental Services		Seneca Job# 6361234	Date: July 8, 2015
The Dock 125 S. Perry Street Davenport, IA	Site Vicinity Map		Asbestos Report

APPENDIX B

SITE SKETCH



This drawing and all parts thereof is the exclusive property of Seneca Companies and may not be reproduced in whole or part without written permission.

 Seneca Companies The Complete Solution				INTERIOR SAMPLE LOCATION EXTERIOR SAMPLE LOCATION ASBESTOS CONTAINING SAMPLE		ASBESTOS REPORT		JOB DESCRIPTION: THE DOCK 125 S. PERRY STREET DAVENPORT, IA		CHECKED BY:	DATE: 07/08/2015
								SCALE: NTS	DRAWN BY: JORDAN CORNILSEN	SHEET NO. 1	
SHEET TITLE: SCALED SITE MAP		PROJECT NO: 6361234		THE DOCK		FILENAME:		THE DOCK		PROJECT NO: 6361234	

APPENDIX C

PHOTOGRAPHIC DOCUMENTATION



North Facade



East Facade

South Facade



West Facade



Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Entryway



Entryway



Office

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Coat closet

Lounge Area



Lounge Area

Seneca Environmental Services	Seneca Job# 6361234	Date: July 8, 2015
The Dock 125 S. Perry Street Davenport, IA	Photographic Documentation	Asbestos Report



Hallway by Kitchen



Kitchen



Boiler Room

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Meeting Room

Restroom



Restroom

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



VFW Downstairs

VFW Downstairs



Upstairs Entryway

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Upstairs Kitchen

Upstairs Main room



Upstairs Bathroom

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Sample location 1-PW1
(Asbestos Present)

Sample location 1-PW3
(Asbestos Present)



Sample location 3-F3
(Asbestos Present)

Seneca Environmental Services

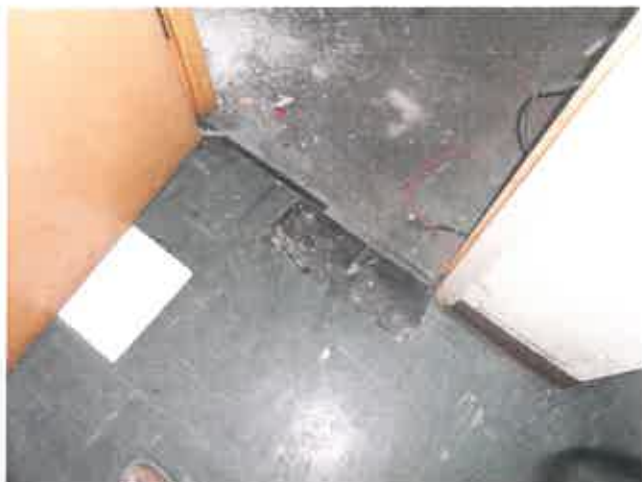
Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Sample location 3-F5
(Asbestos Present)



Sample location 3-F8
(Asbestos Present)

Seneca Environmental Services	Seneca Job# 6361234	Date: July 8, 2015
The Dock 125 S. Perry Street Davenport, IA	Photographic Documentation	Asbestos Report



Exterior Roof



Exterior Roof



Exterior Roof

Seneca Environmental Services

Seneca Job# 6361234

Date: July 8, 2015

The Dock
125 S. Perry Street
Davenport, IA

Photographic
Documentation

Asbestos Report



Sample location EX-1
(Asbestos Present)



Sample location EX-4
(Asbestos Present)



Sample location EX-8
(Asbestos Present)

Seneca Environmental Services	Seneca Job# 6361234	Date: July 8, 2015
The Dock 125 S. Perry Street Davenport, IA	Photographic Documentation	Asbestos Report

APPENDIX D

ANALYTICAL RESULTS

**EMSL Analytical, Inc.**

3029 S. Jefferson, Saint Louis, MO 63118

Phone/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com>saintlouislab@emsl.com

EMSL Order: 391505888

CustomerID: SEN80

CustomerPO: 312610

ProjectID:

Attn: **Jordan Cornilsen**
Seneca Companies
4140 East 14th Street
Des Moines, IA 50313

Phone: (563) 332-8000
 Fax: (515) 262-2469
 Received: 07/07/15 9:10 AM
 Analysis Date: 7/7/2015
 Collected:

Project: **The Dock**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-T1 391505888-0001		White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-T2 391505888-0002		Various Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
1-T3 391505888-0003		Various Non-Fibrous Homogeneous		28% Quartz 72% Non-fibrous (other)	None Detected
1-T4 391505888-0004		Red Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-T5-Texture 391505888-0005		White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-T5-Texture 391505888-0005A		Various Non-Fibrous Homogeneous		29% Quartz 71% Non-fibrous (other)	None Detected
1-CT1 391505888-0006		Various Fibrous Heterogeneous	26% Cellulose 35% Min. Wool	26% Perlite 13% Non-fibrous (other)	None Detected
1-CT2 391505888-0007		Various Fibrous Heterogeneous	77% Min. Wool	23% Non-fibrous (other)	None Detected

Analyst(s)

Donald Schmidt (1)

Sue Ferrario (60)

Jeff Siria, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from 07/07/2015 13:53:46

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-CT3-Ceiling Tile 391505888-0008		Various Fibrous Heterogeneous	78% Cellulose	18% Perlite 4% Non-fibrous (other)	None Detected
1-CT3-Adhesive 391505888-0008A		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-F1 391505888-0009		Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-I1 391505888-0010		Orange Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-I2 391505888-0011		Clear Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-I3 391505888-0012		Various Fibrous Heterogeneous	39% Cellulose 19% Glass	42% Non-fibrous (other)	None Detected
1-P1 391505888-0013		Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-PW1 391505888-0014		Various Fibrous Homogeneous	2% Cellulose	95% Non-fibrous (other)	3% Chrysotile

Analyst(s)

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-PW2 391505888-0015		Tan Fibrous Homogeneous	97% Cellulose	3% Non-fibrous (other)	None Detected
1-PW3-Wrap 391505888-0016		Brown Non-Fibrous Homogeneous		52% Non-fibrous (other)	48% Chrysotile
1-PW3-Wrap 391505888-0016A		Gray Fibrous Homogeneous		32% Non-fibrous (other)	68% Chrysotile
1-PW4 391505888-0017		Various Fibrous Heterogeneous	39% Cellulose 19% Glass	42% Non-fibrous (other)	None Detected
1-S1 391505888-0018		Various Non-Fibrous Heterogeneous		26% Perlite 74% Non-fibrous (other)	None Detected
1-S2 391505888-0019		Various Non-Fibrous Heterogeneous	7% Cellulose 16% Glass	77% Non-fibrous (other)	None Detected
1-S3 391505888-0020		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-S4 391505888-0021		Various Non-Fibrous Heterogeneous	18% Cellulose	82% Non-fibrous (other)	None Detected

Analyst(s)

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Jeff Siria, Laboratory Manager
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 Fax: (515) 262-2469
 Received: 07/07/15 9:10 AM
 Analysis Date: 7/7/2015
 Collected:

Project: The Dock

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1-WB1 391505888-0022		Various Non-Fibrous Homogeneous		29% Quartz 71% Non-fibrous (other)	None Detected
1-WB2 391505888-0023		Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-M1-Coating 391505888-0024		Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
1-M1-Carpet 391505888-0024A		Various Fibrous Heterogeneous	86% Synthetic	14% Non-fibrous (other)	None Detected
1-M1-Mastic 391505888-0024B		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
2-F1 391505888-0025		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
2-F2 391505888-0026		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
2-F3 391505888-0027		Red Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Sue Ferrario (60)

Jeff Siria, Laboratory Manager
 or other approved signatory

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Initial report from 07/07/2015 13:53:46

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Collected:

Project: **The Dock**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
2-F4 391505888-0028		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-M1-Cove Base 391505888-0029		Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-M1-Mastic 391505888-0029A		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F1 391505888-0030		Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F2 391505888-0031		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F3 391505888-0032		Gray Non-Fibrous Homogeneous		96% Non-fibrous (other)	4% Chrysotile
3-F4-Mastic 391505888-0033		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F4-Flooring Compound 391505888-0033A		Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

Donald Schmidt (1)

Sue Ferrario (60)

Jeff Siria, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from 07/07/2015 13:53:46

**EMSL Analytical, Inc.**

3029 S. Jefferson, Saint Louis, MO 63118

Phone/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com>saintlouislab@emsl.com

EMSL Order: 391505888

CustomerID: SEN80

CustomerPO: 312610

ProjectID:

Attn: **Jordan Cornilsen**
Seneca Companies
4140 East 14th Street
Des Moines, IA 50313

Phone: (563) 332-8000
Fax: (515) 262-2469
Received: 07/07/15 9:10 AM
Analysis Date: 7/7/2015
Collected:

Project: **The Dock**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3-F5 391505888-0034		Various Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
3-F6 391505888-0035		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F7 391505888-0036		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-F8 391505888-0037		Black Non-Fibrous Homogeneous		91% Non-fibrous (other)	9% Chrysotile
3-S1 391505888-0038		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-S2 391505888-0039		Various Non-Fibrous Heterogeneous	16% Cellulose	84% Non-fibrous (other)	None Detected
3-CT1 391505888-0040		White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
3-CT2 391505888-0041		Various Fibrous Homogeneous	94% Min. Wool	6% Non-fibrous (other)	None Detected

Analyst(s)

Donald Schmidt (1)

Sue Ferrario (60)

Jeff Siria, Laboratory Manager
or other approved signatory

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
3-CT3 391505888-0042		Various Fibrous Heterogeneous	78% Min. Wool	22% Non-fibrous (other)	None Detected
3-CT4 391505888-0043		Various Fibrous Heterogeneous	29% Cellulose 38% Min. Wool	29% Perlite 4% Non-fibrous (other)	None Detected
EX-1-Putty 391505888-0044		Various Non-Fibrous Homogeneous		84% Non-fibrous (other)	16% Chrysotile
EX-1-Putty 391505888-0044A		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
EX-2 391505888-0045		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
EX-3 391505888-0045		Gray Non-Fibrous Homogeneous	17% Fibrous (other)	83% Non-fibrous (other)	None Detected
EX-4-Felt 391505888-0047		Brown Fibrous Homogeneous	5% Cellulose	37% Non-fibrous (other)	58% Chrysotile
EX-4-Tar 391505888-0047A		Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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 or other approved signatory

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 Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from 07/07/2015 13:53:46

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Fax: (515) 262-2469
Received: 07/07/15 9:10 AM
Analysis Date: 7/7/2015
Collected:

Project: **The Dock**

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
EX-5 391505888-0048		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
EX-6 391505888-0049		Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
EX-7 391505888-0050		Various Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
EX-8 391505888-0051		Various Non-Fibrous Homogeneous		81% Non-fibrous (other)	19% Chrysotile
EX-9 391505888-0052		Black Non-Fibrous Homogeneous	45% Cellulose	55% Non-fibrous (other)	None Detected

Analyst(s)

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Sue Ferraro (60)

Jeff Siria, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from 07/07/2015 13:53:46



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

391505888

EMSL ANALYTICAL, INC.
3029 S. JEFFERSON
ST. LOUIS, MO 63118
PHONE (314) 577-0150
FAX: (314) 776-3313

Company: Seneca Companies Inc.		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments**	
Street 7241 Garnes Street Court		Third Party Billing requires written authorization from third party	
City: Davenport	State/Province: IA	Zip/Postal Code 52806	Country: United States
Report To (Name): Jordan Cornelsen		Telephone #: 563-332-8000	
Email Address: jcornelsen@senecaco.com		Fax #: 563-322-9485	Purchase Order: 312610
Project Name/Number: The Dock		Please Provide Results ☐ Fax ☒ Email	
U.S. State Samples Taken: Iowa		CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt	
Turnaround Time (TAT) Options* - Please Check			
☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week			
*For TEM Air 3 hr through 8 hr, please call ahead to schedule. There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.			
PCM - Air ☐ Check if samples are from NY ☐ NIOSH 7400 ☐ w/ OSHA 8hr TWA PLM - Bulk (reporting limit) ☒ PLM EPA 600/R-93/116 (<1%) ☐ PLM EPA NOB (<1%) Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%) Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%) ☐ NYS 198.1 (friable in NY) ☐ NYS 198.6 NOB (non-friable-NY) ☐ NIOSH 9002 (<1%)		TEM - Air ☐ 4-8 hr TAT (AHERA only) ☐ AHERA 40 CFR, Part 763 ☐ NIOSH 7402 ☐ EPA Level II ☐ ISO 10312 TEM - Bulk ☐ TEM EPA NOB ☐ NYS NOB 198.4 (non-friable-NY) ☐ Chatfield SOP ☐ TEM Mass Analysis-EPA 600 sec. 2.5 TEM - Water EPA 100.2 Fibers >10µm ☐ Waste ☐ Drinking All Fiber Sizes ☐ Waste ☐ Drinking	
TEM - Dust ☐ Microvac - ASTM D 5755 ☐ Wipe - ASTM D6480 ☐ Carpet Sonication (EPA 600/J-83/167) Solid/Rock/Vermiculite ☐ PLM CARB 435 - A (0.25% sensitivity) ☐ PLM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - B (0.1% sensitivity) ☐ TEM CARB 435 - C (0.01% sensitivity) ☐ TEM Qual via Filtration Technique ☐ TEM Qual via Drop-Mount Technique Other:			
☐ Check For Positive Stop - Clearly Identify Homogeneous Group		Filter Pore Size (Air Samples) ☐ 0.8µm ☐ 0.45µm	
Samplers Name: Jordan Cornelsen		Samplers Signature: <i>Jordan Cornelsen</i>	
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1-T1	WHITE TEXTURE		7-6-2015
1-T2	CREAM PAINT		
1-T3	STONE TEXTURE		
1-T4	RED PAINT		
1-T5	STONE TEXTURE		
1-CT1	WHITE CEILING TILE		
1-CT2	CREAM CEILING TILE		
1-CT3	BROWN CEILING TILE		
Client Sample # (s): 1-T1 - Ex-9		Total # of Samples: 52	
Relinquished (Client): <i>Jordan Cornelsen</i>		Date: 7-6-15	Time: 5:00
Received (Lab): <i>Emily Burt</i>		Date: 7-7-15	Time: 9:10 AM
Comments/Special Instructions			



EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS - TRAPPERS

Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

391505888

EMSL ANALYTICAL, INC.
3029 S JEFFERSON
ST. LOUIS, MO 63118
PHONE: (314) 577-0150
FAX: (314) 776-3313

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1-F1	STONE FLOOR TILE		
1-I1	RED INSULATION		
1-I2	YELLOW MASTIC		
1-I3	WHITE WRAP		
1-P1	BLUE PAINT		
1-PW1	BLACK PIPE WRAP		
1-PW2	CREAM PIPE WRAP		
1-PW3	WHITE PIPE WRAP		
1-PW4	SILVER PIPE WRAP		
1-S1	CREAM TEXTURE		
1-S2	WHITE SHEETROCK		
1-S3	CREAM TEXTURE		
1-S4	WHITE SHEETROCK		
1-WB1	STONE BACKING		
1-WB2	YELLOW MASTIC		
1-M1	YELLOW MASTIC		
2-F1	CREAM FLOOR TILE		
2-F2	BLACK MASTIC		
2-F3	RED FLOOR TILE		
2-F4	GRAY MASTIC		
3-M1	CREAM COVE MASTIC		
3-F1	TAN FLOOR TILE		
3-F2	BLACK MASTIC		
3-F3	SPOTTED FLOOR TILE		
*Comments/Special Instructions			

Page 2 of 3 pages



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only)

391505888

EMSL ANALYTICAL, INC
3029 S JEFFERSON
ST LOUIS, MO 63118
PHONE: (314) 577-0150
FAX: (314) 776-3313

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
3-F4	BLACK MASTIC		
3-F5	GREEN FLOOR TILE		
3-F6	BLACK MASTIC		
3-F7	STONE FLOOR TILE		
3-F8	BLACK MASTIC		
3-S1	TAN PAINT		
3-S2	WHITE SHEETROCK		
3-CT1	WHITE TESTURE		
3-CT2	YELLOW TILE		
3-CT3	WHITE CEILING TILE		
3-CT4	WHITE CEILING TILE		
EX-1	BLACK PUTTY		
EX-2	SILVER PIPE WRAP		
EX-3	GRAY PAPER		
EX-4	BLACK TAR		
EX-5	SILVER CAULK		
EX-6	CREAM CAULK		
EX-7	BLACK CAULK		
EX-8	DAR GRAY PUTTY		
EX-9	BLACK TAR PAPER		
*Comments/Special Instructions:			

Page 3 of 3 pages

Notice of Hearing on Proposed Plans, Specifications, and proposed Contract for The Dock Restaurant Demolition

Notice is hereby given that at 5:30 p.m. on Wednesday, July 22, 2015 at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the proposed plans, specifications and form of contract which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity covering The Dock Restaurant Demolition in the City of Davenport, Iowa.

At said hearing any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto.

City Clerk
Davenport, Iowa
07/22/15

Publish once 07/18/15
QUAD CITY TIMES

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 1st

Action / Date
6/17/2015

Subject:

Third Consideration: Ordinance for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st Ward]

Recommendation:

Plan and Zoning Commission Findings:

1. The proposed rezoning would achieve consistency with the subject property's Davenport 2025 Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Plan and Zoning Commission Recommendation:

The Commission accepted the findings and forwards Case No. REZ15-09 to the City Council with a recommendation for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue.

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

THE PROTEST RATE IS 0.0%.

Relationship to Goals:

Neighborhood Improvement.

Background:

The petitioner is requesting to rezone the 17.01 acre property in order to subdivide the property into four (4) large lots. For further information please refer to the background materials.

ATTACHMENTS:

Type	Description
□ Ordinance	REZ15-09 Ordinance

- ▢ Backup Material
- ▢ Backup Material
- ▢ Backup Material

Plan and Zoning Commission Letter
Plan and Zoning Commission Vote Results
Plan and Zoning Commission Final Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/15/2015 - 11:19 AM

ORDINANCE NO.

ORDINANCE for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st 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 Northwest Quarter of Section 30, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Commencing in the West Quarter Corner of Section 30; thence east along the south line of the Northwest Quarter of said Section 30 a distance of 33.00 feet to the east line of North Utah Avenue as it currently exists, said point also being the point of beginning; thence north along said east line of North Utah Avenue 1,187.32 feet; thence North 88 degrees, 24 Minutes, 10 Seconds East 627.64 feet; thence South 01 Degrees, 12 Minutes, 47 Seconds East 1,186.73 feet, which is the south line of the Northwest Quarter of said Section 30; thence west along said south line of the Northwest Quarter of Section 30 627.76 feet to the point of beginning.

Said tract contains 17.01 acres, more or less.

At its regular meeting on June 2, 2015 the City Plan and Zoning Commission forwarded the case to the City Council for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah 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

Published in the *Quad City Times* on _____

June 3, 2015

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

At its regular meeting of June 2, 2015, the City Plan and Zoning Commission considered Case No. REZ15-08 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

Plan and Zoning Commission findings:

1. The proposed rezoning would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Plan and Zoning Commission recommendation:

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-04 to the City Council with a recommendation for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

		TABLED	APPROVED	APPROVED					
Name:	Roll Call	REZ15-08 Dolans 53rd St LLC	REZ15-09 Fennelly A-1 to R-1	F15-11 Fennelly's North Utah Addition					
Connell	EX								
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	Y	Y					
Inghram	EX								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P								
Martinez	P	Y	Y	Y					
Tallman	P	N	Y	Y					
		7-YES 1-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN					



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

PLAN AND ZONING COMMISSION

Meeting Date: June 2, 2015
Request: Rezoning from "A-1" Agricultural District to "R-1" Low Density Dwelling District
Location: 1335 North Utah Avenue
Case No.: REZ15-09
Applicant: Mike Fennelly

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listing finding and forward Case No. REZ15-09 to the City Council with a recommendation for approval subject to the conditions listed in this report.

Introduction:

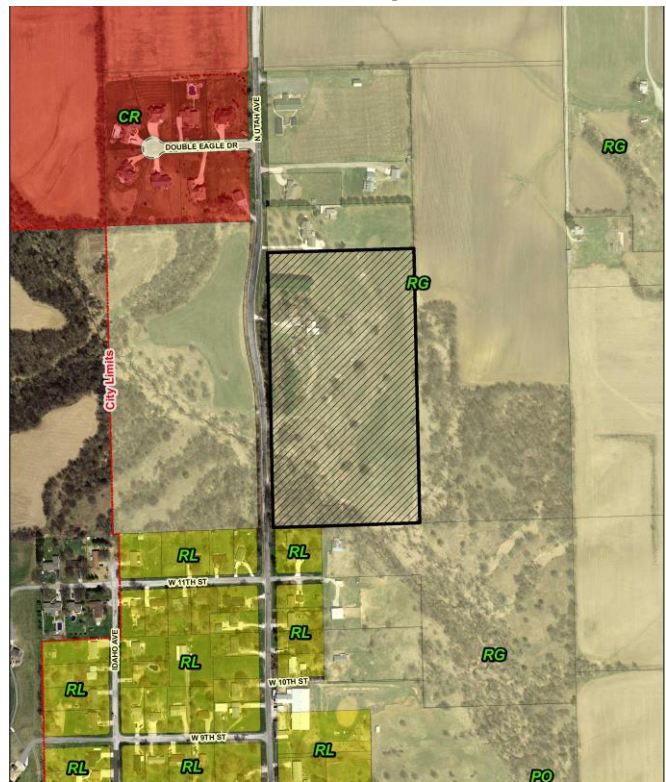
The petitioner is requesting the rezoning of 17.01 acres of property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



Background:**Comprehensive Plan:**

Within Existing Urban Service Area: No

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: Residential General. Designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc.

Relevant Goals to be considered in this Case: Neighborhood Improvements

The proposed use would comply with the Davenport 2025 proposed land use section.

Zoning:

The subject property and properties to north, east and west (across North Utah Avenue) are zoned "A-1" Agricultural District. The property to the south is zoned "R-1" Low Density Dwelling District.

Technical Review:**Streets**

The property is located on the east side of North Utah Avenue, which is a 66 foot right of way. *Davenport 2025* indicates that North Utah Avenue is a proposed major right of way acquisition. Staff questions the need for major right of way acquisition along North Utah Avenue considering the area's growth rate over the past several years. At a minimum, the right-of-way adjacent to the subject should eventually contain 80 feet to match the right of way width of the adjacent right of way to the south.

Storm Water

The subject property drains toward the south. The Natural Resources Division has indicated that since the development is over five acres, detention of the 100 year storm event and infiltration of the 1.25" rain event on site would be required.

Sanitary Sewer.

There is no sanitary sewer within the North Utah Avenue right of way. Public works has indicated that the southern portion of the drainage way in proposed Lot 4 is a planned route for sanitary sewer to serve the area.

Other Utilities.

Iowa American Water has a 12 inch water main within the North Utah Avenue right-of-way.

Emergency Services.

The subject property is located approximately 3.12 miles from the nearest fire station (Fire Station No. 5).

Parks/Open Space.

The proposed plat does not impact any existing parks or public open spaces.

Public Input:

Notices were sent to property owners to property owners within 200 feet of the subject property notifying of them of the May 19, 2015 Plan and Zoning Commission Public Hearing. The petitioner held a neighborhood meeting on May 12, 2015. Approximately 12 people attended the meeting and had general questions about how the property would be developed. There were no objections at the May 19, 2015 Plan and Zoning Commission public hearing.

Discussion:

The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites. There is a concurrent application to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District.

Title 16, entitled "Subdivisions" requires the submission of a preliminary plat for proposed developments over three lots. It is staff's opinion that the concept plan provided with the rezoning application suffices for the preliminary plat considering this is a small, large lot subdivision and that conditions associated with this rezoning could be incorporated into the approval of the Final Plat.

Public works has indicated that the southern portion of the drainage way in proposed Lot 4 is a planned route for sanitary sewer to serve the area.

Notably, *Davenport 2025* indicates that North Utah Avenue is a proposed major right of way acquisition. Staff questions the need for major right of way acquisition along North Utah Avenue considering the area's growth rate over the past several years. At a minimum, the right-of-way adjacent to the subject should eventually contain 80 feet to match the right of way width of the adjacent right of way to the south.

The Preliminary Plat for Hidden Meadow Addition (2005) depicts two 50 foot right of ways stubbed to its west boundary. If extended, the southern stubbed right-of-way would likely curve north and tie into the central stubbed right of way. It is staff's opinion that that the central stubbed right of way should extend westerly to intersect with North Utah Avenue. Due to the North Utah Avenue topography change, this 50 right of way should be extended adjacent to the north property line of Proposed Lot 2.



Staff Recommendation:

Findings:

1. The proposed rezoning would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Staff recommends the City Plan and Zoning Commission accept the listed finding and forward Case No. REZ15-09 to the City Council for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision;
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue; and
4. That right of way 50 feet in width be dedicated to the City of Davenport along the north boundary of proposed Lot 2 to facilitate a connection with future residential to the east.

Prepared by:

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

Ryan Rusnak, AICP
Planner III

Attachments:

Public Hearing Notice, Map and Noticed Property Owners
Neighborhood Meeting Notice
Application

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – May 19, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. REZ15-09: Petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday May 19, 2015** 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 June 2, 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)** Petition of Mike Fennelly (REZ15-09)

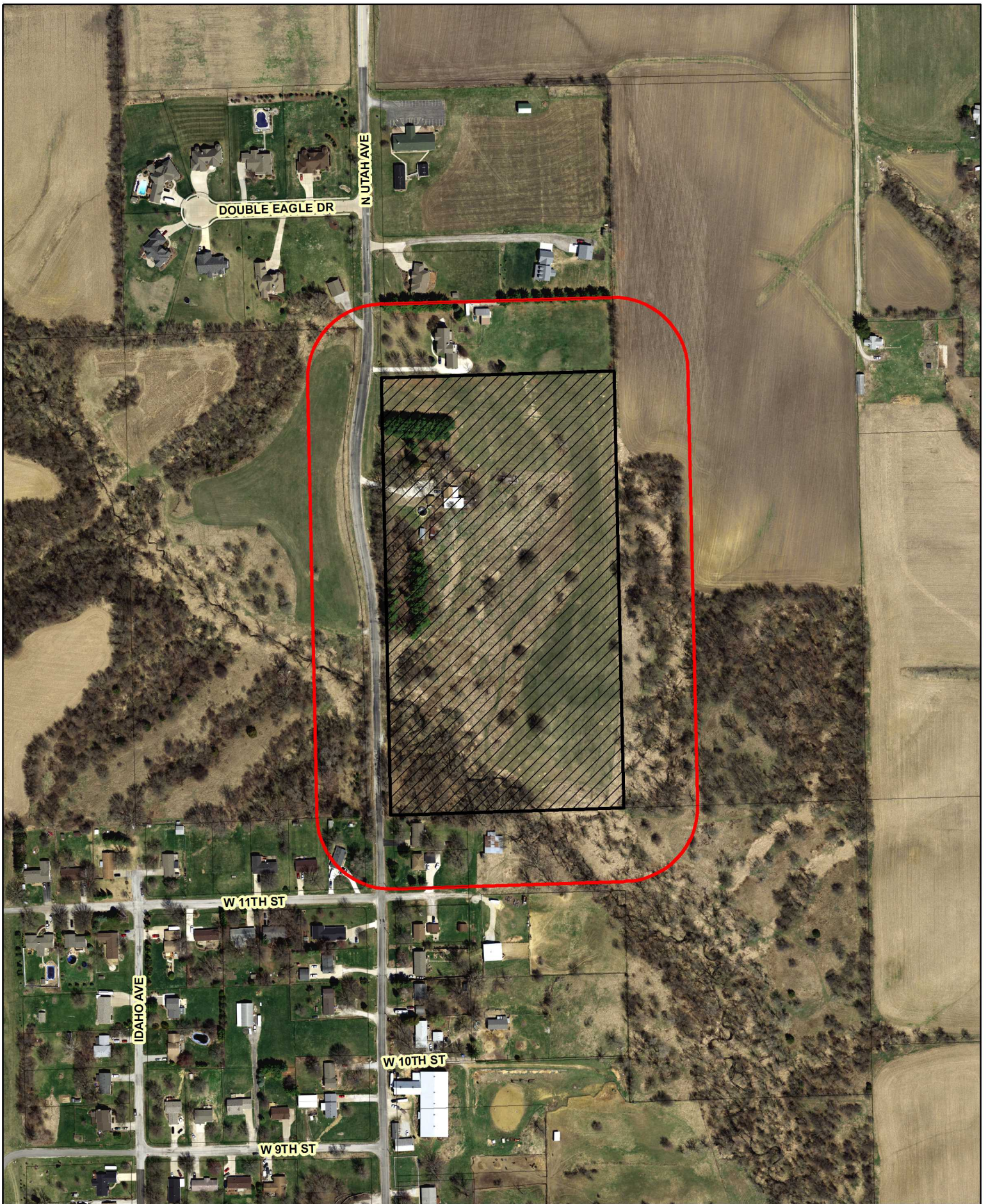
Comments: _____

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

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



Subject Property



200 Foot Notification Radius



INVITATION FOR NEIGHBORHOOD MEETING

You are cordially invited to attend a neighborhood meeting. We will view plans prepared by McClure Engineering for the rezoning of 17 acres of land located south of Locust Street at 1335 W. Utah Ave. The rezoning is from Ag to R1 to allow for single-family homes. The proposal is for the land to be sub-divided into four lots.

Date: Tuesday, May 12, 2015

Time: 6:00 pm

Location: 1335 N. Utah, Davenport, IA 52804

If you have any questions or concerns or cannot attend this meeting, please contact realtor, Mr. Pat Fennelly at pat@patrickfennelly.com, 563-529-9916 or Mike Fennelly at 563-528-5542.

We look forward to meeting with you.

REZONING REQUEST NO. _____
OFFICE OF PLANNING AND LAND USE
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT
CITY OF DAVENPORT

City Hall * Second floor
Phone: (563) 326-7765
Fax: (563) 328-6714

Legal Description:

ADDRESS OF PROPERTY: 1335 N. Utah Ave. EXISTING ZONING: Ag
REQUESTED ZONING: R-1
TOTAL AREA: 17.01 Acres

PETITIONER: Name: Mike Fennelly
Address: 1103 Garfield Ct Davenport Iowa 52804
Phone: 563-528-5542 FAX: _____
Mobile Phone: 563-528-5542 Email: Murfenn@901.com
Interest in land: owner title holder Mike & Ann Fennelly other **
** if petitioner is other than title holder, documentation will be required to show control of property - accepted offer to purchase, offer, option, etc.

TITLE HOLDER: Name: Mike Fennelly
Address: 1103 Garfield Ct Dav Ia 52804
Phone: 563-528-5542 FAX: _____
Mobile Phone: 563-528-5542 Email: murfenn@901.com

CONTACT PERSON: Name: Mike Fennelly
Address: 1103 Garfield Ct Dav Ia 52804
Phone: 563-528-5542 FAX: _____
Mobile Phone: 563-528-5542 Email: Murfenn@901.com

EXPLANATION OF REZONING (for Public Hearing Notice) (4) Residential Lots
(Approx.) 6.5, 3.75, 3.75 + 3 acres.

Does the property contain a drainageway or floodplain area: ☒ Yes ☐ No

Signature of Petitioner: Mike Fennelly Date: 4-27-15

Rezoning Fee Schedule:

Land Area	Fee
Less than 1 acre (< 1 acre)	\$400
One acre to less than ten acres ($\geq$ acre < 10 acres)	\$750 plus \$25/acre *
Ten acres or more ($\geq$ 10 acres)	\$1,000 plus \$25/acre*

* plus \$5.00 per sign; 1 to 3 signs required depending upon the size of the subject property

3 - signs
\$1440.00

Honorable Mayor and City Council
City Hall
Davenport, Iowa 52801-1308

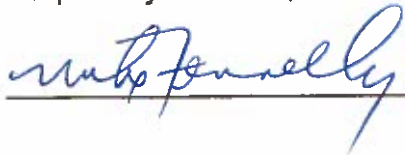
Honorable Mayor and City Council:

The undersigned, hereby petitions your honorable body to amend the Zoning Ordinance of 1981
of the City of Davenport, Iowa by changing the zoning classification

from Ag
to R-1

for the following legally described real property: 17.01 Acres 1335 N. Utah Ave.
Attached legal, (Parcel ID: S3017-09)

Respectfully submitted,



Date: 4-27-15

Scott County Parcel Records


[Search Page](#)

[Print](#)

[Comparables Search](#)

[Feedback](#)

[Help](#)
[\[Assessment Report | Auditor/Treasurer Report | Map \]](#)

Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: S3017-09

Property Location: 1335 N UTAH AV
DAVENPORT, IA

Legal Description:

Sec:30 Twp:78 Rng:03PT W/2 NW 30-78-3COM 1460.20'SNW COR NW-E 660.97'-S 1188.12'-W 660.76' N 1188.12' TO PT OF BEG

AddNum / Sect: 30

Block / Twp: 78

Lot / Rng: 03

Gross Acres: 17.01

CSR Points: 816

Exempt Acres: 4.5

Net Acres: 12.51

Deed Holder:

TRACY PATRICIA LYNN
MULLINIX MICHAEL J
PITTMAN ALAN R
MULLINIX DANIEL P
12499 81ST CT
SEMINOLE FL 33772

Contract Holder:

Mail To:

Class: A Agriculture; AD Ag Dwelling

SubClass:

Transfer Document No.: 2015 -6935

Revenue Stamp: \$0.00

Deed Date: 6/24/2010

Deed Book:

Deed Page:

Contract Date:

Contract Book:

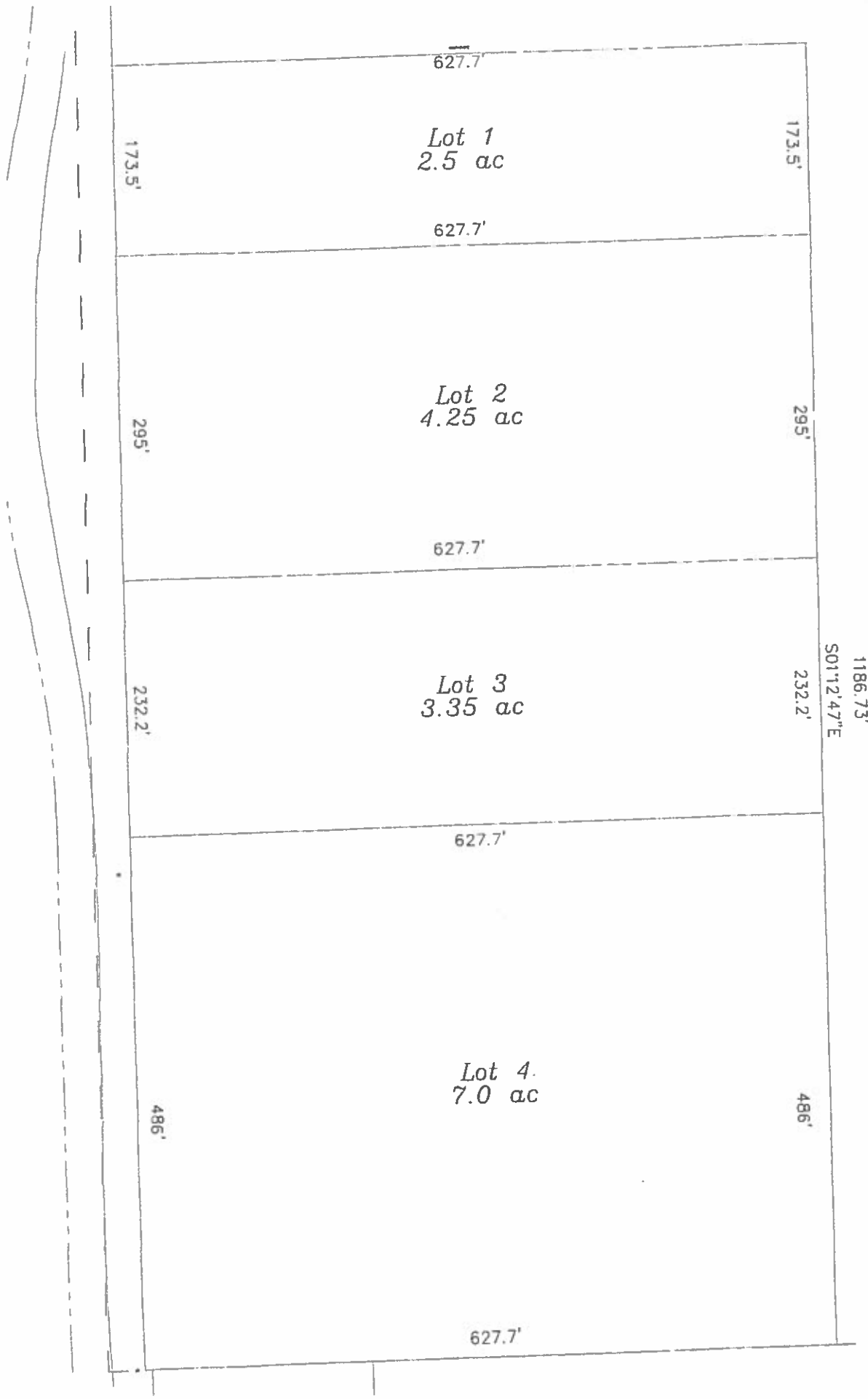
Contract Page:

Taxing District: DAD - DAVENPORT DAVENPORT

School District: DAVENPORT SCHOOL

Misc. District:

	2015 VALUATION		2014 VALUATION		2013 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$20,670	-	\$22,605	\$10,105	\$22,605	\$9,811
Buildings	\$1,960	-	\$1,700	\$760	\$1,700	\$738
Dwellings	\$46,350	-	\$0	\$0	\$0	\$0
Exempt	\$4,210	-	\$3,195	-	\$3,195	-
Gross Taxable	\$73,190	-	\$27,500	\$10,865	\$27,500	\$10,549
Military	0	-	0	0	0	0
Net Taxable	\$68,980	-	\$24,305	\$10,865	\$24,305	\$10,549
Gross Taxes		-		-		\$277.92



Lot 1
2.5 ac

Lot 2
4.25 ac

Lot 3
3.35 ac

Lot 4
7.0 ac

627.7'

627.7'

627.7'

627.7'

627.7'

173.5'

295'

232.2'

486'

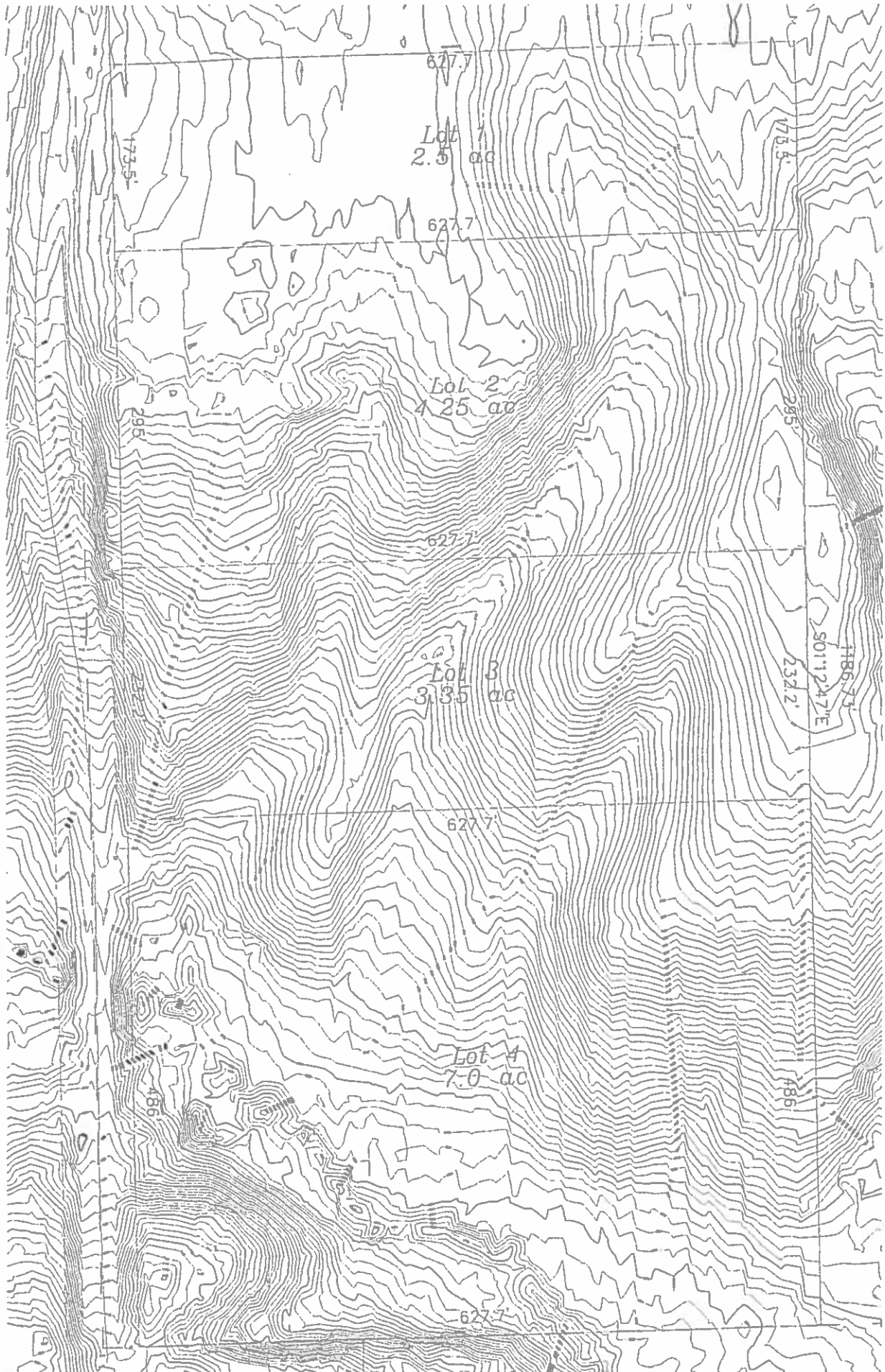
173.5'

295'

232.2'

486'

1186.73'
S01°12'47"E



627.7
Lot 1
2.5 ac

627.7

Lot 2
4.25 ac

627.7

Lot 3
3.35 ac

627.7

Lot 4
7.0 ac

627.7

173.5

295

486

173.5

295

232.2

486

1186.73
S011247E

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Bruce Berger, 563-326-7769
Wards: 3&4

Action / Date
7/15/2015

Subject:
Resolution authorizing the Mayor to execute documents necessary to convey the following properties:

Ward 3

Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

Ward 4

Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E. and Lisa Marie Rush

Recommendation:
Approve the resolution

Relationship to Goals:
Revitalized neighborhoods and corridors

Background:

As part of the Urban Homestead Program funded with a variety of Federal housing grants, the City has rehabilitated these two formerly vacant, foreclosed, and abandoned homes with the intention of selling them to income eligible households in Davenport. This program, which has been approved by City Council as part of the City's CDBG Five Year Comprehensive and One Year Annual Plans, enables vacant and dilapidated homes to be returned to the tax rolls and improves the look and feel of neighborhoods while providing eligible working families with affordable homeownership opportunities.

The respective petitioners have applied for and been approved as eligible to acquire these properties from the City. City staff solicited appraisals for the properties and each is being sold for \$88,000.

Approval of this resolution will authorize the Mayor and staff to execute closing documents and convey the properties to the respective petitioners.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution to Convey Urban Homestead Properties

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/15/2015 - 11:19 AM

Resolution No. _____

Resolution offered by Alderman _____

RESOLUTION authorizing the Mayor to execute documents necessary to convey the following properties:

Ward 3

Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

Ward 4

Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E. and Lisa Marie Rush

RESOLVED by the City Council of the City of Davenport.

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

PARCEL F0035-39, Lot 6, Block 142, LeClaire's 12th Addition to the City of Davenport, Scott County, Iowa.

PARCEL G0012-10, East 22 feet of Lot 14 and the West 17 feet of Lot 15, all in Block 2 in the Plat of Summit Park, in the Northeast Quarter of Section 26, Township 78 North, Range 3 East of the 5th P.M. in the City of Davenport, Iowa

WHEREAS, the City of Davenport desires to quit claim deed them to petitioners, who will maintain the properties; and

WHEREAS, the petitioners desire to own the properties; and

WHEREAS, a public hearing as required by Iowa law was held on July 15, 2015.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute all documents necessary to convey the above real estate to the respective petitioners.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: CPED
Contact Info: Bruce Berger
Wards: 3

Action / Date
7/15/2015

Subject:
Resolution setting a public hearing on the proposed conveyance of property located at 501 Brady for the 501 Brady project (Newbury Living, petitioner).

Recommendation:
Approve the resolution.

Relationship to Goals:
Neighborhood improvements.

Background:
Earlier this year, the City Council approved the conveyance of the entire half block at the NE corner of 5th and Brady for the 501 Brady project. However, the actual transfer of the property has not yet occurred.

The proposed project consists of 24 new housing units as well as an interpretive center for Martin Luther King, Jr. As the project analysis progressed, it was determined that for financing purposes, it is appropriate for the developer to only acquire roughly 2/3 of the previously approved conveyance.

In order to comply with State code, it is necessary to conduct a public hearing on the proposed conveyance of this slightly smaller portion of the block. Approval would set the hearing for August 5 at the Committee-of-the-Whole meeting which will begin at 5:30 p.m.

ATTACHMENTS:

Type	Description
□ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/15/2015 - 11:19 AM

RESOLUTION NO. _____

RESOLUTION setting a public hearing regarding the proposed sale of:

Part of Parcel G0056-09 (NE corner of Brady and 5th Streets) and G0056-11 (no assigned street address), to Petitioner Newbury Living.

RESOLVED by the City Council of the City of Davenport.

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

Parcel 1: A 13,541 sq. foot tract located in Lot 1 and the Westerly part of Lot 2, Block 53, in LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa, more particularly described as commencing at the Southwest corner of said Lot 1; thence N02°27'20" W, 148.73 feet with the West line of said Lot 1 to the South line of the alley; thence N87°56'29"E, 91.68 feet with the North line of said Lots 1 and 2; thence S01°54'23"E, 148.97 feet to the North Right-of-Way line of East 5th Street; thence S88°05'37"W, 90.26 feet with the said North Right-of-Way line of East 5th Street to Point of Beginning, containing 13,541 sq. feet.

Parcel 2: A 34,124 sq. foot tract located in part of Lot 2, Lots 3, 4, and 5, Block 53, in LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa, more particularly described as commencing at the Southeast corner of said Lot 5; thence S88°05'37"W, 229.18 feet with the North Right-of-Way line of East 5th Street; thence N01°54'23"W, 148.97 feet to the South Right-of-Way line of the alley; thence N87°56'29"E, 228.02 feet with the North lines of said Lots 2, 3, 4, and 5 to the West Right-of-Way line of North Perry Street; thence S02°21'09"E, 149.58 feet with the East line of said Lot 5 to the Point of Beginning, containing 34,124 sq. feet.

WHEREAS, the City of Davenport wishes to convey the properties to the Petitioner (Newbury Living) and new investment and neighborhood revitalization are City Council goals; and

WHEREAS, this project involves investment in an underutilized sites in the Davenport, and will create 24 new units of rental housing (13 units for households at or below moderate-income and 11 units at market rate rents);

WHEREAS, conveyance will generate additional tax revenue and alleviate City maintenance costs on underused properties; and

WHEREAS, transfer of the properties will be contingent upon completion and acceptance of HUD required environmental review and financial requirements; and

WHEREAS, a public hearing on the matter is required by law.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed transfer of this real estate on Wednesday, the 5th day of August, 2015, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

William E. Gluba
Mayor

City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Matt Flynn, 326-7743

Wards: 5th

Action / Date

7/15/2015

Subject:

Motion approving the petition of David Howard for a roof mounted digital sign located at 1902 Brady Street. Case No. DRB15-23. (Approval of the motion overturns the decision of the Design Review Board to deny the petition.)

Recommendation:

Staff recommends the Council approve the motion which will approve the petition with the five listed conditions found in the Background section.

Relationship to Goals:

Strengthen Neighborhoods and Community Connections

Background:

Advanced Auto Glass has moved into the commercial building located at 1902 Brady Street.

The owner installed a 4 foot by 6 foot digital message board, without a permit, on the roof of the building, directed towards the intersection of Brady and Locust Streets.

The intent of Title 17.07 of the Municipal Code is to ensure pedestrian-oriented development in the Hilltop Campus Village Overlay District.

At its May 18, 2015 meeting, the Design Review Board voted unanimously to deny the application.

At the June 17, 2015 Committee of the Whole, this matter was referred back to staff in an effort to resolve the situation.

CPED and Legal staff met with the owner and mutually determined that the following conditions would resolve the situation amicably and with minimal distraction to motorists:

1. Owner shall obtain a sign permit for the sign.
2. In order to integrate the sign into the structure, owner shall construct framing around the sign in a finish to match the existing roof. Design of the framing shall be approved by the Community Planning and Economic Development staff prior to construction.
3. The sign shall not utilize white, yellow, or other bright colors as a background.
4. The sign's illumination intensity shall be reduced at night to avoid conflict with motorists vision at the intersection.
5. The sign shall not flash, employ animation, or otherwise be operated in such a manner that it causes motorist distraction.

See attachments for additional information.

ATTACHMENTS:

Type	Description
Cover Memo	Attachments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/15/2015 - 11:19 AM



DESIGN REVIEW BOARD - DOWNTOWN

Meeting Date: April 27, 2015

Request: Certificate of Design Approval for a roof mounted sign.

Location: 1902 Brady Street

Case: DR15-23

Applicant: David Howard

Relevant Guidelines: “HCOD” Hilltop Campus Village Overlay District.

Attachment:
Application

Introduction:

Staff is in receipt of a Certificate of Design Approval to install a four foot by six foot roof mounted sign. The sign was installed without a permit or Design Review Board approval.

Discussion:

When a sign has been installed without a permit or Design Review Board approval, it's staff opinion that the proposal should be considered as if it were not there.

The intent of the “The Hilltop Campus Village Overlay District is created to direct development within the Hilltop Campus Village. The purpose of this chapter is to generally preserve and promote the pedestrian-oriented character of the Hilltop Campus Village by regulating the use, form and design of all property within the Hilltop Campus Village.”

It is staff's opinion that the sign does nothing to preserve or promote pedestrian-oriented character considering that it is mounted on the roof of the building and is oriented toward the Brady Street and Locust Street intersection. In the application for Certificate of Design Approval, the petitioner articulates it is a “4'x6' digital message center to be installed facing one way traffic....” Moreover, the sign is extremely bright during nighttime hours.

A recent site inspection revealed that the sign is being utilized as an illegal billboard. The Davenport City Code defines a Billboard as:

“...an advertising sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered elsewhere than upon the premises where such sign is located or to which it is attached. A billboard is a separate category of sign form and is not a business identification sign.”



Homesinqc.com is listed at the following location: 1987 Spruce Hills Drive Bettendorf, Iowa 52722



Staff called the phone number on the sign and was only able to obtain the voice mail of a cell phone. Staff contends that this business does not have a physical presence at this location.

Staff Recommendation:

Staff recommends denial of DR15-24 because it neither preserves nor promotes the pedestrian-oriented character of the Hilltop Campus Village. Further, it is currently being operated as an illegal billboard. Its location and orientation toward a major transportation corridor fosters this illegal use.

Prepared by:

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

Ryan Rusnak, AICP, Planner III

563-888-2022

rrusnak@ci.davenport.ia.us

**Design Review Board
City of Davenport, Iowa**

MAR 24 2015

223 W 4th St
DAVENPORT IA 52501

Property Address: 1902 N. Brady St. Davenport, IA 52803

Petitioner* (If not owner)

David Howard

1225 E. River Dr. Davenport
IA

319-210-8545

howard@lucy81@yahoo.com

☐ Residential Infill Design Overlay District

- Any new dwelling or an addition to a dwelling which is visible from a street and exceeds twenty-five percent of the square footage of the original structure and is located within the R-1, R-2, R-3, R-4, R-5, R-5M and R-6M zoning districts (generally south of Duck Creek).

Work Plan

Please describe the work being performed. Please note that only work described in the application may be approved by the Board.

4'x6' Digital Message Center to be installed facing
One way traffic coming up Locust St. Sign is programmable
to change as slow or fast as requested. Brightness is
adjustable in software and has eye for automatic
dimming in evening. Sign meets all other sign ordinances carried
by the city.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Gary Statz; (563) 326-7754
Wards: 5

Action / Date
7/15/2015

Subject:

First Consideration: Ordinance amending Schedule VIII of Chapter 10.96 entitled "30-Minute Parking" by adding Bridge Avenue along the frontage of 1112 Bridge Avenue. *[Ward 5]*

Recommendation:

Approve the ordinance.

Relationship to Goals:

Revitalized Neighborhoods & Corridors.

Background:

Family Resources is located at 1112 Bridge Avenue. They have had a difficult time providing parking for parents to pick up their children because the on-street parking in front of their building is often occupied. They are asking for parking with a 30 minute time limit in order to create turnover. The distance of their frontage is 145 feet.

ATTACHMENTS:

Type	Description
▣ Ordinance	PS_ORD_Bridge Ave 30 Min Parking_pg 2
▣ Backup Material	Bridge Ave map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/15/2015 - 11:21 AM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VIII 30-MINUTE PARKING THERETO BY ADDING BRIDGE AVENUE ALONG THE FRONTAGE OF 1112 BRIDGE AVENUE.

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

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

Bridge Avenue along the frontage of 1112 Bridge Avenue.

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

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

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

First Consideration _____

Second Consideration _____

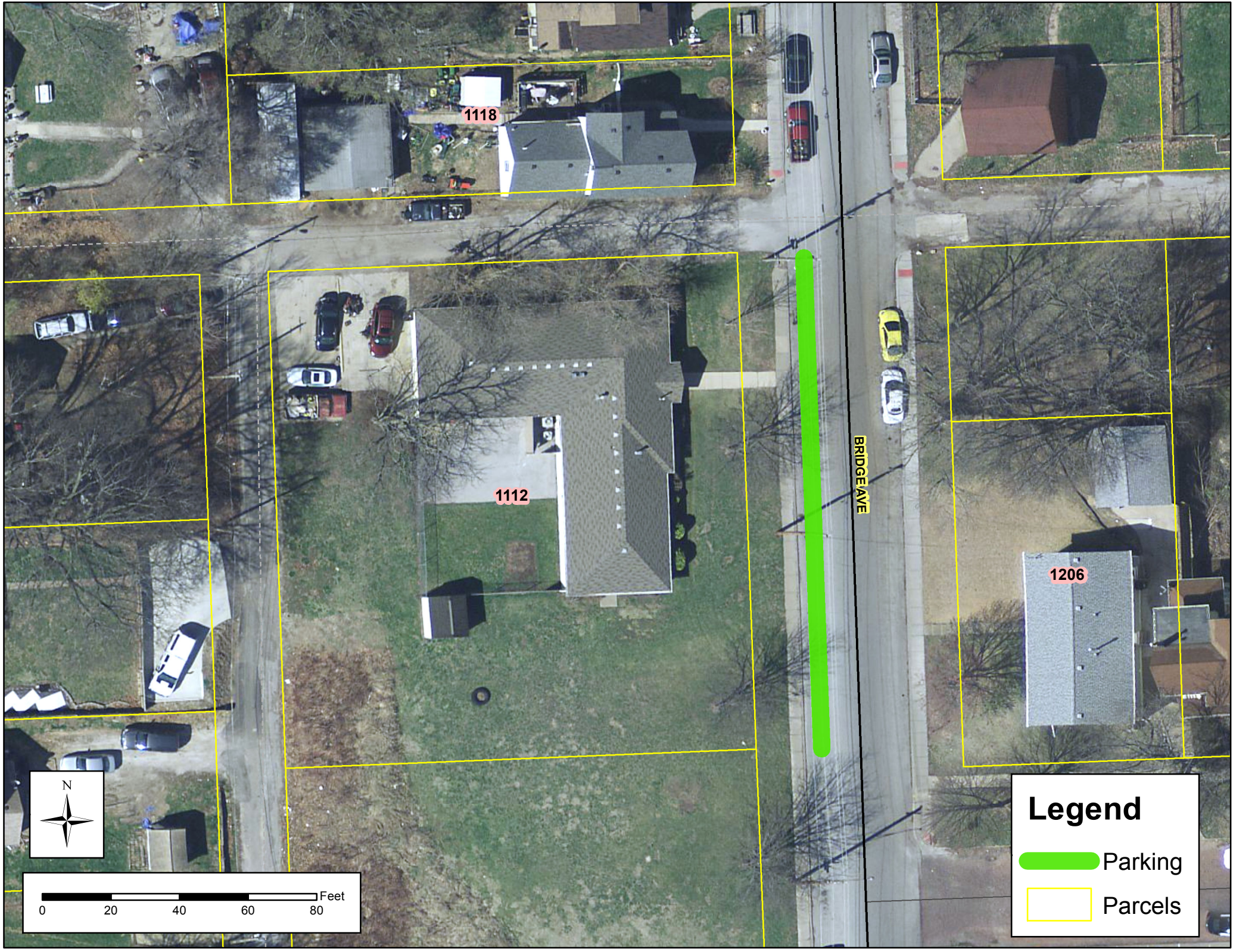
Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____

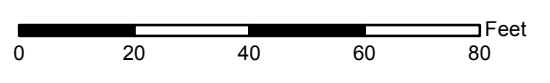


1118

1112

1206

BRIDGE AVE



Legend

Parking

Parcels

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: Various

Action / Date
7/15/2015

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

Recommendation:
Approve the resolution.

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
▢ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/15/2015 - 11:21 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: Davenport Public Library

Event: Bix Porch Party

Date: July 30th

Time: 9 am to 2 pm

Closure Location: Main Street from 4th Street south to the alley

Ward: 3

Entity: Kirk Brown

Event: Backpack Giveaway

Date: August 2nd

Time: 1:00 PM – 6:00 PM

Closure Location: Parking on north side of 3rd Street between Gaines and Western

Ward: 3

Entity: Third Missionary Church

Event: Gospel Explosion Weekend Hoopfest

Date: August 14-16

Time: Beginning Friday at 1:00 PM to Sunday at 5:00 PM

Closure Location: East 14th Street between Harrison and Main

Ward: 3

Entity: Roadrunner's Roadhouse

Event: Classic Car Show & Band

Dates: August 22nd

Time: 10 AM to 10 PM

Closure Location: Gayman Street between Rockingham Road and Johnson Avenue

Ward: 1

Entity: PUNCH
Event: Neighborhood Block Party
Dates: August 22, 2015
Time: 8:30 AM to 3:00 PM
Closure Location: 14th Street between Brady & Perry Streets
Ward: 3

Entity: Village of East Davenport Assn
Event: Farm Days in the Village
Dates: August 29-30
Time: 10:00 AM to 5:00 PM
Closure Location: 11th Street from Mound to Jersey Ridge Rd; Christy from 11th to the alley
Ward: 5

Entity: Quad Cities Chamber Downtown Partnership
Event: River Roots Live
Dates: August 28-29
Time: Beginning at 7:00 AM, August 26 until Noon, August 30th
Closure Location: Beiderbecke Drive & LeClaire Park
Ward: 3

Entity: Meme Cat LLC dba Brew in the Village
Event: Food & Music Festival
Dates: September 6, 2015
Times: 7:00 AM until 11:00 PM
Closure Location: 11th Street between Jersey Ridge Rd and Christie
Ward: 5

Entity: Quad Cities Marathon
Event: Marathon and Festival
Date: Sunday, September 27
Time: 7:30 AM starting through 11:00 AM
Closure Location: Gaines Street to Centennial Bridge Off Ramp; 2nd Street to Western to River Drive to bikepath; Government Bridge to 2nd Street to Perry Street to Bikepath
Ward: 3

Approved this 22 day of July, 2015.

Approved:

Attest:



William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie Holecek x613
Wards: Various

Action / Date
7/15/2015

Subject:
Motion approving noise variance requests for various events on the listed dates at the listed times.

The Dam View, 410 E. 2nd St, Bix Party 2015, July 25-26 from 6 AM - 1 AM, Over 50 dBA

The Pour House, 1502 W Locust St, August 15m 2015 Anniversary Party, 3PM - Midnight, Over 50 dBA

Roadrunner's Roadhouse, 3803 Rockingham Rd, Classic Car Show & Band, August 22, 2015 from 10 AM - 10 PM, Over 50 dBA

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/15/2015 - 11:21 AM

City of Davenport

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

Action / Date
7/15/2015

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Midwest Chemical Inc.
[Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Financially Responsible City Government.

Background:
In 2010 the City demolished the building at 502 Brady Street and left the common wall between 502 and 508, exposed to the elements. In 2013 a wall was constructed to protect the common wall from the elements.

The owner of 508 Brady Street, Midwest Chemical Inc., signed an agreement to accept ownership, responsibility and maintenance of the new wall.
Item 4 of the "City's Responsibilities" in the agreement attached states, "City staff will begin the process to have city council approve the sale of the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa."

Midwest Chemical Inc. proposes to acquire the property from the City for \$1.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution to convey
▣ Cover Memo	Midwest Chemical Agreement
▣ Cover Memo	502 Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/15/2015 - 11:22 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Midwest Chemical Inc.

RESOLVED by the City Council of the City of Davenport.

WHEREAS, In 2013 a wall was constructed to protect the common wall from the elements and the owner of 508 Brady Street, Midwest Chemical Inc., signed an agreement to accept ownership and responsibility, including maintenance of the newly constructed wall. Item 4 of the "City's Responsibilities" in the agreement states that, "city staff will begin the process to have city council approve the sale of the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa." The Midwest Chemical Inc. proposes to acquire the property from the City for \$1.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute all documents necessary to convey the above real estate to Midwest Chemical Inc.

Passed and approved this 22nd day of July, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

AGREEMENT

for the

Exterior Wall Construction and Wall Ownership

THIS AGREEMENT, is made and entered into by and between the City of Davenport, Iowa, hereinafter referred to as the CITY, and the Midwest Chemical, Inc., located at 508 Brady Street, Davenport, Iowa, 52801, hereinafter referred to as the COMPANY.

The purpose of this Agreement is to provide for the access to construct an exterior wall and post construction ownership of the wall.

IN CONSIDERATION of the foregoing and the mutual promises contained herein, the parties agree as follows:

COMPANY RESPONSIBILITIES

1. In consideration of the performance by the CITY constructing the wall and other valuable considerations, the COMPANY shall grant the CITY the right to encroach on COMPANY property to attach the exterior wall to the existing wall, according to the designed plans and specifications.
2. Company will take ownership, including the maintenance of the wall when the City approves and accepts final construction.

CITY RESPONSIBILITIES

The CITY will construct the wall according to the plans and specification designed by McClure engineering Associates, Inc., titled "Wall Repairs 508 Brady Street, Davenport, IA, and dated June 2012.

1. It is understood that the improvement was developed in compliance with city codes; that all plans, specifications, estimates, award of contract, acceptance of the work and general procedure are subject to all city codes and regulations applying to it, and subject to applicable state law.
3. The CITY, its employees, agents, or contractors will at all times indemnify, protect and hold the COMPANY harmless from any and all costs, loss damage, liability,

expense, penalty and fines whatsoever that may arise or be claimed against COMPANY by any person for injuries to person or property, or damage of whatever kind or character consequent upon or arising from any neglect or fault during the construction of the wall.

4. CITY staff will begin the process to have city council approval the sale of the North 4 feet of the South 56.5 feet of Lot 5, Block 48, of LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa.

GENERAL PROVISIONS

1. Work covered in the Agreement is subject to all federal laws and regulations relating to equal employment and equal opportunity for all persons without regard to race, color, creed, sex, age, religion, handicap, and national origin relating to, but not limited to, nonsegregated facilities, minority business enterprise providing equal employment and equal opportunities to veterans including, without limitations.
2. The COMPANY shall have one year from the date the council approves and accepts the "Exterior Wall Construction" to renegotiate construction or maintenance damages, including the materials and workmanship of the wall, not apparent at the time this document is signed.
3. Required notices and any other communication between the CITY and COMPANY essential to the completion of this Agreement shall be made in writing to the CITY and the COMPANY contact person.

The CITY contact person is: Sam Giganti, Project Manager, Public Works Center, 1200 East 46th Street, Davenport, Iowa 52807; phone no. 563-327-5125.

The COMPANY contact person is: Willis Dean, Managing Member, Midwest Chemical, Inc., 508 Brady Street, Davenport, IA 52801; phone no. 319-936-5815.

4. Any significant change or alteration to the terms of this Agreement as determined by the CITY or the COMPANY must be made in the form of a written Addendum. Said addendum shall become effective only upon the written approval of the parties.
5. This Agreement may be executed and delivered in two counterparts, each of which so executed and delivered, shall be deemed to be an original, and shall constitute but one and the same instrument.
6. This Agreement shall be binding on the successors or assigns of either part.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates below indicated.

Executed by the COMPANY this

MIDWEST CHEMICAL, INC.

16 Day of April, 2013 By: Willis Dean
Willis Dean Managing Member

Executed by the CITY this

CITY OF DAVENPORT, IOWA

16 Day of April, 2013 By: Eric Larson

Its: _____



Lot 5, Block 48, of LeClaire's 2nd Addition is in the red triangle. The dotted orange line is the approximate North 4 feet.

City of Davenport

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

Action / Date
7/15/2015

Subject:
Resolution authorizing the Mayor to execute the necessary documents to convey the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrop Development, LLC. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Financially Responsible City Government.

Background:
In 2010 the City demolished the building at 502 Brady Street; the 3,360 sq. ft. lot has since remained vacant. Lothrop Development, LLC has asked the city to convey the vacant parcel described as the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition, for the purpose of creating a private greenspace to be used by the residents of the apartment building directly to the west, 108-112 W. 5th Street, owned by Lothrop Development, LLC. This would get the parcel back on the tax rolls and relieve the city the cost of mowing and snow removal. Lothrop Development proposes that the parcel be conveyed for \$1.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Resolution to convey 502 Brady to Lothrop
▣ Backup Material	PW_RES_502 Brady map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/15/2015 - 11:22 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLUTION authorizing the Mayor to execute the necessary documents to convey the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrop Development, LLC.

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City demolished the building at 502 Brady Street; the 3,360 sq. ft. lot has since remained vacant. Lothrop Development, LLC has asked the city to convey the vacant parcel described as the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition, for the purpose of creating a private greenspace to be used by the residents of the apartment building directly to the west, 108-112 W. 5th Street, owned by Lothrop Development, LLC. This would get the parcel back on the tax rolls and relieve the city the cost of mowing and snow removal. Lothrop Development, LLC., proposes to acquire the property from the City for \$1.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute all documents necessary to convey the above real estate to Lothrop Development.

Passed and approved this 22nd day of July, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk



Lot 5, Block 48, of LeClaire's 2nd Addition is in the red triangle. The dotted orange line is the approximate North 4 feet.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Tom Leabhart; (563)327-5155
Wards: 4

Action / Date
7/15/2015

Subject:
Resolution granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting the Putnam Museum to the existing cell tower in Fejervary Park. *[Ward 4]*

Recommendation:
Approve the Resolution.

Relationship to Goals:
Davenport - *The Choice Community for Living.*

Background:
Geneseo Communications has requested permission to install buried communication fiber optic line within City right-of-way along 12th Street and Division Street in order to connect the Putnam Museum to the existing cell tower within Fejervary Park. A plan sheet of the general location is attached.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the agreement. The Agreement Reference number is 2015-F8.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES_GRNT Geneseo Putnam-cell-2015-F8
▣ Cover Memo	Putnam Fiber Map-2015-F8

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/15/2015 - 11:22 AM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way connecting the Putnam Museum to the existing cell tower in Fejervary Park.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2015-F8) to construct buried communications cable along 12th Street and Division Street in order to connect the Putnam Museum to the existing cell tower within Fejervary Park.; and

WHEREAS, the Engineering Division as well as IT and Legal Departments of the City of Davenport, Iowa (the "City") have reviewed said plans and recommend permission be granted for the installation, as described, subject to conditions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA: that permission is hereby granted to The Owner to install buried communications cable in accordance with the attached plans subject to the following conditions which shall be accepted in writing by The Owner

1. That The Owner shall hold the City harmless, defend and indemnify it from any and all liability for claims of any nature arising from the granting of this authorization of the activities or work performed by The Owner as a consequence thereof, or as the result of the damage, interruption or any other matters relating to the cable and connection therewith or as a result thereof, except as otherwise limited by the provisions of paragraph 9, and that The Owner hold harmless, defend and indemnify the City from any such claims. Further, that The Owner shall name the City and its employees as additional insureds on its liability insurance coverage in limits to be set from time to time by the City Council and initially set at \$1 million each year.
2. That The Owner shall pay all costs for the construction and maintenance of their cable.
3. That The Owner shall coordinate all traffic control required for this project with the Traffic Engineering Division of the Public Works Department and shall be responsible for all costs related to traffic control.
4. That, at the direction of the City Council, The Owner shall remove and replace, relocate, or otherwise adjust said cable in order to provide for the maintenance, construction, or reconstruction of any City owned utility or public improvements within the City of Davenport, Iowa, or, for any other reasonable public cause determined at the discretion of the City Council of Davenport.
5. That all excavations for laying pipes, cable or lines shall be made in such a manner as will not interfere with any gas, sewer, water or other pipes or infrastructure theretofore laid and so as to avoid, so far as possible, obstructing any street or alley or the drainage thereof,

and said streets, avenues and alleys shall be promptly repaired and restored to a condition as good as the same were in prior to the laying of said pipes and any pavement or other surfacing removed shall be repaired and restored with the same kind of material as was used in the construction of the pavement or other surfacing so removed. Settling in any street, avenue or alley caused by such excavations shall be promptly repaired by The Owner and all repairs and replacements shall be to the satisfaction of the City officials; but before opening or making any excavation with in any street or alley rights of way, The Owner shall secure from said City a written permit to do so, except in case of emergency, which permit said City shall issue to The Owner upon reasonable terms and conditions. The Owner shall be responsible for payment of the Standard Excavation Permit Fees established by City Council prior to receiving said permit. The permit fee includes a \$1.00 per foot Disruption Fee where applicable.

6. That the contractor performing the work shall comply with all City Ordinances covering the work, including permits and bonding.
7. That The Owner shall contract with a "One Call" utility notification service for receiving notice on the location of the cable for the time the cable shall be in place and in service.
8. That The Owner shall be responsible for obtaining necessary legal consent and permission from railroad companies, the Iowa Department of Transportation, private and public agencies and other persons or organizations that have a legal interest, and this Resolution is subject to such permission, consent and clearance being obtained from such entities.
9. Unless caused by gross negligence or willful, intentional or malicious conduct by city employees, The Owner releases the City and its employees for and from any and all liability for any damage or interruption, or of any other nature directly or indirectly related to the existence of the cable and related facilities, which at any time occur in the future.
10. The Owner will provide the City of Davenport as built drawings in an electronic format suitable to the City of the entire route.

Passed and approved this 22nd day of July, 2015

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA: That the City Engineer is authorized to issue a permit for construction of said cable when the applicable terms and conditions have been met.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2015-_____, AGREEMENT REFERENCE
NUMBER 2015-F8

The undersigned hereby accepts all the terms and conditions of Resolution No. 2015-_____, and agrees that the same shall be binding upon undersigned and its successors and assigns.

Geneseo Communications Services, Inc.

By: _____

Name: _____

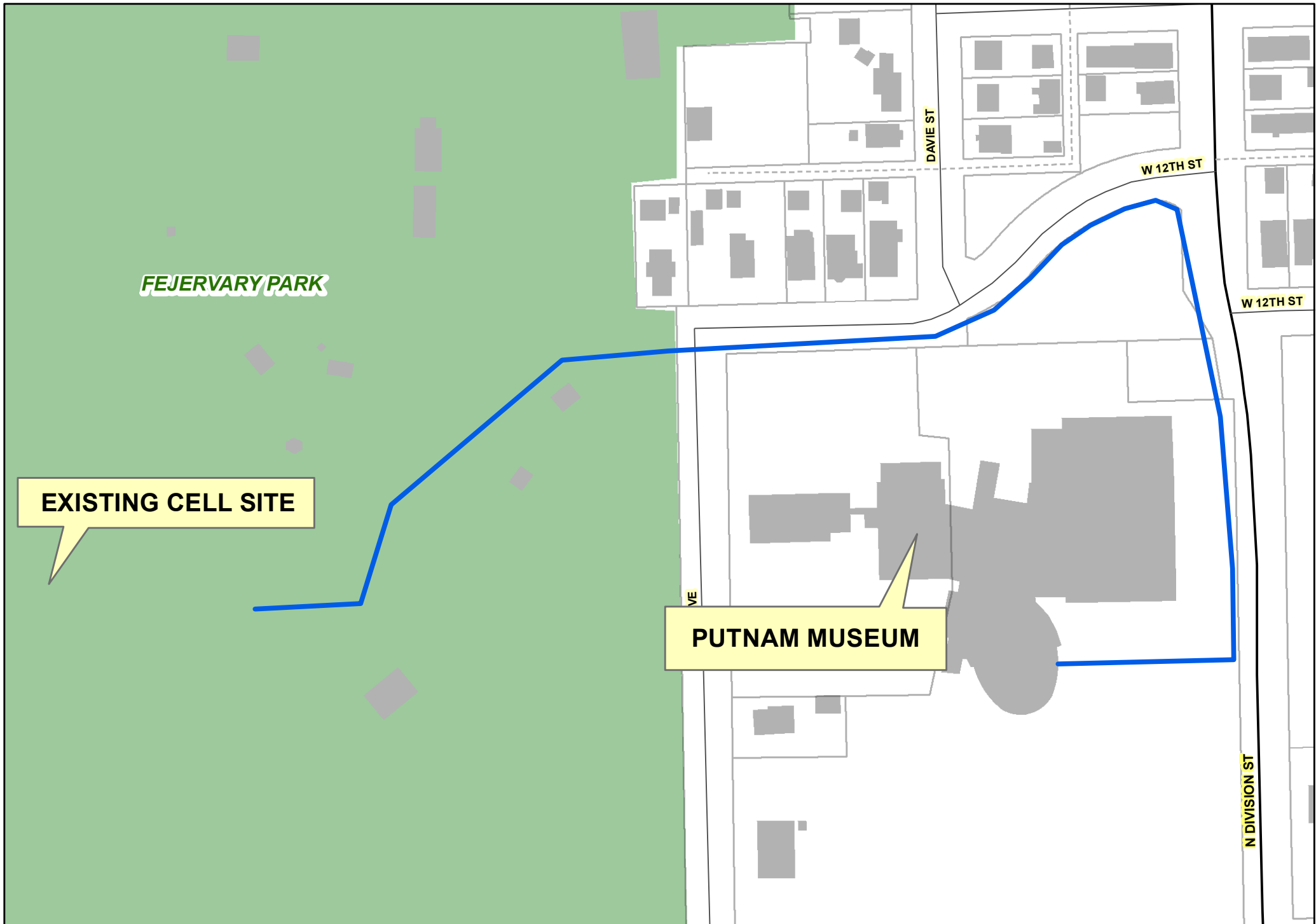
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, known to me to be the _____ of Geneseo Communications Services, Inc. and the person whose name is subscribed to the fore-going instrument and acknowledged that he/she is duly authorized to execute such agreements on behalf of Iowa Health System and to commit Geneseo Communications Services, Inc. to the obligations and duties contained therein and executed the fore-going instrument as his/her voluntary act and deed and as the voluntary act and deed of Geneseo Communications Services, Inc..

In witness whereof, I have hereunto set my hand and official seal.

Notary Public



City of Davenport

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

Action / Date
6/17/2015

Subject:

Third Consideration: An ordinance amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1). [All Wards]

Recommendation:

Amend the ordinance.

Relationship to Goals:

Financially Responsible City Government

Background:

For many years, this ordinance allowed animal shelters to charge for the boarding of dogs and cats and similar animals at a rate of \$6.50 per day. Several years ago, the Humane Society of Scott County (HSSC) requested that this fee be increased to \$10.00 per day in order to better cover costs. Thinking that this change had been enacted, the HSSC proceeded to raise its boarding fee to \$10. It was recently discovered that this ordinance was never amended to reflect this fee increase. This action will correct that.

ATTACHMENTS:

Type	Description
▣ Ordinance	ORDINANCE SHELTER BOARD FEE

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/15/2015 - 11:23 AM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6.04 ENTITLED "ANIMALS" OF THE DAVENPORT MUNICIPAL CODE BY AMENDING SECTION 6.04.140 (D) (1).

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

That Chapter 6.04 entitled "Animals" be amended as follows:

6.04.140 (D) (1) For each dog, cat, ferret or similar animal a fee of ten dollars per day for the animal's care, food, water and shelter.

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, MMC
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Brian Schadt 326-7786
Wards: 3

Action / Date
7/15/2015

Subject:
Motion awarding a contract to demolish the former Dock Restaurant to Holst Trucking & Excavating, Inc. of LeClaire, IA in the amount of \$70,800. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued on June 5, 2015 and sent to 238 contractors. On July 2, 2015 the Purchasing Division received and opened three bids. Holst Trucking & Excavating, Inc. was the lowest responsive and responsible bidder and is recommended for the contract.

The project includes the demolition and proper removal of the former Dock restaurant structure located south of River Drive adjacent to the Mississippi River, east of Perry Street.

Funding for this contract is from CIP # 10778 with an available balance of \$179,950.

ATTACHMENTS:

Type	Description
▢ Backup Material	BID TAB DOCK DEMOLITION

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/15/2015 - 11:23 AM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: DEMOLITION - DOCK

BID NUMBER: 15-150

OPENING DATE JULY 2, 2015

RECOMMENDATION: AWARD THE CONTRACT TO HOLST TRUCKING &
EXCAVATING INC OF LECLAIRE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
HOLST TRUCKING & EXCAVATING INC	LECLAIRE, IA	\$70,800.00
VALLEY CONSTRUCTION CO	ROCK ISLAND, IL	\$111,111.11
MCADAM, INC	ROCK ISLAND, IL	\$144,600.00

Prepared By Cindy White
Purchasing

Approved By Michael P. Palmer
Department Director

Approved By Brandi Coen
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright - 7750
Wards: 3

Action / Date
7/15/2015

Subject:

Motion authorizing the Finance Director to make payment of \$1.25 million to the RiverCenter for the Performing Arts (RCPA) and execute documents to assume the RCPA's debt with Quad City Bank & Trust in exchange for ownership of the Adler Theatre consistent with the Adler Theatre Sources and Uses Report approved by the City Council on April 8, 2015. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Strengthen Community Connections

Background:

On April 8, 2015, the City Council approved a motion approving a Sources and Uses Report that transfers ownership of the Adler Theatre from the RiverCenter for the Performing Arts, Inc. (RCPA) back to the City of Davenport. The National Trust Community Investment Fund, LLC (NTCIF) accepted the offer leading to the development of a final purchase agreement to close on the deal. The final agreement, consistent with the approved Sources and Uses Report, includes the City contributing \$1.25 million to close out the NTCIF and assuming approximately \$500,000 in debt with Quad City Bank & Trust (QCBT) as the direct obligor on the amount owed by the RCPA. The Adler Theatre is expected to be transitioned to City ownership as of August 1, 2015.

In 2004, the City transferred ownership of the Adler Theatre to the RCPA in order to capture financing through three tax credit financing programs (Federal Historic, State Historic, and New Market) not directly available to the City. These programs provided most of the funding for the \$14 million expansion project at the Adler Theatre as part of Vision Iowa. The intent of the Adler transfer was for the facility to remain in the ownership of the RCPA so long as the historic tax investors were involved. In February 2015, the NTCIF exercised its put option signaling the collapse of the historic tax structure. As such, agreements were reached between the RCPA, NTCIF, QCBT, and US Bancorp Community Development Corporation.

The \$1.25 million payment will come from bonds abated by Adler Theatre revenue. The remaining debt owed to the QCBT of approximately \$500,000 is scheduled in the Capital Improvement Program to be paid over FY 2017 and FY 2018 through general obligation bonds.

ATTACHMENTS:

Type	Description
Backup Material	Adler Theatre Sources and Uses Report
Backup Material	Membership Interest Purchase Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/15/2015 - 11:23 AM

ADLER THEATRE TAX CREDIT WIND-UP SOURCES AND USES

Sources of Funds:

City of Davenport	\$1,250,000.00 ¹
PUT Reserve	\$300,818.00
Operating Reserve	\$164,432.00
Replacement Reserve	\$1811.00
The Adler Schermer Foundation	\$25,503
<u>TOTAL SOURCES</u>	<u>\$1,742,564.00</u>

Uses of Funds:

Replacement Reserve	\$1.00
NTCIF Put Price	\$1,242,563.00 ²
NTCIF would be paid immediately the PUT and Operating Reserve with \$479,890.00 coming from the City of Davenport after 7/15/15	
City of Davenport – salary reimbursement	\$-0- ³
Quad City Bank & Trust	\$500,000.00 principal reduction of debt ⁴
<u>TOTAL USES</u>	<u>\$1,742,564.00</u>

¹ Funding not available until July 15, 2015 from Series 2015 General Obligation Corporate Bonds.

² National Trust Community Investment Fund, LLC ("NTCIF") accepts \$1,242,563.00 as full payment of the total amount due to NTCIF under all documents (including, but not limited to, any unpaid priority or administration fees, attorneys fees or exit fees) and will exit (which shall include transfer of all membership interests and release or termination of all guaranties and letter of credit immediately upon receipt of payment).

³ City of Davenport waives repayment of Lance Willet salary expenses of \$252,000.

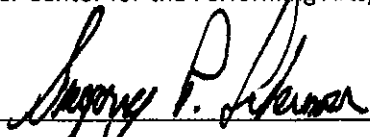
⁴ Debt is approx. \$1,028,000. Upon the \$500,000 payment to bank and City taking title subject to bank's mortgage, bank will release prior obligors and guarantors and allow the City of Davenport to become a direct obligor on the remaining debt. The City of Davenport has agreed to provide the funds stated herein, assume the remaining bank debt, take title subject to the mortgage and pay the assumed debt (in 2016 and 2017) in exchange for ownership of the theatre. River Center for the Performing Arts, Inc., which shall hold all ownership interests in the theatre after the tax credit investor exit, will transfer the theatre to the City (subject to the bank's mortgage) upon completion of the City's obligations and exiting of NTCIF.

ACCEPTANCE OF SOURCES AND USES

The undersigned has reviewed the attached Adler Theatre Tax Credit Wind-up Sources and Uses statement and agrees to the general terms and provisions stated therein. The undersigned will take all actions necessary to complete the funding, making and/or acceptance of payments as applicable and to complete the actions required upon payment.

River Center for the Performing Arts, Inc.

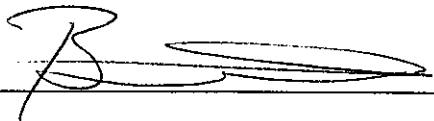
By: _____


Gregory P. Scherer, Chairman

ACCEPTANCE OF SOURCES AND USES

The undersigned has reviewed the attached Adler Theatre Tax Credit Wind-up Sources and Uses statement and agrees to the general terms and provisions stated therein. The undersigned will take all actions necessary to complete the funding, making and/or acceptance of payments as applicable and to complete the actions required upon payment.

City of Davenport, Iowa

By:  _____

ACCEPTANCE OF SOURCES AND USES

The undersigned has reviewed the attached Adler Theatre Tax Credit Wind-up Sources and Uses statement and agrees to the general terms and provisions stated therein. The undersigned will take all actions necessary to complete the funding, making and/or acceptance of payments as applicable and to complete the actions required upon payment.

QUAD CITY BANK & TRUST

By: John P. Nye
John P. Nye its First Vice President

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This MEMBERSHIP INTEREST PURCHASE AGREEMENT (this “**Agreement**”) dated as of _____, 2015, is entered into by and among RCPA DEVELOPMENT CO. TENANT, L.L.C., an Iowa limited liability company (the “**Company**”), NATIONAL TRUST COMMUNITY INVESTMENT FUND, LLC, a Delaware limited liability company (“**Investor Member**”), and RIVER CENTER FOR THE PERFORMING ARTS MANAGER, L.L.C., an Iowa limited liability company (“**Purchaser**”).

Recitals

WHEREAS, the Company is governed by that certain Second Amended and Restated Operating Agreement of the Company dated as of December 19, 2006 (the “**Operating Agreement**”), by and between Investor Member, as the investor member and sole member, and Purchaser as the non-member manager (in such capacity, the “**Manager**”); and

WHEREAS, Investor Member holds 100% of the membership interests in the Company and has the right to receive certain distributions and allocations and has certain obligations pursuant to the terms of the Operating Agreement (“**Investor Member’s Interest**”); and

WHEREAS, the Company and the Manager agree and consent to Purchaser acquiring Investor Member’s Interest on the terms and subject to the conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. PURCHASE AND SALE; CLOSING

1.1 Purchase. Investor Member hereby agrees to transfer to Purchaser, and Purchaser hereby agrees to purchase from Investor Member, all of the right, title and interest of Investor Member in and to Investor Member’s Interest at the Closing (as hereinafter defined) on the terms and subject to the conditions set forth in this Agreement.

1.2 Purchase Price. The purchase price for Investor Member’s Interest (the “**Member Interest Purchase Price**”) is \$1,242,563 (the “**Put Price**”). [Up to \$465,250 of the Put Price will be paid from the funds maintained in the Operating and Put Reserve (as defined in the Operating Agreement) and held with RCPA Development Co., L.L.C., an Iowa limited liability company (the “**Landlord**”). The remaining balance of the Put Price will be paid by the City of Davenport, Iowa.]

1.3 Payment of Purchase Price. No later than the Closing Date (as hereinafter defined), Purchaser shall deliver to Investor Member the Member Interest Purchase Price by wire transfer of immediately available funds for the benefit of Investor Member as follows:

Account Name: National Trust Community Investment Fund

ABA: 026009593
Account #: 0019-2090-1916
Bank: Bank of America, N.A.
Address: 730 15th Street, NW
Washington, D.C. 20005
Bank Contact: C. Lynn Dorsey (202-442-3953)
NTCIC Contact: Akshat Gururani (202-588-6311)

1.4 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on July __, 2015 (the “**Closing Date**”). The parties hereto shall not be required to attend the Closing in person.

1.5 Investor Member’s Deliveries. Investor Member shall deliver to Purchaser an assignment of Investor Member’s Interest substantially in the form of Exhibit A attached hereto (the “**Member Interest Assignment**”) for execution by Purchaser, duly executed by or on behalf of Investor Member, and any other documentation needed to facilitate Purchaser’s assumption of Investor Member’s Interest.

1.6 Purchaser’s Deliveries. Immediately following or simultaneously with the execution of this Agreement, but no later than the Closing, Purchaser shall deliver to Investor Member:

(a) the Member Interest Purchase Price for Investor Member’s Interest by wire transfer of immediately available funds; and

(b) the Member Interest Assignment, duly executed by or on behalf of Purchaser and the Company.

1.7 Transfer Taxes and Closing Costs. All (i) sales, value added, use, state or local transfer and gains taxes, registration, stamp and similar taxes, if any, imposed in connection with the transactions contemplated by this Agreement and (ii) closing costs, including Purchaser’s attorneys’ fees, shall be borne exclusively by Purchaser.

2. REPRESENTATIONS AND WARRANTIES OF INVESTOR MEMBER

Investor Member hereby represents and warrants to Purchaser as follows:

2.1 Authority and Consent. The execution and delivery by Investor Member of this Agreement, and the performance by it of its obligations hereunder have been duly and validly authorized by all necessary actions on the part of Investor Member. No consent, approval, authorization or other action by, and no notice to or filing with, any federal or state governmental authority or regulatory body is required for the due execution and delivery by the Company of its obligations hereunder. The individual signing this Agreement, and all other documents executed pursuant hereto on behalf of Investor Member, is duly authorized to sign the same on behalf of Investor Member and to bind each entity constituting Investor Member.

2.2 No Breach. To the best knowledge of Investor Member, the execution and delivery of this Agreement, the consummation of the transactions provided for herein and the

fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Investor Member or any instrument to which Investor Member is a party or by which Investor Member or any of its property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation. Currently there is no outstanding notice of default that has been presented by Investor Member to Manager pursuant to the Operating Agreement which has not been cured.

2.3 Ownership. Investor Member owns the Investor Member Interest, with no known encumbrances. At the Closing, upon consummation of the transactions contemplated hereby, Purchaser will acquire the entire legal and beneficial interest in Investor Member's Interest.

2.4 Binding Agreement. This Agreement and the provisions hereof are legal, valid and binding against Investor Member in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency and other similar laws, by any equitable principles affecting creditors' rights generally, and by the discretion of the courts in granting equitable remedies, regardless of whether such enforceability is considered in a proceeding at law or in equity and regardless of whether such limitations are derived from constitutions, statutes, judicial decisions or otherwise.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER AND THE COMPANY

Purchaser and the Company hereby represent and warrant to Investor Member:

3.1 Authority. The execution and delivery by Purchaser and the Company of this Agreement, and the performance by Purchaser and the Company of their respective obligations hereunder have been duly and validly authorized by all necessary actions on the part of Purchaser, and/or the Company, as applicable. Purchaser and the Company each have the power and authority to agree to the withdrawal of Investor Member from the Company and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed pursuant hereto on behalf of Purchaser and the Company are duly authorized to sign same on behalf of Purchaser and the Company and to bind Purchaser and the Company, respectively.

3.2 No Breach. The execution and delivery of this Agreement, the consummation of the transactions provided for herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement of Purchaser or the Company or any instrument to which Purchaser or the Company is a party or by which Purchaser or the Company or any of their respective property is bound, or any judgment, decree or order of any court or governmental body, or any applicable law, rule or regulation. There are no defaults under the Operating Agreement or conditions which, with the passage of time or the giving of notice or both, would constitute a default.

3.3 Binding Agreement. This Agreement and the provisions hereof are legal, valid and binding against Purchaser and the Company in accordance with their terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency and other similar laws, by any equitable principles affecting creditors' rights generally, and by the discretion of the

courts in granting equitable remedies, regardless of whether such enforceability is considered in a proceeding at law or in equity and regardless of whether such limitations are derived from constitutions, statutes, judicial decisions or otherwise.

3.4 Master Lease. Neither the Company nor Purchaser will terminate or consent to the termination of that certain Amended and Restated Master Lease dated as of September 27, 2007, (the “Master Lease”), entered into by and between the Company and the Landlord until after the Investor Member’s Interest has been assigned to Purchaser. In addition, Purchaser shall not cause the Landlord to terminate the Master Lease until after the Investor Member’s Interest has been assigned to Purchaser.

3.5 No Registration of Investor Member’s Interest. Purchaser acknowledges that Investor Member’s Interest has not been registered under applicable state and federal securities laws, and that it is acquiring Investor Member’s Interest based solely on its independent confirmation that such registration is not required, and not on any representation or warranty of Investor Member (all of which are hereby disclaimed by Investor Member).

3.6 Condition of Investor Member’s Interest. Purchaser acknowledges and agrees that the purchase and sale of Investor Member’s Interest pursuant hereto is on an “AS IS”, “WHERE IS” BASIS, WITH ALL FAULTS AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WITHOUT REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER, OR NATURE, AND WITHOUT RECOURSE, EXPRESS OR IMPLIED, OF ANY KIND, TYPE, CHARACTER OR NATURE. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE LIMITED REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, INVESTOR MEMBER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO INVESTOR MEMBER’S INTEREST OR FUTURE PERFORMANCE OF THE COMPANY.

3.7 Knowledge of Purchaser. Purchaser is knowledgeable about the Company, and no formal written descriptive offering materials regarding the Company or Investor Member’s Interest have been given to or requested by it for purposes hereof. Purchaser has knowledge and experience in financial and business matters so as to be capable of evaluating and understanding, and has evaluated and understands, the merits and risks of acquiring Investor Member’s Interest, and it has been given the opportunity to (i) obtain information and examine all documents relating to the Company and its business, and (ii) ask questions of and receive answers concerning the Company, its business, and the terms and conditions of its acquisition of Investor Member’s Interest. All such questions have been answered to its satisfaction, and all information and documents, books and records pertaining to the Company and its business that it has requested have been made available to it.

3.8 Independence of Review. In entering into this Agreement, Purchaser is relying solely on the results of its own independent investigation and the advice of its own advisors and counsel with respect to the purchase of Investor Member's Interest. Other than the representations, warranties and covenants of Investor Member contained in this Agreement, it has neither received nor relied on any legal, investment, or tax advice from Investor Member, or its officers, agents, or other representatives relating to Investor Member's Interest or to the likelihood of successful operations or anticipated financial results of the Company. It has had an opportunity to read, understand and negotiate the provisions of this Agreement, and other documents related to Investor Member's Interest, the Company and its business, and to consider and consult with its advisors and counsel regarding the operation and consequences of such provisions.

4. COVENANTS AND OTHER AGREEMENTS

4.1 Indemnification.

Purchaser and the Company shall indemnify, defend, and hold Investor Member and its trustees, beneficiaries, affiliates, subsidiaries, members, managers, officers, directors, shareholders, partners, employees and agents, and their respective successors, executors, administrators and personal representatives (being collectively "**Indemnitees**") harmless from and against any loss, liability, damage, cost and expense (including without limitation reasonable attorneys' fees, court costs and litigation expenses) incurred by Investor Member as a result of any claims made against Investor Member relating to ownership of the Investor Member's Interest after the Closing Date.

Investor Member shall indemnify, defend, and hold Purchaser harmless from and against any loss, liability, damage, cost and expense (including without limitation reasonable attorneys' fees, court costs, and litigation expenses) incurred by Purchaser as a result of any claims made against Purchaser relating to ownership of the Investor Member's Interest prior to the Closing Date.

4.2 No Further Obligations; Indemnification. Upon the payment of the Member Interest Purchase Price, Investor Member shall have no further obligations under the Operating Agreement, and Purchaser shall indemnify and defend Investor Member and hold it harmless against any such obligations, except those arising out of the wrongful actions of Investor Member.

4.3 Company Reports. Purchaser, covenants and agrees to deliver to Investor Member, the following: (i) by no later than 90 days from the Closing Date, the Landlord's and the Company's final 2015 1065 U.S. Return of Partnership Income and all accompanying schedules, including the Company's Schedule K-1 for the period ending with the Closing Date; (ii) by no later than 90 days from the Closing Date, the Company's final audited financial statements for the period commencing with January 1, 2015 and ending with the date of the Closing Date, (iii) no later than 90 days from the Closing Date, the tax trial balance and general ledger of the Company and the Landlord for the period ending with the Closing Date; and (iv) on the Closing Date, the 2015 QALICB Certificate covering the period ending with the Closing Date

5. CLOSING CONDITIONS

5.1 Conditions to Obligations of Investor Member. The obligations of Investor Member under this Agreement with respect to the Closing are subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) Representations and Warranties. The representations and warranties of Purchaser and the Company contained in Section 3, above, are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.
- (b) Performance. Purchaser has performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on the Closing Date.

5.2 Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement with respect to the Closing are subject to the satisfaction at or prior to the Closing Date of the following conditions:

- (a) Representations and Warranties. The representations and warranties of Investor Member contained in Section 2, above, are true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.
- (b) Performance. Investor Member has performed and complied in all material respects with all agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by it on the Closing Date.

5.3 Flow of Funds Condition. The parties agree that the transactions described in this Agreement will be void if the Member Interest Purchase Price is not received on or prior to the Closing Date.

6. CONSENTS

Each party hereby (i) consents to the withdrawal of Investor Member from the Company, (ii) agrees that the put and call options set forth in the Amended and Restated Option Agreement dated as of September 27, 2007, by and between Investor Member and Purchaser (the “**Option Agreement**”) shall be of no further force or effect upon consummation of the transactions contemplated herein, and (iii) waives any and all other requirements that may be set forth in the Operating Agreement to the transactions described above, or otherwise.

7. RELEASE OF GUARANTY

In order to induce Investor Member to become the investor member and sole member of the Company, the Guarantors (as defined in the Operating Agreement) guaranteed certain payment and performance obligations of Manager and the Company. By its execution hereof, Investor Member hereby affirms that the Guarantors are released of their obligations under the Guaranty (as defined in the Operating Agreement), and the Guaranty is hereby terminated.

8. MISCELLANEOUS

8.1 Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

8.2 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.

8.3 Binding Effect. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

8.4 Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

8.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first written above.

COMPANY:

RCPA DEVELOPMENT CO. TENANT, L.L.C.,
an Iowa limited liability company

By: River Center for the Performing Arts
Manager, L.L.C., an Iowa limited liability
company, its manager

By: River Center for the Performing
Arts, Inc., an Iowa nonprofit
corporation, its sole member

By: _____
Gregory P. Schermer
President

PURCHASER:

**RIVER CENTER FOR THE PERFORMING
ARTS MANAGER, L.L.C.,** an Iowa limited
liability company

By: River Center for the Performing Arts, Inc.,
an Iowa nonprofit corporation, its sole
member

By: _____
Gregory P. Schermer
President

[Signatures continue on the following page]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized person of each party hereto as of the date first written above.

INVESTOR MEMBER:

**NATIONAL TRUST COMMUNITY
INVESTMENT FUND, LLC**, a Delaware limited
liability company

By: National Trust Community Investment
Corporation, a Delaware corporation, its
managing member

By: _____
R. Bret Mosher
Assistant Secretary

Exhibit A

FORM OF MEMBERSHIP INTEREST ASSIGNMENT

This MEMBERSHIP INTEREST ASSIGNMENT (this “**Agreement**”) dated as of July __, 2015, is entered into by and among RCPA DEVELOPMENT CO. TENANT, L.L.C., an Iowa limited liability company (the “**Company**”), NATIONAL TRUST COMMUNITY INVESTMENT FUND, LLC, a Delaware limited liability company (“**Investor Member**”), and RIVER CENTER FOR THE PERFORMING ARTS MANAGER, L.L.C., an Iowa limited liability company (“**Purchaser**”).

RECITALS

WHEREAS, Purchaser, the Company, and Investor Member entered into that certain Membership Interest Purchase Agreement dated as of July __, 2015, (the “**Purchase Agreement**”), pursuant to which, among other things, Purchaser agreed to purchase Investor Member’s interest in the Company (the “**Investor Member’s Interest**”); and

WHEREAS, Investor Member wishes to sell, transfer, convey and assign to Purchaser good and valid title in and to the Investor Member’s Interest currently held by Investor Member.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement agree as follows:

1. Assignment. Investor Member hereby sells, transfers, conveys, assigns and sets over to Purchaser, its successors and assigns, all of the Investor Member’s Interest. Purchaser hereby accepts this Agreement and agrees to assume and perform all covenants, agreements, conditions, duties and obligations of Investor Member as and when due. As of even date herewith, Investor Member (i) relinquishes all of its rights with respect to the Investor Member’s Interest for all purposes under the Operating Agreement and (ii) withdraws as a member of the Company.

2. Further Assurances. At any time and from time to time after the Closing Date, at the request and expense of Purchaser, and without further consideration, Investor Member shall execute and deliver such other instruments of transfer, conveyance, assignment and confirmation and take such other action as Purchaser may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign to Purchaser Investor Member’s Interest. Following the execution of the Agreement and the assignment of Investor Member’s Interest to Purchaser, Purchaser and the Company shall cause the Operating Agreement to be amended to reflect that Investor Member is no longer a member of the Company, attaching this Agreement, if necessary, to evidence Investor Member’s assignment of the Investor Member’s Interest.

3. Governing Law. This Agreement shall be governed by and construed in accordance with, the laws of the State of Iowa.

4. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Purchase Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Membership Interest Assignment to be duly executed and delivered by their respective duly authorized persons as of the date first written above.

COMPANY:

RCPA DEVELOPMENT CO. TENANT, L.L.C., an Iowa limited liability company

By: River Center for the Performing Arts Manager, L.L.C., an Iowa limited liability company, its manager

By: River Center for the Performing Arts, Inc., an Iowa nonprofit corporation, its sole member

By: _____
Gregory P. Schermer
President

PURCHASER:

RIVER CENTER FOR THE PERFORMING ARTS MANAGER, L.L.C., an Iowa limited liability company

By: River Center for the Performing Arts, Inc., an Iowa nonprofit corporation, its sole member

By: _____
Gregory P. Schermer
President

[Signatures continue on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Membership Interest Assignment to be duly executed and delivered by their respective duly authorized persons as of the date first written above.

INVESTOR MEMBER:

NATIONAL TRUST COMMUNITY INVESTMENT FUND, LLC, a Delaware limited liability company

By: National Trust Community Investment Corporation,
a Delaware corporation, its managing member

By: _____
R. Bret Mosher
Assistant Secretary

City of Davenport

Agenda Group:
Department: Public Works/Water Pollution Control Plant
Contact Info: Mike Clarke
Wards: All

Action / Date
7/15/2015

Subject:
Motion authorizing staff at the Water Pollution Control Plant to proceed with the bottom end overhaul of generator engine #1 by Altorfer, Inc. of Davenport, in the estimated amount of \$172,604. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
This is a sole source request to have Altorfer, Inc. of Davenport, perform the bottom-end overhaul of engine #1. Altorfer, Inc. is the authorized Caterpillar dealer for Davenport. Bottom-end overhauls are recommended at 30,000 hour intervals by Caterpillar to keep engines from catastrophic failure.

The City of Davenport owns two Caterpillar 3516 engines that are at WPCP. They provide required back-up electric power as required and heat for processing at the plant.

Funding for this purchase is from FY16 equipment maintenance account, which has a balance of \$836,580. The funding source is the Sewer Fund.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/15/2015 - 11:23 AM

City of Davenport

Agenda Group: Council
Department: Revenue
Contact Info: Sherry Eastman 563-326-7795
Wards: 3

Action / Date
7/22/2015

Subject:
Motion approving the outdoor service area request on July 24-26, 2015 for the Dam View Inn (VanDamQC LLC), License Type: C Liquor.

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/15/2015 - 11:16 AM