COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, July 15, 2015; 5:30 PM

Council Chambers, City Hall

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing on the proposed conveyance of the following properties:

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

Ward 4
Parcel G0012-10, 531 East 16th Street, to Petitioners Christopher E. Rush and Lisa Marie Rush

B. Public Works

1. Public hearing on the proposed conveyance of 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. Public hearing on the proposed conveyance of the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrup Development, LLC. *[Ward 3]*

VII. Presentations

A. Land Use Element of the Comprehensive Plan - Matt Flynn, Community & Economic Development

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Jason Gordon, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case No. REZ15-09 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.)

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. 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

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. 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 Lothrup 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]*

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. 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 Performaning 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]

VIII. Motion recommending discussion or consent for Finance items

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

1. Courtesy Ford - Used F550 service truck for Fleet - Amount: $46,980
2. Kelly Construction of Davenport - Dohse Pool upgrades - Amount: $43,971

3. Fleet Equipment Center - Used hydraulic drop trailer - Amount: $35,080
4. Mills Chevrolet - Used vehicle for Police Services - Amount: $30,000
5. TRANE US, Inc. - Repair parts for HVAC at GTC (Risk Management) - Amount: $28,027
6. Altorfer, Inc. - Used forklift - Amount: $25,240
7. Reed Construction - Remodel MWP restrooms - Amount: $12,967

XI. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add and vote on the following resolution.
2. Resolution amending a Development Agreement for the City Square project (Restoration St. Louis, petitioner).

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development | **Action / Date**
Department: CPED | **CD7/15/2015**
Contact Info: Bruce Berger, 563-326-7769
Wards: 3&4

Subject:
Public Hearing on the proposed conveyance of the following properties:

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

Ward 4
Parcel G0012-10, 531 East 16th Street, to Petitioners Christopher E. Rush and Lisa Marie Rush

Recommendation:
Conduct the public hearing

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.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Public Notice for Hearing

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/8/2015 - 5:34 PM

(PUBLISHED ON July 10, 2015)

NOTICE OF A PUBLIC HEARING ON A RESOLUTION REGARDING THE CONVEYANCE OF URBAN HOMESTEAD PROPERTIES OWNED BY THE CITY TO INDIVIDUAL HOMEBUYERS (PETITIONERS AND HOUSE LOCATIONS LISTED) AS FOLLOWS:

925 Farnam Street, Davenport, Iowa to Rigoberto and Leonor Montiel
531 West 16th Street, Davenport, Iowa to Christopher E. and Lisa Marie Rush

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION proposing to convey the above properties owned by the City of Davenport to the proposed Petitioners (Homebuyers). The properties have the following legal description:

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

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 15th day of July, 2015, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing, interested persons may appear and be heard for or against said Resolution. PO# 2016/1600196

City of Davenport
Bruce Berger
563-326-7769

City of Davenport

Agenda Group: Public Works | **Action / Date**
Department: Public Works | **PW7/15/2015**
Contact Info: Mike Atchley; (563) 327-5149
Wards: 3

Subject:
Public hearing on the proposed conveyance of 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:
Conduct the public hearing.

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
Cover Memo	Notice of Public Hearing
Cover Memo	Midwest Chemical Agreement
Cover Memo	502 Aerial

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Rejected	6/24/2015 - 11:20 AM
Public Works - Engineering	Atchley, Mike	Approved	6/24/2015 - 2:22 PM
Public Works - Engineering	Lechvar, Gina	Approved	7/8/2015 - 11:51 AM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:12 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:23 PM

Notice of Hearing

On a Resolution Regarding the Conveyance of the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Midwest Chemical Inc.

Notice is hereby given that at 5:30 P.M., on Wednesday, July 15, 2015, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on a RESOLUTION conveying the North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Midwest Chemical Inc.

At said hearing any interested person may file written objection or comments with respect to the proposed conveyance of above North 4 ft. of the South 56.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition.

Jackie E. Holecek
Deputy City Clerk

Davenport, Iowa
July 8, 2015

Publish once July 8, 2015
QUAD-CITY TIMES

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

16 Day of April, 2013

MIDWEST CHEMICAL, INC.

By: Willis Dean

Willis Dean Managing Member

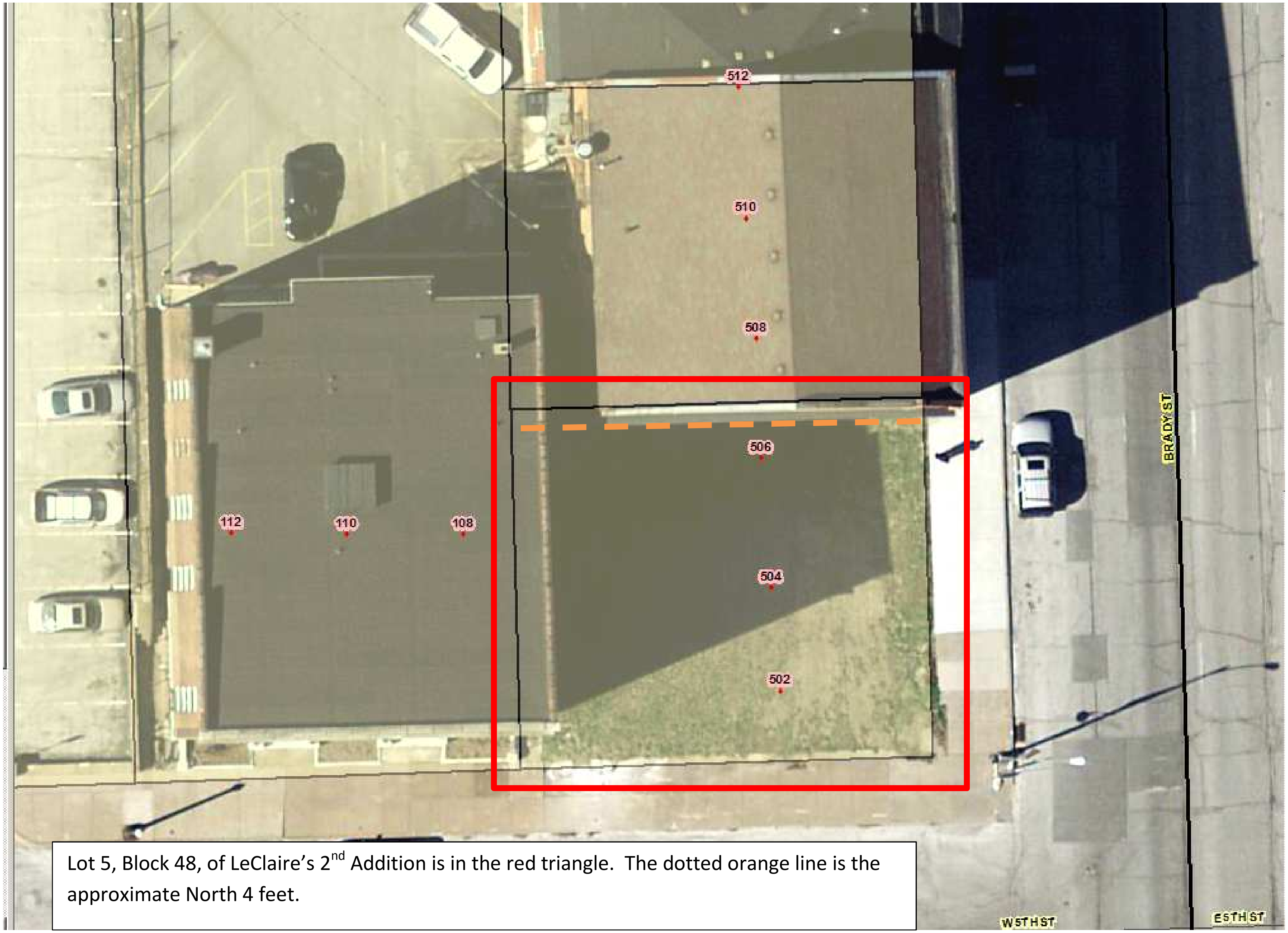
Executed by the CITY this

16 Day of April, 2013

CITY OF DAVENPORT, IOWA

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

Action / Date
PW7/15/2015

Subject:
Public hearing on the proposed conveyance of the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrup Development, LLC. *[Ward 3]*

Recommendation:
Conduct the public hearing.

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. Lothrup 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 Lothrup Development, LLC. This would get the parcel back on the tax rolls and relieve the city the cost of mowing and snow removal.

ATTACHMENTS:

Type	Description
Cover Memo	NOTICE OF HEARING CONVEYING 502 BRADY
Cover Memo	PW_RES_502 Brady map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/8/2015 - 1:14 PM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:12 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:23 PM

Notice of Hearing

On a Resolution Regarding the Conveyance of the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition to Lothrup Development, LLC.

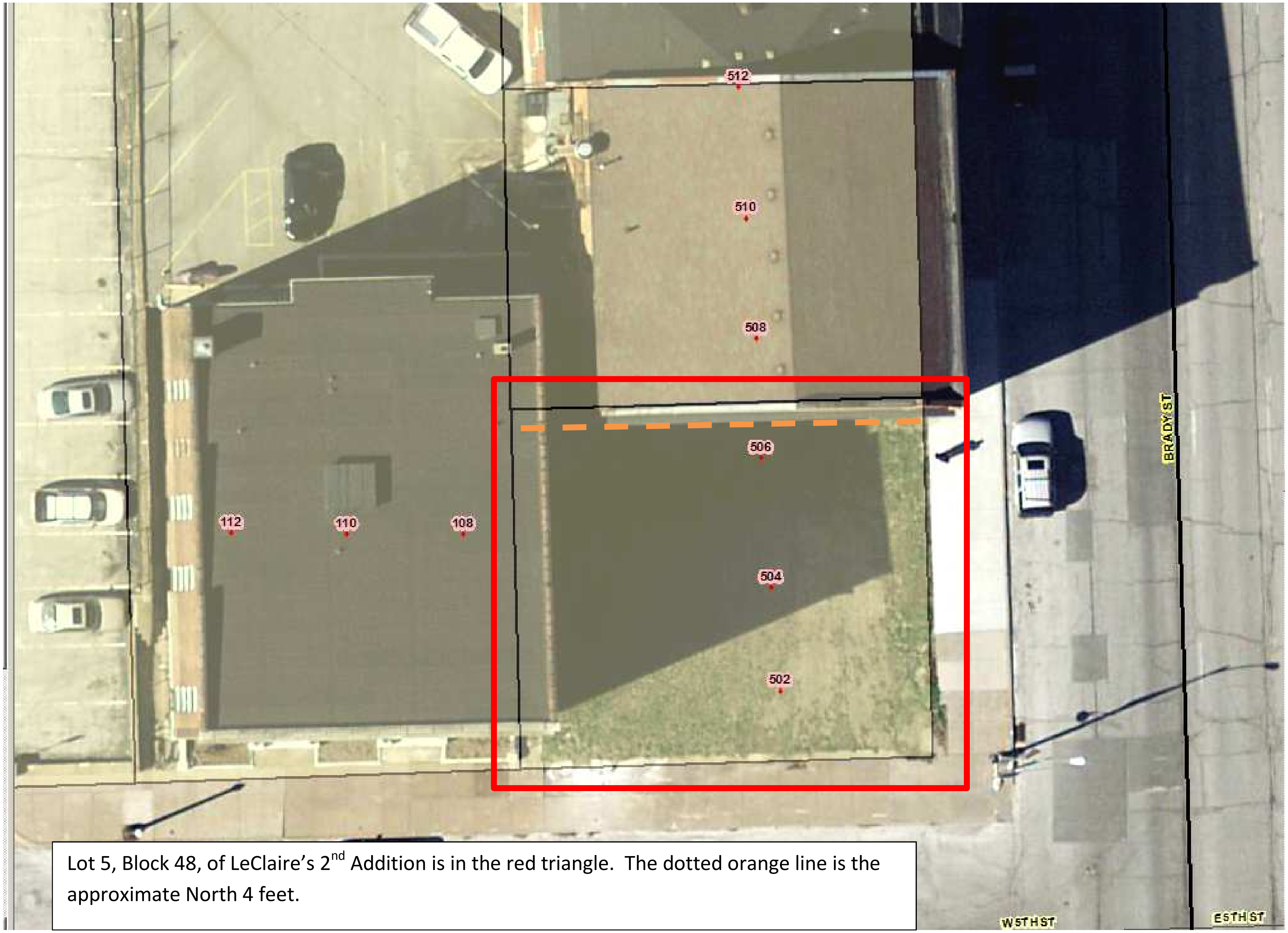
Notice is hereby given that at 5:30 P.M., on Wednesday, July 15, 2015, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on a RESOLUTION conveying the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition, having 3,360 sq. ft., to Lothrup Development, LLC., for private greenspace.

At said hearing any interested person may file written objection or comments with respect to the proposed conveyance of the South 52.5 ft. of Lot 5, Block 48, of LeClaire's 2nd Addition.

Jackie E. Holecek
Deputy City Clerk

Davenport, Iowa
June, 21, 2015

Publish once July 8, 2015
QUAD-CITY TIMES



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: Council | **Action / Date**
Department: Community & Economic Development | **7/15/2015**
Contact Info: Matt Flynn
Wards: All

Subject:
Land Use Element of the Comprehensive Plan - Matt Flynn, Community & Economic Development

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/29/2015 - 3:38 PM

City of Davenport

Agenda Group: Committee of the Whole | **Action / Date**
Department: Community Planning & Economic Development | **COW6/17/2015**
Contact Info: Matt Flynn 326-7743
Wards: 1st

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	Plan and Zoning Commission Letter
Backup Material	Plan and Zoning Commission Vote Results

Backup Material Plan and Zoning Commission Final Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/8/2015 - 5:36 PM

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 ______________________

City of Davenport

226 West Fourth Street • Davenport, Iowa 52801
Telephone: 563-326-7765
www.cityofdavenportiowa.com

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

City Plan & Zoning Commission Voting Record | Meeting Date: 06-02-2015 | Meeting Location: Council Chambers-City Hall

		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:

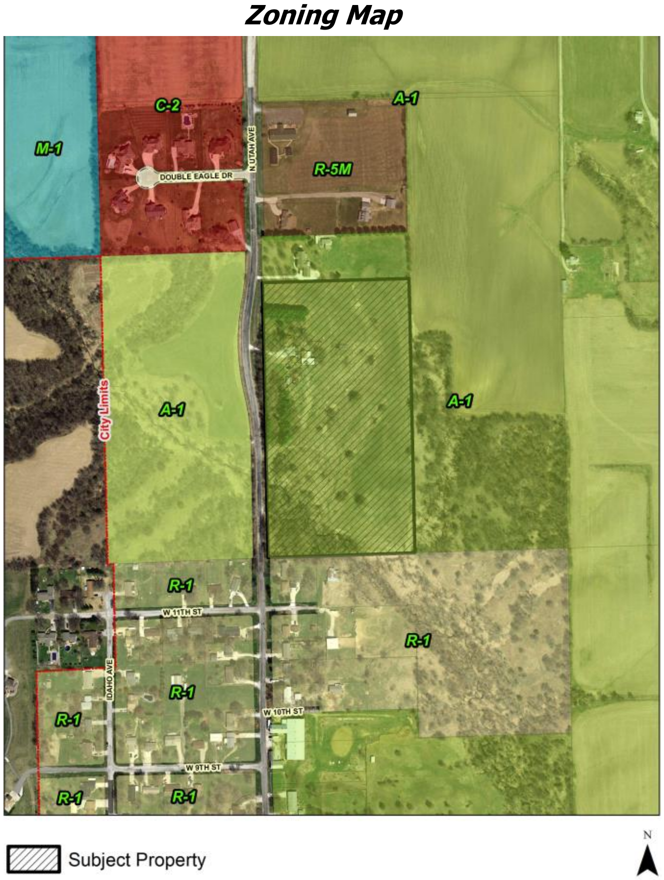
Staff recommends the City Plan and Zoning Commission accept the listing finding and forward Case No. REZ15-09 to the City Council with a recommendation for approval subject to the conditions listed in this report.

Introduction:

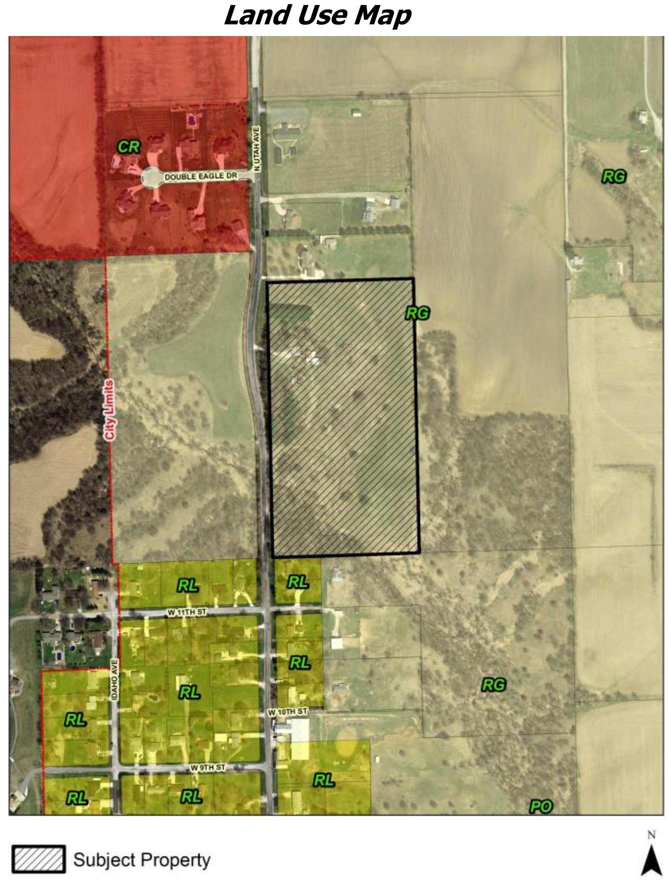
The petitioner is requesting the rezoning of 17.01 acres of property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



<u>Background:</u>

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:

<u>Streets</u>
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.

<u>Storm Water</u>
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.

<u>Sanitary Sewer</u>.
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.

<u>Other Utilities</u>.
Iowa American Water has a 12 inch water main within the North Utah Avenue right-of-way.

<u>Emergency Services</u>.
The subject property is located approximately 3.12 miles from the nearest fire station (Fire Station No. 5).

<u>Parks/Open Space</u>.
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.

<u>Discussion:</u>

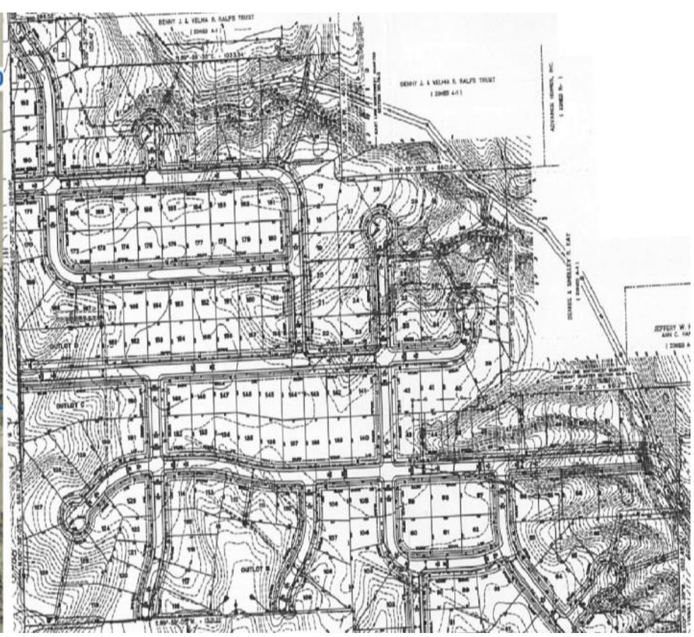
The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites. There is a concurrent application to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District.

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.



<u>Staff Recommendation:</u>

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:

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 that 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: ____

____

____

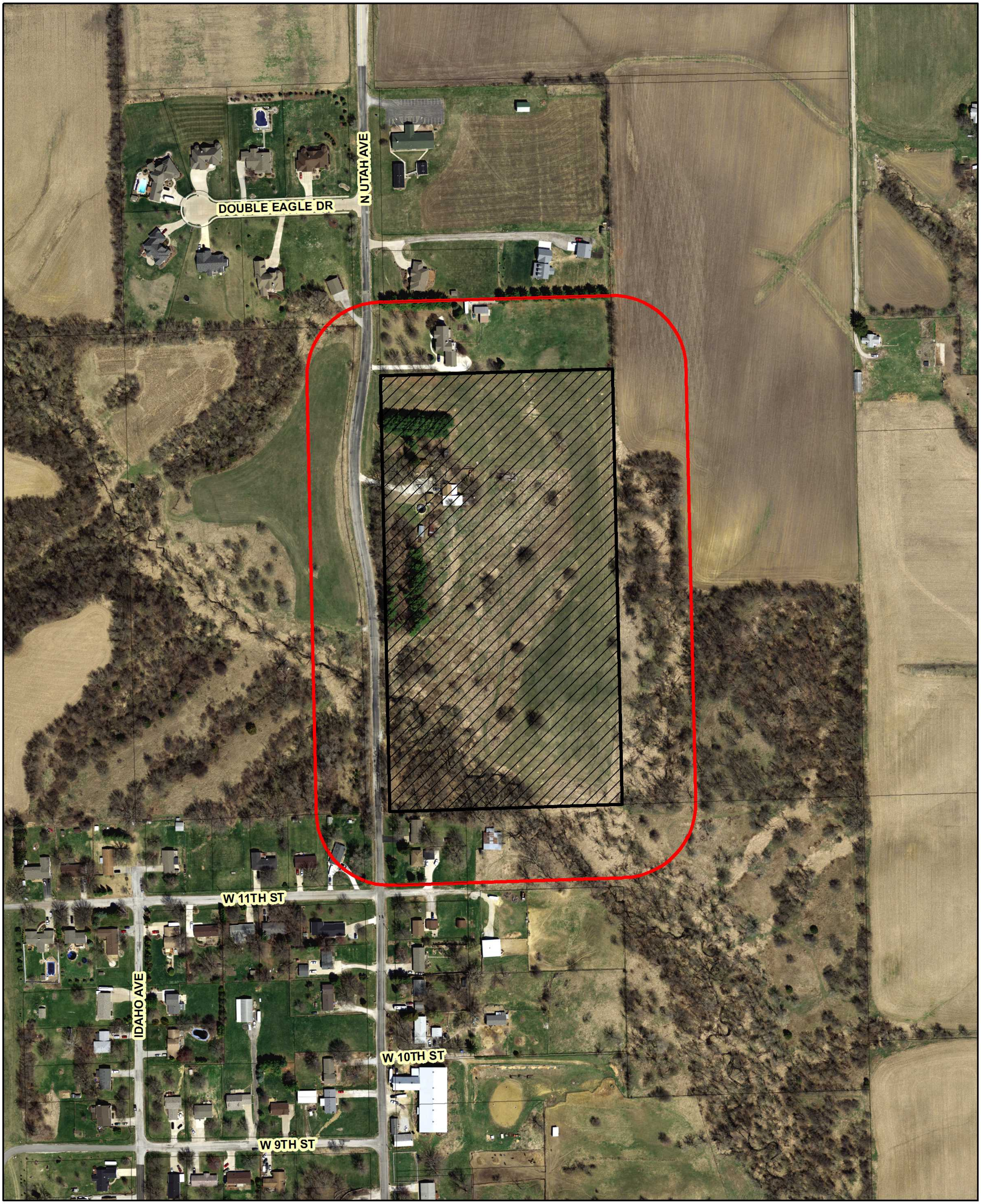
____

____

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

N

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@aol.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@aol.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@aol.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	(≥ acre < 10 acres)	$750 plus $25/acre *
Ten acres or more	(≥ 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,

[signature]

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
MULLINNIX MICHAEL J
PITTMAN ALAN R
MULLINNIX DANIEL P
12499 81ST CT
SEMINOLE FL 33772

Contract Holder:

Mail To:

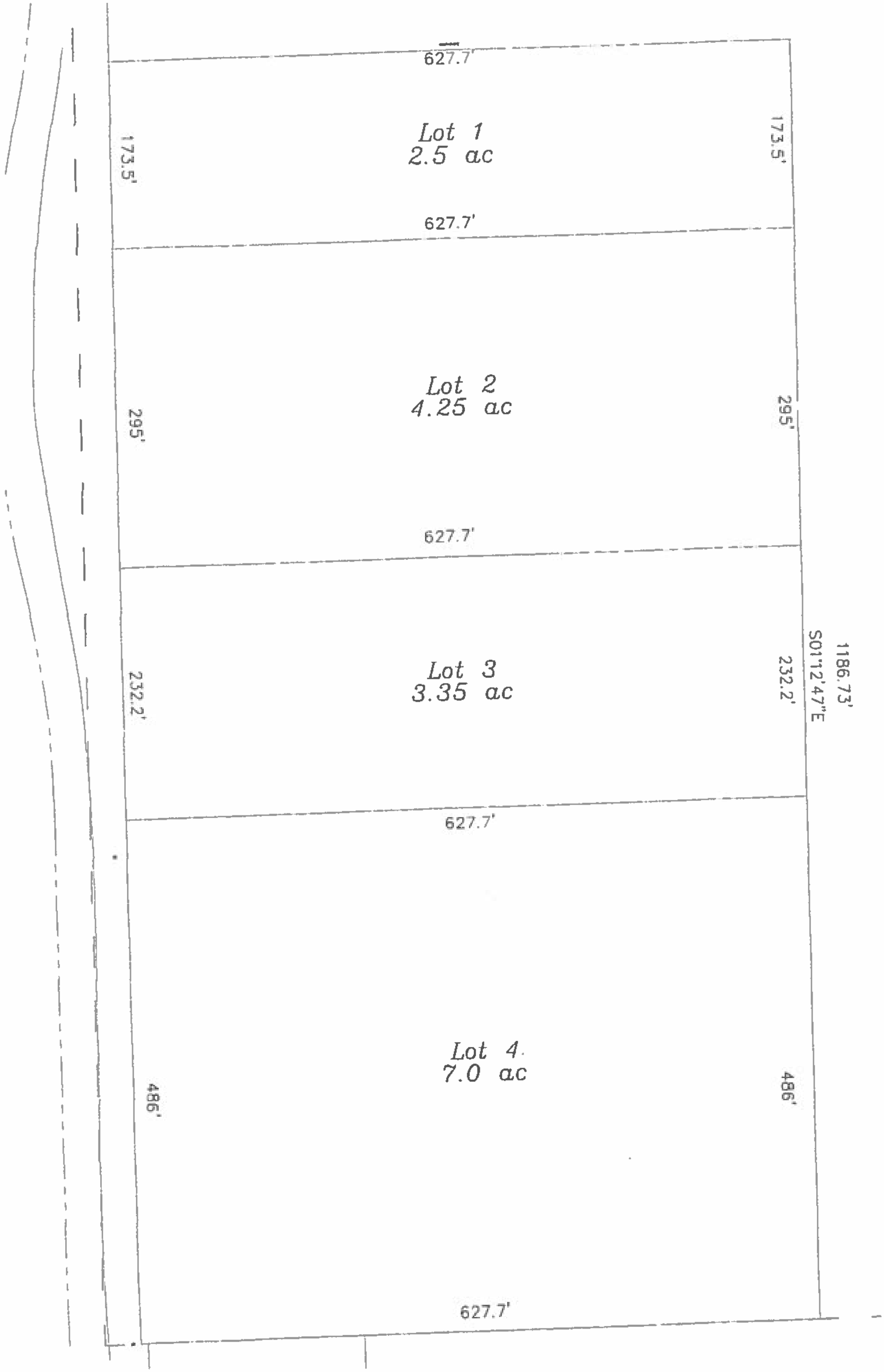
Class: A Agriculture; AD Ag Dwelling
SubClass:
Transfer Document No.: 2015 -6935
Revenue Stamp: $0.00

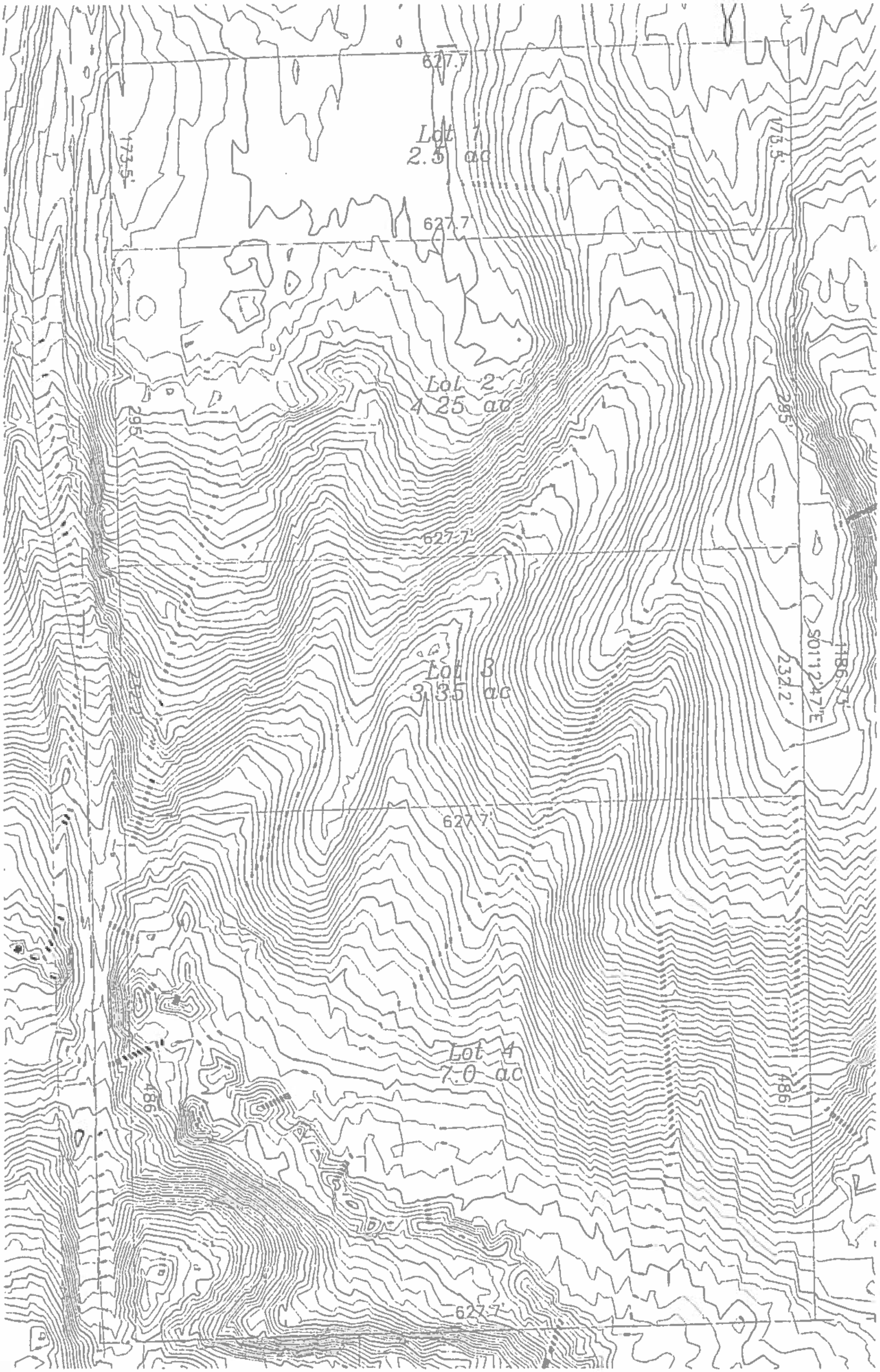
Deed Date: 6/24/2010
Deed Book:
Deed Page:

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


627.7'
Lot 1
2.5 ac
173.5'
173.5'
627.7'
Lot 2
4.25 ac
295'
295'
627.7'
Lot 3
3.35 ac
232.2'
232.2'
S01°12'47"E
1186.73'
627.7'
Lot 4
7.0 ac
486'
486'
627.7'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Lot 3
3.35 ac
232.2'
S01°12'47"E
186.73'
627.7'
Lot 4
7.0 ac
486'
486'
627.7'

City of Davenport

Agenda Group: Community Development | **Action / Date**
Department: CPED | **CD7/15/2015**
Contact Info: Bruce Berger, 563-326-7769
Wards: 3&4

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	Berger, Bruce	Approved	7/8/2015 - 6:17 PM
Community Development Committee	Berger, Bruce	Approved	7/8/2015 - 6:18 PM
City Clerk	Admin, Default	Approved	7/9/2015 - 8:56 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: Community Development

Department: CPED

Contact Info: Bruce Berger

Wards: 3

Action / Date
CD7/15/2015

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 Counci 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	Berger, Bruce	Approved	7/9/2015 - 9:32 AM
Community Development Committee	Berger, Bruce	Approved	7/9/2015 - 9:32 AM
City Clerk	Admin, Default	Approved	7/9/2015 - 9:37 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	William E. Gluba
Deputy City Clerk	Mayor

City of Davenport

Agenda Group: Community Development | **Action / Date**
Department: Community Planning and Economic Development | **CD7/15/2015**
Contact Info: Matt Flynn, 326-7743
Wards: 5th

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 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	Berger, Bruce	Approved	7/8/2015 - 6:19 PM
Community Development Committee	Berger, Bruce	Approved	7/8/2015 - 6:19 PM
City Clerk	Admin, Default	Approved	7/9/2015 - 8:55 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.

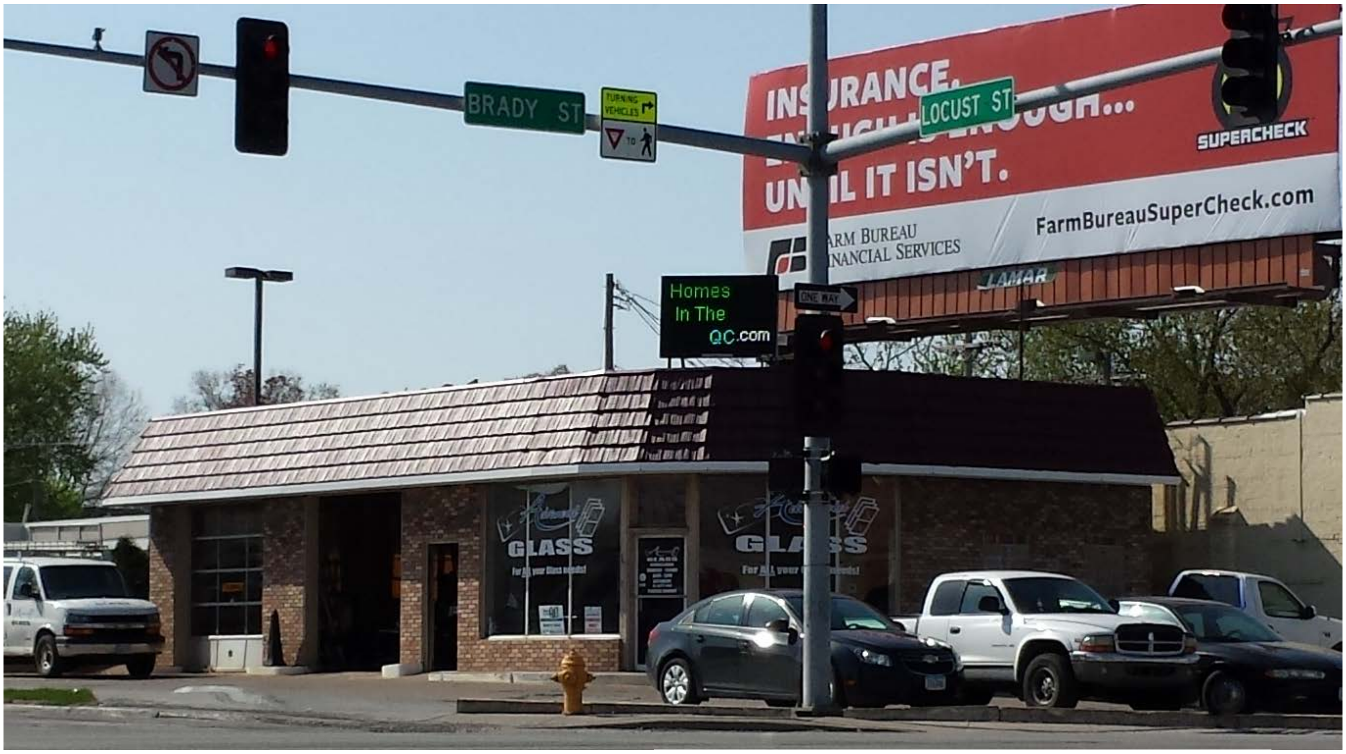
Discussion:
When a sign has been installed without a permit or Design Review Board approval, it's staff opinion that the proposal should be considered as if it were not there.

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."*

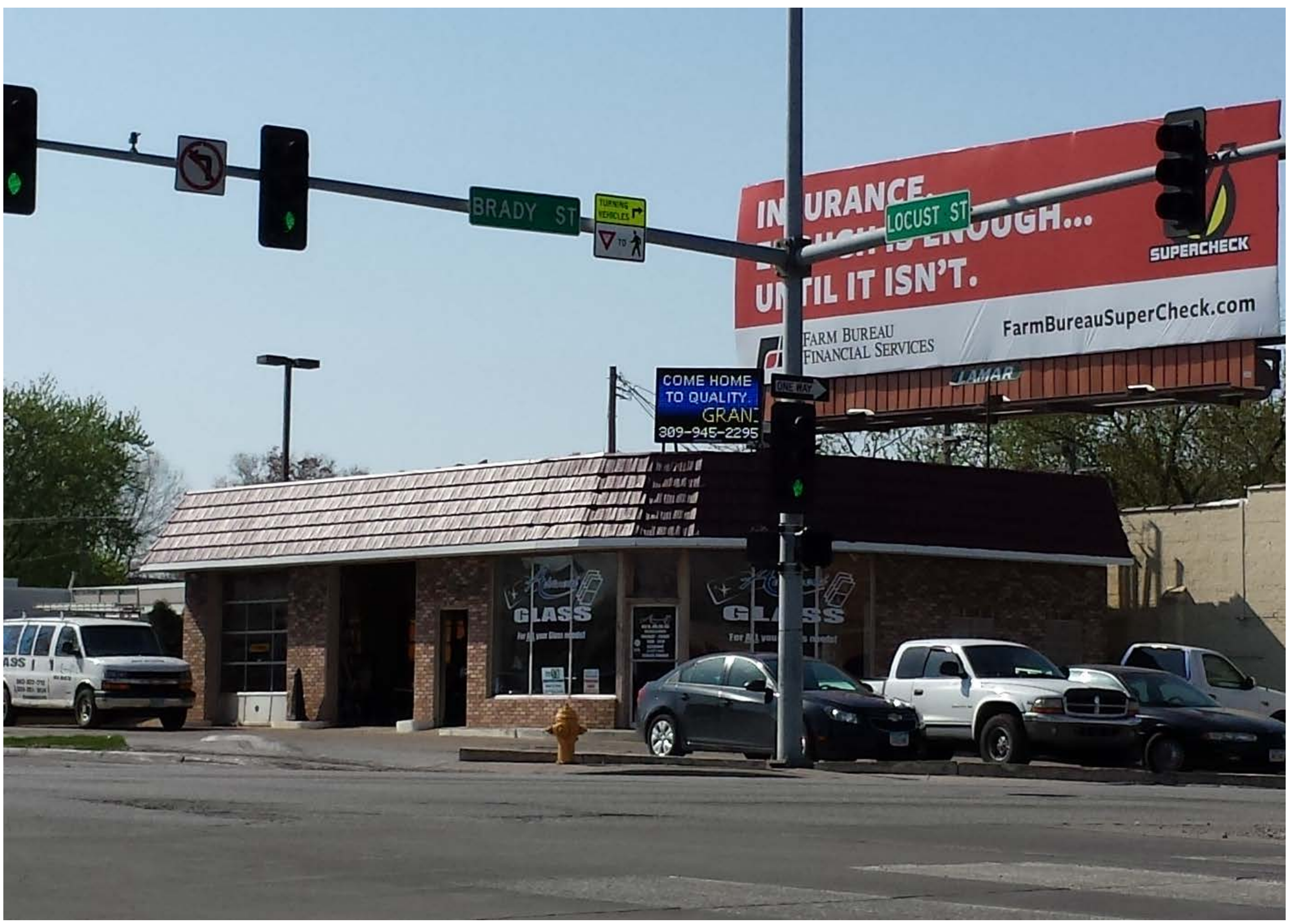
It is staff's opinion that the sign does nothing to preserve or promote pedestrian-oriented character considering that it is mounted on the roof of the building and is oriented toward the Brady Street and Locust Street intersection. In the application for Certificate of Design Approval, the petitioner 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:

Ryan Rusnak, AICP, Planner III
563-888-2022
rrusnak@ci.davenport.ia.us

Print Email

CERTIFICATE OF DESIGN APPROVAL (CDA) APPLICATION
Design Review Board
City of Davenport, Iowa

CITY OF DAVENPORT
Community Planning & Economic Dev.
MAR 24 2015
226 W 4th St
DAVENPORT IA 52801

Date: 3-24-15

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

	Owner	Petitioner* (If not owner)
Name:	Richard Brown	David Howard
Address (Including Zip):	1902 N. Brady St. Davenport IA	1225 E. River Dr. Davenport IA
Daytime Phone:	309-314-7807	319-210-8545
Email Address:		howarddavid81@yahoo.com

***If the petitioner is different from the property owner, please submit a letter signed by the property authorizing the applicant**

Applicable District:

☐ Downtown Design Overlay District
☐ Hilltop Campus Village Overlay District
☐ Historic Shopping District
☐ Residential Infill Design Overlay District

Not sure which district you are in? You can click here for a map of the districts or you can contact Community Planning and Economic Development staff at (563) 326-7765 or planning@ci.davenport.ia.us and we can help you.

When is a certificate of design approval required?
Prior to the commencement of the work.

What type of activity requires the approval of a certificate of design approval?
Downtown Design Overlay District:
- The construction of a building, structure, improvement or sign and which affects the exterior appearance
- Any substantial external appearance charges not requiring a building permit where changes are visible from the public right-of-way.
- Encroachments into and over the public right-of-way.
- The demolition of structures.

Hilltop Campus Village Overlay District
- Alteration or the construction of a new building, structure, parking lot or fence.

Historic Shopping District
- Alteration or the construction of a new building, structure, parking lot or fence.

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

Action / Date
PS7/15/2015

Subject:
<u>First Consideration:</u> 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	Lechvar, Gina	Approved	7/8/2015 - 11:51 AM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:32 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:33 PM

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:

<u>Section 1.</u> 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 ____________________________________

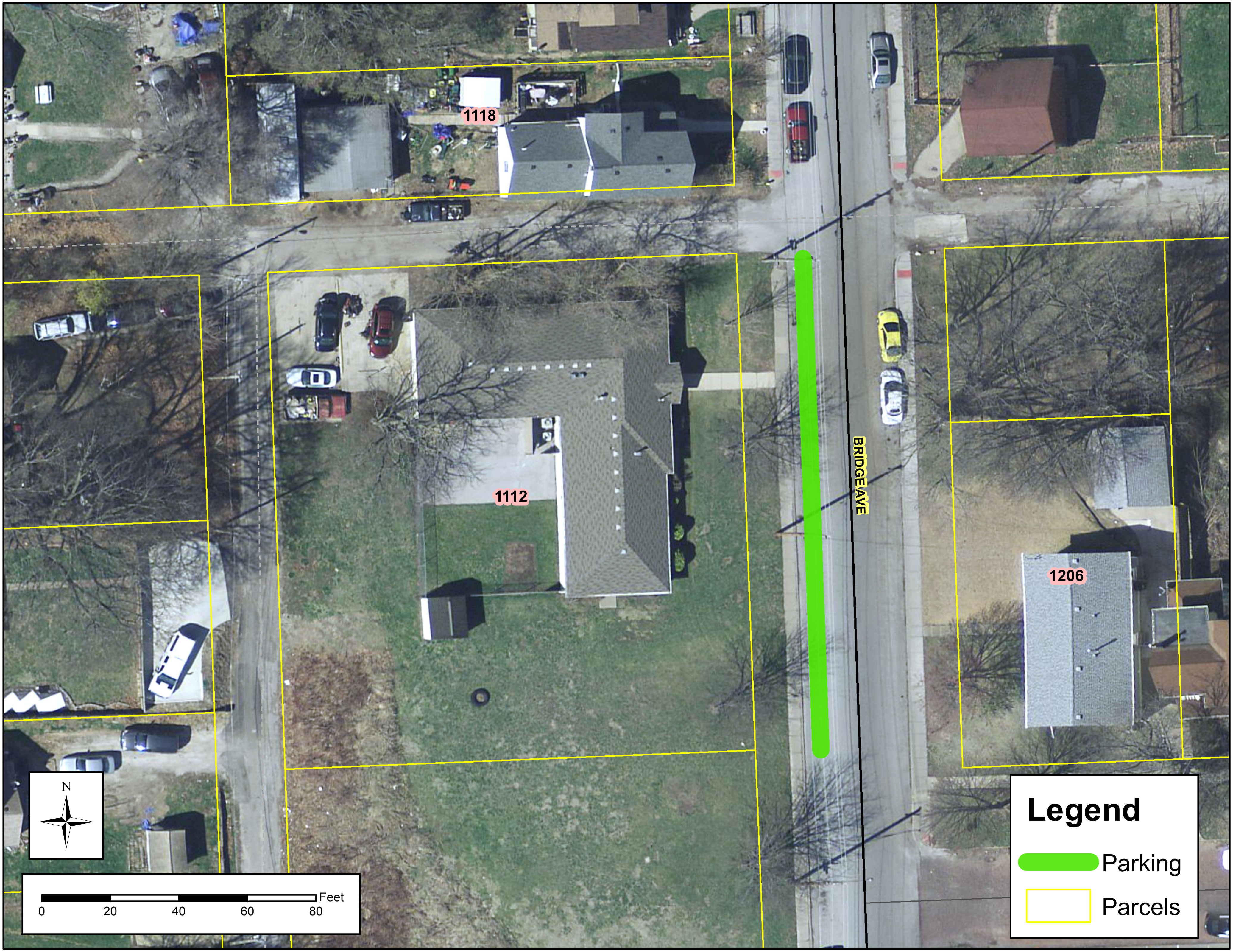
Second Consideration ___________________________________

Approved ___________________________________

____
William E. Gluba
Mayor

Attest: ____
Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____________________________


1118
1112
1206
BRIDGE AVE
N
Feet
0
20
40
60
80
Legend
Parking
Parcels

City of Davenport

Agenda Group: Council	**Action / Date**
Department: City Clerk	**7/15/2015**
Contact Info: Jackie Holecek x6163	
Wards: Various	

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	6/25/2015 - 3:25 PM

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: Public Safety
Department: City Clerk
Contact Info: Jackie Holecek x613
Wards: Various

Action / Date
PS7/15/2015

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	6/25/2015 - 3:30 PM

City of Davenport

Agenda Group: Public Safety **Action / Date**
Department: Finance/Revenue **PS7/15/2015**
Contact Info: Sherry Eastman 326-7795
Wards: Various

Subject:
Motion approving beer and liquor license applications.

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

<u>Ward 1</u>

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

<u>Ward 3</u>

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

<u>Ward 4</u>

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):

<u>Ward 1</u>

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

Recommendation:
Consider the license applications.

Relationship to Goals:
Support local businesses.

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	7/8/2015 - 2:51 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/8/2015 - 2:51 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 4:20 PM

City of Davenport

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

Action / Date
PW7/15/2015

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	Lechvar, Gina	Approved	7/8/2015 - 1:17 PM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:12 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:24 PM

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

16 Day of April, 2013

MIDWEST CHEMICAL, INC.

By: Willis Dean

Willis Dean Managing Member

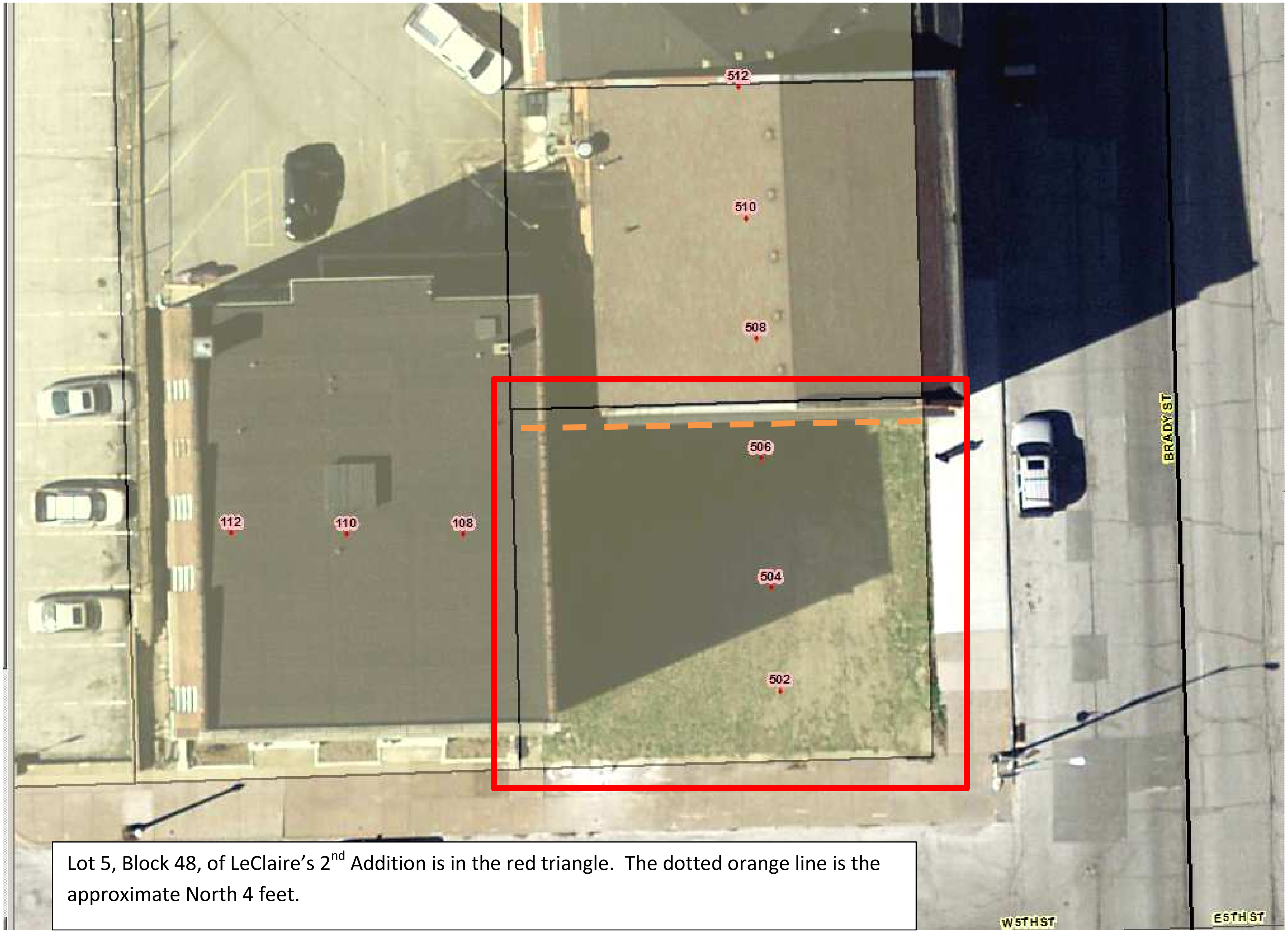
Executed by the CITY this

16 Day of April, 2013

CITY OF DAVENPORT, IOWA

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

Action / Date
PW7/15/2015

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 Lothrup 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. Lothrup 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 Lothrup Development, LLC. This would get the parcel back on the tax rolls and relieve the city the cost of mowing and snow removal. Lothrup Development proposes that the parcel be conveyed for $1.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/8/2015 - 1:15 PM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:12 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:23 PM

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 Lothrup Development, LLC.

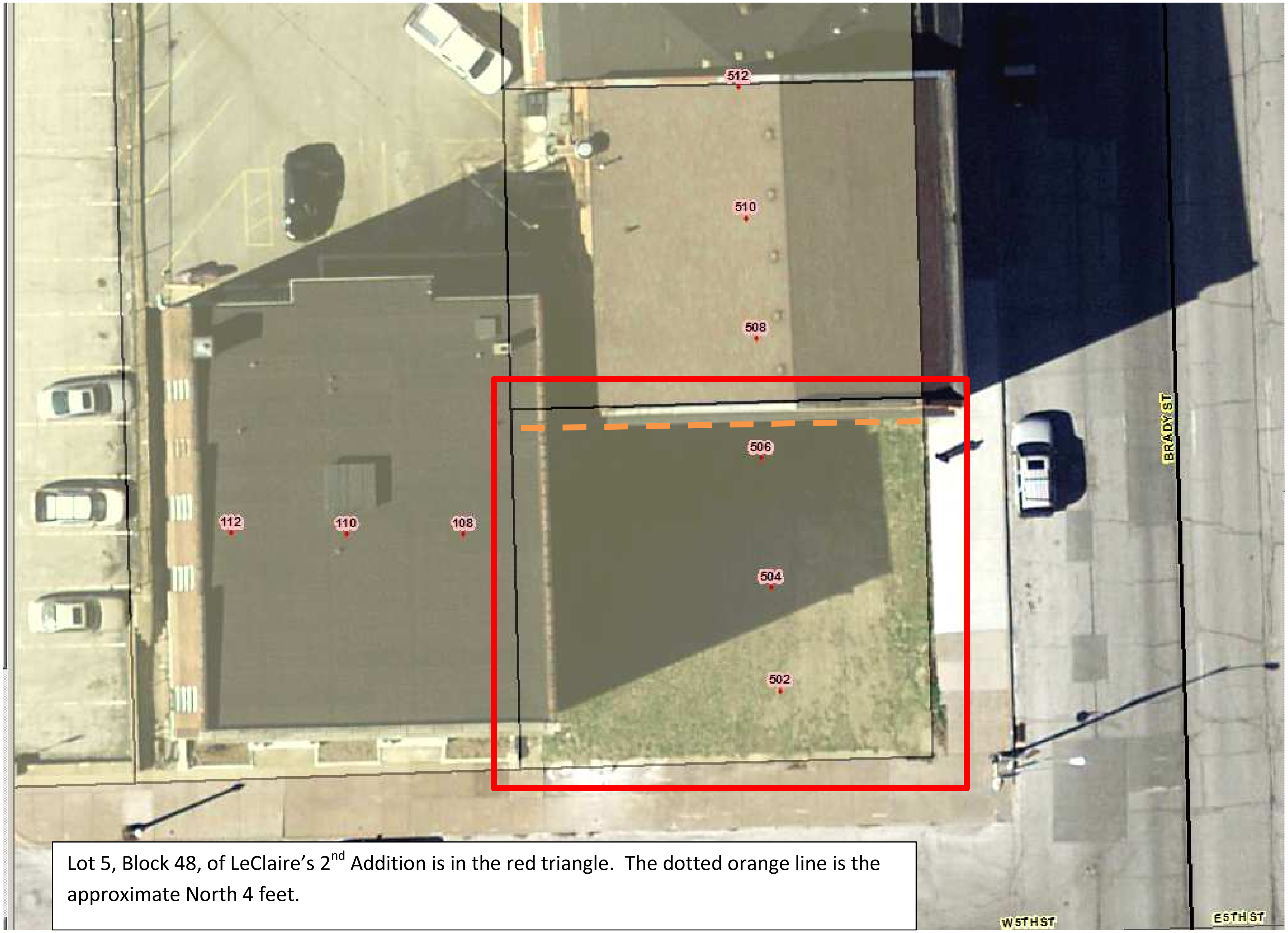
RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City demolished the building at 502 Brady Street; the 3,360 sq. ft. lot has since remained vacant. Lothrup 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 Lothrup Development, LLC. This would get the parcel back on the tax rolls and relieve the city the cost of mowing and snow removal. Lothrup 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 Lothrup 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: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563)327-5155
Wards: 4

Action / Date
PW7/15/2015

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	Lechvar, Gina	Approved	7/8/2015 - 1:24 PM
Public Works Committee	Lechvar, Gina	Approved	7/8/2015 - 5:13 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 5:25 PM

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 REFERNCE 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: ______________________________

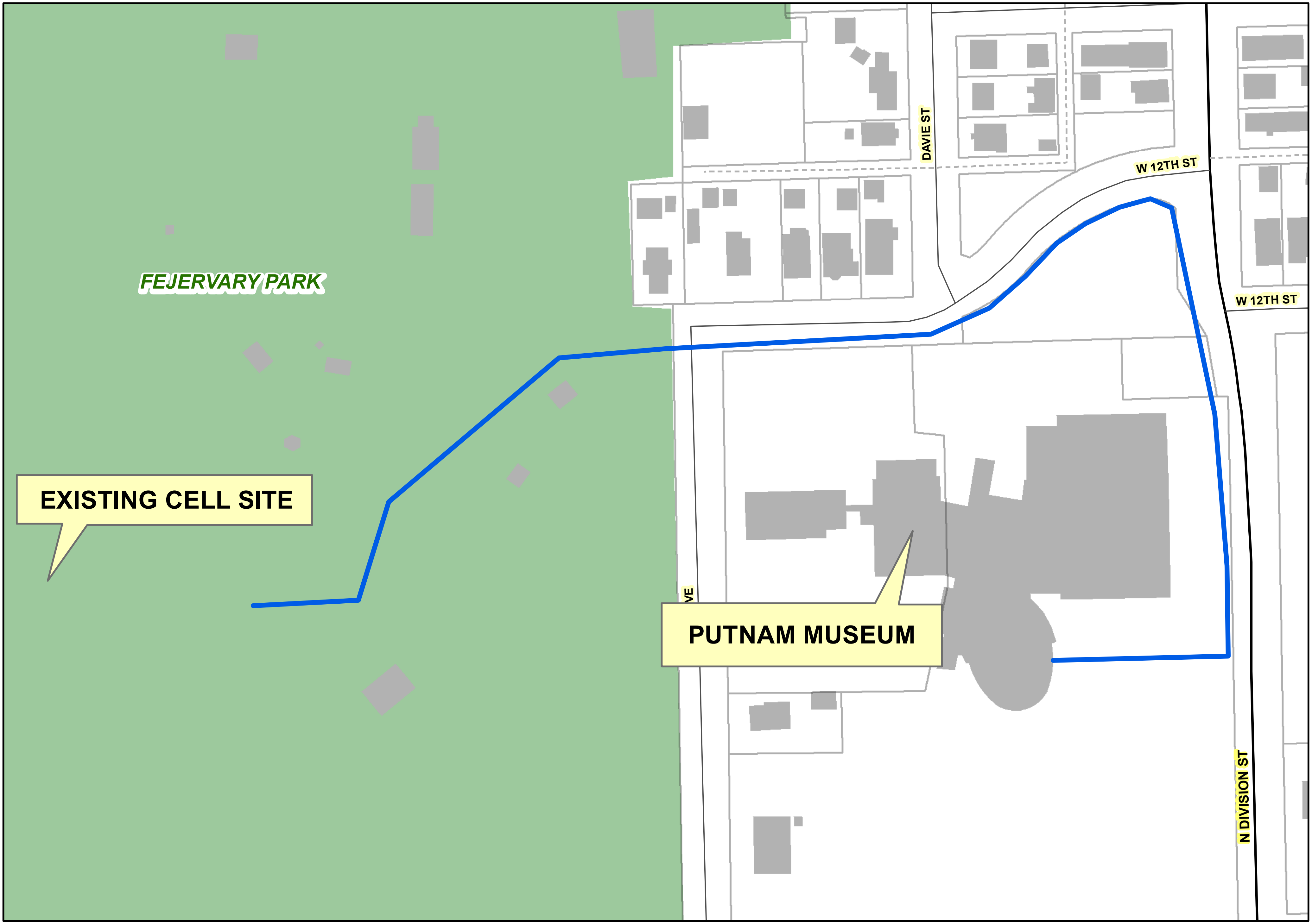
STATE OF ________________)
) SS:
COUNTY OF ______________)

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



N

Proposed Fiber Optic Route

2015 - F8

Map Date: 6/7/2015

Feet
0 100 200 300

City of Davenport

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

Action / Date
FIN6/17/2015

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	7/8/2015 - 5:37 PM

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

Action / Date
FIN7/15/2015

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	Watson-Arnould, Kathe	Approved	7/9/2015 - 11:56 AM
Finance Committee	Watson-Arnould, Kathe	Approved	7/9/2015 - 11:57 AM
City Clerk	Admin, Default	Approved	7/9/2015 - 12:24 PM

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

VENDOR NAME	LOCATION	AMOUNT
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 Wilde
Purchasing

Approved By
Department Director

Approved By Brandi Coz
Budget/CIP

Approved By BW
Finance Director

City of Davenport

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

Action / Date
FIN7/15/2015

Subject:
Motion authorizing the Finance Director to make payment of $1.25 million to the RiverCenter for the Performaning 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	Watson-Arnould, Kathe	Approved	7/9/2015 - 9:56 AM
Finance Committee	Watson-Arnould, Kathe	Approved	7/9/2015 - 9:56 AM

City Clerk	Admin, Default	Approved	7/9/2015 - 10:29 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
TOTAL SOURCES	**$1,742,564.00**
Uses of Funds:	
Replacement Reserve	$1.00
NTCIF Put Price NTCIF would be paid immediately the PUT and Operating Reserve with $479,890.00 coming from the City of Davenport after 7/15/15	$1,242.563.00[2]
City of Davenport – salary reimbursement	$-0-[3]
Quad City Bank & Trust	$500,000.00 principal reduction of debt[4]
TOTAL USES	**$1,742,564.00**

[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. Schwarz

Gregory P. Schwarz Its 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 Nagle

John P Nagle 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.

<u>COMPANY</u>:

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

<u>PURCHASER</u>:

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.

<u>INVESTOR MEMBER</u>:

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: Finance	**Action / Date**
Department: Public Works/Water Pollution Control Plant	**FIN7/15/2015**
Contact Info: Mike Clarke	
Wards: All	

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	Watson-Arnould, Kathe	Approved	7/8/2015 - 2:53 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/8/2015 - 2:53 PM
City Clerk	Admin, Default	Approved	7/8/2015 - 4:20 PM

City of Davenport

Agenda Group: Committee of the Whole | **Action / Date**
Department: Administration | **7/15/2015**
Contact Info: Tom Warner
Wards:

Subject:
Motion to suspend the rules to add and vote on the following resolution.

Recommendation:

Relationship to Goals:

Background:

City of Davenport

Agenda Group: Committee of the Whole | **Action / Date**
Department: CPED | **COW7/15/2015**
Contact Info: Bruce Berger
Wards: 3

Subject:
Resolution amending a Development Agreement for the City Square project (Restoration St. Louis, petitioner).

Recommendation:
Approve the resolution.

Relationship to Goals:
Revitalized neighborhoods and corridors.

Background:
In late 2013, Council approved a Development Agreement with Restoration St. Louis (RSL) for the City Square project. At that time, the entire $60 million project was proposed for the entire half block on the north side of 2nd Street between Main and Brady Streets and also included the First Midwest Bank building at the corner of Brady and 3rd Streets.

In Fall 2014, Scott Community College, in partnership with RSL, announced plans to consolidate their downtown campus with a project that would involve the First Midwest Bank building. In addition to the removal of this property from the City Square project, RSL discovered that the project is more feasible to be separated into two projects. As such, they are asking that the City amend the original Development Agreement by creating a Parker Project and a Putnam Project (which will also include the center building).

With the Parker Project already underway, the private investors and lender are requesting that the attached amendments be approved at the Committee-of-the-Whole meeting to allow their closing to occur. Then in August, it is anticipated that the Putnam Project documents will be brought forward for approval.

In general, the previous terms of the Development Agreement have been preserved, with the assessed values, reimbursement amounts, parking arrangements, etc. apportioned appropriately between what will now be financed as two separate projects. In terms of project timeline, RSL has indicated that work will likely begin on the Putnam phase later this fall.

Approval of this resolution will authorize staff to sign the appropriate documents necessary for commitment of the funds.

ATTACHMENTS:

Type	Description
Cover Memo	Res Parker project
Cover Memo	Amended Development Agreement - Parker

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/14/2015 - 3:11 PM

Resolution No.____________

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION amending a Development Agreement for the City Square project (Restoration St. Louis, petitioner).

WHEREAS, the City of Davenport, Iowa, and the Petitioner (entities incorporated by the developer, Restoration St. Louis or RSL), entered into a Development Agreement in 2013 for the City Square project; and

WHEREAS, the petitioner still proposes to redevelop these properties into hotel suites, market rate housing, retail, and Class A office space; and

WHEREAS, the petitioner desires to modify the properties to be included in the project and to separate this large project into two projects, to be referred to as the Parker Project and the Putnam Project, with the center building remaining as part of the Putnam Project; and

WHEREAS, the City owns and manages three parking ramps that are adjacent or near the subject properties and in which the petitioner may obtain parking agreements to lease/license spaces that will be necessary for the proposed project; and

WHEREAS, the terms of the original agreement are essentially the same, with the assessed values, reimbursement amounts, parking spaces, etc. divided up between the two projects.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that we amend the aforementioned Development Agreement for the Parker Project.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, City Clerk

AMENDED AND RESTATED
ECONOMIC DEVELOPMENT AGREEMENT
AMONG
THE CITY OF DAVENPORT, IOWA
RESTORATION ST. LOUIS, INC.,
CITY SQUARE, LLC,
HOTEL BLACKHAWK, L.L.C.,
AND
NORTH BLOCK, LLC

This AMENDED AND RESTATED ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____ day of ________, 2015, by and among the CITY OF DAVENPORT, a municipal corporation of the State of Iowa (the "City"), RESTORATION ST. LOUIS, INC. a Missouri corporation (the "Developer"), CITY SQUARE, LLC, an Iowa limited liability company ("Parker Owner"), HOTEL BLACKHAWK, L.L.C., an Iowa limited liability company ("Blackhawk Owner") (with respect to Section II of this Agreement only), Blackhawk SLM, Inc., an Iowa corporation, and NORTH BLOCK, LLC, an Iowa limited liability company ("North Block") (with respect to Section IX, Paragraph 9 of this Agreement only).

WITNESSETH:

WHEREAS, Developer, Blackhawk SLM and Blackhawk Owner previously redeveloped the historic Hotel Blackhawk in downtown Davenport, Iowa (the "Blackhawk Project"), and in connection therewith, executed that certain Economic Development Agreement with the City dated October 22, 2008, and amended on June 30, 2009 and September 23, 2009, pursuant to which the City authorized certain Tax Increment Financing with respect to the Blackhawk Project (the "Blackhawk TIF");

WHEREAS, the Blackhawk Project produced a significant economic impact to downtown Davenport, including job creation, business retention and a convention center hotel;

WHEREAS, the Developer and Parker Owner now propose to expand the Blackhawk Project by redeveloping the historic Parker and Putnam buildings, the Center building located in between the Parker and Putnam buildings, and any other real estate acquired by Parker Owner in furtherance of the expansion of the Blackhawk Project or the City Square Project (as defined herein) (collectively, the "Buildings"), located in the southern half of the City block bound by an alley to the North, N. Brady Street to the East, East Second Street to the South, and Main Street to the West;

WHEREAS, the redevelopment is intended to be comprised of the renovation of the Parker Building (the "Parker Project") and the renovation of the Putnam Building and Center Building (collectively, the "Putnam Project") which together will consist of a mix of hotel, apartments, commercial, retail, public areas, meeting space and parking (the Parker Project and the Putnam Project are collectively referred to herein as the "City Square Project");

WHEREAS, the preliminary conceptual plans for the City Square Project include the following proposed improvements, which proposed improvements may be modified in Parker Owner's reasonable discretion to reflect then-current market and economic conditions:

a. The Putnam Building will be redeveloped into approximately 48,000 square feet of hotel rooms with related food and beverage amenities and approximately 16,000 square feet of market rate residential units.

b. The Parker Building will be redeveloped into approximately 85,000 square feet of commercial (Class A office) space and 30,000 square feet of market rate residential units.

c. The Center Building will be redeveloped into approximately 44,000 square feet of retail and office space, along with related hotel meeting room, fitness center, and related amenities.

WHEREAS, the Developer, Parker Owner, North Block, Blackhawk Owner and the City (the "Original EDA Parties") entered into that certain Economic Development Agreement dated December 18, 2013 (the "Original EDA") pertaining to, among other things, the development of the entire City Square Project as one project;

WHEREAS, Original EDA Parties have determined that Developer is better able to finance the City Square Project as two separate projects rather than one larger project, provided however that the financial assistance provided for in the Original EDA is not increased as a result of the two separate projects but is divided between such projects as set contemplated below;

WHEREAS, the Developer still plans to expend considerable sums (approximately $60 million) in order to redevelop the entire the City Square Project, but intends to develop the Parker Project first, and immediately thereafter develop the Putnam Project;

WHEREAS, the Developer has established Parker Owner, an affiliated company, for the purpose of separately developing, owning and leasing of the Parker Project upon completion of all due diligence items and finalization of all necessary agreements;

WHEREAS, the Developer has established Putnam Landlord, LLC ("Putnam Owner"), an affiliated company, for the purpose of separately developing, owning and leasing of the Putnam Project upon completion of all due diligence items and finalization of all necessary agreements;

WHEREAS, Blackhawk SLM is the duly registered holder of the TIF notes issued in connection with the Blackhawk TIF, and desires and intends to become the duly registered holder of the TIF notes contemplated herein;

WHEREAS, the Original EDA Parties now desire to amend and restate the Original EDA in its entirety to limit this Agreement solely to the development of the Parker Project, and the City, Developer and its affiliates will execute a separate economic development agreement with respect to the development of the Putnam Project;

WHEREAS, the City owns certain parking ramps necessary for the operation of the

Parker Project and City desires to enter into agreements with the Parker Owner regarding a license to park within the parking ramps as more specifically set forth herein;

WHEREAS, pursuant to factors listed in Chapter 15A of the Code of Iowa (hereinafter referred to as the "Code") the City Council of the City has determined that:

1. The Parker Project will add diversity and generate new opportunities for the Davenport and Iowa economies;

2. The Parker Project will generate public gains and benefits, particularly in the retention of employment opportunities and new real estate development with associated value, which warrant the amount of the proposed economic development assistance;

3. The proposed funding for the Parker Project meets the conditions of said Chapter 15A of the Code related to the retention of jobs and the expansion of business in the City of Davenport, Scott County, Iowa; and

4. A public purpose will reasonably be accomplished by providing financial assistance to support the Parker Project, and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, the parties hereto amend and restate the Original EDA as follows:

The recitals specified above are by this reference incorporated into this Agreement.

SECTION I
Tax Increment Financing – Parker Project

A. THE CITY'S OBLIGATIONS

1. The City Council has established the Downtown Tax Increment Financing District, which includes the Buildings.

2. The City shall issue to the Parker Owner (or to a third party at the direction of Parker Owner, which Parker Owner hereby designates as Blackhawk SLM) a negotiable Tax Increment Financing Note (the "Parker TIF Note") in the amount of Six Million Two Hundred Fifty Thousand and 00/100 Dollars ($6,250,000.00) substantially in the form attached hereto as Exhibit A. The Parker TIF Note shall (a) bear interest at the rate of 6.0%, (b) be payable biannually solely from "Available TIF Note Revenues" (as defined below in Section I.C.3) no later than June 1 and December 1 of each year during the term; (c) provide that payments are applied first to accrued interest and then to outstanding principal; and (d) have a maturity date of twenty (20) years which is triggered by the first year that TIF reimbursements start (such that no payments shall be required under the Parker TIF Note after such maturity date).

3. Payments on the Parker TIF Note shall not be a general obligation of the City and

shall be paid solely from incremental property taxes received by the City and from the Scott County Treasurer which are attributable to the Parker Project. All payments are subject to approval and annual appropriation action by the City Council. The City agrees to count the full annual debt service payment amount up to $1,250,000 of the Parker TIF Note against City's constitutional and statutory debt limitations.

4. As provided in the public notice of the public hearing with regard to the obligations for the City Square Project and as set forth in the Original EDA, the total TIF reimbursement amount in connection with the City Square Project is to not exceed twenty-five million nine hundred thousand dollars ($25,900,000) (the "Maximum TIF Amount"). The Maximum TIF Amount is hereby divided between the Parker Project and the Putnam Project, as follows: the total TIF reimbursement amount through the term of the Agreement in connection with the Parker Project shall not exceed ten million seven hundred ninety-one thousand six hundred sixty-seven dollars ($10,791,667) (the "Parker Maximum TIF Amount"), and the total TIF reimbursement amount through the term of a separate economic development agreement in connection with the Putnam Project shall not exceed fifteen million one hundred eight thousand thirty-three dollars ($15,108,333) (the "Putnam Maximum TIF Amount").

B. THE DEVELOPER'S OBLIGATIONS

1. The Developer and Blackhawk SLM agree to pay or cause the Parker Owner to pay property taxes on the assessed value of the Parking Building in a timely fashion. The Developer agrees to furnish the City a copy of the receipt for its property tax payments not later than April 15 and October 15 of the respective TIF Note payment. The Developer and Blackhawk SLM agree that the net gain in taxable values to be created by the Parker Project will be sufficient to completely amortize the repayment of the Parker TIF Note (including both principal and interest).

2. In order to ensure that the TIF Note payments are paid in timely fashion as specified in this Agreement, the Parker Owner hereby waives, during the term of this Agreement, the right to apply for any exemption for the taxable value of the improvements referenced in this Agreement and the MARA which would reduce the property taxes to be paid as obligated in these agreements. This provision shall not be deemed to preclude the Parker Owner from appealing any property assessment in excess of the Minimum Assessment Amount.

3. Subject to the execution of a mutually acceptable Confidentiality Agreement, the Parker Owner shall, during the term of this Agreement, make available at the Parker Owner's office in Davenport, Iowa, copies of its most recent financial statements for examination by the City Administrator or his designee for the purpose of verifying the Parker Owner's financial ability to complete the Parker Project.

4. Developer and/or Parker Owner agree to submit documentation to the County Recorder for a horizontal property regime for the housing units in the project (anticipated to occupy two floors of the Parker building), such that said documentation can be recorded by the County prior to December 1, 2015. Prior to such submission, Developer and/or Parker Owner must also provide a an appraisal of the aggregate building value of the housing units included in

the horizontal property regime. This is what will be used to establish the base value of the housing units as it is understood that the Developer/Parker Owner will likely apply for Urban Revitalization Tax Exemption benefits for the housing units, once the horizontal property regime has been accepted and the housing parcel(s) is known.

5. It should be noted that, since residential use is NOT subject to this TIF Agreement, this minimum assessed value must be over and above the assessed value of the residential units, which shall be structured as a separate horizontal condominium regime or vertical subdivision and taxed as a separate parcel. Any present or future residential use shall be subject to the same exemption from the TIF increment calculation.

C. MINIMUM ASSESSMENT/REVENUE AGREEMENT

1. The City and Parker Owner hereby agree to execute a Minimum Assessment/Revenue Agreement in the form attached hereto as Exhibit B (the "Parker MARA"). The Parker MARA will set forth the minimum actual value to be assessed for the Parker building commencing on January 1, 2016. The base value of the Parker building shall be $545,200 (which is the 2015 assessed value of the building). The Increment for the Parker building set forth in the Parker MARA will be $15,907,533, which will be added to the base value, resulting in a Minimum Assessment Amount of $16,452,733.

2. The above Parker MARA is predicated on several assumptions related to timing and interest on the Parker TIF Notes. Notably, it is agreed that the Parker TIF Notes will be issued in the month of January 2017, or in such other month as the Parker Owner, Blackhawk SLM and the City shall agree. Further, the Parker Owner agrees that it will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on or before December 1, 2017. As such, it is acknowledged that interest on the Parker TIF Notes will accrue on its issue date until this first payment amount. Provided however, any principal and interest in excess of the Parker Maximum TIF Amount shall not be the responsibility of the City.

3. For purposes of this Agreement, Available TIF Note Revenues shall be equal to the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Parker Building that are actually paid by Parker Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Parker Owner that are exempt from payment into the City's special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal to the lower of (i) the base amount in effect as of the date of this Agreement, or (ii) the base amount in effect after the final non-appealable determination of Parker Owner's tax appeal currently pending with the Board of Review for the City of Davenport, Iowa (Equity No. 123268). For purposes hereof, the Applicable Percentage shall mean (i) for payments on the TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on the TIF Note, ninety percent (90%).

4. Blackhawk SLM or the duly registered holder of the Parking TIF Note, upon providing written notice to City prior to issuance of the Parker TIF Note, may elect to cause the

City to issue multiple Parker TIF Notes having the same substantive terms of the TIF Note, provided that the aggregate principal amount of such Parker TIF Notes issued hereunder shall not exceed $6,250,000. Similarly, Blackhawk SLM or the duly registered holder of any Parker TIF Note that has been previously issued by the City, may upon surrendering such Parker TIF Note, cause the City to issue one or more replacement notes, provided that the aggregate principal amount of all such notes shall not exceed $6,250,000. At any time during which multiple Parker TIF Notes are issued and outstanding, each such Parker TIF Note shall provide that payments are to be made to the holders of such Parker TIF Notes from Available TIF Note Revenues on a pari passu basis.

5. Upon execution of this Agreement, the Parker Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.

SECTION II
Tax Increment Financing – Hotel Blackhawk

1. In connection with the Blackhawk TIF, the City, Blackhawk Owner and the City Assessor of the City of Davenport, Scott County, Iowa entered into that certain Minimum Assessment/Revenue Agreement dated March 25, 2009 (the "Blackhawk MARA"), pursuant to which the Parker Owner agreed that effective January 1, 2011, the minimum increment to the assessed value for the Blackhawk Project is $12,000,000. Given that the base value of the properties prior to beginning the project was $1,400,000, the resulting minimum assessed value upon project completion would be $13,400,000. Commencing with the January 1, 2015 valuation (reflected in the September 2016 and March 2017 payment deadlines) and continuing through the January 1, 2027 valuation (September 2028 and March 2029 tax payments), for each year in which the actual assessment of the Blackhawk Project exceeds the Minimum Assessment Amount of $13,400,000 (such excess being referred to as the "Blackhawk Excess Assessment"), the City shall rebate to Blackhawk Owner (or Blackhawk Owner's designee) an amount equal to the taxes paid by Blackhawk Owner attributable to the Blackhawk Excess Assessment (hereinafter the "Blackhawk Rebate"), said rebate being permitted pursuant to Iowa Code Section 403.19. Such Blackhawk Rebate shall be made to Blackhawk Owner (or Blackhawk Owner's designee) within thirty (30) days of the City's receipt from the County Treasurer of Blackhawk Owner's payment of taxes levied on the Blackhawk Owner Project. The Blackhawk Owner Rebate shall not be applicable to any taxes paid by Blackhawk Owner that are exempt from payment into the City's special fund under Iowa Code Section 403.19(2)(a).

SECTION III
Hotel/Motel Tax Refund

1. As an expansion of the Blackhawk Project, the Parker Project shall benefit from the same Hotel Tax rebate schedule as the Blackhawk Project. Accordingly, the City shall rebate

to Parker Owner a portion of its share of the hotel/motel taxes ("Hotel Taxes") collected by Parker Owner, generated by the City Square Project and paid to the Iowa Department of Revenue. Such rebates shall be for all Hotel Taxes collected starting with the substantial completion of the Parker Project and shall continue until December 31, 2031. The portion of the City's Hotel Taxes that shall be rebated to the Parker Owner shall be as follows:

Period	City's Hotel Taxes Rebated
January 1, 2014 through December 31, 2024	90%
January 1, 2025 through December 31, 2029	75%
January 1, 2030 through December 31, 2031	50%

2. The City shall rebate the Hotel Taxes to the Parker Owner on a quarterly basis, or within thirty (30) days from receipt of said tax revenue from the State Department of Revenue.

3. Should the ownership of the City Square Project, or any portion thereon, be transferred from the Parker Owner to any third party, the benefits of the rebate of the Hotel Taxes specified by this Section III shall accrue to any such third party and subsequent owners during the entire rebate period.

SECTION IV
Enterprise Zone Program

1. The Parker Owner has applied for certain benefits under the Enterprise Zone Program (hereinafter referred to as the "EZ Program" or "EZ"), including certain sales tax rebates and investment tax credits.

2. The City has assisted the Parker Owner in explaining the Enterprise Zone benefits and agrees to continue such assistance and to coordinate and endorse the Parker Owner's efforts with the Iowa Economic Development Authority (hereinafter referred to as the "IEDA"). The City further agrees to provide a declaration of blight for the City Square Project acceptable to the IEDA to make the investment tax credit eligible to be transferred.

SECTION V
Parking

1. The City shall reserve not less than 90 parking spaces in the RiverCenter Ramp and RedStone Ramp to allow City to enter into parking space arrangements directly with Parker Owner and/or Parker Owner's retail and office tenants or Parker Owner on terms and conditions agreed to by City and such tenants, but generally in accordance with the following:

Garage	Number of Spaces	Type	Location	Cost/Month
River Center Ramp	53	Office/Retail	TBD	$65
Red Stone Ramp	37	Office/Retail	TBD	$55

2. To the extent the City and Parker Owner and/or Parker Owner's retail and office tenants do not enter into parking space arrangements for any portion of the 90 parking spaces within one (1) year of completion of the Parker Building, then such spaces for which a parking space arrangement was not entered into shall revert to the City and the Parker Owner and its tenants shall have no interest therein. Any license(s) or other parking space arrangements entered into hereunder shall have a maximum term and may include one or more options to renew, but in no event shall extend beyond 20 years, including any extension options.

3. The parking rate structure for the above may be adjusted by the City from time to time, to account for inflation. As such, on even years (i.e., 2016, 2018, etc.), an average of the Consumer Price Index (CPI-All Urban Consumers, as reported by the U.S. Bureau of Labor Statistics, http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0200SA0,CUUS0200SA0) shall be used to determine the increase in license fee per space, rounded up to the nearest half-dollar or whole dollar. The Licensee shall make the payments herein specified, and all other charges, to City at: Finance—Revenue Department, 226 West Fourth Street, Davenport, Iowa, 52801, or to such other address or addresses as City shall, from time to time, designate in writing.

4. Upon written notice to the City, Parker Owner may assign all of its right, title and interest in and to all or some of the reserved parking spaces under this Section V to the Putnam Owner, provided that Putnam Owner assumes in writing the respective obligations under this Section V.

SECTION VI
Local Construction Participation

1. The Parker Owner shall hire a general contractor to perform a competitive market-driven process for the subcontracting and purchasing of supplies for the Parker Project. The Parker Owner desires to cause its general contractor to award subcontracts and make supply purchases (the "Purchases") in Iowa, Illinois, and the Quad Cities metropolitan area (the "Local Market"). The Parker Owner hereby agrees to use its best efforts to award Purchases in the Local Market in the amount of at least $6,250,000.00 (the "Minimum Purchase Amount").

SECTION VII
Termination of Lease and Banquet and Meeting Space Operations Agreement (BMSOA)

1. That certain Termination and Mutual Release Agreement, dated December 18, 2013, executed by the City and Hotel Blackhawk Operator, L.L.C., an Iowa limited liability company, in connection with the execution of the Original EDA shall remain in full force and effect.

SECTION VIII
Explore Community Development Entity (CDE) Status

1. Developer, Parker Owner, and City agree to explore whether establishing the City

as a Community Development Entity (CDE) for purposes of obtaining New Markets Tax Credit (NMTC) allocations might benefit both the City Square Project and other qualifying economic development projects in the future. All parties agree that such status entails legal, organizational, financial costs and may not result in successful designation or a future allocation of credits. Further, the City may have additional procedural steps and/or barriers requiring further review. All parties acknowledge that the above process may require additional resources from each partner, which may ultimately prohibit further pursuit of this status.

SECTION IX
General

1. In the event of the default by Parker Owner, Blackhawk Owner, Developer or Blackhawk SLM of the terms and conditions of this Agreement, the City shall give written notice to Parker Owner, Blackhawk Owner, Developer or Blackhawk SLM, as applicable, of the alleged default, setting forth the facts and circumstances in support thereof. Such party shall have ninety (90) days from receipt of such written notice within which to cure such default (or such additional period as may be required under the circumstances to cure the alleged default, if the same is not capable of being cured within said ninety (90) day period and the Parker Owner, Blackhawk Owner, Developer or Blackhawk SLM, as applicable, promptly undertakes and diligently proceeds in good faith to cure the same). If, in the good faith determination of the City, the Parker Owner, the Blackhawk Owner, Developer or Blackhawk SLM, as applicable, fails to cure the alleged default within the time period afforded to it, then upon written notice by the City to the Parker Owner, Blackhawk Owner, Developer or Blackhawk SLM, as applicable, this Agreement shall be terminated as to party and shall have no further force and effect. The City shall also have the right to exercise any right or remedy provided by law or in equity.

2. Events of default by the Parker Owner, Blackhawk Owner, Developer or Blackhawk SLM shall include (A) the failure to commence and complete construction in a timely manner; (B) the failure to pay property taxes to the Scott County Treasurer in a timely manner; (C) expenditure of all or any part of the funds received hereunder for purposes other than for the Parker Project; and (D) the failure to fulfill any material obligation under this Agreement.

3. The Parker Owner, Developer or Blackhawk SLM shall use their best effort to construct the Parker Project in a timely manner. If construction is delayed by fire, catastrophe, strikes, acts of God, inability or difficulty in obtaining materials, or by any other cause outside of such parties' control, neither the Parker Owner, Developer or Blackhawk SLM shall have any liability as the result of such delay. The construction of the Parker Project shall comply with all applicable local codes and Ordinances, including building and fire code regulations.

4. In the event of a default by the City of the terms and conditions of this Agreement, the Parker Owner, Developer and Blackhawk SLM shall have the right to any rights and remedies available at law or in equity to enforce the terms of the Agreement, including, without limitation, the right to bring an action seeking specific performance by the City of its obligation to make payment to the Parker Owner, Developer and Blackhawk SLM under the terms of this Agreement.

5. Parker Owner and Blackhawk Owner may assign all of their respective right, title and interest in and under this Agreement to any (i) transferee of the Buildings or the Hotel Blackhawk Owner, or (ii) affiliate of Parker Owner or Blackhawk Owner, without obtaining the prior consent of the City (including, without limitation all agreements regarding Tax Increment Financing, the Blackhawk Rebate, the Hotel Tax, the Enterprise Zone Program and parking), provided such transferee or assignee agrees in writing to be bound by such Owner's duties and obligations hereunder.

6. This Agreement represents the entire understanding and agreement between the parties hereto with respect to the specific subject matter hereof except for those related documents referenced herein; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented or modified except by an instrument in writing, signed by the party against whom the enforcement of any such amendment, supplement or modification is sought.

7. Parker Owner's, Blackhawk Owner's, Developer's and Blackhawk SLM's and City's obligations hereunder shall be contingent upon Parker Owner securing financing for the Parker Project on terms and condition satisfactory to Parker Owner in Parker Owner's sole and absolute discretion (the "Contingency") on or before September 30, 2015 (the "Contingency Date"); subject to the right of Parker Owner to waive or remove the Contingency. At any time on or before the Contingency Date, the Parker Owner may give City written notice of the satisfaction or waiver or removal of the Contingency. In the event Parker Owner does not provide City with a written notice satisfying or waiving the Contingency by the Contingency Date the Contingency shall be deemed waived and removed and this Agreement shall remain in full force and effect.

8. The administrative staff of the City shall have the full power and authority to consent to any collateral assignment of this Agreement to any lender of the Parker Owner.

9. The terms of this Agreement shall be governed by the laws of the State of Iowa.

10. North Block shall have no further obligations under the Original EDA, as amended and restated by this Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF DAVENPORT, IOWA

By__________________________
William E. Gluba, Mayor

CITY SQUARE, LLC

By: _______________________
Amrit Gill, Member

By: _______________________
Amy Gill, Member

RESTORATION ST. LOUIS, INC.

By: _____________________________
Amrit Gill, President

HOTEL BLACKHAWK SLM, INC.

By: ____________________________
Amrit Gill, President

AS TO SECTION IX, PARAGRAPH 9 ONLY:

NORTH BLOCK, LLC

By: _______________________
Amrit Gill, Member

By: _______________________
Amy Gill, Member

AS TO SECTION II ONLY:

HOTEL BLACKHAWK, L.L.C.

By: ________________________
Amrit Gill, Member

By: ________________________
Amy Gill, Member

EXHIBIT A
(form of Parker TIF Note)

THIS TIF NOTE OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY TO "APPROVED INVESTORS," AS DEFINED HEREIN, AND IN ACCORDANCE WITH THE PROVISIONS HEREOF.

UNITED STATES OF AMERICA
STATE OF IOWA

CITY OF DAVENPORT, IOWA

TAX INCREMENT REVENUE NOTE
(Parker Project)

Interest Rate:	Maturity Date:	Issuance Date:	CUSIP Number:
6%	______________	______________	None

REGISTERED OWNER: Hotel Blackhawk SLM, Inc.

PRINCIPAL AMOUNT: $6,250,000

The CITY OF DAVENPORT, IOWA, a municipal corporation of the State of Iowa (the "City"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns or transferees, the Principal Amount shown from time to time on Schedule A attached hereto on the Maturity Date shown above unless called for redemption prior to the Maturity Date, and to pay interest thereon from the effective date of registration shown from time to time on Schedule A attached hereto or from the most recent Payment Date to which interest has been paid or duly provided for, at the Rate of Interest shown above computed on the basis of a 360-day year of twelve 30-day months. Interest and principal shall be payable no later than June 1 and December 1 of each year (each, a "Payment Date"), commencing on December 1, 2017 in accordance with the Amended and Restated Economic Development Agreement among City Square, LLC, the City, and certain other parties dated as of ________________, 2015 (the "Economic Development Agreement"), until the earlier of this TIF Note being paid in full or the Maturity Date set forth above. This TIF Note shall bear interest from their registration date or from the most recent Payment Date to which interest has been paid or duly provided for. Interest that accrues but remains unpaid on any Payment Date shall be compounded semi-annually.

Payments on the TIF Note shall not be a general obligation of the City. The City agrees to count the full annual debt service payment amount up to $1,250,000 of the TIF Note against City's constitutional and statutory debt limitations. Any payments on the TIF Note above such amount shall be subject to annual appropriation by the City Council.

Further, to assure that there is sufficient increment to support the principal and interest payments, a Minimum Assessment/Revenue Agreement (MARA) is hereby attached hereto. Said MARA establishes a minimum assessment of $16,452,533 which includes the base amount of the Jan 1, 2015 assessment of $545,200.

The above MARA is predicated on several assumptions related to timing and interest on the TIF Note. Notably, it is agreed that the TIF Note will be issued in approximately the month of January 2017. Further, the Parker Owner agrees that they will pay the taxes due in September 2015 and 2016 and March 2016 and 2017, respectively, but not receive any TIF reimbursement, since State law only allows a maximum 20-year TIF period. The intent is that the TIF period will begin with the first reimbursement, expected to occur on December 1, 2017. As such, it is acknowledged that interest on the TIF Note will accrue on its sale date until this first payment amount. Provided however, any principal and interest in excess of the Parker Maximum TIF Amount shall not be the responsibility of the City.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Redevelopment Agreement.

THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE TERMINATE TWENTY YEARS FROM THE FIRST YEAR IN WHICH THE FIRST PAYMENTS ARE MADE HEREUNDER, WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HEREON HAS BEEN PAID IN FULL.

Subject to the preceding paragraph, the principal of and interest on this TIF Note shall be paid at maturity to the person in whose name this TIF Note is registered at the maturity date hereof, upon presentation and surrender of this TIF Note to the City. The principal of and interest on this TIF Note shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. The principal of or interest on this TIF Note shall be payable by check or draft to the person in whose name this TIF Note is registered on each Payment Date.

Regardless of any other provision, City reserves the right to pre-pay and retire this TIF Note prior to maturity with no penalty cost or charge whatsoever for such pre-payment.

This TIF Note and the interest thereon shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest, by the Available TIF Note Revenues. "Available TIF Note Revenues" means the Applicable Percentage (as defined below) of all incremental tax revenues subject to tax increment financing under Iowa Code Section 403 attributable to the Parker Project that are actually paid by Parker Owner to the Scott County Treasurer and received by the City, exclusive of (a) any taxes paid by Parker Owner that are exempt from payment into the City's special fund under Iowa Code Section 403.19(2)(a), and (b) the base amount of tax revenues equal to the lower of (i) the base amount in effect as of the date of this Agreement, or (ii) the base amount in effect after the final non-appealable determination of Parker Owner's tax appeal currently pending with the Board of Review for the City of Davenport, Iowa (Equity No. 123268). For purposes hereof, the Applicable Percentage shall mean (i) for payments on this TIF Note paid from December 1, 2017 through June 1, 2021, one hundred percent (100%), and (ii) for the remainder of the payments on this TIF Note, ninety percent (90%).

It should be noted that, since residential use is NOT subject to this TIF Agreement, this minimum assessed value must be over and above the assessed value of the residential units, which shall be structured as a separate horizontal condominium regime or vertical subdivision and taxed as a separate parcel. Any present or future residential use shall be subject to the same exemption from the TIF increment calculation.

This TIF Note shall be special, limited obligations of the City payable solely from and secured as to the payment of principal and interest by a pledge of the Available TIF Note Revenues. The taxing power of the City is not pledged to the payment of this TIF Note either as to principal or interest. This TIF Note shall not be or constitute a general obligation of the City, nor shall it constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction. THE OBLIGATIONS OF THE CITY WITH RESPECT TO THIS TIF NOTE SHALL TERMINATE ON THE FIRST TO OCCUR OF THE FULL PAYMENT AND DISCHARGE OF THIS TIF NOTE OR THE MATURITY DATE (WHETHER OR NOT THE PRINCIPAL AMOUNT OR INTEREST HAS BEEN PAID IN FULL).

Available TIF Note Revenues shall be applied to payments on this TIF Note as follows:

First, to pay all or any portion of past due interest owing as a result of prior deficiencies of moneys to pay interest due on this TIF Note on each Payment Date;

Second, an amount sufficient to pay all or any portion of the accrued interest becoming due and payable on this TIF Note on such Payment Date;

Third, an amount sufficient to pay the principal on this TIF Note;

Fourth, to the City after all principal and interest has been paid hereunder.

This TIF Note may be transferred or exchanged only upon surrender of this TIF Note together with a written instrument of transfer satisfactory to the City duly executed by the Registered Owner or the Registered Owner’s duly authorized agent.

THE REGISTERED OWNER HEREOF EXPRESSLY AGREES, BY SUCH REGISTERED OWNER’S ACCEPTANCE HEREOF, THAT THE RIGHT TO PURCHASE, TRANSFER, ASSIGN OR NEGOTIATE THIS TIF NOTE SHALL BE LIMITED TO PURCHASE, TRANSFER, ASSIGNMENT OR NEGOTIATION TO APPROVED INVESTORS. “Approved Investor” means (a) City Square, LLC, Hotel Blackhawk SLM, Inc., or any party or entity related to such parties by one of the relationships described in Section 267(b) of the Internal Revenue Code of 1986, as amended, (b) an “accredited investor” under Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, (c) a “qualified institutional buyer” under Rule 144A promulgated under the Securities Act of 1933 or (d) any general business corporation or enterprise with total assets in excess of $50,000,000.

Subject to the limitations of the preceding paragraph, upon surrender thereof to the City, the City shall transfer or exchange this TIF Note for a new TIF Note of the same maturity and in the same principal amount as the outstanding principal amount of this TIF Note that was presented for transfer or exchange.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this TIF Note have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the CITY OF DAVENPORT, IOWA has executed this TIF Note by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Register, and its official seal to be affixed or imprinted hereon, and this TIF Note to be dated as of the effective date of registration as shown on Schedule A attached hereto.

CITY OF DAVENPORT, IOWA

By:__________________________________
Mayor

Attest:
(Seal)

____
City Register

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within TIF Note and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________ agent to transfer the within Note on the books kept by the City for the registration thereof, with full power of substitution in the premises.

Dated: __________________.

____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Note in every particular.

Signature Guaranteed By:

____

(Name of Eligible Guarantor Institution)

By: ______________________________

Title: ________________________

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution as defined by SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

SCHEDULE A

RECORD OF PAYMENTS AND OUTSTANDING PRINCIPAL AMOUNT

Date	Additions to Principal Amount	Principal Amount Paid	Outstanding Principal Amount	Authorized Signatory of City Officer
_________ __, _	$6,250,000	$0.00	$6,250,000	_____________
_________ __, _____				_____________
_________ __, _____				___________
_________ __, _____				___________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________
____________				______________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________
_________ __, _____				_____________

EXHIBIT B

Prepared by: City of Davenport, Tom Warner, 226 W. 4th Street, Davenport, Iowa 52801, (563) 326-7752.

==

MINIMUM ASSESSMENT/REVENUE AGREEMENT
(Parker Building)

This Agreement dated this______ day of _________ , 2015, among the City of Davenport, Iowa (hereinafter referred to as the "City"), CITY SQUARE, LLC, an Iowa limited liability company ("Owner") or its assigns, and the City Assessor of the City of Davenport, Scott County, Iowa (hereinafter referred to as the "Assessor"),

WITNESSETH

WHEREAS, the Owner shall rehabilitate the Owner's real property in the historic Parker building (the "Building"), located at 104 W. Second Street, Davenport, Iowa (the "Project"), the legal description of which is contained in Exhibit "A" attached hereto (the "Property"), which is located in the Downtown Tax Increment Financing District Area in Davenport, Iowa; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City, the Owner and the Assessor desire to establish a minimum actual value for the land and new improvements to be constructed on the Property, which shall be effective from January 1, 2016 until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum assessed value of the improvements.

AND WHEREAS as of January 1, 2015 the current assessed valuation of the Building ($545,200), is the base value.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other and the terms and contingencies of the Amended and

Restated Economic Development Agreement to which this Minimum Assessment/ Revenue Agreement pertains, do hereby agree as follows:

1. The Owner agrees to pay or cause to be paid to the Scott County Treasurer all real property taxes assessed against its property as such taxes come due.

2. The Owner agrees that it is intended that the real property taxes generated by the net gain in taxable values to be generated by the Owner through its timely rehabilitation to its Property will be sufficient to completely amortize the TIF Notes issued by the City for the support of the Project. The Owner shall inform the City's Department of Community Planning and Economic Development annually by September 30 of the taxes due and owing on the Project. The Owner agrees that if the taxes available for tax increment financing will be insufficient to pay the agreed-upon semi-annual reimbursements on the TIF Note, the Owner shall be responsible and make up the difference in the amount due to whomever acquires the TIF Note, such that said Lender shall be made whole in principal and interest due at that time. This MARA will extend for a term of twenty (20) years as set forth in the Economic Development Agreement.

3. Effective January 1, 2016, the minimum actual value which shall be assessed for the Property shall be $16,452,733 which includes the base value of the building ($545,200) as of the Jan 1, 2015 assessment. Such minimum actual value shall continue until taxes have been paid based on the assessed value for 2035, or the obligations referenced in the Economic Development Agreement have been paid, whichever is earlier, and at that time, this Agreement shall terminate. It should be noted that, since residential use is NOT subject to this TIF Agreement, this minimum assessed value must be over and above the assessed value of the residential units, which shall be structured as a separate horizontal condominium regime or vertical subdivision and taxed as a separate parcel. Any present or future residential use shall be subject to the same exemption from the TIF increment calculation.

4. The Owner hereby acknowledges and agrees to pay property taxes due in September 2015 and 2016, as well as the March 2016 and 2017 with no reimbursement, anticipating that the 20-year TIF period will begin with the January 1, 2016 assessment.

5. The Owner shall provide the City with a copy (electronic is acceptable) of at least one appraisal of the estimated value of the completed project before this Agreement is executed and a copy of at least one appraisal of the estimated value of the project after the project is completed, the latter to be submitted (again, electronic is acceptable) to the City within 90 days of obtaining the final certificate of occupancy.

6. The Owner shall notify the City of any proposed transfer of the Property, or a leasehold interest therein, within 10 (ten) days of the effective date of any such transfer. In the event of such a transfer, the Owner shall transfer the property, prior to review and approval by the City, only to another entity that has the financial resources and capacity to fulfill the terms of this Agreement.

7. Notwithstanding anything to the contrary herein, the Owner's respective members, partners, officers, directors, employees, agents and contractors shall have no personal liability for payment

of the indebtedness evidenced hereby or performance of the covenants set forth in this Note.

8. This Agreement shall be promptly recorded with the Scott County Recorder, Iowa, by the Owner along with a copy of Section 403.6(19) of the Code of Iowa, and prior to the Owner securing financing for the project from a lender.

All terms not defined herein shall have the meaning ascribed to them under the Economic Development Agreement entered into contemporaneously by and among the City and Owner.

Neither the preambles nor the provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Owner. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF DAVENPORT Seal:

By: ________________________ Attest: ______________________________
William E. Gluba, Mayor Jackie E. Holecek, Deputy City Clerk

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT) ss:

On this______ day of _____________________, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, appeared William E. Gluba and Jackie E. Holecek to me personally known, who, being by me duly sworn, did say that they are the Mayor and Deputy City Clerk, respectively, of the City executing the foregoing instrument; that the seal affixed thereto is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its City Council; that said Mayor and Deputy City Clerk acknowledged the execution of the instrument to be the voluntary act and deed of the City by it and by them voluntarily executed.

City Square, LLC, an Iowa
limited liability company

By: Amrit Gill, its managing member SEAL:

By: ______________________________
Amrit Gill, Manager

NOTARY PUBLIC

STATE OF ________________, COUNTY OF _____________) ss:

On this______ day of _______________________, 2015, before me, the undersigned, Notary Public in and for the State of _____________, appeared Amrit Gill, to me personally known, who, being by me duly sworn, did say that he is a Manager of the City Square, LLC, and that the foregoing was signed on behalf of such limited liability company by their Managing Member and acknowledged the execution of such instrument to be his voluntary act and deed on behalf of these entities, by them voluntarily executed.

CERTIFICATION BY ASSESSOR

The undersigned Assessor hereby certifies that after review of the plans and specifications for the improvements to be made to the property that the minimum actual values contained in the Minimum Assessment/Revenue Agreement appear to be reasonable.

The undersigned Assessor, being legally responsible for the assessment of the above-described Property upon completion of improvements to be made on it, hereby certifies that the actual incremental value assigned to such land and improvements as of January 1, 2016 shall not be less than the base value for January 1, 2015 ($545,200) plus [$15,907,533] for a total Minimum Assessment amount of $16,452,733. Thus, while the resulting assessed value may be higher than $16,452,733 during the term of this Agreement, it shall not fall below $16,452,733 as of January 1, 2016 and shall not be less than this value until the payment of taxes based on the assessed value for the year 2035, or until such time as the TIF Note referenced in the Amended and Restated Economic Development Agreement attached hereto shall be completely amortized, whichever occurs last. It is noted that any residential use is NOT subject to TIF and shall be exempted from this calculation. Any present or future use or conversion to residential use shall similarly preclude the value of said residential use from counting toward the minimum assessed value. To accomplish this, any/all residential units shall be, in sum or individually, be separated as a horizontal condominium regime or vertical subdivision and taxed as a separate parcel(s).

By______________________

Nick VanCamp
City Assessor
City of Davenport
Scott County, Iowa

NOTARY PUBLIC

STATE OF IOWA, COUNTY OF SCOTT:

On this _____ day of ________________, 2015, before me, the undersigned, Notary Public in and for the State of Iowa, appeared Nick VanCamp, to me personally known, who, being by me duly sworn, did say that he is the City Assessor of Davenport executing the foregoing instrument; that the said Assessor acknowledged the execution of the instrument to be the voluntary act and deed of the Office of the Assessor of the City of Davenport, by it and by his voluntarily executed.

EXHIBIT “A”

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT “A”

LEGAL DESCRIPTION OF REAL PROPERTY