

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, June 3, 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 for the Ordinance for Case No ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue
- VII. Presentations
 - A. West High School STEM Education (Mr. Franzenburg)
- 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. First Consideration: Ordinance for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue.
- 2. Second Consideration: Ordinance for Case No. REZ15-06 being the petition of Danny Montegna dba Steampro Carpet Cleaning for the rezoning of 2.51 acres, more or less, of real property located at 5002 North Pine Street from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to facilitate use for the applicant's business, Steampro Carpet Cleaning. [2nd Ward]
- 3. Third Consideration: Ordinance providing for the division of taxes levied on taxable property in 2015 in the North Economic Development Area, pursuant to Section 403.19 of the Code of Iowa.

4. Resolution approving Case No. F15-10 being final plat of County subdivision HMI Addition, located at 10863 – 140th Street (US 61) or along the south side 140th St (US 61) and west of 110th Avenue (Y 48 or Buffalo Avenue) containing one (1) commercial/industrial lot. [County]
5. Resolution setting a Public Hearing concerning the proposed conveyance of vacated public right of way known as the east-west alley between Main and Brady Streets of Block 43 of LeClaire's 1st Addition to the City of Davenport. City Square, LLC, petitioner. [Ward 3]
6. Resolution approving an Improvement Agreement for a hangar at the Davenport Municipal Airport with Heart of America (petitioner).

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. PUBLIC SAFETY

1. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).
2. Motion approving noise variance request(s) for various events on the listed dates at the listed times.

David Rock, 2224 Rockingham Road, Anniversary Party, June 20, 2015, 12 PM to 12 AM, Over 50 dBA. [Ward 1]

Scott's Shovelhead Shed, 220 N Pine Street, GruBeez Grand Opening, June 20, 2015 10 AM to June 21, 2015 2 AM, Over 50 dBA. [Ward 1]

3. Motion approving beer and liquor license applications.

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

Ward 1

Scott's Shovelhead Shed (S.S.S. Inc.) - 220 North Pine St - Outdoor area June 20-21, 2015 Pre Rally on the River event - License Type: C Liquor

Ward 3

Thunder Bay Grille - Riverfront Pops Concert (Thunder Bay Grille LLC) - 400 West Beiderbecke Dr - LeClaire Park - Outdoor Area Sept. 9, 2015 - License Type: C Liquor

Ward 5

Los Primos Mexican Grill (Los Primos Mexican Grill LLC) - 1143 East Locust St - License Type: B Beer

B. Request for waiver of 600 foot separation from child care providers rule and new license:

Ward 7

Public House Davenport (Chesney LLC) - 5260 Northwest Blvd - Outdoor Area - License Type: C Liquor

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

Ward 1

K & K Food and Gas (K & K Food and Gas Inc.) - 2365 Rockingham Rd - License Type: C Beer

Ward 3

Col Ballroom (Quad Cities Mexican-American Organization) - 1012 West 4th St - License Type: C Liquor

Knights of Pythias (Knights of Pythias) - 1116 West 3rd St - License Type: C Liquor

Mantra (Sharnam Inc.) - 220 North Harrison St - License Type: C Liquor

Ward 4

McButt's (Hilltop Tavern Inc.) - 1516 Harrison St - Outdoor Area - License Type: C Liquor

Walgreens No. 05239 (Walgreen Co.) - 1660 West Locust St - License Type: E Liquor / C Beer / B Wine

Ward 5

QC Mart (Bethany Enterprises Inc.) - 412 East Locust St - License Type: C Beer

Walgreens No. 11709 (Walgreen Co.) - 1805 Brady St - License Type: E Liquor / C Beer / B Wine

Ward 6

Saigon Bistro (Saigon Bistro LLC) - 2660 East 53rd St Suite 8 - License Type: C Liquor

Walgreens No. 06186 (Walgreen Co.) - 4011 East 53rd St - License Type: E Liquor / C Beer / B Wine

Ward 7

Walgreens No. 04041 (Walgreen Co.) - 1525 East Kimberly Rd - License Type: E Liquor / C Beer / B Wine

Ward 8

Hawkeye Convenience Stores (Petroleum Services Company LLC) - 6807 Northwest Blvd - License Type: C Beer

Iowa Machine Shed (Machine Shed LLC) - 7250 Northwest Blvd - License Type: C Liquor / B Native Wine

Lunardi's (T. S. Lunardi Inc.) - 102 East Kimberly Rd - License Type: C Liquor

Walgreens No. 03595 (Walgreen Co.) - 1720 West Kimberly Rd - License Type: E Liquor / C Beer / B Wine

D. Request for exemptions for 19 and 20 year olds on premises:

Ward 3

Col Ballroom (Quad Cities Mexican-American Organization) - 1012 West 4th St - License Type: C Liquor

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution approving the supplemental list of streets for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding. [All Wards]
2. Preliminary Resolution covering the FY2016 Brick Streets Base Repair Program.
3. Resolution approving Change Order Number One for the 2015 Manhole Assessment and Rehabilitation Program to Strand Associates, Madison, WI in the amount of \$32,240.00; CIP Project #10144, #00051, #01937. [All Wards]
4. Resolution authorizing the preparation and submission of a RISE Program application to the State for grant assistance for paving Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge.

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. FINANCE

1. Resolution setting a public hearing concerning the proposed conveyance of vacated public right of way known as a cul-de-sac terminus of Sheridan Street north of West 55th Street. KGRD Green Bay, LLC, petitioner. [Ward 8]

2. Motion approving the renewal of general and auto liability, property, and workers' compensation insurance, and related professional risk management services for Fiscal Year 2016 to multiple insurance companies in the amount of \$834,503. [All Wards]
3. Motion awarding a five-year contract for annual independent audit services to McGladrey LLC of Davenport. [All Wards]
4. Motion approving the collective bargaining agreement for the Fire Union. [All Wards]
5. Motion approving a one-year contract with four possible renewals for employee benefit brokerage consulting services to Molyneaux Insurance, Inc. of Davenport, IA. The estimated annual contract is \$50,000. [All Wards]
6. Motion awarding the purchase of 11,130 tons of ice control road salt for the 2015-2016 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of \$58.02 per ton for an approximate total of \$616,753 to Cargill Inc. - Deicing Technology Business Unit of North Olmsted, OH. [All Wards]
7. Motion awarding the purchase of 9,115 tons of supplemental ice control road salt for the 2015-2016 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of \$70.90 per ton to Compass Minerals America Inc. of Overland Park, KS. [All Wards]
8. Motion awarding a contract for engineering and design services for a bridge rehabilitation project on East Kimberly Road at Duck Creek to WHKS & Co. of Mason City, IA in the amount of \$77,107. [Ward 6]
9. Motion awarding the re-roofing of the Public Works building to Economy Roofing & Insulating of Bettendorf, IA in the amount of \$151,750. [Ward 7]

VIII. Motion recommending discussion or consent for Finance items

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

1. Miracle Recreation Equipment - Two pool slides for Parks - Amount: \$19,400

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Committee of the Whole
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 3rd

Action / Date
CD6/3/2015

Subject:

Public Hearing for the Ordinance for Case No ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue

Recommendation:

Recommendation:

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accept the listed finding(s) and forwarded Case No. ROW15-04 to the City Council for approval subject to the following condition(s):

1. That a recorded easement shall grant access to all public utility providers (including the City of Davenport) for the maintenance, operation, removal, repair, construction, reconstruction, placement and/or replacement of all utilities within the entire vacated alley right-of-way; the petitioner shall record the easement and shall provide copies to all utility providers.

The Commission vote was 10-yes and 0-no.

Relationship to Goals:

Neighborhood Improvement

Background:

As part of the Harborview redevelopment project, the developer wishes to vacate this street and incorporate the property into open space and reconfigured parking. No neighborhood opposition to the vacation has been expressed.

A public utility easement will be maintained to support facilities within the existing right-of-way.

For further please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Exhibit	Legal Notice
▣ Backup Material	P&Z Letter
▣ Backup Material	P&Z Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	5/22/2015 - 1:10 PM

TO BE PUBLISHED IN THE MAY 27, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO No. 1517685 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

Case No. ROW14-04 being the petition of Y & J Properties, LLC for the following:

Vacation of Swits Street Right-of-Way between Federal Street and Tremont Avenue described as follows:

Commencing at a point of beginning at the northeasterly corner of Lot 1 and Block 5 of Wetmore's Addition to the City of Davenport, Scott County, Iowa, and the southerly Right-of-Way line of Swits Street;

Thence south 47 degrees 52 minutes 58 seconds west 604.18 feet along the said southerly Right-of-Way line of Swits Street to the northwesterly corner of Lot 14 in Block 5 of Wetmore's Addition and the easterly Right-of-Way line of Federal Street;

Thence north 52 degrees 01 minutes 48 seconds west 42.54 feet along the said easterly Right-of-Way line of Swits Street and the southwesterly corner of Lot 12 in Block 3 of Wetmore's Addition;

Thence north 47 degrees 52 minutes 58 seconds east 652.28 feet along the northerly Right-of-Way line of Swits Street to the southeasterly corner of Lot 19 in block 4 of Wetmore's Addition and the westerly Right-of-Way line of Tremont Avenue;

Thence south 02 degrees 03 minutes 55 seconds east 52.26 feet along the westerly Right-of-Way line of Tremont Avenue to the southerly Right-of-Way line of Swits Street and the northeasterly corner of Lot 1 in Block 5 in Wetmore's Addition to the Point of Beginning.

This parcel contains 25,129 square feet or 0.577 acres, more or less.

The City Plan and Zoning Commission accepted the findings and forwarded the case to the City Council for approval subject to the following conditions:

1. That a public utility easement be established upon the Right-of-Way once vacated.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, June 3, 2015 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances.
PO No. 1517685

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



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

May 20, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of May 19, 2015, the City Plan and Zoning Commission considered Case No. ROW15-04: Request of Y&J Properties, LLC to vacate 25,129 square feet of public right-of-way, being Swits Street between Tremont Avenue and Federal Street.

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-04 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission



PLAN AND ZONING COMMISSION

Meeting Date: May 19, 2015
Request: Right-of-Way Vacation of 25,130 square feet of property
Location: Swits Street between Federal Street and Tremont Avenue
Case No.: ROW15-04
Applicant: Y&J Properties LLC

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

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, conditioned upon maintaining a public utility easement upon the entire right-of-way.

Introduction:

The petitioner is seeking a Right-of-Way Vacation of approximately 25,130 square feet of land platted and improved as Swits Street.



Background:

Y & J Properties LLC is renovating / rehabilitating the Harborview properties for residential / commercial redevelopment. The vacated right-of-way will be used to provide greenspace and site amenities as well as enhancing parking functionality and access to the building. The applicant owns the property on both sides of Swits Street. The applicant proposes to maintain utilities through an easement.



Technical Review:

Staff conducted outside technical review for the proposed vacation. There is a need to maintain the property as a general utility easement.

Public Input:

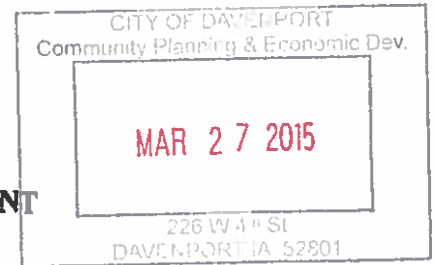
Property owners within 200 feet have been notified. No objections have been received.

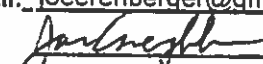
Discussion:

Vacation of this street will allow the redevelopment of adjacent properties into the proposed Harborview Development. This mixed use project will consist of 100 apartment units, retail and office space.

The street is no longer needed and its space will be reconfigured into open space and accommodate a revised parking layout, if needed.

**CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
REQUEST FOR PUBLIC RIGHT-OF-WAY VACATION**



PETITIONER: Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA, 52808
Phone: 563-323-4719 FAX: _____
Mobile Phone: _____ Email: joeerenberger@gmail.com
Interest in land:  title holder  other**
** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON: Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA 52808
Phone: 563-323-4719 FAX: _____
Mobile Phone: _____ Email: joeerenberger@gmail.com

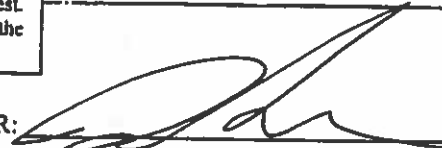
LOCATION (DESCRIPTIVE): Harborview commercial/residential development located north and south of Swits Street, between Federal Street and Tremont Ave.

LEGAL DESCRIPTION: All that portion of Swits Street lying east of the easterly right-of-way line of Federal Street and west of the westerly right-of-way line of Tremont Avenue in Davenport, Scott County, Iowa.

AREA: (in square feet) 25,130 square feet, more or less.

REASON FOR REQUEST: Vacated right-of-way to be used to provide green space and site amenities, and enhance parking functionality and access to building. Utilities will be maintained through easements as necessary.

*(The applicant MUST be as detailed and specific as possible in completing this section. Complete and descriptive information is vital to the timely submission of the petitioner's request. Incomplete applications may delay the application process.)

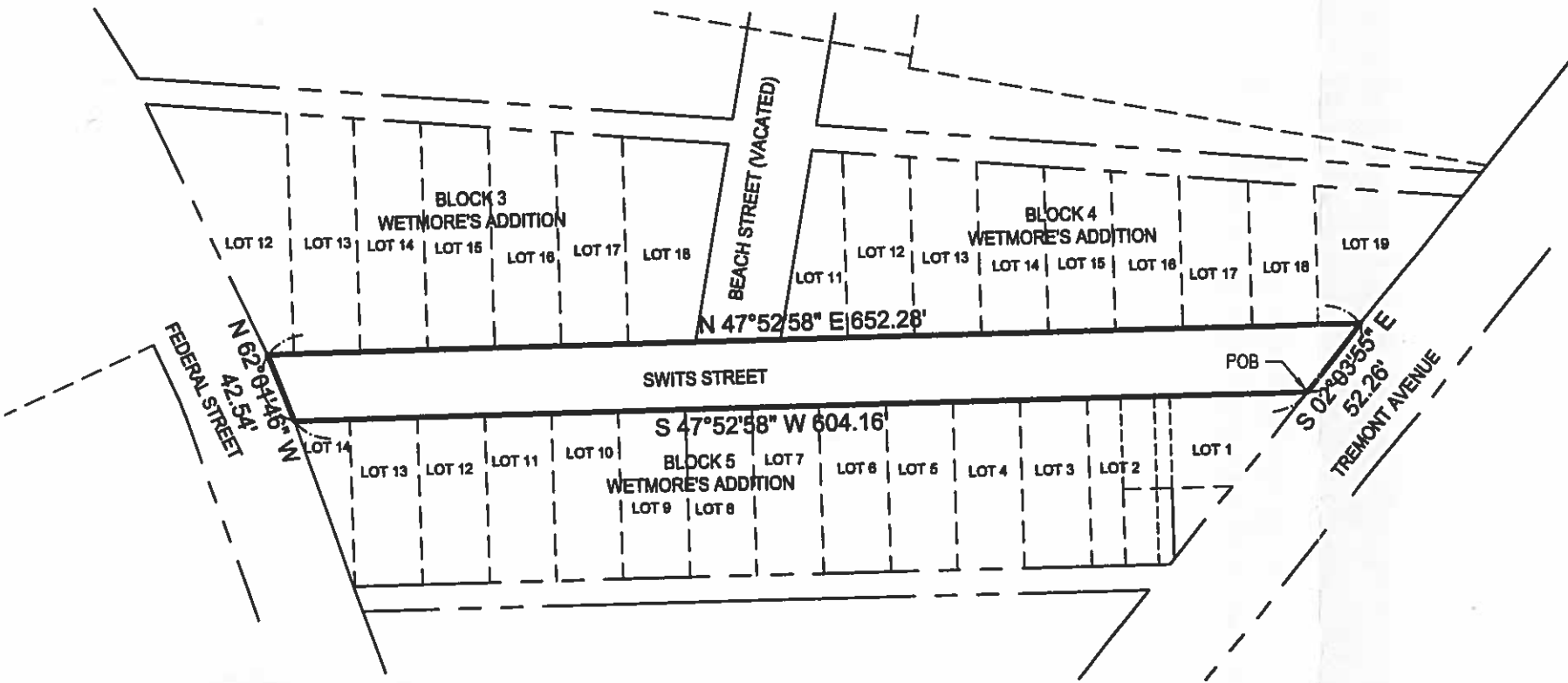
SIGNATURE OF PETITIONER:  DATE: 3-24-15

PROCESSING FEE: \$400.00

DATE PAID: _____

VACATION PLAT

SWITS STREET BETWEEN FEDERAL STREET AND
TREMONT AVENUE, DAVENPORT, IOWA



LAND DESCRIPTION

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET;

THENCE SOUTH 47°52'58" WEST 604.16 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE NORTHWESTERLY CORNER OF LOT 14 IN BLOCK 5 OF WETMORE'S ADDITION AND THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET;

THENCE NORTH 62°01'48" WEST 42.54' ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE SOUTHWESTERLY CORNER OF LOT 12 IN BLOCK 3 OF WETMORE'S ADDITION;

THENCE NORTH 47°52'58" EAST 652.28 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE SOUTHEASTERLY CORNER OF LOT 19 IN BLOCK 4 OF WETMORE'S ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE;

THENCE SOUTH 02°03'55" EAST 52.26 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 25,129 SQUARE FEET OR 0.577 ACRES MORE OR LESS.

(FOR THE PURPOSE OF THIS DESCRIPTION THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET IS ASSUMENT TO BEAR SOUTH 47°52'58" WEST.)

SURVEYED BY
AND RETURN TO:

SHIVE HATTERY
1701 RIVER DRIVE
SUITE 200
MOLINE, IL 61265

SURVEYED FOR:

Y & J PROPERTIES, L.L.C.
P.O. BOX 4469
DAVENPORT, IOWA 52808



LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
00	MEASURED BEARING/DISTANCE
POB	POINT OF BEGINNING

PROFESSIONAL LAND SURVEYOR

GARY D. GROSS

16850

IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE: *Gary D. Gross*

NAME: GARY D GROSS

DATE: 2-24-2015 LICENSE NUMBER: 16850

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.01

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

SHIVE HATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 164-000214

SWITS STREET VACATION PLAT
Y & J HARBORVIEW BUILDING
DAVENPORT, IOWA

DATE	2/20/15	SCALE	AS SHOWN
DRAWN	JJB	FIELD BOOK	
APPROVED	GDC	REVISION	

PROJECT NO.
314366-0

SHEET NO.
B1.01

Staff Recommendation:

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, with the following condition:

A general public utility easement be maintained upon the entire right-of-way.



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

Dear Property Owner:

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

Case No. ROW15-04: Request of Y&J Properties, LLC for the right-of-way vacation of Swits Street, located between Federal Street and Tremont Avenue.

Public hearings on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, May 5, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s).

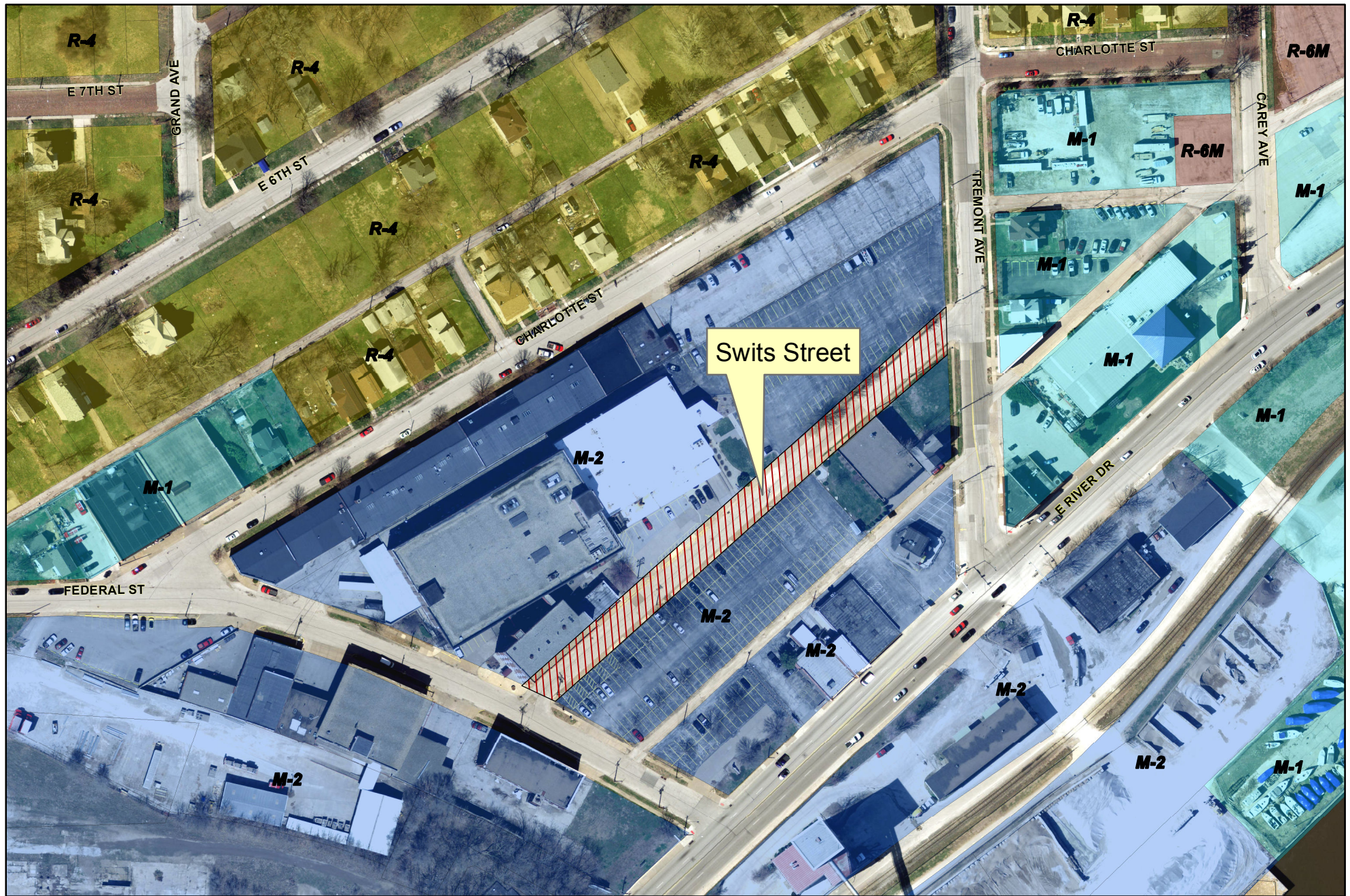
If you have any questions, please feel free to contact us.

Department of Community Planning & Economic Development

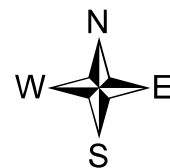
Phone: (563) 326-7765

FAX: (563) 328-6714

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



0 75 150 300
Feet



City of Davenport

Agenda Group: Committee of the Whole
Department: Office of the Mayor
Contact Info: Kim Hatfield, 563-326-7701
Wards:

Action / Date
6/3/2015

Subject:
West High School STEM Education (Mr. Franzenburg)

Recommendation:

Relationship to Goals:

Background:
L-MIT project, Endotherm and FTC Robotics State Champion Team, the Combustible Lemons

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	6/1/2015 - 1:42 PM
Finance Committee	Admin, Default	Approved	6/1/2015 - 1:42 PM
City Clerk	Admin, Default	Approved	6/1/2015 - 1:42 PM

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 3rd

Action / Date
CD6/3/2015

Subject:

First Consideration: Ordinance for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue.

Recommendation:

Findings:

1. The street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accepted the listed findings and forwarded Case No. ROW15-04 to the City Council for approval with the following condition:

1. That a recorded easement shall grant access to all public utility providers (including the City of Davenport) for the maintenance, operation, removal, repair, construction, placement and/or replacement of all utilities within the entire vacated right-of-way; the petitioner shall record the easement and shall provide copies to all utility providers.

Relationship to Goals:

Neighborhood Improvement

Background:

As part of the Harborview redevelopment project, the developer wishes to vacate this street and incorporate the property into open space and reconfigured parking. No neighborhood opposition to the vacation has been expressed. A public utility easement will be maintained to support facilities within the existing right-of-way.

ATTACHMENTS:

Type	Description
Backup Material	P&Z Letter
Backup Material	P&Z Report plus attachments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	5/27/2015 - 6:39 PM
Community Development Committee	Berger, Bruce	Approved	5/27/2015 - 6:40 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:30 PM



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

May 20, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of May 19, 2015, the City Plan and Zoning Commission considered Case No. ROW15-04: Request of Y&J Properties, LLC to vacate 25,129 square feet of public right-of-way, being Swits Street between Tremont Avenue and Federal Street.

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-04 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Inghram', with a long horizontal flourish extending to the right.

Robert Inghram, Chairperson
City Plan and Zoning Commission



PLAN AND ZONING COMMISSION

Meeting Date: May 19, 2015
Request: Right-of-Way Vacation of 25,130 square feet of property
Location: Swits Street between Federal Street and Tremont Avenue
Case No.: ROW15-04
Applicant: Y&J Properties LLC

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

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, conditioned upon maintaining a public utility easement upon the entire right-of-way.

Introduction:

The petitioner is seeking a Right-of-Way Vacation of approximately 25,130 square feet of land platted and improved as Swits Street.



Background:

Y & J Properties LLC is renovating / rehabilitating the Harborview properties for residential / commercial redevelopment. The vacated right-of-way will be used to provide greenspace and site amenities as well as enhancing parking functionality and access to the building. The applicant owns the property on both sides of Swits Street. The applicant proposes to maintain utilities through an easement.

**Technical Review:**

Staff conducted outside technical review for the proposed vacation. There is a need to maintain the property as a general utility easement.

Public Input:

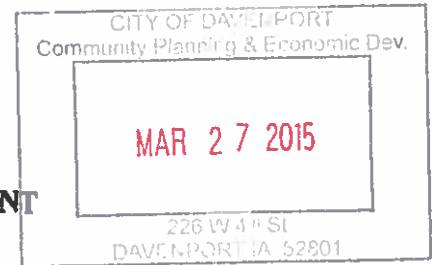
Property owners within 200 feet have been notified. No objections have been received.

Discussion:

Vacation of this street will allow the redevelopment of adjacent properties into the proposed Harborview Development. This mixed use project will consist of 100 apartment units, retail and office space.

The street is no longer needed and its space will be reconfigured into open space and accommodate a revised parking layout, if needed.

**CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
REQUEST FOR PUBLIC RIGHT-OF-WAY VACATION**



PETITIONER: Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA, 52808
Phone: 563-323-4719 FAX: _____
Mobile Phone: _____ Email: joeerenberger@gmail.com
Interest in land: X title holder Joe Erenberger other**
** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON: Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA 52808
Phone: 563-323-4719 FAX: _____
Mobile Phone: _____ Email: joeerenberger@gmail.com

LOCATION (DESCRIPTIVE): Harborview commercial/residential development located north and south of Swits Street, between Federal Street and Tremont Ave.

LEGAL DESCRIPTION: All that portion of Swits Street lying east of the easterly right-of-way line of Federal Street and west of the westerly right-of-way line of Tremont Avenue in Davenport, Scott County, Iowa.

AREA: (in square feet) 25,130 square feet, more or less.

REASON FOR REQUEST: Vacated right-of-way to be used to provide green space and site amenities, and enhance parking functionality and access to building. Utilities will be maintained through easements as necessary.

*(The applicant MUST be as detailed and specific as possible in completing this section. Complete and descriptive information is vital to the timely submission of the petitioner's request. Incomplete applications may delay the application process.)

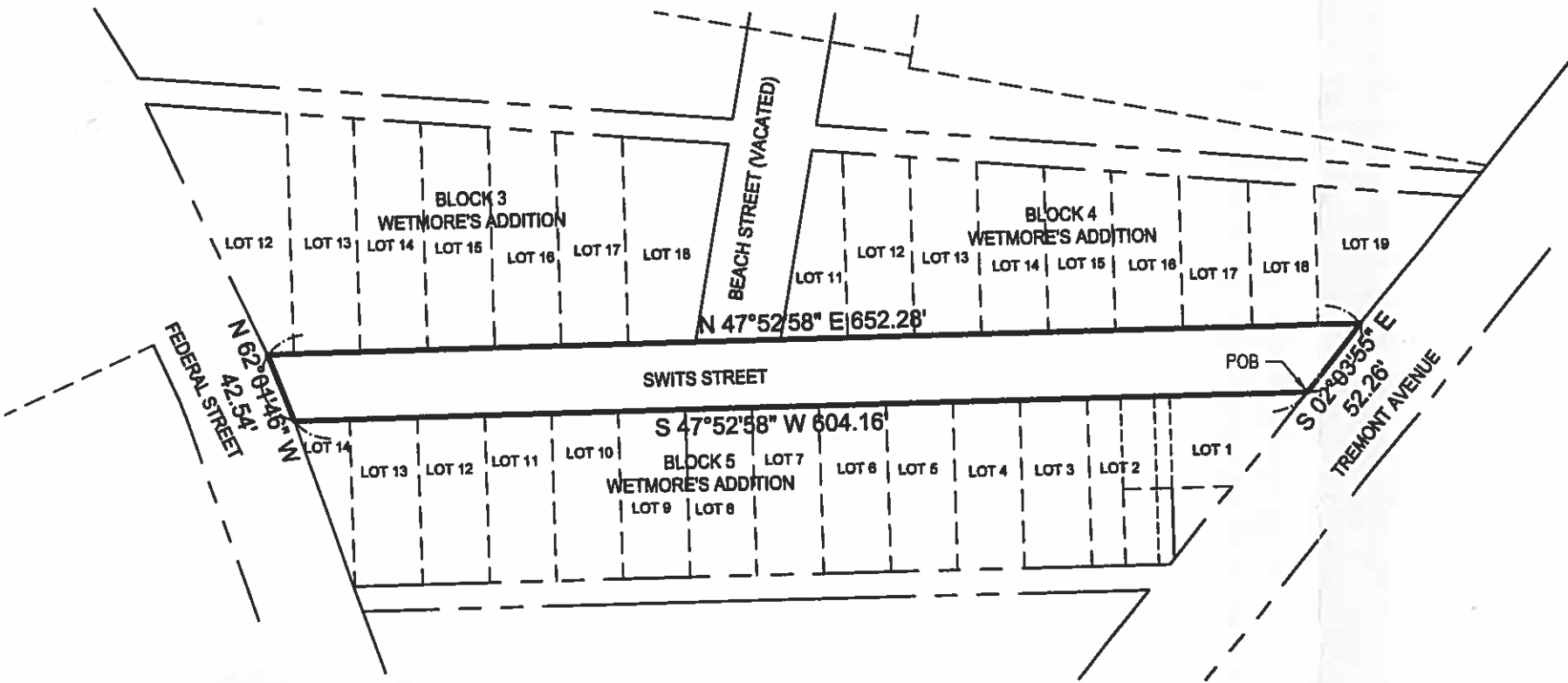
SIGNATURE OF PETITIONER: [Signature] DATE: 3-24-15

PROCESSING FEE: \$400.00

DATE PAID: _____

VACATION PLAT

SWITS STREET BETWEEN FEDERAL STREET AND
TREMONT AVENUE, DAVENPORT, IOWA



LAND DESCRIPTION

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET;

THENCE SOUTH 47°52'58" WEST 604.16 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE NORTHWESTERLY CORNER OF LOT 14 IN BLOCK 5 OF WETMORE'S ADDITION AND THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET;

THENCE NORTH 82°01'48" WEST 42.54' ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE SOUTHWESTERLY CORNER OF LOT 12 IN BLOCK 3 OF WETMORE'S ADDITION;

THENCE NORTH 47°52'58" EAST 652.28 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE SOUTHEASTERLY CORNER OF LOT 19 IN BLOCK 4 OF WETMORE'S ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE;

THENCE SOUTH 02°03'55" EAST 52.26 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 25,129 SQUARE FEET OR 0.577 ACRES MORE OR LESS.

(FOR THE PURPOSE OF THIS DESCRIPTION THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET IS ASSUMENT TO BEAR SOUTH 47°52'58" WEST.)

SURVEYED BY
AND RETURN TO:

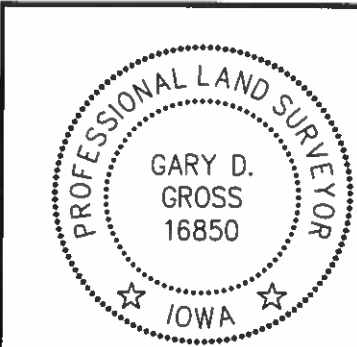
SHIVE HATTERY
1701 RIVER DRIVE
SUITE 200
MOLINE, IL 61265

SURVEYED FOR:

Y & J PROPERTIES, L.L.C.
P.O. BOX 4469
DAVENPORT, IOWA 52808



LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
00	MEASURED BEARING/DISTANCE
POB	POINT OF BEGINNING



ONLY THESE COPIES OF THIS DOCUMENT SIGNED
AND DATED IN CONTRASTING INK COLOR ARE
TO BE CONSIDERED CERTIFIED OFFICIAL COPIES
PER IOWA ADMINISTRATION CODE 193C-6.1(5)

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS
PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED
BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT
I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF
THE STATE OF IOWA.

SIGNATURE: *Gary D. Gross*

NAME: GARY D GROSS

DATE: 2-24-2015 LICENSE NUMBER: 16850

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: _____

B1.01

SWITS STREET VACATION PLAT
Y & J HARBORVIEW BUILDING
DAVENPORT, IOWA

SWITS STREET VACATION PLAT Y & J HARBORVIEW BUILDING DAVENPORT, IOWA			
DATE	2/20/15	SCALE	AS SHOWN
DRAWN	JJB	FIELD BOOK	
APPROVED	GDC	REVISION	

PROJECT NO.
314366-0

SHEET NO.
B1.01

SHIVE HATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

Staff Recommendation:

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, with the following condition:

A general public utility easement be maintained upon the entire right-of-way.



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

Dear Property Owner:

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

Case No. ROW15-04: Request of Y&J Properties, LLC for the right-of-way vacation of Swits Street, located between Federal Street and Tremont Avenue.

Public hearings on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, May 5, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s).

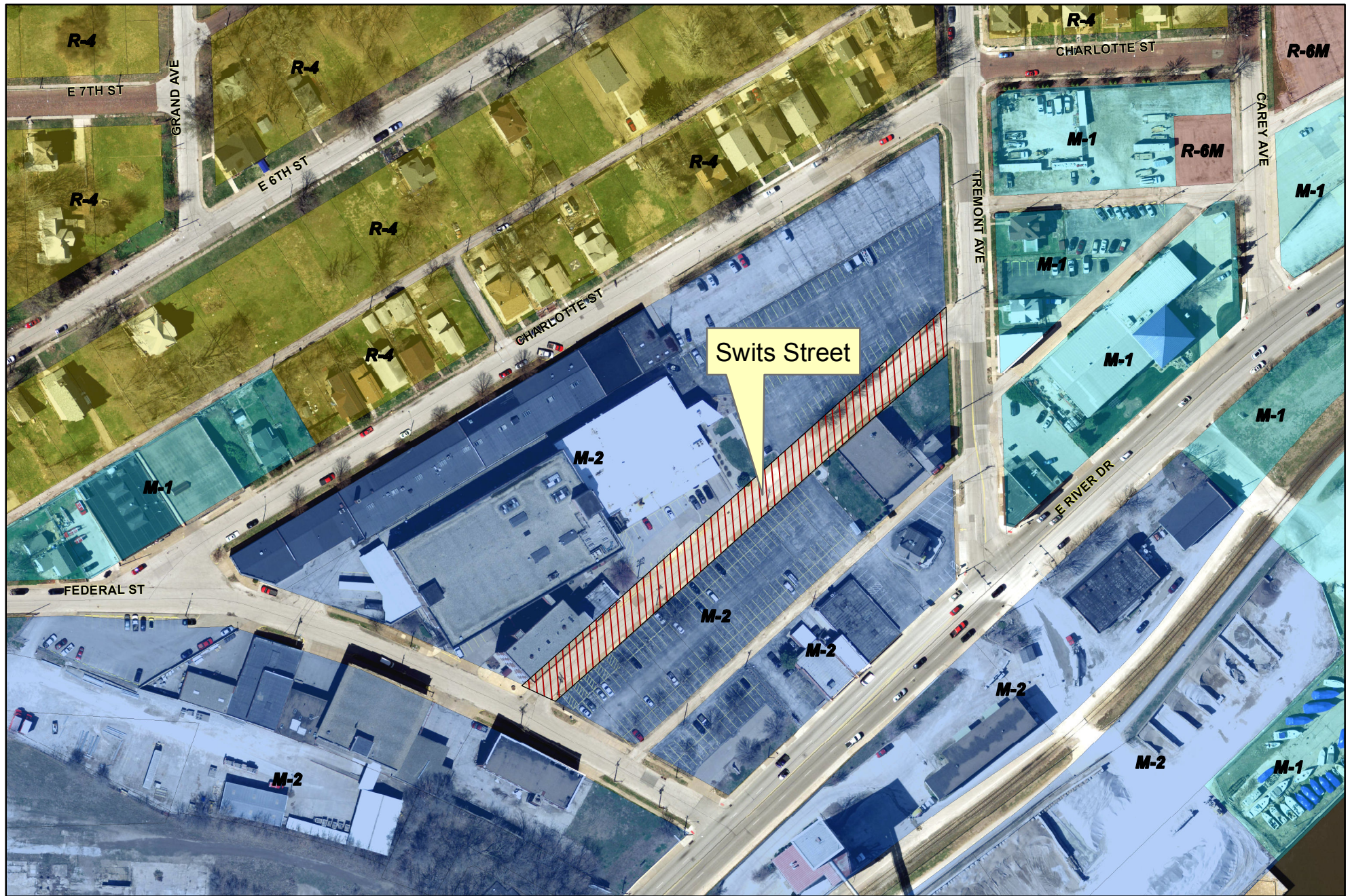
If you have any questions, please feel free to contact us.

Department of Community Planning & Economic Development

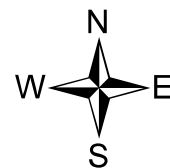
Phone: (563) 326-7765

FAX: (563) 328-6714

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



0 75 150 300
Feet



City of Davenport

Agenda Group: Community Development
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 2nd

Action / Date
5/20/2015

Subject:

Second Consideration: Ordinance for Case No. REZ15-06 being the petition of Danny Montegna dba Steampro Carpet Cleaning for the rezoning of 2.51 acres, more or less, of real property located at 5002 North Pine Street from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to facilitate use for the applicant's business, Steampro Carpet Cleaning. [2nd Ward]

Recommendation:

Findings:

- Commercial zoning comprises almost 60 percent of the west block face of Pine Street between 49th and 53rd Streets.
- Only one residential use, the applicant's, is located on the west side of Pine Street.

Recommendation: The Commission accepts the findings and forwards Case No. REZ15-06 to the City Council with a recommendation for approval subject to the following conditions:

1. Site lighting including building and security lighting will need to be dark-sky compatible being downcast with full cut-off and shielded so as to minimize light trespass and glare. Light is to be restrained to no more than 85 degrees from vertical; and
2. Storage of all equipment, such as trailers or materials is to be within the building.

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 has indicated that they would build an office and garage for trucks and materials. Currently the office is located adjacent to the south at 4922 North Pine Street. The applicant has stated that his business has outgrown the current office and garage. The new office would be located north of the residence. The office and garage would contain approximately 9,000 square feet which would eliminate the need for outside storage of vehicles and trailers.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
 Ordinance	REZ15-06 Montegna Ordinance
 Backup Material	REZ15-06 Montegna - background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	5/28/2015 - 2:10 PM

ORDINANCE NO.

ORDINANCE for Case No. REZ15-06 being the petition of Danny Montegna dba Steampro Carpet Cleaning for the rezoning of 2.51 acres, more or less, of real property located at 5002 North Pin Street from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to facilitate use for the applicant's business, Steampro Carpet Cleaning. [2nd 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 East Half of the Southeast Quarter of Section 9, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows:

Commencing in the Northeast corner of Lot 50 of West Green Acres, an addition to the City of Davenport, Iowa; thence North 195 feet along the west line of property conveyed to Danny C. Montegna by David D. Cozad and Vicky L. Cozad by Warranty Deed and filed for record as document number 28854-97 with the Recorder of Scott County, Iowa; thence North 89-degrees, 32-minutes, 00-seconds East a distance of 417 feet along the north line of the property conveyed to said Danny C. Montegna to the west line of Pine Street as now established, said point being the point of beginning of the following described tract of land; thence South along the west line of said Pine Street as now established a distance of 130 feet; thence South 89-degrees, 32-minutes, 00-seconds West a distance of 200 feet along a line 195 feet equidistance from and parallel to the north line of the property conveyed to said Danny C. Montegna; thence North 130 feet to said north line; thence North 89-degrees, 32-minutes, 00-seconds East a distance of 200 feet to the point of beginning. Said tract contains 0.60 acre (26,000 square feet), more or less.

The City Plan and Zoning Commission accepted the findings and forwards Case No. REZ15-06 to the City Council for approval subject to the following conditions:

1. Site lighting including building and security lighting will need to be dark-sky compatible being downcast with full cut-off and shielded so as to minimize light trespass and glare. Light is to be restrained to no more than 85 degrees from vertical; and
2. Storage of all equipment, such as trailers or materials is to be within the building.

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 _____

May 06, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of May 05, 2015, the City Plan and Zoning Commission considered Case No. REZ15-06 being the Petition of Danny Montegna dba Steampro Carpet Cleaning for the rezoning of 2.51 acres, more or less, of real property located at 5002 North Pin Street from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to facilitate use for the applicant's business, Steampro Carpet Cleaning.

Findings:

- Commercial zoning comprises almost 60 percent of the west block face of Pine Street between 49th and 53rd Streets.
- Only one residential use, the applicant's, is located on the west side of Pine Street.

Recommendation:

The Commission accepts the findings and forwards Case No. REZ15-06 to the City Council with a recommendation for approval subject to the following conditions:

1. Site lighting including building and security lighting will need to be dark-sky compatible being downcast with full cut-off and shielded so as to minimize light trespass and glare. Light is to be restrained to no more than 85 degrees from vertical; and
2. Storage of all equipment, such as trailers or materials is to be within the building.

Respectfully submitted,

Robert Martin, Vice-Chairperson
City Plan and Zoning Commission

APPROVED

Name:	Roll Call	REZ15-06 Danny Montegna 5002 N Pine St							
Connell	P	Y							
D'Autremont	P	Y							
Elgatian	P	Y							
Inghram	A								
Kelling	P	Y							
Lammers	P	Y							
Maness	P	Y							
Martin	P								
Martinez	P	Y							
Tallman	EX	Y							
	P								
		8-YES 0-NO 0-ABSTAIN							



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

PLAN AND ZONING COMMISSION

Meeting Date: May 05, 2015
Request: Zoning Map Amendment (Rezoning) from R-4 to C-1
Address: 5002 North Pine Street
Case No.: REZ15-06
Applicant: Danny Montegna dba Steampro Carpet Cleaning

INTRODUCTION

Petition of Danny Montegna dba Steampro Carpet Cleaning for the rezoning of 2.51 acres, more or less, of real property located at 5002 North Pine Street from “R-4” Moderate Density Dwelling District to “C-1” Neighborhood Shopping District to facilitate use for the applicant’s business, Steampro Carpet Cleaning.

Recommendation: Staff recommends the Plan and Zoning Commission forward Case No. REZ15-06 to the City Council with a recommendation for approval subject to the listed conditions.

AREA CHARACTERISTICS:

Existing Zoning: R-4



Davenport 2025: RG & PO



Aerial Photos:



BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Residential General (RG)

Descriptions:

Residential General (RG) designates mixed-use neighborhoods that are mostly residential but include...scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc.

Relevant *Davenport 2025* Goals and Objectives:

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

Technical Review:

Streets. The subject rezoning area is located along the west side of North Pine Street (a collector street) north of West 49th Street (also a collector street).

Storm Water. The closest stormwater infrastructure is located in West 49th Street.

Sanitary Sewer. Sanitary sewer service is located along the west side of Pine Street at the southeast corner of the property.

Other Utilities. This is an urban area and normal utility services are available. Several utility easements access and are within the property.

Emergency Services. The property is located approximately 1.2 miles from Fire Station No. 7, which is located at 2302 W. 67th Street.

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

PUBLIC INPUT

The neighborhood meeting was held Thursday, April 2nd. The petitioner indicated that he talked with his neighbors previously. One nearby owner indicated that the applicant has helped clean up the area. Notices were sent to the 13 owners of property within the 200 foot notice area. No comments have been received.

DISCUSSION

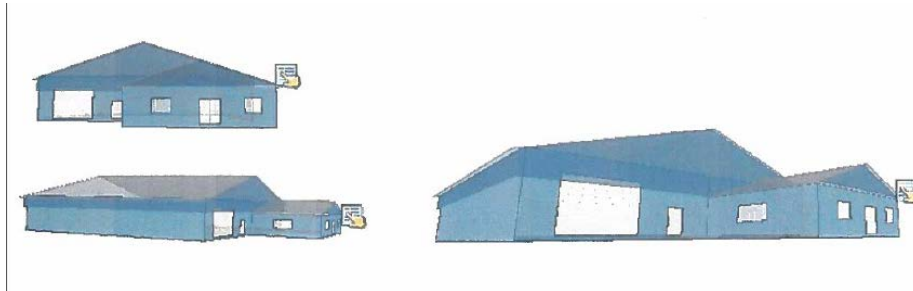
The petitioner has indicated that they would build an office and garage for trucks and materials. Currently the office is located adjacent to the south at 4922 North Pine Street (see below).



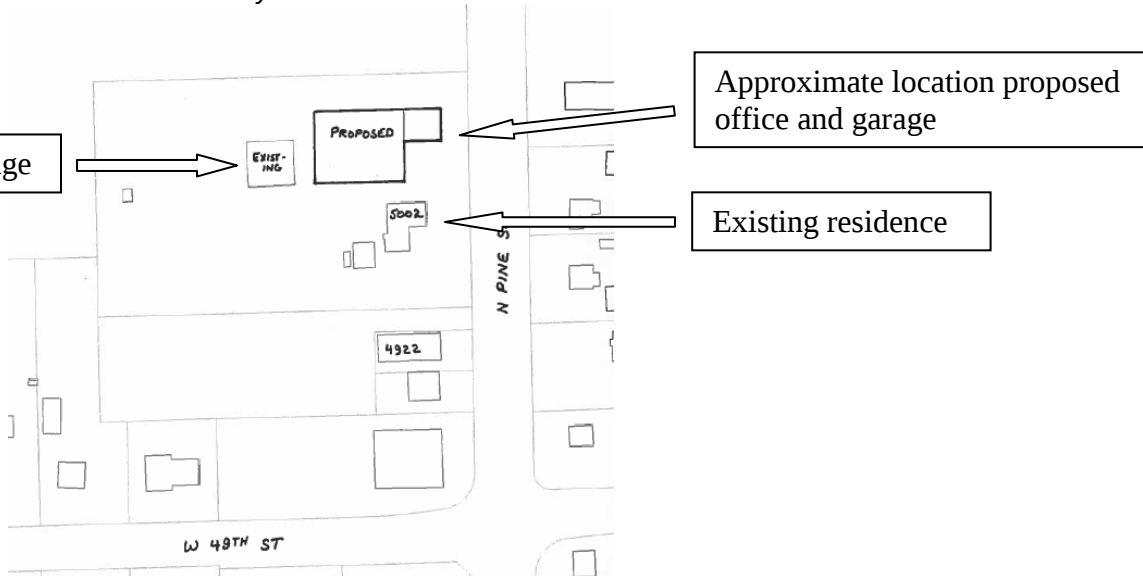
Business Description:
Steampro Carpet Cleaning offers 24 hour emergency service for Davenport, IA and the surrounding Quad Cities area. Their friendly staff will work diligently to provide emergency water damage relief. Steampro Carpet Cleaning offers: 24 hour emergency service Carpet Cleaning Upholstery cleaning, Stubborn carpet stains Carpet removal Tile and grout cleaning Air duct cleaning Water damage restoration Water extraction Mold prevention Call Steampro Carpet Cleaning today! The preceding description

is from the company website.

The applicant has stated that his business has out grown the current office and garage. The new office would be located north of the residence. The office and garage would contain approximately 9,000 square feet which would eliminate the need for outside storage of vehicles and trailers. A concept rendition of the building is shown below.

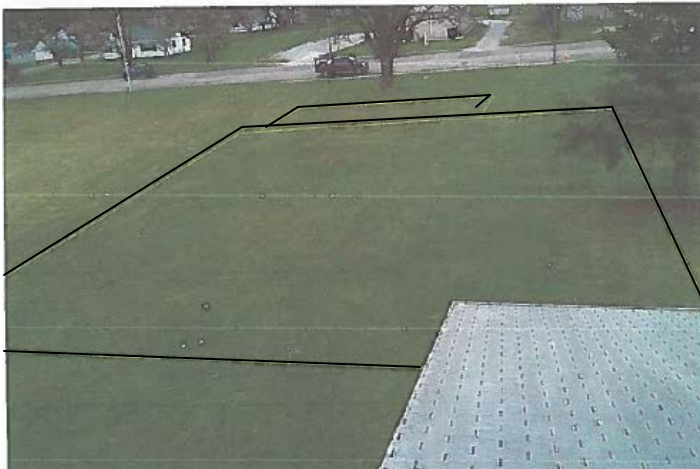


The petitioner indicated at the public hearing that the smaller office portion would be metal sided the larger building will have a four (4) foot masonry wall with an eight (8) foot metal wall atop. This will give the interior space more height. The existing office location would likely be rented for another business use.



The above is a staff generated plot plan showing the approximate building location in relation to the existing residence and garage.

Below is the petitioner generated layout. The approximate site was staked out and the building perimeter was delineated on the ground.



As stated earlier, the existing business has out grown the current location both the office and garage. The number of vehicles, equipment as well as materials exceeds the storage capacity of the current site. The proposed rezoning would allow these vehicles and the equipment and materials to be stored within a building and the site maintained in a more professional manner. Eventually a site plan showing the layout of the building, parking, proposed landscaping and signage will need to be submitted and reviewed for approval. Proper setbacks will need to be maintained between the proposed commercial use and the existing residential even though the applicant owns both properties. The rear yard setback will need to be twenty-five (25) feet or at least not exceed twenty percent of the depth of the lot depth from the rear property line of the new commercial zoning to any building. The 200 foot lot depth will require a twenty-five (25) foot rear yard setback of the building.

Development will need to comply with normal ordinance requirements including but not limited to site plans, signage and stormwater requirements.

STAFF RECOMMENDATION

Findings:

- Commercial zoning comprises almost 60 percent of the west block face of Pine Street between 49th and 53rd Streets.
- Only one residential use, the applicant's, is located on the west side of Pine Street.

Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No. REZ15-06 to the City Council with a recommendation for approval subject to the following conditions:

1. Site lighting including building and security lighting will need to be dark-sky compatible being downcast with full cut-off and shielded so as to minimize light trespass and glare. Light is to be restrained to no more than 85 degrees from vertical; and
2. Storage of all equipment, such as trailers or materials is to be within the building.

Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

Attachments: None

X:\PLANNING\Plan and Zoning Commission\Cases\REZ15-06

City of Davenport

Agenda Group:
Department: Community Planning & Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: 8,7,6

Action / Date
5/6/2015

Subject:

Third Consideration: Ordinance providing for the division of taxes levied on taxable property in 2015 in the North Economic Development Area, pursuant to Section 403.19 of the Code of Iowa.

Recommendation:

Approve the Ordinance

Relationship to Goals:

Added emphasis on Economic Development

Background:

The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will include the addition of land in the Eastern Iowa Industrial Park that incorporates the rail line, as well as the right of way for the rail line located outside of City limits in Scott County and the City of Eldridge. It is permissible by State code to include land within two miles of City limits into an Urban Renewal Area when the governing body of those jurisdictions supports the inclusion. Both Scott County and the City of Eldridge have passed resolutions of support to allow the City of Davenport to include the rail right of way in Scott County and the City of Eldridge into the North Urban Renewal Area. The amended plan is attached.

This ordinance establishes a tax increment financing district to allow the City to financially support the transload facility and associated rail right of way improvements that will cost approximately \$4,100,000.

ATTACHMENTS:

Type	Description
▣ Cover Memo	North URA Ordinance Sheet
▣ Cover Memo	North URA Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	5/28/2015 - 2:19 PM
Community Development Committee	Admin, Default	Approved	5/28/2015 - 2:20 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 2:20 PM

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2015 ADDITION TO THE NORTH ECONOMIC DEVELOPMENT AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2015 Addition to the North Economic Development Area of the City of Davenport, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Davenport to finance projects in the such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Davenport, Iowa.

“County” shall mean Scott County, Iowa.

“Urban Renewal Area Amendment” shall mean the 2015 Amendment of the North Urban Renewal Area of the City of Davenport, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the 10th day of June, 2015.

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East,

excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922 and;

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No.932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:.

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 second West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57

minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line od said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78 foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Eldridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet to the point of

beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feet for a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly right-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Combined tracts contain 41.41 acres, more or less.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area Amendment, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area Amendment.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Catholic Messenger* on April 23, 2015

Consolidation of the I-74/53rd Street and North Davenport Urban Renewal Areas Into the North Davenport Urban Renewal Area & Corresponding Amendments through the Addition of Land and New Projects

The Plan for the North Davenport Urban Renewal Area is Amended to Read as Follows:

1. Introduction

The I-74/53rd Street Urban Renewal Area (URA) was established in 1985 and the North Davenport URA in 1986. These two areas are being amended by the consolidation of the I-74/53rd St and North Davenport URAs. The consolidated area will be known as the North Davenport Urban Renewal Area. Land will also be added in addition to the consolidation. This plan also includes amendments of proposed new projects within the Combined North Davenport Urban Renewal Area.

Now and therefore, the Amended and Restated Urban Renewal Plan is hereby amended as follows:

2. Description of the Urban Renewal Area

The legal description of the North Davenport Urban Renewal Area follows as Exhibit A.

3. Area Designation

The City continues to designate the Urban Renewal Area as an economic development area that is appropriate for the promotion of new commercial and/or industrial development.

4. Project Area Objectives and Activities

This Urban Renewal Plan is intended to strengthen the economy, enhance the viability of and stimulate development of the area. Objectives of the area are as follows:

Objectives

1. Preserve and enhance the physical/ecological assets of the project area.
2. Assist and retain local industries and commercial enterprises.
3. Promote and assist private investment in industrial development.
4. Develop a vehicular circulation system that is designed to provide for free and safe vehicular and pedestrian movement.
5. Further develop park and recreational facilities for service to the area and the City.
6. Install and improve the quality of public improvements to complement development activities and thereby create a sound physical environment and infrastructure for economic growth.
7. Promote and assist in the development of an Interstate 74 and 53rd Street exchange to promote economic development.
8. Provide expanded opportunities for employment for Davenport residents.
9. Encourage the location and expansion of commercial enterprises to more conveniently provide needed services and facilities to the residents of the City.
10. Provide for the acquisition and creation of public open spaces, such as park and trails, intended to support development and other plan objectives that will improve the aesthetic quality of the community.
11. Provide for adequate utility services to ensure the private development of the area.

Activities: The proposed actions in the Urban Renewal Project Area will consist of one or more of the following actions as outlined by Chapter 403 of the Iowa Code.

1. Construction or rehabilitation of buildings.
2. Contracting for the furnishing or repair by any person of services, privileges, works, streets, roads public and private utilities.
3. Vacation and dedication of public rights-of-way.
4. Provision of necessary public works and improvements.
5. Continuing evaluation of the condition of project area buildings, streets, utilities and other improvements necessary to support the development and rehabilitation of the area.
6. Undertaking additional surveys, inspections, City staff work, engineering, and planning studies necessary to the fulfillment of the intent of this Economic Development Plan.
7. Implementation of controls, restrictions, and guidelines to effectuate and preserve the objectives enumerated above.
8. Provision of direct economic development assistance to businesses that meet criteria involving investment and job creation, as established by the City Council and amended from time to time, including, but not limited to grants and loans, specifically supported through the use of Tax Increment Financing.
9. To use any or all other powers granted by Chapter 403 of the Iowa Code to develop and provide for improved economic conditions for the City of Davenport.

5. Previous Urban Renewal Projects

- i. Heart of America: New hotel development with associated mixed use power center
- ii. Revitalize Iowa's Sound Economy (RISE): Payment for road costs
- iii. Hardi North America: Manufacturing expansion with additional employees
- iv. Miracle Tools America: Manufacturing expansion with additional employees

6. Proposed New Projects (Amendments to Plan)

- i. Veteran's Memorial Public Safety Infrastructure Improvements
 - Location: Along Veteran's Memorial Parkway from Eastern Avenue to Elmore Avenue
 - Cost: \$2, 345,000
 - Rationale: To provide public safety and infrastructure improvements in the Veteran's Memorial Parkway corridor. Improvements include enhancing crosswalks and intersections at Jersey Ridge Road and Crumwell Circle as well as bike path enhancements for pedestrian safety.
- ii. Elmore Avenue Extension
 - Location: Extension of the current Elmore Avenue north to Veteran's Memorial Parkway
 - Cost: \$13,000,000
 - Rationale: To provide the road infrastructure to previously undeveloped land and provide access to 250 acres of land along the Elmore Avenue corridor.

iii. Transload Facility and Rail Line Construction

- Location: Eastern Iowa Industrial Center, beginning at the Transload Facility and continuing along the rail right of way through Scott County and the City of Eldridge
- Cost: \$4,100,000
- Rationale: To provide a publically owned facility for loading and unloading from truck to train or vice versa for regional industries and to assist with business growth. Also providing the rail line connection from the existing rail line to the transload facility.

iv. 2014 Internal TIF

- Cost: \$275,000
- Rationale: To reimburse the General Fund for Economic Development staff costs and other economic development related activities such as economic research tools and training.

7. Proposed New Area (Amendments to Plan):

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East, excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922 and;

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 feet westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No.932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:.

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North

02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42 degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57 minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence

North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line of said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the

North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78 foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Eldridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet

to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feet for a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly right-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Combined tracts contain 41.41 acres, more or less.

8. Debt

- June 30, 2014 constitutional debt limit: \$307,269,293
- Current outstanding general obligation debt: \$205,587,350
- Proposed amount of indebtedness to be incurred: \$19,720,000

9. Property Acquisition and Disposition

The City will follow any applicable requirements for the acquisition and disposition of property.

10. Urban Renewal Plan Amendments

The North Davenport URA may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects or to modify goals or types of urban renewal activities. The City Council may amend this Plan in accordance with applicable state law.

11. Effective Period

This Amendment will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan shall remain in effect until terminated by the City Council and the use of incremental property tax revenues, or the "division of revenue" as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. The division of revenues shall continue on the all areas authorized prior to January 1, 1995 as these areas were established prior to the 20 year term limit. All other additions are subject to applicable term limits established by Chapter 403.

12. Repealer

Any part of the previous Plan, as previously amended, in conflict with the Amendment are hereby repealed.

13. Severability Clause

In any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or part of the Plan not determined to be invalid or unconstitutional.

Exhibit A: Legal Description for the North Davenport Urban Renewal Area (Combining the North URA & the I-74-53rd Street URA)

North Area URA:

Beginning at the southeast corner of Section 12, T78N, R3E of the 5th PM; thence west along the south line of said Section 12 to intersection with the westerly right-of-way line of Brady Street (US No 61 northbound); thence northwesterly along said westerly right-of-way line to the intersection with the southerly right-of-way line of 50th Street; thence southwesterly along said southerly right-of-way line to the intersection with the westerly right-of-way line of US No 61 southbound; thence north along said westerly right-of-way line to the intersection with the south right-of-way line, extended east, of Sheridan Street; thence west, along said extended line, and northwesterly and northerly along the southerly and westerly right-of-way line of said Sheridan Street to the intersection with the north right-of-way line east of 53rd Street; thence east along said north right-of-way line to the intersection with the westerly right-of-way line of said US No. 61 southbound thence northerly along said west right-of-way line to the intersection with the southerly line of the NE ¼ of Section 2, T78N, R3E of the 5th P.M.; thence west, along said South line to the SW corner of the SE ¼ of the NE ¼ of said Section 2; thence North along the west line of the SE ¼ of the NE ¼ of said Section 2, to the intersection with the southerly line of Scott County Regional Industrial Park; thence westerly along said southerly line to the intersection with the westerly right-of-way line of Marquette Street; thence northerly along said westerly right-of-way line to the intersection with the northerly right-of-way line of 76th Street; thence easterly along said northerly right-of-way line to the southeast corner of Section 34; T79N, R3E of the 5th PM; thence north along the east line of the southeast quarter of said Section 34 to the intersection with the southerly right-of-way line of I-80; thence northwesterly along said right-of-way line to the intersection with the westerly right-of-way line of Division Street; thence northerly along said westerly right-of-way line to the intersection with said southerly right-of-way line of I-80; thence westerly along said southerly right-of-way line to the intersection with the East line of the SE ¼ of Section 33, T79N, R3N of the 5th P.M.; thence south along said east line to the SE corner of the SE ¼ of said Section 33; thence west along the south line of said SE ¼ to the intersection with the easterly right-of-way line of U.S. Highway No.150 (Northwest Boulevard); thence westerly along said south line to the intersection with the westerly right-of-way line of said U.S. intersection with said southerly right-of-way line of I-80; thence westerly along said southerly line to the intersection with the west line of the SW ¼ of Section 32, T79N, R3E of the 5th P.M.; thence north along said west line to the intersection with the south right-of-way line to the intersection with the east line of the NW ¼ of said Section 32; thence North along said east line and its extension north to the intersection with the northerly line of Sheridan Industrial Park 1st Addition extended westerly; thence easterly along said extended line and said northerly line to the northeast corner of Lot 1 of Hoefer's Addition; thence South along the east line of said Addition to the intersection with the north line of the NE ¼ of said Section 32; thence east along said north line to the northeast corner of said Section 32; thence east along the north line of the NW ¼ of Section 33, T79N, R3E of the 5th P.M., to the intersection with the westerly right-of-way line of Hillandale Road; thence southerly along said westerly right-of-way line to the intersection with the south line of the NW ¼ of said Section 33; thence east along said south line to the southeast corner of said NW ¼; thence east along the south line of the NE ¼ of said Section 33 to the northeast corner of the SE ¼ of said Section 33; thence east

along the south line of the NW ¼ of Section 34, T79N, R3E of the 5th P.M. to the intersection with the westerly right-of-way line of Division Street; thence northerly along said westerly right-of-way line to the intersection with the northerly line of the Davenport Municipal Airport also being the northerly corporation limit line of the City of Davenport, Iowa; thence east along said northerly corporation limit line to the intersection with the easterly right-of-way line of Harrison Street; thence southeasterly along said easterly right-of-way line to the intersection with the south line of the northeast quarter of Section 35, T79N, R3E of the 5th P.M., said line also being the corporation limit line of the City of Davenport, Iowa; thence east along said south line and its extension east to the intersection with easterly right-of-way line of Eastern Avenue; thence southerly along said easterly right-of-way line to the intersection with the south line of the southwest quarter of Section 6, T78N, R4E of the 5th P.M.; thence east along the south line of said Section 6 to the southeast corner of said Section 6; thence continuing east along the south line of Section 5, T78N, R4E of the 5th P.M. to the southeast corner of said Section 5; thence continuing east along the south line of the southwest quarter of Section 4, T78N, R4E of the 5th PM to the intersection with the easterly line, extended northerly, of Crow Valley Office Park 1st addition; thence southwesterly along said extended line and along the east line of said addition 239.13 feet; thence S75°-50' -14"E a distance of 177.09 feet to the intersection with the west line of Crow Valley Golf Club; thence S00°-25'-24"E along said west line 555.70 feet; thence S81°-18' -54" E along the southerly line of said Crow Valley Golf Club a distance of 513.63 feet to the intersection with the east line of the northwest quarter of Section 9, T78N, R4E of the 5th PM, said line also being the corporation limits line of the City of Davenport, Iowa; thence south along said corporation limits line to the intersection with the southerly right-of-way line of East 53rd Street; thence westerly along said southerly right-of-way line to the intersection with the easterly right-of-way line of Utica Ridge Road; thence southwesterly along said, easterly right-of-way line to the intersection with the south line of the southeast quarter of Section 8, T78N, R4E of the 5th PM, said line also being the corporation limits line of the City of Davenport, Iowa; thence west and south along said corporation limits line to the intersection with the south line, extended east, of property owned by R. Hovey Tinsman, Jr., W, Scott Tinsman and Betsey T. Dustman; thence west along said extended line and west along said south line a distance of 469.23 feet to the intersection with the east line of Duck Creek Park; thence north along said east line to the northwest corner of said property; thence east along the north line of said property to the intersection with the westerly right-of-way line of Kimberly Road; thence northwesterly along said westerly right-of-way line and the westerly right-of-way line of old Kimberly Road to the intersection with the west line of the southwest quarter of Section 17, T78N, R4E of the 5th PM; thence north along the west line of said Section 17 to the northwest corner of said Section 17; thence continuing north along the west line of Section 8, T78N, R4E of the 5th PM to the intersection with the south right-of-way line of East 53rd Street; thence west along said south right-of-way line to the intersection with the east right-of-way line of Eastern Avenue; thence south along said east right-of-way line to the intersection with the south line of the southwest quarter of Section 7, T78N, R4E of the 5th PM; thence west along the south line to the point of beginning.

Ryan Warehouse Amendment (North URA):

Commencing at the North Quarter Corner of said Section 33, thence South 2 degrees 30 minutes 46 seconds East, 1335.79 feet on the west line of the Northeast Quarter of said Section 33 to the westerly extension of the northerly line of Lot 6 in Interstate 80 Airport Industrial Park; thence North 88 degrees 30 minutes 44 seconds East, 431.45 feet on said extension and northerly line to the point of beginning; thence North 01 degrees 19 minutes 32 seconds West, 450.13 feet; thence North 88 degrees 40 minutes 28 seconds East, 2208.00 feet to the east line of the North Half of the Northeast Quarter of said Section 33; thence South 02 degrees 14 minutes 44 seconds East, 443.92 feet on said east line to the north line of the Interstate 80 Airport Industrial Park Subdivision; thence South 88 degrees 30 minutes 44 seconds West, 2215.14 feet on said north line to the point of beginning, containing 22.70 acres, more or less; and Lot 5 and the easternmost 14.05 acres of Lot 6 of the Interstate 80 Airport Industrial Park, being a subdivision of parts of Section 33, Township 79 North, Range 3 East of the 5th P.M., City of Davenport, Scott County, Iowa.

MA Ford Amendment (North URA):

Beginning at the intersection of the southerly right-of-way line of I-80 and the East line of the SE ¼ of Section 33, T79N, R3E of the 5th PM; thence south along said east line to the SE corner of the SE ¼ of said Section 33; thence west along the south line of said SE ¼ to the intersection with the easterly right-of-way line of U.S. Highway No. 150 (Northwest Boulevard); thence westerly along said south line to the intersection with the westerly right-of-way line of said U.S. 150 (Northwest Boulevard); thence northerly along said westerly line to the intersection with the southerly right of way of I-80; thence easterly along said southerly right-of-way to the point of beginning.

Von Maur (North URA):

Scott County, Iowa, Parcels X0133-01, X0133-02B and X0135-03A more commonly known as 6565 Brady Street.

Parcel No. X0133-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 6, 2013 as Document 2013-00038554 with the following legal description:

A tract of land in the Southwest Quarter of Section 1, Township 78 North, Range 3 East of the Fifth P.M., in Davenport, Scott County, Iowa, more particularly described as follows: Commencing at the Southwest Corner of the Northwest Quarter of the Southwest Quarter of said Section 1; thence South 89°53'30" East a distance of 742.06 feet; thence North 89°46'12" East a distance of 162.98 feet; thence North 00°03'56" West a distance of 75.45 feet, thence South 78°51'38" East a distance of 26.67 feet to the point of beginning; thence North 00°03'56" West a distance of 350.93 feet; thence 89°56'04" East a distance of 400.31 feet; thence South 01°01'12" West a distance of 385.06 feet; thence South 89°46'12" West a distance of 121.40 feet to a point of curvature; thence Westerly along a 969.12 foot radius curve concave Northerly a distance of 192.31 feet to a point of tangency; thence North 78°51'38" West a distance of 81.98 feet to the point of beginning.

Parcel No. X0133-02B described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on August 7, 1996 as Document 1996-00020580 with the following legal description: Lots 1 and 2 in the Replat of Lot 1 in Mark Rohlf's First Addition to the City of Davenport, Iowa.

Parcel X0135-03A: The Southwest Quarter of Section 1, Township 78 North, Range 3 East of the Fifth P.M., excepting the railroad right-of-way and the right-of-way of Veterans Memorial Parkway, all located in the City of Davenport, Scott County, Iowa.

Von Maur E Commerce (North URA):

X0151-01B described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on August 16, 2007 as Document 2007-00024992 with the following legal description:

The East one-half (1/2) of the Southwest Quarter of Section 1, Township 78 North, Range 3 East of the 5th P.M., Parcel # X0151-01A and # X0135-03A, Scott County, Iowa, except that part conveyed to the City of Davenport, Iowa by deed recorded on August 18, 2007 as Document NO. 2007-24992.

Property Added to the North Urban Renewal Area (2009 Amendment):

Parcel No. O2015-03 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on August 22, 2003 as Document 2003-45102 with the following legal description: Carleton Life Support Systems, Inc. located at 2734 Hickory Grove Rd, Davenport, IA 52804. Parcel number 02105-03. Tract I: Part of the West Half of the Northeast Quarter of Section 21, Township 78 North, Range 3 East of the Fifth Principal Meridian: Commencing at the Southeast corner of the Northeast Quarter of said Section 21, Township 78 North, Range 3 East of the Fifth Principal Meridian; thence West 42.65 feet; thence North 45° West 1752.96 feet to the place of beginning of the tract of land herein described; thence North 45° West 24.71 feet along the Southerly line of Hickory Grove Road as now established; thence North 52° 03' West 352.72 feet along the Southerly line of Hickory Grove Road as now established; thence South 37° 17' West 420.09 feet to a point in the Northerly line of the Chicago, Rock Island and Pacific Railroad Company right of way; thence South 50° 26' East 701.71 feet along said Northerly right of way line to the East line of the West Half of the Northeast Quarter of said Section 21; thence North along said East line 0° 58' East 546.91 feet to the place of beginning.

Tract II: That part of the Southeast Quarter of the Northeast Quarter of Section 21, Township 78 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows: Commencing at a point on the West lone of the Davenport and Hickory Grove Road, which point is 67 links West of the Southeast corner of the Northeast Quarter of said Section 21; thence West on the Quarter Section line 6.21 chains to the North line of the Chicago, Rock Island and Pacific Railroad Company's right of way; thence North 50 1/4° West 16.50 chains to the West line of said Southeast Quarter of the Northeast Quarter of said Section 21: thence North along said West line 8.30 chains to the West line of said Davenport and Hickory Grove Road; thence South 45° East 26.56 chains to the place of beginning, except the South 35 feet thereof.

EXCEPTING THEREFROM BOTH OF THE ABOVE DESCRIBED TRACTS FROM THE FOLLOWING PARCELS:

Parcel A: Part of the Southeast Quarter of the Northeast Quarter of Section 21, Township 78 North, Range 3 East of the 5th P.M., being more particularly described as follows: Commencing at a point, said point being the point of intersection of the North line of Central Park Avenue and the Southwesterly line of Hickory Grove Road as now platted, said point being the point of beginning, thence Westerly on and along the North line of Central Park Avenue a distance of 37 feet, thence Northerly along a straight line to a point, said point being on the Southwest line of Hickory Grove Road 50 feet Northwesterly from the point of beginning, thence Southeasterly to the point of beginning.

Being that same parcel conveyed by Quit Claim Deed to the City of Davenport, Iowa dated October 13, 1966 and recorded on December 5, 1966 in Book 301 Deed, Page 442, in the office of the Scott County, Iowa Recorder.

Parcel B: A Tract of land located in the Southeast Quarter of the Northeast Quarter of Section 21, Township 78 North, Range 3 East of the 5th P.M. in Davenport, Scott County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Tract #1 herein and also Tract #1 conveyed to Bendix Aviation Corporation by deed recorded in Book 90 Lands, Page 476, Scott County Recorder's Office, Davenport, Iowa; thence South 50° 26' 00" East (assumed bearing) along the Northerly R.O.W. of the Chicago, Rock Island & Pacific Railroad, a distance of 754.04 feet to the point of beginning; thence North 45° 01' 18" East a distance of 322.65 feet to a point on the Westerly R.O.W. of Hickory Grove Road; thence South 44° 54' 30" East along the Westerly R.O.W. of Hickory Grove Road a distance of 527.02 feet; thence South 06° 40' 30" West a distance of 38.35 feet to a point on the Northerly R.O.W. of West Central Avenue; thence South 89° 52' 00" West along the Northerly R.O.W. of West Central Park Avenue a distance of 372.98 feet to a point on the Northerly R.O.W. of Chicago, Rock Island & Pacific Railroad; thence North 50° 26' 00" West along the Northerly R.O.W. of the Chicago, Rock Island & Pacific Railroad a distance of 289.10 feet to the point of beginning.

Being the same parcel conveyed to Davenport Bank and Trust Company by deed dated September 10, 1974 and filed September 11, 1974 as Document No. 14563-74 in the office of the Scott County, Iowa Recorder.

Jancy Engineering: Parcel No. O2015-04A described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on April 2, 2003 as Document 2003-16277 with the following legal description:

Part of the East Half of the Northeast Quarter of Section 21, Township 78 North, Range 3 East of the 5th P.M. in the City of Davenport, Scott County, Iowa, particularly described as follows: Commencing at the Northeast corner of said Section 21, thence South 88° 48' West along the North line of said Section 21 for a distance of 618.4 feet to the point of beginning, thence continuing South 88° 48' West and along said North line of Section 660.3 feet to the Easterly line of a road; thence South 0° 03' East and along said Easterly line of a road; 846.6 feet; thence North 87° 33' East 150.1 feet; thence South 0° 03' East 694.6 feet, more or less, to the center line of Hickory Grove Road; thence South 46° 11' East and along said center line of road, 707.6 feet, more or less, to a point located South 0° 03' East 2037 feet from the

point of beginning, thence North 0° 03' West 2037 feet to the point of beginning, containing 23.53 acres, more or less, exclusive of highway right of way.

Except the following portion of said real estate: Commencing at the Northeast corner of said Section 21; thence South 88° 48' West, along the North line of said Section 21, a distance of 618.4 feet to the point of beginning; thence continuing South 88° 48' West, along the North line of said Section 21 a distance of 660.3 feet to the Easterly line of a road; thence South 0° 03' East, along the Easterly line of a road, a distance of 846.6 feet; thence North 87° 33' East a distance of 150.1 feet' thence North 89° 57' East a distance of 30 feet; thence South 0° 03' East a distance of 568.03 feet to the center line of Hickory Grove Road, thence South 46° 11' along the center line of Hickory Grove Road, a distance of 312.60 feet; thence North 0° 03' West a distance of 2037 feet to the point of beginning containing 18.7 acres, more or less. Subject to existing right of way for Hickory Grove Road.

Property Added to the North Urban Renewal Area (2014 Amendment):

Parcel No. W3453-01B described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on September 19, 1989 as Document 1989-16281 with the following legal description: HARDI North America Inc. located at 1500 W 76th Street, Davenport, IA 52806. Parcel number W3453-01B. Legal Description: NOR DAV ADD LOTS 7, 8, 9, 10, 11, p12, 13 & OL A (EXC PRT OT CITY FOR STREET) (EXC PRT TO SCOTT COUNTY FOR STREET DOC #11018-85).

Property Added to the North Urban Renewal Area (2015 Amendment)

Parts of Sections 26, 27, 28 and 33 all in Township 79 North Range 3 East of the 5th P.M. being more particularly described as follows:

Tract 1 (City of Davenport): Parcel No. W3307-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36630 with the following legal description:

Part of the North Half of the Northeast Quarter of Section 33 in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: Lot 1 of Interstate 80 Airport Industrial Park 6th Addition to the City of Davenport Iowa. Said tract contains 13.64 acres, more or less.

Tract 2 (City of Davenport): Parcel No. W2801-01 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 22, 2011 as Document 2011-36628 with the following legal description:

Part of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: The Eastern 390.00 feet of the Southeast Quarter of the Southeast Quarter of Section 28, in Township 79 North Range 3 East, excluding the Rail Road Right-of-Way per document 2011-1922. Said tract contains 10.00 acres, more or less.

Tract 3 (City of Davenport): Parcel No. W2801-02 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

and

Tract 4 (Scott County): Parcel No. 932839005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1922.

Tract 3 and 4 are legally described as follows:

Part of the Southeast Quarter of Section 28 and the Southwest Quarter of Section 27, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A variable width right-of-way, the centerline of which is divided into equal stations of 100.00 feet in length; said centerline is described as follows: Commencing at the West Quarter Corner of said Section 27; thence South 02 degrees 09 minutes 53 seconds East 2.85 feet on the west line of the Southwest Quarter of said Section 27; thence North 87 degrees 50 minutes 11 seconds East 0.60 feet to the east line of described right-of-way line of Slopertown Road; thence on said southerly line and the arc of a 1943.00 foot radius curve, concave northeasterly 25.98 feet, with a chord bearing and distance of North 81 degrees 38 minutes 28 seconds East 25.98 feet to the point of beginning; said point being centerline Station 219+36.05; thence South 02 degrees 09 minutes 49 seconds East on said centerline 2660.95 feet to the intersection with the south line of the Southeast Quarter of said Section 28 and there terminating a centerline Station 245+96.97. The east line of the proposed right-of-way line is 25.00 feet easterly of a parallel with the aforesaid centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet left of Station 219+40.80 and runs southerly to Station 239+99.14; thence said right-of-way widens to 35 feet easterly of and parallel with said centerline to Station 245+97.37 at the intersection with the south line of the Southwest Quarter of said Section 27; and there terminating. The west line of the proposed right-of-way is 25.00 feet westerly of and parallel with said centerline, bounded on the north by the southerly right-of-way line of Slopertown Road at 25.00 feet right of Station 219+31.09 and runs southerly to Station 221+49.11; thence said right-of-way line widens to 45.00 feet westerly of and parallel with said centerline to Station 237+99.52; thence said right-of-way line narrows to 25.00 feet westerly of and parallel with said centerline to Station 239+9.14; thence said right-of-way line widens to 35.00 westerly of and parallel with said centerline to Station 245+96.56 at the intersection with the south line of the Southeast Quarter of said Section 28, and there terminating. The above described right-of-way contains 4.10 acres, more or less. Right-of-way plat attached and by this reference made apart hereof.

Tract 5 (City of Eldridge): Parcel No.932703005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2001-1925 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05

seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; thence South 87 degrees 57 minutes 04 second West along the centerline of said strip 1432.24 feet to the point of curvature of a curve, concave southeasterly, having a radius of 716.20 feet with a central angle of 90 degrees 04 minutes 12 seconds and a chord bearing and distance of South 42degrees 55 minutes 11 seconds West 1013.48 feet for a distance of 1125.88 feet along said curve; thence South 02 degrees 06 minutes 55 seconds East 862.30 feet to the northerly right-of-way line of Slopertown Road and there terminating. Said tract contains 3.93 acres, more or less.

Tract 6 (City of Eldridge): Parcel No. 932713002 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on July 29, 1985 as Document 1985-11443 with the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a strip of land 50.00 feet wide the centerline being described as follows: Commencing at the southeast corner of the Northeast Quarter of the Northwest Quarter of Section 27; thence North 02 degrees 02 minutes 05 seconds West 314.87 feet; thence South 87 degrees 57 minutes 04 seconds West 545.77 feet to the point of beginning; North 87 degrees 57 minutes 04 seconds East 545.77 feet to the west line of Buttermilk Road also known as 155th Avenue and there terminating. Said tract contains 0.63 acres, more or less.

Tract 7 (Scott County): Parcel No. 932705006 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1923. With the following legal description:

Part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of said Section 27, thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Section 27; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the east line of the west half of the Northeast Quarter of said Section 27 and the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1292.58 feet to the east right-of-way line of Buttermilk Road (155th Avenue) and there terminating. Along with a triangular piece of land lying adjacent to and coincident with the southwest corner of the above described right-of-way said corner being the point of beginning; thence North 87 degrees 57 minutes 04 seconds East 148.00 feet along the south line of the the above described right-of-way; thence southwesterly to a point in the east right-of-way line of Buttermilk Road (155th Avenue) 35 feet southerly of the southwest corner of the above described right-of-way; thence North east right-of-way line of Buttermilk Road (155th Avenue) 35 feet to the point of beginning. Said combined tracts contain 1.54 acres, more or less.

Tract 8 (City of Eldridge): Parcel No.932707003 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1926 with the following legal description:

Part of the Northeast Quarter of the Northeast Quarter of Section 27, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way strip of land 50.00 feet wide the centerline being described as follows: Commencing at the northeast corner of the Northeast Quarter of the Northeast Quarter of said Section 27; thence South 01 degrees 53 minutes 47 seconds East 1022.09 feet on the east line of said Quarter Section to the point of beginning; thence South 87 degrees 57 minutes 04 seconds West 1327.16 feet to the west line of the Northeast Quarter of the Northeast Quarter of said Section 27 and there terminating. Said tract contains 1.52 acres, more or less.

Tract 9 (City of Eldridge): Parcel No.932601005 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 18, 2011 as Document 2011-1924 with the following legal description:

Part of the Northwest Quarter of Section 26, all in Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way strip of land 50.00 feet wide described as follows: Commencing at the northwest corner of said Section 26; thence South 01 degree 53 minutes 47 seconds East along the west line of said Northwest Quarter 997.09 feet to the south line of land currently owned by Alfred Arp LLC as described in the Court Officer Deed filed for recorded on March 18, 1997 as document 1997-6145, and being the point of beginning; thence North 87 degrees 50 minutes 07 seconds East along said south line 1213.09 feet to the northwest corner of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge; thence South 02 degrees 18 minutes 17 seconds East along the west line of said Lot 1 50.00 feet; thence South 87 degrees 50 minutes 07 seconds West along a line 50.00 feet southerly of and parallel to the south line of said land owned by Alfred Arp LLC 1213.44 feet to the west line of said Northwest Quarter; thence North 01 degrees 53 minutes 47 seconds West along the west line of said Northwest Quarter 50.00 feet to the point of beginning. Said tract contains 1.39 acres, more or less.

Tract 10 (City of Eldridge): Parcel No.9326031012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34211 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: A right-of-way 50.00 feet wide described as the North 50.00 feet of Lot 1 of Lancer Industrial Park South Behrens Second Addition to the City of Eldridge. Said tract contains 1.01 acres, more or less.

Tract 11 (City of Eldridge): Parcel No.932603101-22 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34209 with the following legal description:

Part of the North Half of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 feet wide in part of Lots 1 and 2 of Lancer Industrial Park South to the City of Eldridge, with the centerline being described as follows: Commencing at the northwest corner of said Lot 2; thence South 01 degree 10 minutes 15 seconds West along the west line of said Lot 2 174.82 feet to the point of beginning; thence 284.78 feet along the arc of a 716.78

foot radius curve concave northwesterly, having a chord bearing and distance of North 71 degrees 55 minutes 58 seconds East 282.91 feet with a central angle of 22 degrees 45 minutes 51 seconds; thence North 60 degrees 33 minutes 03 seconds East 40.72 feet; thence 339.72 feet along the arc of a 716.78 foot radius curve concave southeasterly with a chord bearing and distance of North 74 degrees 07 minutes 43 seconds East 336.55 feet with a central angle of 27 degrees 09 minutes 20 seconds; thence North 87 degrees 42 minutes 23 seconds East 52.95 feet to the east line of said Lots 1 and 2 and there terminating. Said tract contains 0.82 acre, more or less.

Tract 12 (City of Eldridge): Parcel No.9326052012 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34207 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 25.00 feet wide located in part of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge described as follows: The South 25.00 feet of Lots 1 and 3 of the Replat of Lot 2 of Mueller Lumber 1st Addition to the City of Eldridge. Said tract contains 0.30 acre, more or less.

Tract 13 (City of Eldridge): Parcel No.9326052012 described in the Quit Claim Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34205 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 12.50 feet wide located in part of Lot 3 of Lancer Industrial Park South to the City of Eldridge described as follows: the North 12.50 feet of Lot 3 of Lancer Industrial Park South to the City of Eldridge. Said tract contains 0.15 acre, more or less.

Tract 14 (City of Eldridge): Parcel No.93260530A2 described in the Corrected Warranty Deed filed for record with the Office of the Recorder of Scott County on June 10, 2013 as Document 2013-18332 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel A in Mueller Lumber 2nd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southwest corner of said Parcel A, thence North 02 degrees 01 minutes 33 seconds West a distance of 125.16 feet on the east line of said Parcel A to a point of curve, concave northwesterly, having a radius of 552.00 feet and the point of beginning; thence southwesterly 148.79 feet along the arc of said curve through a central angle of 16 degrees 19 minutes 53 seconds with a chord bearing and distance of South 87 degrees 42 minutes 23 seconds West 80.94 feet to the west line of said Parcel A and there terminating. Said tract contains 0.17 acre, more or less.

Tract 15 (City of Elridge): Parcel No.93260540B2 described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on December 02, 2011 as Document 2011-34203 with the following legal description:

Part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. being more particularly described as follows: a right-of-way 50.00 wide located in part of Parcel B in Mueller Lumber 3rd Addition to the City of Eldridge with a centerline described as follows: Commencing at the southeast corner of said Parcel B, thence North 02 degrees 01 minutes 33 seconds West 195.17 feet on the east line of said Parcel B to a point of curve concave northwesterly having a radius 716.78 feet and being the point of beginning; thence southwesterly 261.31 feet along the arc of said curve through a central angle of 20 degrees 53 minutes 17 seconds with a chord bearing and distance of South 72 degrees 08 minutes 00 seconds West 259.87 feet to the west line of said Parcel B and there terminating. Said tract contains 0.30 acres more or less.

Tract 16 (City of Eldridge): Parcel No.93260540C described in the Warranty Deed filed for record with the Office of the Recorder of Scott County on January 12, 2011 as Document 2011-1467, containing two tracts, a permanent rail easement and a roll & hold easements in the Plat of Rail Easements dated September 30, 2014.

Tract No. 1 PRE Permanent Rail Easement

A parcel of land located in part of Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 1-PRE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows: Commencing in the southeast corner Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 125.57 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of North 84 degrees 09 minutes 52 Seconds West 561.22 feet for a distance of 591.71 feet; thence South 79 degrees 29 minutes 50 seconds West 7.76 feet to the intersection with the wesyt line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west .ine of said Parcel C 42.86 feet; thence northeasterly, easterly and southeasterly along the arc of a curve concave southerly with a radius of 650.81 feet with a chord bearing and distance of North 88 degrees 49 minutes 58 seconds East 566.27 feetfor a distance of 585.85 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds West along the east line of said Parcel C 110.04 feet to the point of beginning. Said tract contains 0.99 acre, more or less.

Tract No. 2 PR&HE Permanent Roll and Hold Easement

A parcel of land located in part of Parcel B and Parcel C of Mueller Lumber 3rd Addition to the City of Eldridge situated in part of the Northeast Quarter of Section 26, Township 79 North, Range 3 East of the 5th P.M. shown as Tract No. 2-PR&HE on the attached Plat of Rail Easements Sheet 1 of 4 attached hereto and by this reference made a part hereof and being more particularly described as follows:

Commencing at the southeast corner of Parcel C of said Mueller Lumber 3rd Addition; thence North 00 degrees 11 minutes 13 seconds East along the east line of said Parcel C 4.81 feet to the point of beginning; thence in a northwesterly, westerly and southwesterly direction along the arc of a curve

concave southerly with a radius of 529.73 feet with a chord bearing and distance of North 72 degrees 06 minutes 33 seconds West 497.89 feet for a distance of 518.32 feet; thence South 79 degrees 56 minutes 57 seconds West 381.64 feet to the intersection with the southerly right-of-way line of an existing rail easement; thence in a northeasterly direction along the arc of a curve concave northwesterly with a radius of 741.78 feet with a chord bearing and distance of North 72 degrees 24 minutes 01 seconds East 194.65 feet for a distance of 195.21 feet to the intersection with the west line of said Parcel C; thence North 00 degrees 11 minutes 56 seconds East along the west line of said Parcel C 13.75 feet; thence North 79 degrees 29 minutes 50 seconds East 7.76 feet; thence in a northeasterly, easterly and southeasterly direction along the arc of a curve concave southerly with a radius of 645.21 feet with a chord bearing and distance of South 84 degrees 09 minutes 52 seconds 561.22 feet for a distance of 591.71 feet to the intersection with the east line of said Parcel C; thence South 00 degrees 11 minutes 13 seconds along the east line of said Parcel C 120.76 feet to the point of beginning. Said tract contains 0.92 acre, more or less.

Note the East line of Parcel C of Mueller Lumber 3rd Addition has a platted bearing of N00 degrees 13 minutes 40 seconds East and a surveyed bearing of North 00 degrees 11 minutes 13 seconds East which is used for the purpose of this description.

Combined tracts contain 41.41 acres, more or less.

I-74/53rd Urban Renewal Area

A Tract of land located in part of Sections 8, 17 and 20 T78N, R4E of the 5th P.M., Scott County, Davenport, Iowa more particularly described as follows: Commencing at the southeast corner of said Section 8; thence West along the south line of the southeast quarter of said Section 8 for a distance of 1345 feet more or less to the intersection of the west right-of-way line of Utica Ridge Road with the centerline of 46th Street, said intersection being the Point of Beginning of the tract of land described herein: thence continuing West along the south line of the southeast quarter of said Section 8 for a distance of 1336.07 feet to the southwest corner of the southeast quarter of said Section 8; thence South along the east line of the west half of Section 17 for a distance of 5280 feet more or less, to the southwest corner of the southeast quarter of Section 17; thence continuing South along the east line of the west half of Section 20 for a distance of 1915 feet more or less, to the intersection of the said east line with the easterly extension of the south property line of that property deeded to R. Hovey and W. Scott Tinsmann and recorded as Trustee's Deed #18792-80 in the Office of the County Recorder, Scott County, Iowa; thence S89 35'W for a distance of 469.23 feet; thence N00 10'15"E for a distance of 557 feet; thence N88 54'09"E for a distance of 345.82 feet to a point on the southwesterly right-of-way line of Kimberly Road; thence Northwesterly along the southwesterly right-of-way line of said Kimberly Road to the intersection of the southwesterly right-of-way of said Kimberly Road with the west line of the southwest quarter of said Section 17, said intersection being the northeast corner of Lot 17 of Peeters' Twenty-Second Addition to the City of Davenport; thence north along said west line for a distance of 240 feet more or less, to the southwest corner of the northwest quarter of the southwest quarter of said Section 17; thence N89 24'E along the south line of said northwest quarter to a point, said point being 700 feet west of the center line of Elmore Avenue; thence northeasterly for a distance of 1400 feet

more or less, to the intersection with the westerly extension of the north right-of-way line of 38th Street; thence east along said westerly extension for a distance of 250 feet to the east line of the west half of the northwest quarter of said Section 17; thence north along said east line for a distance of 2610 feet more or less, to the northeast corner of said west half; thence continuing north along the east line of the southwest quarter of the southwest quarter of Section 8 to the northeast corner of the southwest quarter of the southwest quarter of said Section 8; thence N89 51'W along the north line of the southwest quarter of the southwest quarter of said Section 8 for a distance of 412.95 feet; thence N0 20'W for a distance of 1329.36 feet to the centerline of 53rd Street; thence west along the centerline of said 53rd Street for a distance of 165 feet more or less, to the intersection of the centerline of 53rd Street with the west property line of that property deeded to Julius H. Rostenbach and recorded as Warranty Deed #4972 in Book of Lot Deeds 208, page 249, in the Office of the County Recorder, Scott County, Iowa; thence north along said west property line for a distance of 1725 feet more or less, to the northwest corner of said property deeded to Julius Rostenbach; thence east along the north line of said deeded property for a distance of 1925 feet more or less, to the center line Interstate Route No. 74; thence southerly along said centerline for a distance of 435 feet more or less, to the intersection with the south line of the north half of the northeast quarter of Section 8; thence east along said south line for a distance

Amendment to I-74/53rd Street Urban Renewal Area (SW corner I-80 and I-74 Intersection)

A tract of land situated in part of the E ½ of Section 6 and part of the W ½ of Section 5 all in Township 78 North, Range 4 East of the 5th Principle Meridian, City of Davenport, Scott County, Iowa, and being more particularly described as follows:

Beginning at the intersection of the Westerly Right of Way line of I-74 with the South line of the Southwest Quarter of said Section 5; Thence West along the South line of the Southwest Quarter of said Section 5 to the Southwest corner of the Southwest Quarter of said Section 5; Thence continuing West along the South line of the Southeast Quarter of said Section 6 to the intersection with the Easterly Right of Way line of Jersey Ridge Road; Thence North along the Easterly Right of Way line of said Jersey Ridge Road to the intersection with the Southerly Right of Way line of Interstate 80; Thence in an Easterly and Southeasterly direction along the Southerly Right of Way line of said I-80 and the Westerly Right of Way line of I-74 to the Point of Beginning. Containing 480 Acres more or less.

North Urban Renewal Area

North Urban Renewal Area

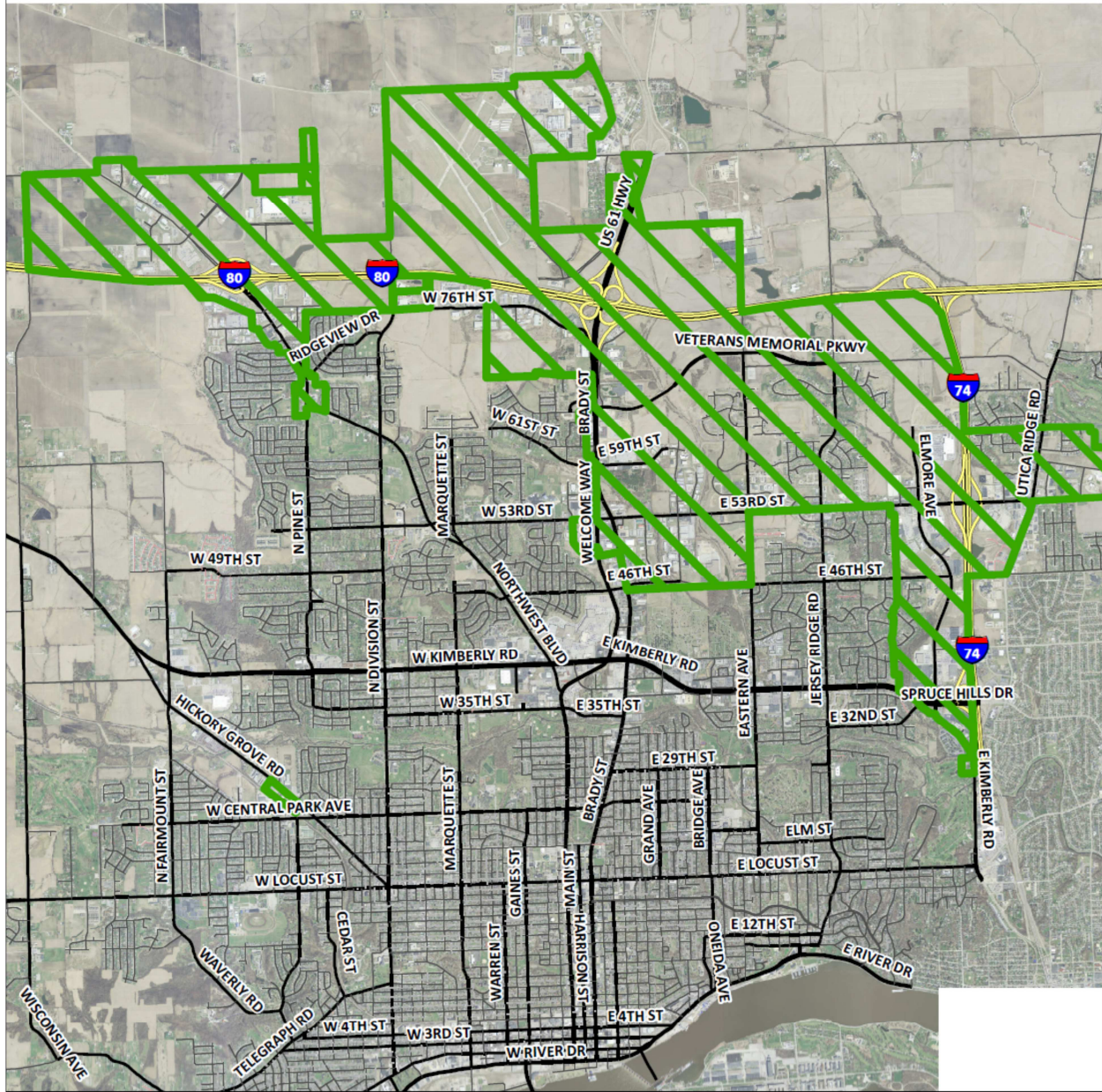
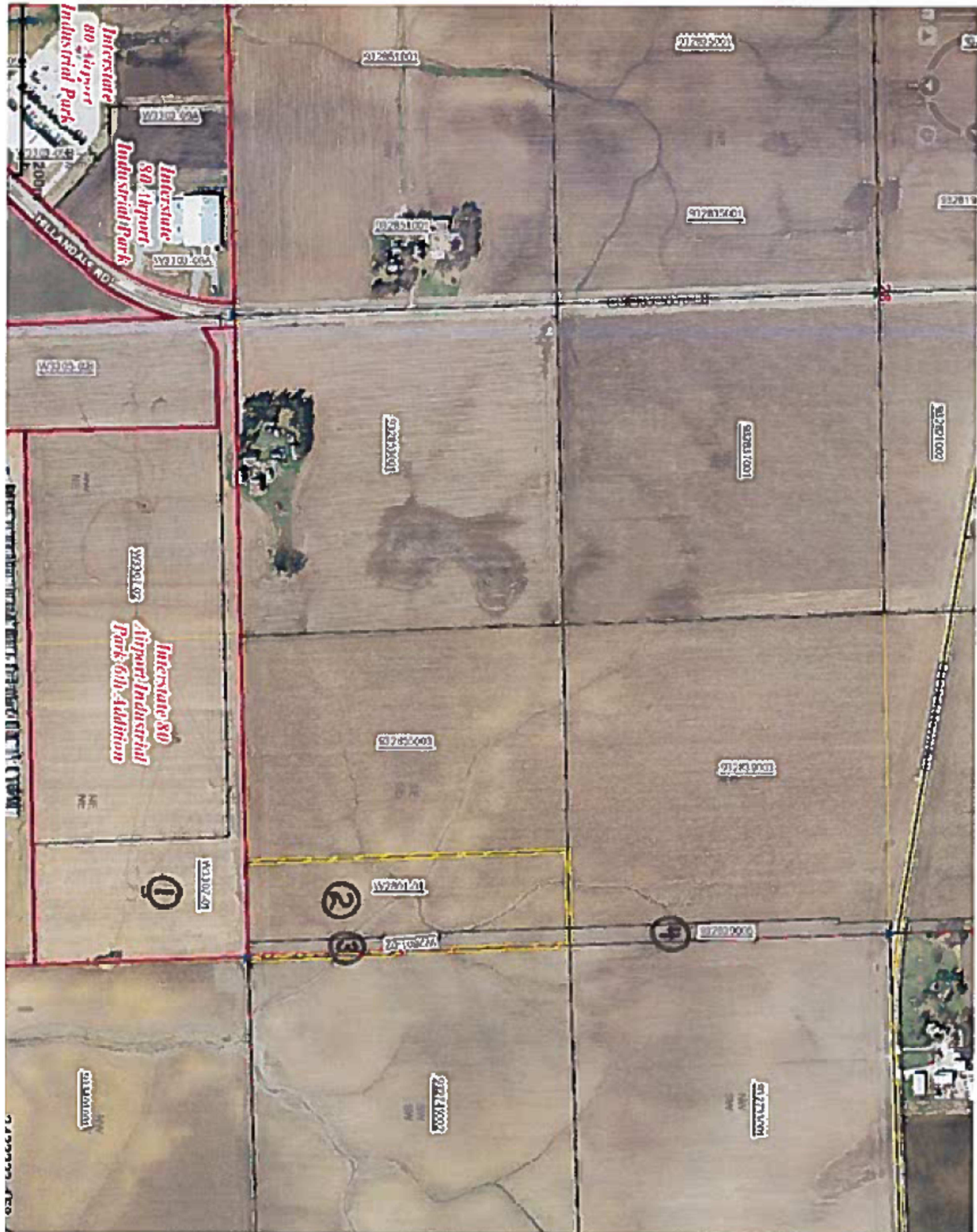


Exhibit C: Map of Rail ROW Parcels in North URA







City of Davenport

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

Action / Date
6/3/2015

Subject:

Resolution approving Case No. F15-10 being final plat of County subdivision HMI Addition, located at 10863 – 140th Street (US 61) or along the south side 140th St (US 61) and west of 110th Avenue (Y 48 or Buffalo Avenue) containing one (1) commercial/industrial lot. [County]

Recommendation:

Findings:

- This encompasses an existing business and separates it for separate ownership.
- The County is the lead reviewer as it is not likely the City will annex this area in the foreseeable future.

Recommendation: Plan and Zoning Commission accepted the findings and forwards Case No. F15-10 to the City Council with a recommendation for approval subject to the following conditions:

1. The surveyor signs the plat prior to County approval.
2. The utility companies sign the plat when their easement needs have been met prior to County approval.

The Commission vote for approval was unanimous with 10-yes, 0-no and 0-abstentions.

Relationship to Goals:

Added emphasis on economic development.
Intergovernmental cooperation.

Background:

The plat is proposed to separate an existing business from the remainder of the property for individual ownership. According to the business owner this was to have been done when the property was leased but the owner of the larger parcel did not follow through. The County has already reviewed a sketch plat and their primary concern is the development of the access to serve the remainder of the property. This will eventually be accomplished via a frontage road as per the County conditions placed on the sketch plat below.

Please refer to the Commission's letter and background materials for further information.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution F15-10 HMI Add'n
▣ Backup Material	Background F15-10 HMI Add'n

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	5/27/2015 - 6:41 PM
Community Development Committee	Berger, Bruce	Approved	5/27/2015 - 6:42 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:30 PM

Resolution No. _____

Resolution offered by Ald Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-10 being final plat of County subdivision HMI Addition, located at 10863 – 140th Street (US 61) or along the south side 140th St (US 61) and west of 110th Avenue (Y 48 or Buffalo Avenue) containing one (1) commercial/industrial lot. [County]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the County final plat of HMI Addition to Scott County, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated May 20, 2015 and as follows:

1. The surveyor signs the plat prior to County approval; and
2. The utility companies sign the plat when their easement needs have been met prior to County approval.

and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon said plat as required by law.

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to record the attached waiver of assessment.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk



City of Davenport

226 West Fourth Street • Davenport, Iowa 52801
Telephone: 563-326-7711 TDD: 563-326-6145
www.cityofdavenportiowa.com

May 20, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of May 19, 2015, the City Plan and Zoning Commission considered Case No. F15-10 being the County final plat of HMI Addition a one (1) lot commercial subdivision containing 3.86 acres, more or less, and located at 10863 – 140th Street which is along the south side of US 61 and west of 110th Avenue (Y-48). The applicant is James Crawford dba HMI Properties. The plat is proposed to separate an existing business from the remainder of the property for individual ownership. The County will consider the plat after the Council review.

Findings:

- This encompasses an existing business and separates it for separate ownership.
- The County is the lead reviewer as it is not likely the City will annex this area in the foreseeable future.

The City Plan and Zoning Commission accepted the findings and forwards Case No. F15-10 to the City Council with a recommendation for approval subject to the following conditions:

1. The surveyor signs the plat prior to County approval.
2. The utility companies sign the plat when their easement needs have been met prior to County approval.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ROW15-04 Y&J Properties Swits St	F15-09 Russell-Crow Valley Office Park 5th	F15-10 HMI Add'n (County)					
Connell	p	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	AB	Y					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P	Y	Y	Y					
Martinez	p	Y	Y	Y					
Tallman	P	AB	Y	Y					
		9-YES 0-NO 1-ABSTAIN	9-YES 0-NO 1-ABSTAIN	10-YES 0-NO 0-ABSTAIN					



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

PLAN AND ZONING COMMISSION

Meeting Date: May 19, 2015
Request: Final Plat HMI Addition
Address: South of 140th Street US 61 & West of 110th Ave
aka 10863 - 140th St (County)
Case No.: F15-10
Applicant: James Crawford

INTRODUCTION

Case No. F15-10 being the County final plat of HMI Addition a one (1) lot commercial subdivision containing 3.86 acres, more or less, and located at 10863 – 140th Street which is along the south side of US 61 and west of 110th Avenue (Y-48). The applicant is James Crawford dba HMI Properties. The plat is proposed to separate an existing business from the remainder of the property for individual ownership.

Recommendation: Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F15-10 to the City Council with a recommendation for approval subject to the listed conditions.

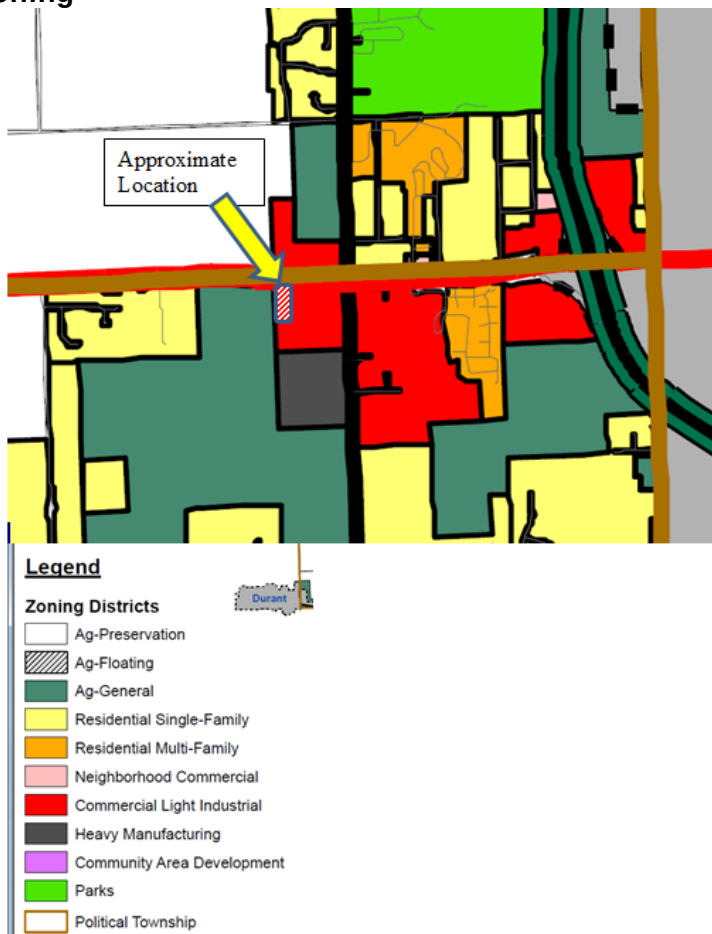
Aerial Photo:



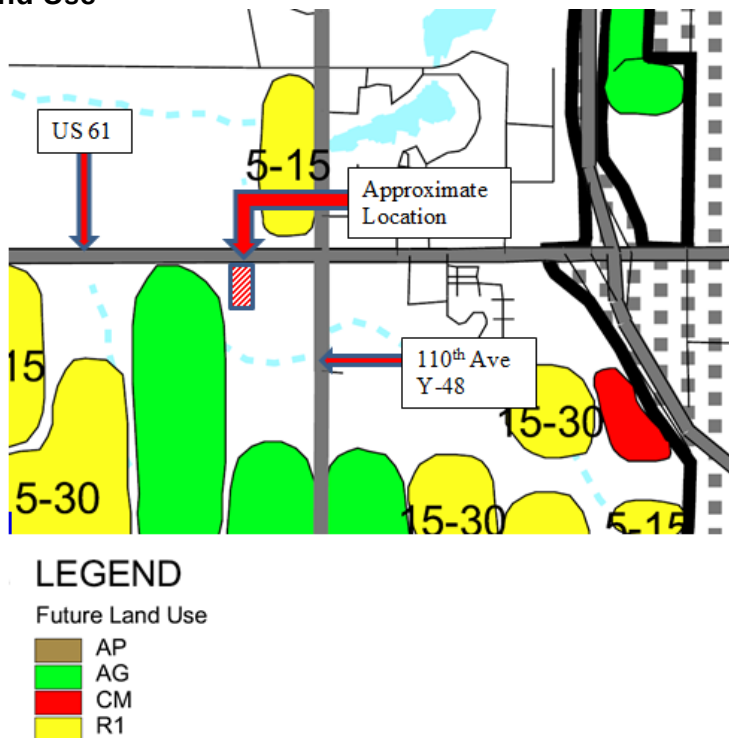
0 0.125 0.25 0.5 Miles



Zoning



Land Use



BACKGROUND

Zoning: County – Commercial/Light Industrial

Proposed Land Use: County – Undesignated, areas without any color designations are judged not likely to undergo any change in zoning for the next thirty or more years.

This County plat located within the City's two-mile extraterritorial review authority which is only for subdivisions.

Business is an existing use; according to tax records the building was constructed in 1994.

Technical Review:

Streets. The proposed plat is located along the south side of 140th Street (US 61) and west of 110th Avenue (Y-48 or Buffalo Avenue). US 61 is a state highway with access controlled by the Iowa Department of Transportation (IDOT).

Storm Water. This is an existing land use, the subdivision does not change existing conditions. Existing stormwater infrastructure consists of the ditch line along the highway and sheet flow runoff from the property.

Sanitary Sewer. No public sanitary sewer is available, therefore wastewater service would be through an on-site septic system.

Other Utilities. The use is serviced by a private well. Gas and electric service should be available.

Emergency Services. The property is located approximately four and one-half (4-1/2) mile from both Fire Station No. 5, which is located at 2805 Telegraph Road and the City of Buffalo station.

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

PUBLIC INPUT

This is a final plat and no notification is required.

DISCUSSION

The County has already reviewed a sketch plat and their primary concern is the development of the access to serve the remainder of the property. This will eventually be accomplished via a frontage road as per the County condition below. The sketch plan was approved by the County subject to the following conditions:

1. *That prior to Final Plat approval a deed restriction be recorded on the unplatted balance of this property that states that any future subdivision of this property will require frontage road improvements be completed prior to approval of any additional subdivision of this property;*
2. *That any requirements of the City of Davenport be incorporated prior to Final Plat approval; and*
3. *That the City of Davenport approve the plat prior to the County Board of Supervisors approval of any Final Plat.*

The County will review the final plat once the City review is complete.

STAFF RECOMMENDATION

Findings:

- This encompasses an existing business and separates it for separate ownership.
- The County is the lead reviewer as it is not likely the City will annex this area in the foreseeable future.

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F15-10 to the City Council with a recommendation for approval subject to the following conditions:

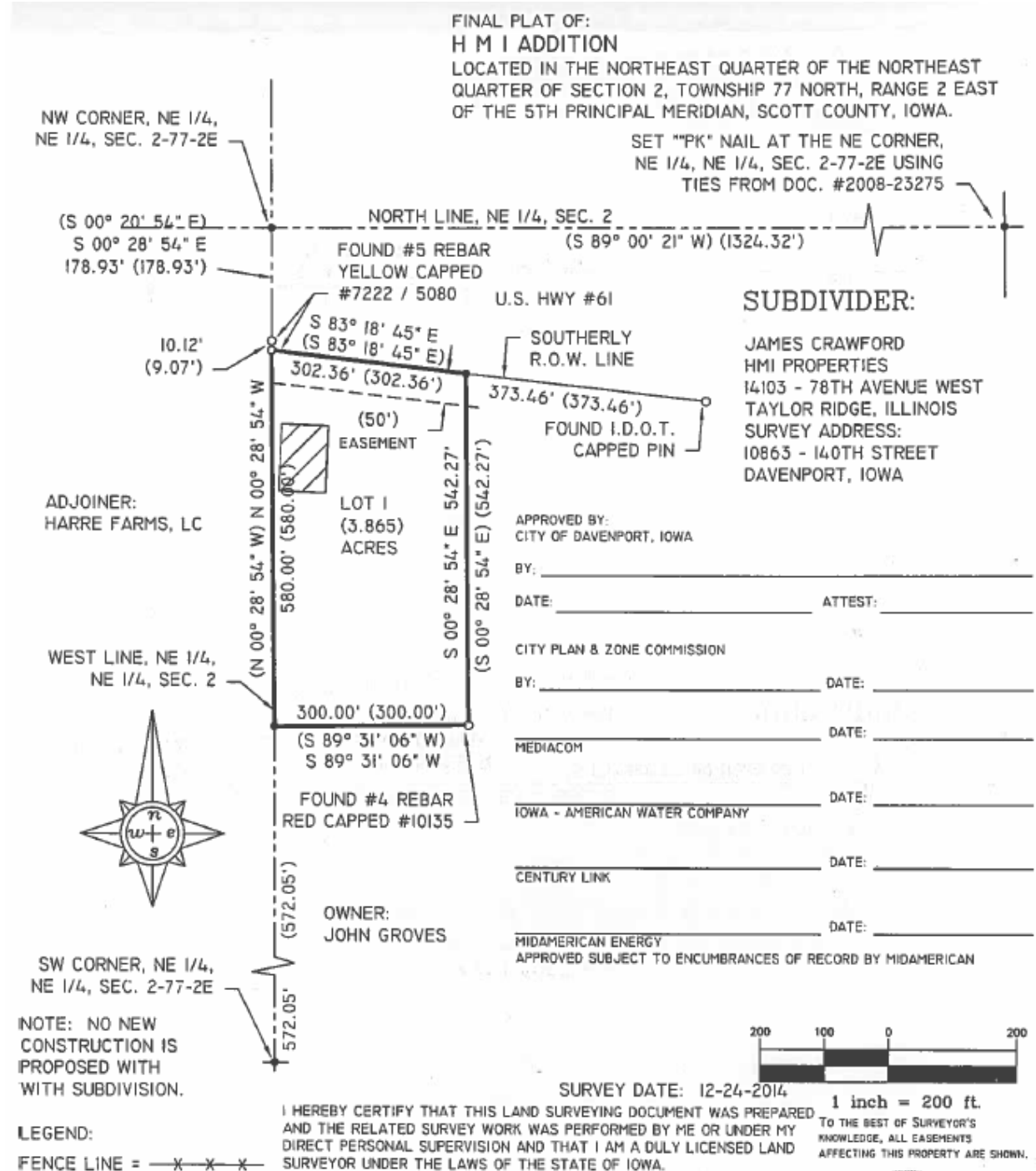
1. The surveyor signs the plat prior to County approval.
2. The utility companies sign the plat when their easement needs have been met prior to County approval.

Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

X:\PLANNING\Plan and Zoning Commission\Cases\F15-10

Plat



From: [Leabhart, Tom](#)
To: [Wille, Wayne](#)
Subject: RE: County HMI Properties Add'n
Date: Wednesday, May 13, 2015 10:14:01 AM

Wayne, we looked at this don't have any comments. Thanks.

Tom Leabhart
563-327-5155

From: Wille, Wayne
Sent: Friday, May 08, 2015 2:06 PM
To: Leabhart, Tom
Subject: County HMI Properties Add'n

Tom: This is a county plat just west of Y-48 on the south side of US 61 (River Dr). A business or the commercial use has existed since 1994. I am not send a full tech review since it is a county plat for them to review. Next Thursday (14th) for comments. Pass it around if you need to.

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

City of Davenport

Agenda Group: Community Development
Department: Legal
Contact Info: Brian Heyer
Wards: 3

Action / Date
CD6/3/2015

Subject:

Resolution setting a Public Hearing concerning the proposed conveyance of vacated public right of way known as the east-west alley between Main and Brady Streets of Block 43 of LeClaire's 1st Addition to the City of Davenport. City Square, LLC, petitioner. [Ward 3]

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Reso-City Square

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	5/28/2015 - 4:19 PM

Resolution No. _____

Resolution offered by Alderman Justin.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED CONVEYANCE OF VACATED PUBLIC RIGHT OF WAY KNOWN AS THE EAST-WEST ALLEY BETWEEN MAIN AND BRADY STREET OF BLOCK 43 OF LECLAIRE'S 1ST ADDITION TO THE CITY OF DAVENPORT. CITY SQUARE, LLC, PETITIONER.

WHEREAS, the City of Davenport currently owns the recently vacated public right of way known as the East-West alley lying between and connecting Main and Brady Streets in Block 43 of LeClaire's 1st Addition to the City of Davenport, Iowa, legally described as:

Part of the Northeast Quarter of Section 35 - Township 78 North – Range 3 East of the 5th P.M. being more particularly as follows:

Beginning at a point east right of way line of Main Street, said point being the Northwest corner of Lot 1, Block 43 of LeClaire's 1st Addition to the City of Davenport, Iowa; thence northerly along the East right of way line of said Main Street a distance of 20.00 feet, more or less, to the Southwest corner of Lot 10, Block 43 of said LeClaire's 1st Addition; thence easterly along the South lot lines of Lots 10, 9, 8, 7 and 6 a distance of 320.00 feet, more or less, to the Southeast corner of Lot 6, Block 43 of said LeClaire's 1st Addition, on the West right of way line of Brady Street; thence southerly along the West right of way line of said Brady Street a distance of 20.00 feet, more or less, to the Northeast corner of Lot 5, Block 43 of said LeClaire's 1st Addition; thence westerly along the northern lot lines of Lots 5, 4, 3, 2 and 1 a distance of 320.00 feet, more or less, to the point of beginning, the Northwest corner of said Lot 1, Block 43, LeClaire's 1st Addition.

Said tract contains 6400 square feet, more or less, and

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, City Square, LLC, has offered to acquire said property, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing concerning the proposed conveyance of vacated public right of way known as the East-West alley lying between and connecting Main and Brady Streets in Block 43 of LeClaire's 1st Addition to the City of Davenport, Iowa, as legally described above, will be

held on June 17, 2015, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Community Development
Department: CPED
Contact Info: Tom Vesalga
Wards: 8

Action / Date
CD6/3/2015

Subject:

Resolution approving an Improvement Agreement for a hangar at the Davenport Municipal Airport with Heart of America (petitioner).

Recommendation:

Approve the resolution.

Relationship to Goals:

Added emphasis on economic development.

Background:

Currently Carver Aero, Inc., the fixed base operator of the airport, leases a hangar from the City under a long-term lease. This hangar was formerly the FBO Hangar and has also been referred to as Building 1004. However, the hangar is in need of modernization.

Heart of America Management, LLC (HOA) is proposing to renovate and modernize this hangar. Toward that end, Carver and HOA have executed a Partial Assignment and Assumption of Lease Agreement. In renovating the hangar, HOA proposes to replace the roof, windows, bathroom, exterior lighting, utilities, and hangar door, along with interior and exterior improvements, all at a cost of at least \$400,000.

As part of the attached Improvement Agreement, the City agrees to make minor improvements and maintain regular maintenance to the access ramp. In addition, the City agrees to waive the monthly rent for up to 180 days to allow HOA time to make the improvements necessary to occupy the hangar.

The existing lease extends through 2060 provides for approximately \$1,420 in monthly rent, which will continue once the improvements are complete or 180 days has expired, whichever comes first. Negotiated market rate increases are scheduled to occur every five years, with the next negotiation in February 2018.

Approval of this Resolution would direct the Mayor and staff to execute all documents necessary for this Improvement Agreement.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Improvement Agreement
▣ Backup Material	Carver-HOA Assignment Agreement
▣ Backup Material	Exhibit B

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	5/29/2015 - 1:52 PM

Community Development
Committee

Berger, Bruce

Approved

5/29/2015 - 1:52 PM

City Clerk

Admin, Default

Approved

5/29/2015 - 2:29 PM

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

Resolution approving an Improvement Agreement for a hangar at the Davenport Municipal Airport with Heart of America (petitioner).

WHEREAS, the Davenport Municipal Airport supports nearly 400 employment opportunities, generates nearly \$20 million in annual local spending, and is critical to promoting commerce in the City, with over 300 corporate jets arriving each year; and

WHEREAS, Carver Aero, Inc. is the fixed base operator at the Airport and currently has a long-term lease (through 2060) for the hangar in question (formerly known as FBO Hangar or Building 1004) from the City with monthly rent of approximately \$1,420; and

WHEREAS, Heart of America Management, LLC (HOA) desires to lease and improve this hangar; and

WHEREAS, HOA and Carver have executed a Partial Assignment and Assumption of Lease Agreement, which assigns Carver's rights in the hangar to HOA; and

WHEREAS, HOA plans to invest at least \$400,000 in hangar improvements in the next six months; and

WHEREAS, HOA asks that the City make minor ramp improvements and maintenance and waive the monthly rent during construction or for up to 180 days.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, to approve the Improvement Agreement for Building 1004 (former FBO Hangar) at the Davenport Municipal Airport with Heart of America Management, LLC.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

**IMPROVEMENT AGREEMENT
DAVENPORT MUNICIPAL AIRPORT
HEART OF AMERICA GROUP**

This Improvement Agreement is made as of May _____, 2015 between the City of Davenport, Iowa a municipal corporation of the State of Iowa (hereinafter referred to as "City") and Heart of America Management, LLC, an Iowa Limited Liability Company, (hereinafter referred to as "HOA").

WHEREAS, HOA proposes to renovate and modernize the former FBO Hangar formerly referred to as Building 1004, now known as 9242 Harrison Street, Davenport, Iowa 52806, (hereinafter referred to as "Hangar"), at the Davenport Municipal Airport, (hereinafter referred to as "Airport"); and,

WHEREAS, the fixed base operator at the Airport, Carver Aero, Inc. (hereinafter referred to as "Carver"), currently leases the Hangar from the City under a long term lease; and,

WHEREAS, Carver has determined that their business operation does not require the use of the Hangar going forward; and,

WHEREAS, the Hangar is in need of modernization; and,

WHEREAS, Carver and HOA have executed an agreement entitled "Partial Assignment and Assumption of Lease Agreement dated April 16, 2015, (hereinafter referred to as "Assignment") which assigns Carver's rights in the Hangar to HOA, which is attached hereto as Exhibit A; and,

WHEREAS, the City has determined the Airport is key to promoting commerce in the City, with over 300 corporate jets arriving each year; and,

WHEREAS, the services and activities provided by the Airport support nearly 400 employment opportunities and generates nearly \$20 million in local spending annually; and,

WHEREAS, Aerial Promotions, Inc., d/b/a Quad City Airshow, hereinafter called the QCAS, is an Iowa non-profit company, 501(c)(3) registered with the State of Iowa and the Internal Revenue Service; and,

WHEREAS, the QCAS desires to organize an airshow at the Airport utilizing the Hangar for aircraft storage; and,

WHEREAS, the Airport has continually supported the promotion of the QCAS on an annual basis; and,

WHEREAS, HOA is willing to substantially renovate the Hangar at considerable expense, which will enhance the overall appearance and image of the Airport; and,

WHEREAS, the Assignment and this Improvement Agreement requires the approval of the City.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, it is agreed as follows:

Section 1: The Company's obligations

1. HOA agrees to substantially renovate the Hangar with the following upgrades:
 - a. Main Hangar door: The main Hangar door will be replaced with a new modern door system.
 - b. Roof: The main Hangar roof will be upgraded with a new metal roof system with a long term life. The flat roof area will be assessed and repaired or upgraded as required by HOA.
 - c. Old Office Area: The old Hangar office area to the west of the main Hangar building located on the Assigned Premises shall be demolished.
 - d. Exterior Windows: Exterior windows will be replaced with new modern energy efficient windows.
 - e. Exterior Lighting: New exterior LED lighting will be installed.
 - f. Bathrooms: A new modern unisex bathroom, at a minimum will be installed. Two separate gender bathrooms will be added if the building code requires it.
 - g. Block Exterior: The cement block exterior will be upgraded. Various paint and coating systems have been preliminarily investigated and are under consideration by HOA and an appropriate attractive upgrade will be selected.
 - h. Interior of the Hangar: Appropriate aesthetic upgrades shall be made, and will include new lighting, heat and appropriate security and life safety systems.
 - i. Utilities: Exterior utility connections will be relocated and upgraded as appropriate.
 - j. New waiting area: A new waiting area may be added on the west and north sides of the Hangar during the initial renovation or at a future date.

- k. HOA agrees to expend a minimum of Four Hundred Thousand dollars (\$400,000.00) on the Improvements. Total expenditures shall include architectural, engineering, construction management and other appropriate and customary "soft" costs.
2. QCAS Airshow Occupation: QCAS may request and HOA may grant occupation of the main hangar area of the Hangar to accommodate the QCAS. Written notification of the airshow event dates shall be provided to HOA by the QCAS on or before January 15th of the year in which the airshow event is scheduled to occur.

Section 2: The City's Obligations

1. Ramp Renovation: Subject to City Council budget approval, the City shall program, in its sole discretion as to amount, scope and timing, upgrades to the ramp immediately south of the Hangar in accordance with City Capital Improvement Program policies and procedures and the availability of State and/or Federal grant funding. Upgrades to the ramp immediately south of the Hangar shall consist of replacing and/or repairing substantially deteriorated areas in accordance with commonly accepted construction methods. Prior to a permanent solution, City agrees to powerwash, clean and seal the subject area in an amount not to exceed \$10,000. Further, thereafter City will vacuum the subject area with its existing equipment during the first week of each month until the permanent project is undertaken. HOA assumes all risk to its jet aircraft and component parts while traversing this area and hereby releases City for any and all costs, expenses, claims, and damages whatsoever arising from a debris strike while traversing this area if City can demonstrate it has complied with its vacuuming schedule.
2. Greenspace & Runway Sightline Preservation: The City agrees not to allow any vertical development between the Hangar and Taxiway B to the west in the area outlined in Exhibit B.
3. Rent abatement: The City agrees to facilitate the abatement of the Hangar rent for a period of one hundred and eighty (180) days commencing on the effective date of this Improvement Agreement or until the Hangar is occupied by HOA aircraft, whichever day is earlier.
4. Vehicle Access to Hangar Ramp: The City agrees that HOA employees and guests shall have vehicular access to the Hangar through the Airport access control gate located on the eastern edge of the ramp immediately south of the Hangar. All guest drivers of said vehicles shall be escorted by HOA personnel when on the airside of the Airport access control gate. Said vehicles must either drop off passengers and materials and vacate the ramp, or be parked within the hangar. HOA personnel and/or guests of HOA shall not enter Taxiway B for any reason other than the taxiing of HOA aircraft.

5. **Removal of Fuel Facility:** The City agrees to remove the existing fuel facility attached to and adjacent to the Hangar consisting of all of the associated fuel monitoring system, devices, equipment, probes, and conduits.
6. **Airplane Fleet Expansion:** If the airplane fleet of HOA expands in the future, beyond the capacity of the Hangar, the City agrees that HOA shall have the right to lease from the City, at the then prevailing market rate, the Executive Hangar directly east of the Hangar, and subsequently thereafter, the second of the two Executive Hangars directly east of the Hangar. HOA shall not displace any tenants of the Executive Hangars in the execution of this clause. HOA shall retain this right of first refusal, for the length of this agreement, to lease at then current market rates each Executive Hangar when said hangars become available for lease and occupation.
7. **Hangar Airside Ingress/Egress:** The ramp immediately south of the Hangar, together with all taxiways utilized by aircraft to access the airport runways, shall be accessible to HOA for ingress and egress of aircraft.

Section 3: Miscellaneous

1. **Right to Improve:** The City reserves the right to further maintain and develop the airport and/or improve the landing area and all publically owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of HOA, without hindrance.
2. **Nondiscrimination:** HOA shall not, on the grounds of race, creed, color, religion, national origin, sex, or handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulation may be amended.
3. **Third Party Sublease:** HOA shall not have the right and privilege of sale, assignment or transfer of this Improvement Agreement to any person, firm, or corporation nor the right to sublease all or part of the Hangar without prior written approval of the City.
4. **This Agreement shall not be construed to confer rights or privileges to third-party beneficiaries or entities not party to this Agreement, other than City approved successors or assigns.**
5. **This Agreement represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof; 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.**
6. **This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the**

State of Iowa. If any provision of this Agreement shall be held unenforceable, then such provision will be modified to reflect the parties' intention, and all remaining provisions of this Contract shall remain in full force and effect. If any law, rule, regulation, policy or the like (including, but not limited to, the methodology for assessment, collection, reimbursement or rebate of taxes), should change subsequent to the date hereof, the result of which frustrates the intended purpose and expected results of either or both of the parties as described herein, then the parties agree to use their best efforts to work together to craft a remedy that best replicates the intended equivalent results as set forth herein. Both parties acknowledge that the Improvements described herein are of high priority and both parties pledge to expedite their communications and activities in furtherance of the project.

7. Subordination: This Lease Agreement shall be subordinate to the provisions of any existing or future agreement between the Airport, the City, and the United States and/or the State of Iowa relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. This Lease Agreement shall be subordinate to all provisions of any existing or future regulations of the Federal Aviation Administration and/or the State of Iowa.

The City and HOA have caused this Improvement Agreement to be signed, in their names and on their behalf, by their duly authorized officers, to be effective as of the day and date written above.

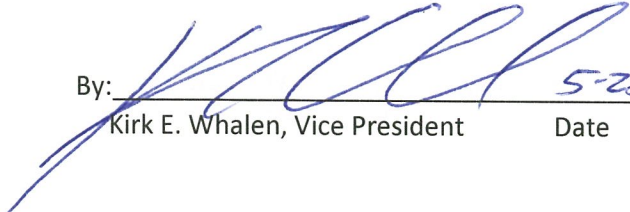
CITY OF DAVENPORT, IOWA

By: _____
William E. Gluba, Mayor Date

Attest:

Jackie E. Holecek, Deputy City Clerk

HEART OF AMERICA MANAGEMENT, LLC

By:  _____
Kirk E. Whalen, Vice President Date 5-28-2015

PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "*Assignment*") is made and entered into by and among Assignor, Assignee and City with reference to the following:

General Terms. The following capitalized terms used in this Assignment shall have the meanings provided below:

- a. "*Effective Date*": _____, 2015
- b. "*Assignor*": Carver Aero, Inc., an Iowa corporation
- c. "*City*": City of Davenport, Iowa, a municipal corporation
- d. "*Assignee*": Heart of America Management, L.L.C., an Iowa limited liability company
- e. "*Lease*": Commercial Operator Lease Agreement dated February 19, 2003, as amended May 5, 2004, as amended July 30, 2009 by and between City and Assignor
- f. "*Assigned Premises*": Formerly known as Building 1004, now 9242 Harrison Street, Davenport, Iowa 52806, as more particularly shown and depicted on the attached Exhibit "A", but not including the Underground Fuel Tanks and not including the Veeder Root System
- g. "*Partial Lease*": All rights, title, interests, covenants, duties, and obligations of Assignor in, to and under the Lease as same pertains and applies to the Assigned Premises
- h. "*Parties*": Collectively, the City, Assignor and Assignee
- i. "*Party*": The City, Assignor or Assignee, as applicable
- j. "*Entity*": Any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust or foreign business organization

- k. ***“Affiliate”***: With respect to any Entity, any other Entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, Michael L. Whalen or any Entity of which Michael L. Whalen is a majority owner, shareholder or member
- l. ***“Veeder Root System”***: That certain Veeder Root fuel tank monitoring system together with the associated connections, devices, equipment, probes and conduits located within the parameters of the Assigned Premises (but for no purposes under this Assignment shall the Veeder Root System be considered part of the Assigned Premises)
- m. ***“Underground Fuel Tanks”***: Those certain two underground fuel tanks (10,000 gallons each) together with the associated two fuel pumps, connections, devices, equipment, nozzles and safety equipment all located next to the Assigned Premises (for no purposes under this Assignment shall the Underground Fuel Tanks be considered part of the Assigned Premises)

Recitals.

- a. Assignee desires that Assignor assign to Assignee the Partial Lease.
- b. Assignee desires to assume from Assignor the Partial Lease.
- c. The Parties agree to the terms, provisions, covenants and agreements set forth below.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree and contract with each other as follows:

1. **Assignment.** For value received, the sufficiency of which is hereby acknowledged, and on the terms except as set forth in this Assignment, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby acquires, accepts and takes assignment and delivery from Assignor of all of Assignor's rights, title and interest in and to the Partial Lease.

2. **Assumption.** On the terms except as set forth in this Assignment, Assignee hereby agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of Assignor under the Partial Lease from and after the Effective Date. Assignee acknowledges that it has examined and is familiar with all of the terms and provisions of the Lease

3. **City's Consent, Agreement and Release.** As of the Effective Date, the City consents to all of the terms and provisions of this Assignment and agrees to enforce the terms and provisions of this Assignment and the Partial Lease to the extent so enforceable by the City. As of the Effective Date, the City hereby forever releases and discharges Assignor from all obligations, responsibilities, duties, liabilities, covenants and conditions set forth in the Partial Lease and/or in any way pertaining to the Assigned Premises. The City hereby acknowledges and agrees that Assignor as of the Effective Date is not in default under the Partial Lease.

4. **Use Restriction.** Notwithstanding anything set forth in the Lease or this Assignment to the contrary, no person or Entity (including, without limitation, Assignee or any Affiliate of Assignee) shall at any time operate, offer or provide any type of fixed base operation services (as said term is commonly used and is standard in the aviation industry) from or out of the Assigned Premises including, without limitation, any of those items or services set forth under Article I Section 4 of the Lease.

5. **Use Provisions.** Except as amended or stated herein (which in all cases shall control and govern), Assignee shall comply with all use provisions, operational provisions, use restrictions, and rules and regulations set forth in the Lease.

6. **Condition.** Assignee accepts the Assigned Premises in its "as-is", "where-is", "with-all-faults" condition without and free from any representation or warranty from Assignor, whether express, implied, by operation of law or otherwise.

7. **Improvements to Assigned Premises.** Assignee, at Assignee's sole expense, agrees to improve the Assigned Premises on or before the 151st day following the Effective Date of this Assignment as set forth on the attached Exhibit "B".

8. **Assignor's Obligations.** As of the Effective Date, Assignor shall have no further obligations, duties, liabilities or responsibilities pertaining or relating to the Assigned Premises or the Partial Lease. The rental payment made for the month of the Effective Date and any prepayments of such rent shall be prorated between Assignor and Assignee as of the Effective Date. The Parties agree that the monthly rent payable for and attributable to the Assigned Premises under the Lease currently is \$1,419.97.

9. **Ancillary Uses.** In addition to those uses set forth in the Partial Lease as limited by the terms of this Assignment, Assignee shall be allowed to use the Assigned Premises for the following:

- a. The Storage of Assignee's and its Affiliates (but no other person or Entity) aviation related equipment so long as the primary use of the Assigned Premises is for aviation purposes.
- b. Special functions and gatherings of Assignee or its Affiliates (but no other person or Entity) so long as said functions or gatherings are occasional in nature and do not disrupt any other person, Entity or tenant located at or using the Davenport Municipal Airport. Said functions and gatherings shall at no times become a nuisance.
- c. Storage and use of any aircraft owned by Assignee or any Affiliate of Assignee (but no other person or Entity except as set forth under Section 9(d) of this Assignment).
- d. Short term storage of an aircraft owned by a guest of Assignee or Affiliate of Assignee so long as said aircraft is not hangared in the Assigned Premises for more than seven (7) consecutive days, and no more than thirty (30) days per calendar year.

10. Trash; Snow; Lawn; Upkeep. As of the Effective Date, Assignee shall pay for and perform in a timely manner all trash removal and janitorial services for the Assigned Premises. Assignee shall keep the Assigned Premises neat, orderly and in a good state of condition and repair at all times. Assignee at no time shall commit or allow any waste on the Assigned Premises. In addition, Assignee shall keep the Assigned Premises free and clear of snow and ice and maintain the lawn in good condition by way of mowing and weeding on a regular basis. Assignee and its contractors, employees, agents and invitees shall not disrupt or disturb any other person, Entity or tenant located at or using the Davenport Municipal Airport nor shall any of same commit or perform any action which constitutes a nuisance.

Reference is made to Exhibit B to the Lease (as attached to the February 19, 2003 Commercial Operator Lease Agreement), and more particularly to all of the crosshatched areas of said Exhibit B surrounding the Assigned Premises and all of crosshatched areas South and West of the Assigned Premises (collectively, the "Maintenance Area"). The Parties agree that the City shall provide at its sole expense all items of maintenance for the Maintenance Area, including, without limitation, all lawn care and snow and ice removal services for the Maintenance Area. The Parties further agree that the City shall provide at its sole expense all items of maintenance, repair and replacement to the cement and ramp itself that is part of the Maintenance Area. Notwithstanding the foregoing, any sidewalks and walkways going to and from the Assigned Premises from any ramp or parking lot shall be maintained (including, without limitation, snow and ice removal), repaired and replaced (as necessary) by Assignee at Assignee's sole expense.

11. Utilities. As of the Effective Date, Assignee shall pay for and place in its name all utilities servicing the Assigned Premises, including, without limitation, electric, gas, water, sewer, cable, internet and phone services. Assignee shall pay for the costs of having all of such utility services separately metered. Assignee acknowledges that currently the electrical consumption associated with the Veeder Root System and Underground Fuel Tanks are part of the meter for the Assigned Premises. Same will continue to be a part of

the Assigned Premises utilities meter and the utilities for same shall be paid for by Assignee. Upon relocation of the Veeder Root System, Assignee shall pay to have the utilities associated with same separately metered. In addition, within a reasonable time after the Effective Date, Assignee shall have the utilities associated with the Underground Fuel Tanks separately metered.

12. Indemnification. Assignor does hereby indemnify and agree to protect, defend, and hold harmless Assignee from and against any and all claims, actions, liabilities, losses and expenses (including without limitation reasonable attorneys' fees and court costs) arising from any and all losses or damages (including, without limitation, injury to or death of persons and damage to or destruction of property or any default under the Partial Lease) allegedly or actually suffered by any Entity, person or persons as a result of Assignor's failure to comply with the terms of the Partial Lease prior to the Effective Date. Assignee does hereby indemnify and agree to protect, defend, and hold harmless Assignor from and against any and all claims, actions, liabilities, losses and expenses (including without limitation reasonable attorneys' fees and court costs) arising from any and all losses or damages (including, without limitation, injury to or death of persons and damage to or destruction of property or any default under the Partial Lease) allegedly or actually suffered by any Entity, person or persons as a result of such Assignee's failure to comply with the terms of the Partial Lease on or after the Effective Date.

13. Veeder Root System. On or before Assignee performs any improvements to the Assigned Premises, the Veeder Root System shall be relocated to a place acceptable to both the City and Assignor. The Veeder Root System, upon relocation and to the satisfaction of the City and Assignor, shall be placed in a temperature controlled enclosed box with a heat and cooling source so that the inside of said box shall always be between 50 and 55 degrees Fahrenheit. Assignee agrees to allow applicable personnel and contractors access through the Assigned Premises in order to accomplish same. The costs and responsibility to relocate the Veeder Root System as well as the costs of said enclosed box/heating/cooling system shall be borne solely by Assignee. Until such relocation of the Veeder Root System, Assignee shall allow the City and Assignor access to same for repair, maintenance, readings, monitoring, etc. Assignee at no time shall in any way damage, manipulate, change or alter the Veeder Root System.

14. Option. If at any time during the term or any renewal term of the Lease Assignee elects to assign its interest in the Partial Lease to a third-party or sublease the Assigned Premises to a third-party (or any portion thereof), Assignee shall notify Assignor of its intent to do so and prior to doing so, and Assignor shall have the right at its sole discretion, but not the requirement, to accept re-assignment back of the Partial Lease for an amount equal to the fair market value at such time of the Assigned Premises as leased under the Partial Lease ("FMV"). In determining the FMV, the totality of the circumstances shall be considered (for example, and including, without limitation, the condition and location of the Assigned Premises, the market for the Assigned Premises as leased under the Partial Lease, the fact that the Assigned Premises is subject to the Partial Lease, etc. shall be considered). If Assignor and Assignee cannot agree on the FMV, then Assignor and Assignee shall jointly hire an appraiser to determine the FMV and split such appraisal costs.

If Assignor and Assignee cannot agree on said appraiser, then each shall appoint their own appraiser at their sole cost and expense and the average FMV of the two appraisals shall be the FMV hereunder. Once the FMV is determined, Assignor shall have ten (10) business days in which to notify Assignee that it desires to accept said FMV determination and close on said re-assignment of the Assigned Premises and Partial Lease, and the Assignee and Assignor shall have thirty (30) days thereafter to finalize all reasonable documentation with regard to same. In the event Assignor fails to exercise its rights hereunder, Assignee shall have the right to assign the Partial Lease or sublease the Assigned Premises, as applicable, to any third-party assignee/subtenant upon any terms at Assignee's discretion, however, if the Partial Lease assignment or Assigned Premises sublease (as applicable) by or to any such third-party assignee/subtenant does not materialize within three hundred sixty five (365) days following Assignor's failure to exercise its rights hereunder, Assignor shall then be offered the right to accept said re-assignment for the FMV as re-determined at such time pursuant to the procedures outlined above. This Section 14 shall terminate and be of no further effect at such time as Roy Carver, Jr. or any spouse, heir, relative or descendant of Roy Carver Jr. (i) ceases to own any part of the Assignor, and (ii) ceases to own or operate individually or through an Entity any fixed based operation servicing the Davenport, Iowa Municipal Airport.

15. Further Actions. Each of the Parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Assignment and to consummate and make effective the transactions contemplated hereby.

16. Default. Each Party shall have and be able to pursue any and all rights and remedies at law and equity (including, without limitation, the equitable remedy of specific performance) in the event of a default or breach of this Assignment by any other Party.

17. Address. As of the Effective Date, the Assigned Premises' address is 9242 Harrison Street, Davenport, Iowa 52806.

18. Amendments. No amendment or modification to any terms of this Assignment shall be valid unless in writing and signed by all of the Parties.

19. Entire Agreement. Other than the Lease and this Assignment, there are no other agreements or understandings, whether written or oral, between the Parties with respect to this Assignment and the terms and provisions set forth herein.

20. Binding Effect. This Assignment and its provisions and covenants shall be binding on and inure to the benefit of the Parties to this Assignment and their successors and permitted assigns, as well as to all other persons and Entities holding or acquiring possessory or contractual rights or interests in and to the Assigned Premises and/or the Partial Lease.

21. Conflicts. In the event of any conflicts among the provisions of the Lease and this Assignment, the provisions of this Assignment shall control.

22. **Counterparts.** The Parties may execute this Assignment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

23. **Choice of Law.** The laws of the state, commonwealth, or jurisdiction where the Assigned Premises is located (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Assignment and the transactions it contemplates, including its interpretation, construction, performance, and enforcement.

24. **Authority.** Each Party hereto warrants and represents to the other Party that (i) it is a duly organized and existing legal entity, in good standing in its respective states; (ii) it has full right and authority to execute, deliver and perform this Assignment; and (iii) the person executing this Assignment on its behalf is authorized to do so.

25. **Notices.** From and after the Effective Date, notices required pursuant to the Lease shall be sent to Assignor and the City as indicated in the Lease and to Assignee at 1501 River Drive, Moline, Illinois 61265.

[signatures on following page]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

CARVER AERO. INC.

By: Roy J. Carver, Jr.
Name: Roy J. Carver, Jr.
Title: President
Date: 4/16/15

ASSIGNEE:

HEART OF AMERICA MANAGEMENT, L.L.C.

By: Michael L. Whalen
Name: Michael L. Whalen
Title: Manager
Date: 4-16-2015

CITY:

CITY OF DAVENPORT, IOWA

By: _____
Name: William E. Gluba
Title: Mayor
Date: _____

EXHIBIT A

ASSIGNED PREMISES

ONLY ALL AREAS WITH "X" BELOW

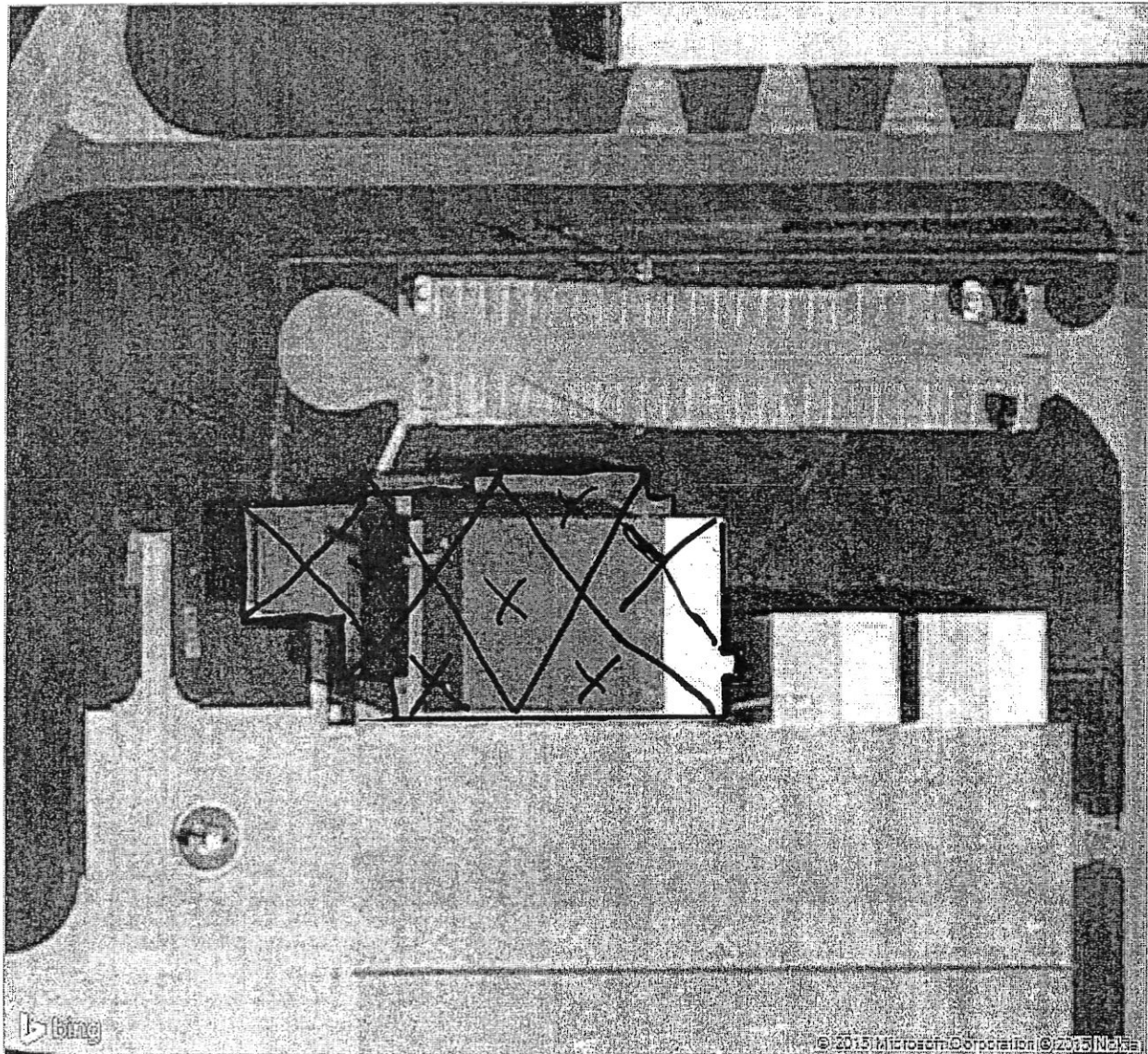


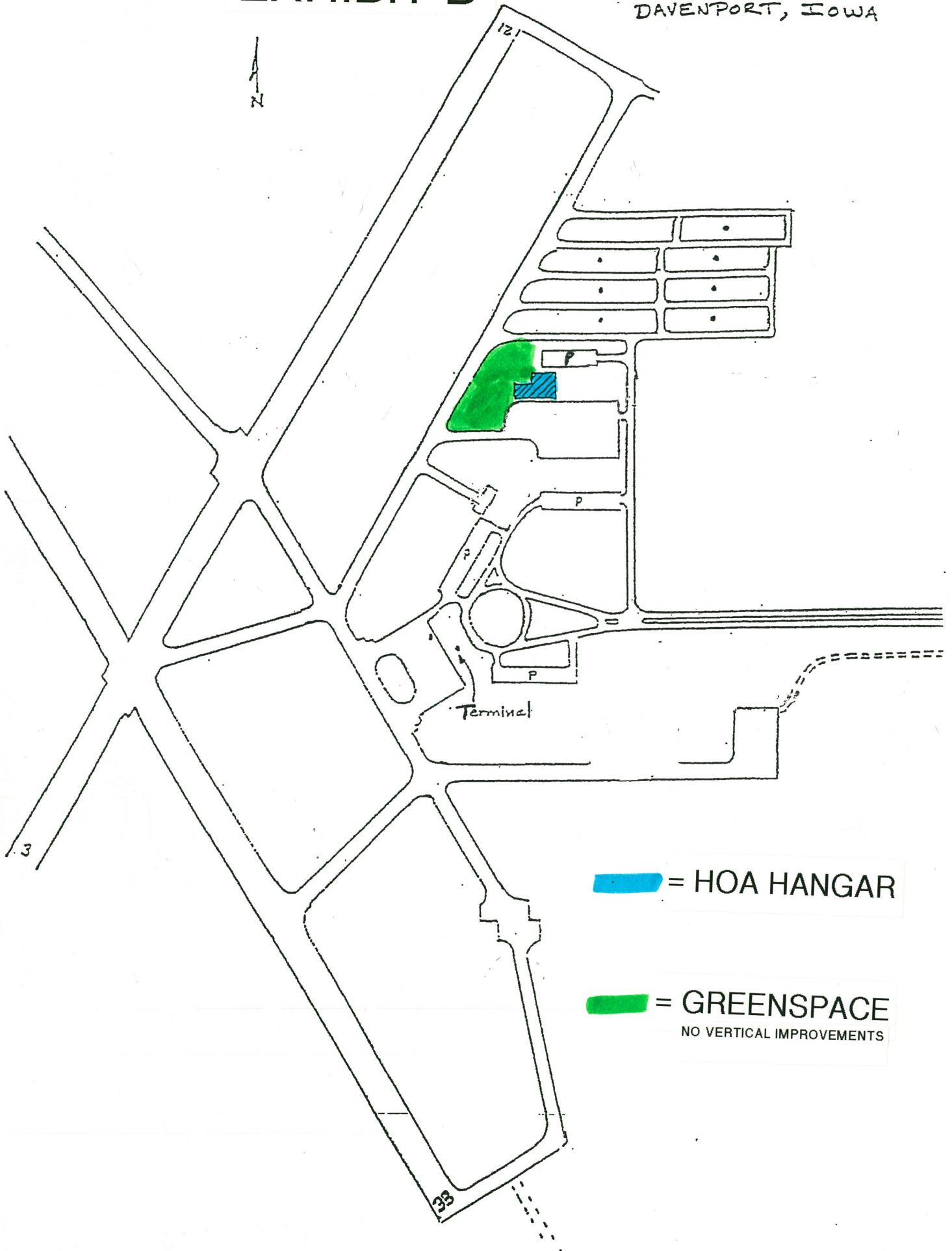
EXHIBIT B
IMPROVEMENTS

The Assigned Premises shall receive the following improvements and/or renovations paid for and performed solely by Assignee:

1. Main hangar door: The main hangar door will be replaced with a new modern door system.
2. Roof: The main hangar roof will be upgraded with a new metal roof system with a long term life. The flat roof area will be assessed.
3. Old Office Area: The old FBO office area to the west of the main hangar building located on the Assigned Premises shall be demolished.
4. Exterior Windows: Exterior windows will be replaced with new modern energy efficient windows.
5. Exterior lighting: New exterior LED lighting will be installed.
6. Bathrooms: A new modern unisex bathroom, at a minimum will be installed. If the building code or Mary Kim Whalen demands it, then two separate gender bathrooms will be added.
7. Block Exterior: The cement block exterior will be upgraded. Various paint and coating systems have been preliminarily investigated and an appropriate attractive upgrade will be selected.
8. Interior of the Hangar: Appropriate aesthetic upgrades shall be made, and will include new lighting, heat and appropriate security and life safety systems.
9. Utilities: Exterior utility connections will be relocated and upgraded as appropriate.

EXHIBIT B

DAVENPORT MUNICIPAL AIRPORT
DAVENPORT, IOWA



City of Davenport

Agenda Group: Public Safety
Department: City Clerk
Contact Info: Jackie Holecek 563-326-6163
Wards: 3

Action / Date
PS5/6/2015

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

Recommendation:
Consider the request.

Relationship to Goals:
Support small business.

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Reso-Street Closures

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	5/28/2015 - 1:51 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: Mt. Olive Church of God in Christ
Event: Block Party
Date: June 20, 2015
Time: 8 AM to 4 PM
Closure Location: Ripley Street from 10th Street to 11th Street
Ward: 3

Entity: Scott Nicely dba Scott's Shovelhead Shed
Event: GruBeez Grand Opening
Dates: June 20 & June 21, 2015
Time: 10 AM (June 20) to 2 AM (June 21)
Closure Location: Pine Street between 2nd and 3rd Streets
Ward: 1

Entity: River Action
Event: Ride the River
Date: June 21, 2015
Time: 6 AM to 4 PM
Closure Location: Southbound LeClaire from 4th Street to 2nd Street
Ward: 3

Entity: MidCoast Fine Arts
Event: Bucktown Anniversary Party / Final Friday
Date: June 26 & June 27, 2015
Time: 2 PM (June 26) to 10 AM (June 27)
Closure Location: Pershing Street from 2nd Street to the Emerson Place Alley
Ward: 3

Approved this ____ day of June, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: All

Action / Date
PW6/3/2015

Subject:

Resolution approving the supplemental list of streets for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding. [All Wards]

Recommendation:

Pass the resolution.

Relationship to Goals:

Upgraded City Infrastructure and Public Facilities.

Background:

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

This program is currently under contract with Missouri Petroleum. The following is a list of streets to be included in the current program by utilizing the additional Road-Use Tax funding generated by the ten cent tax increase intended for repairing roadways within the State of Iowa:

Division St. – W. Locust St. to W. Kimberly Road	Wards 2, 4 & 7
Telegraph Rd. – Wilkes Ave. to Cedar St.	Wards 3 & 4
Gaines St. – W. 5 th to W. 9 th Streets	Ward 3
W. 14 th St. – Division to Bridge	Ward 4
W. 12th St. – Marquette St. to Division St.	Wards 3 & 4
W. 13th St. – Washington St. to Division St.	Ward 4

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

W. Locust St. – Clark St. to Eastern Ave	Wards 1, 4 & 5
W. 49 th St. – Division to Pine	Ward 8
Main St. – 5 th to 13 th Streets	Ward 3

This resolution will increase the contract capacity by \$720,000 (Road Use Tax funds).

ATTACHMENTS:

Type

▣ Resolution Letter

Description

Page 2 Micro Surfacing

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	5/14/2015 - 10:26 AM
Public Works Committee	Orth, Deb	Approved	5/14/2015 - 12:30 PM
City Clerk	Spiegel, Corri	Approved	5/14/2015 - 2:07 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

Resolution approving the supplemental list of streets for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program, CIP Project #10550, utilizing additional Road-Use Tax funding.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the contract capacity for the program be increased by \$720,000 and the following supplemental list of streets is hereby approved to be added to the Fiscal Year 2015 Street Resurfacing – Micro-Surfacing Program:

Division St. – W. Locust St. to W. Kimberly Road	Wards 2, 4 & 7
Telegraph Rd. – Wilkes Ave. to Cedar St.	Wards 3 & 4
Gaines St. – W. 5 th to W. 9 th Streets	Ward 3
W. 14 th St. – Division to Bridge	Ward 4
W. 12th St. – Marquette St. to Division St.	Wards 3 & 4
W. 13th St. – Washington St. to Division St.	Ward 4

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

W. Locust St. – Clark St. to Eastern Ave	Wards 1, 4 & 5
W. 49 th St. – Division to Pine	Ward 8
Main St. – 5 th to 13 th Streets	Ward 3

Passed and approved this 10th day of June, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 1 & 3

Action / Date
PW6/3/2015

Subject:
Preliminary Resolution covering the FY2016 Brick Streets Base Repair Program.

Recommendation:
Pass the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities

Background:
This program will be a Public/Private Partnership intended on repairing existing brick streets that are in need of restoration. The program will hire a contractor to repair the subgrade including excavation and rock stabilization as required, and the placement and compaction of granular subbase after the existing brick surface has been removed. The program will be funded by CIP Project #10548, additional Road-Use Tax funding generated by the ten cent tax increase intended for repairing roadways within the State of Iowa. In addition, previously approved and funded Capital Improvement Project funds will be utilized for repair and replacement of sidewalk, curb and gutter, driveway apron, ADA ramps, utility access adjustments and subgrade drainage improvements. After the base has been repaired, City Streets Division crews will replace the brick surface. This program will be funded at \$720,000.

The prioritized list of brick streets to be included in the program is:

Ohio – McKinley to Rockingham	Ward 1
12 th Street – from Main east to mid-block	Ward 3
Main from 12 th south to Monument	Ward 3
5 th Street – Pershing to Iowa	Ward 3
Taylor from 4 th to 5 th	Ward 3
Madison from 9 th to 10 th	Ward 3

ATTACHMENTS:

Type	Description
 Resolution Letter	PW_RES_Brick pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	5/14/2015 - 1:14 PM
Public Works Committee	Lechvar, Gina	Approved	5/14/2015 - 1:14 PM
City Clerk	Spiegel, Corri	Approved	5/14/2015 - 2:08 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

PRELIMINARY Resolution for the Fiscal Year 2016 Brick Streets Base Repair Program.

WHEREAS, it is deemed advisable and necessary to construct certain capital improvements in the City of Davenport, Iowa, such as the repair of various brick streets in the City of Davenport, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa, that the Engineering Division is hereby ordered to prepare plans, specifications, and estimate of the cost and contract documents to be filed with the City Clerk.

BE IT FURTHER RESOLVED that when the plans, specifications, estimate of the cost and contract documents are completed, that the Engineering Division fix a time and place for a public hearing thereon before the City Council and cause the notice for said hearing to be published as required by law. That when the plans, specifications, estimate of costs and contract documents are completed, the Engineering Division is ordered to publish a Notice to Bidders and accept bids; the City's Finance Department will assist during the entire process.

BE IT FURTHER RESOLVED that the improvement shall be called the Fiscal Year 2016 Brick Streets Base Repair Program.

Passed and approved this 10th day of June, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: All

Action / Date
PW6/3/2015

Subject:
Resolution approving Change Order Number One for the 2015 Manhole Assessment and Rehabilitation Program to Strand Associates, Madison, WI in the amount of \$32,240.00; CIP Project #10144, #00051, #01937. *[All Wards]*

Recommendation:
Pass the resolution.

Relationship to Goals:
Davenport – *The Choice Community for Living*
Upgraded City Infrastructure & Public Facilities

Background:
Many of the manholes of the sanitary collection system are structurally deficient and allow for inflow and infiltration. Rehabilitation is needed to comply with the Iowa Department of Natural Resources (IDNR) Administrative Consent Order.

Current funding allows for additional manhole assessments as part of this year's program. This is a combined effort by the Sewer and Engineering Divisions of the Public Works Department. Sewers are selected by the Sewer & Engineering Division based on manhole inspections and completed I & I Studies.

IDNR is requiring a permit for this work. Strand Associates is preparing the permit for submittal to the IDNR.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 152,000.00
Previous Change Orders	\$ None
<u>This Change Order</u>	<u>\$ 32,240.00</u>

Amended Contract Amount: \$ 184,240.00

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Strand CO Pg2
☐ Backup Material	CIP Change Order
☐ Backup Material	Strank CO Amendment
☐ Backup Material	Original Contract for Services Strand

REVIEWERS:

Department	Reviewer	Action	Date
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Public Works - Engineering	Lechvar, Gina	Approved	5/28/2015 - 10:05 AM
Public Works Committee	Lechvar, Gina	Approved	5/28/2015 - 10:05 AM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:38 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Change Order Number One for the 2015 Manhole Assessment and Rehabilitation Program to Strand Associates, Madison, WI in the amount of \$32,240.00; CIP Project #10144, #00051, #01937.

WHEREAS, the City of Davenport entered into a contract with Strand Associates for the 2015 Manhole Assessment and Rehabilitation Program;

WHEREAS, changes to the plans have become necessary due to additional manhole assessments and the permit request from the IDNR;

WHEREAS, the Contractor will incur additional costs beyond the original contract due to these changes;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that Change Order Number One is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 10th day of June, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



City of Davenport

Public Works Department

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

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CHIEF OF CONSTRUCTION _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

CONTRACTOR: Strand Associates
CONTRACTING COMPANY: Strand Associates
ADDRESS: 910 W. Wingra Drive
CITY, STATE, AND ZIP CODE: Madison, WI 53715

PROJECT TITLE: CIP 2015 Manhole Assessment and Rehabilitation
CHANGE ORDER #1
CIP # 10144, #00051, #01937
ORG #
OBJECT #

CHANGE ORDER DESCRIPTION:

1. *Additional Manholes Assessments and Coordination with IDNR for permit:* Additional Manhole assessments are being completed at the request of the Engineering and Sewer Division as part of this year's program. At the request of IDNR, we are also required to complete permits for maintenance of manholes and sanitary sewer lines. Strand will complete the permit application process.

Cost: \$32,240.00
Working Days Adjustment: None

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 152,000.00
Previous Change Orders	\$ None
<u>This Change Order</u>	<u>\$ 32,240.00</u>

Amended Contract Amount: \$ 184,240.00

Recommend/Approved: _____
(Up to \$5,000) Project Manager

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

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

Date: _____

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

Date: _____

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

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

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

Date: _____

Required: Green Sheet Resolution to Approve

Council Meeting Date: _____



Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

Amendment No. 1 to Task Order No. 15-01
City of Davenport, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Technical Services Agreement dated April 8, 2015

This is Amendment No. 1 to the referenced Task Order.

Project Name: 2015 Manhole Rehabilitation Program

Under Scope of Services,

Manhole Assessment Program, item no. 2, CHANGE 300 to "791" and ADD the following paragraph:

"Additional manhole assessments have been included in the **Scope of Services** to identify a sufficient number of manholes for inclusion in the rehabilitation program."

Manhole Rehabilitation Program, item no. 1, ADD the following:

- "e. Prepare two Iowa Department of Natural Resources (IDNR) Construction Permit applications for submittal to IDNR for the following:
- (1) Sewer lining project.
 - (2) Manhole rehabilitation project."

REPLACE **Compensation** in its entirety with the following:

"Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses a not-to-exceed fee of \$184,240 allocated as follows:

Task	Estimated Fee
Manhole Assessments, including Summary Report and recommended Rehabilitation Plan	\$ 67,720
Design Services, including Preparation of Drawings and Specifications	\$ 36,220
Bidding-Related Services	\$ 5,300
Construction-Related and Part-Time Observation Services	\$ 75,000
Total	\$184,240"

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF DAVENPORT


Matthew S. Richards
Corporate Secretary

Date

Michael Clarke
Public Works Director

Date



AGREEMENT FOR TECHNICAL SERVICES

CITY OF DAVENPORT, IOWA AND STRAND ASSOCIATES, INC.®

This Agreement is made and entered into this 8th day of April, 2015, between the City of Davenport, Iowa, hereinafter referred to as OWNER, located at 1200 East 46th Street, Davenport, Iowa 52807-1016, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

Services to be provided under this Agreement can be described as engineering, scientific, computer-aided design drafting, clerical, and administrative activities performed in accordance with the terms and conditions of this Agreement and subsequently issued Task Orders. Prior to ENGINEER's engagement by OWNER, a mutually agreeable Task Order document shall be developed and executed by both parties. The Task Order will include **Project Information**, a detailed **Scope of Services**, **Compensation**, and **Schedule**. The general form of the Task Order shall be in accordance with the enclosed Task Order No. 15-01.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted. If necessary, additional Service Elements Not Included may be identified in each subsequently issued Task Order.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
4. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

City of Davenport
Page 2
March 3, 2015

6. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in the Task Order-specified project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services indicated in each subsequently issued Task Order for a lump sum or for an estimated fee on an hourly rate basis plus expenses.

Expenses incurred such as those for subconsultants, travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum and estimated fees for the Services are based on wage scale/hourly billing rates, adjusted annually on July 1, that assume the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the fee that reflects any wage scale adjustments made.

The lump sum and estimated fees will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

City of Davenport
Page 3
March 3, 2015

Schedule

Services will begin upon execution of this Agreement, which is anticipated on March 25, 2015. This Agreement will terminate two years following its execution. The schedule for individual tasks will be included on each subsequently issued Task Order.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Task Order-specified project including previous reports, previous drawings and specifications, and any other data relative to the scope of the Task Order-specified project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of the Task Order-specified project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Task Order-specified project Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of the Task Order-specified project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

City of Davenport
Page 4
March 3, 2015

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

City of Davenport
Page 5
March 3, 2015

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in the Task Order-specified project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement and subsequently issued Task Orders will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

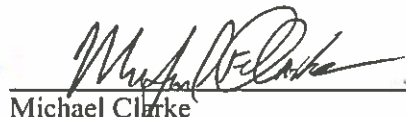
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF DAVENPORT


Matthew S. Richards
Corporate Secretary

Date


Michael Clarke
Public Works Director

Date



File
Copy

Strand Associates, Inc.®

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8655

Task Order No. 15-01
City of Davenport, Iowa (OWNER)
and Strand Associates, Inc.® (ENGINEER)
Pursuant to Technical Services Agreement dated April 8, 2015

Project Information

Project Name: 2015 Manhole Rehabilitation Program

Scope of Services

ENGINEER will provide the following services to OWNER.

Manhole Assessment Program

1. Participate in one project kickoff meeting with OWNER at OWNER's Public Works Center to gather project information and review existing information including previous collection system infiltration/inflow reports.
2. Assess the condition of approximately 300 manholes in OWNER's existing collection system. Complete a field observation form for each manhole included in the program. The intent of the assessment program is to determine a means of rehabilitating manholes in the collection system.
3. Prepare an assessment summary report and review with OWNER. This report will summarize the findings of the field observations and compare deficiencies with currently utilized manhole rehabilitation techniques. Include completed assessment forms with the assessment report.
4. Prepare a proposed manhole assessment/rehabilitation program for OWNER. This program will include a summary of the findings of the field observations, a summary of the recommended rehabilitation techniques based on the field observations, and an opinion of probable construction cost for the recommended rehabilitation program.

Manhole Rehabilitation Program

1. Design Services
 - a. Prepare bidding documents including technical specifications and engineering drawings. Prepare construction drawings and technical specifications using OWNER's Standard Specifications and drawing standards. Technical specifications will include necessary special provisions for inclusion into the bidding documents. OWNER agrees to require selected contractor to name ENGINEER on Contractor's General Liability, Auto Liability, and Employer's Liability insurance through endorsement acceptable to ENGINEER.
 - b. Submit bidding documents to OWNER for review and input.
 - c. Prepare prebid opinion of probable construction cost for project and submit to OWNER.
 - d. Review the draft bidding documents with OWNER, incorporate review comments as appropriate, and submit one hard copy and one electronic copy in Microsoft Word of the final documents to OWNER.

City of Davenport
Task Order No. 15-01
Page 2
May 19, 2015

2. Bidding-Related Services

Assist OWNER during the bid process and during construction to answer questions regarding construction drawings and technical specifications.

3. Construction-Related Services

- a. Provide contract administration services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.
- b. Provide resident project representative for part time observation of construction. In furnishing observation services, ENGINEER's efforts shall be directed toward determining for OWNER that the completed PROJECT will, in general, conform to the Contract Documents, but ENGINEER shall not supervise, direct, or have control over contractor's work and shall not be responsible for contractor's construction means, methods, techniques, sequences, procedures, health and safety precautions or programs, or for contractor's failure to perform the construction work in accordance with the Contract Documents.

Compensation

OWNER shall compensate ENGINEER for Services under this Task Order on an hourly rate basis plus expenses a not-to-exceed fee of \$152,000 allocated as follows:

Task	Estimated Fee
Manhole Assessments, including Summary Report and recommended Rehabilitation Plan	\$ 41,200
Design Services, including Preparation of Drawings and Specifications	\$ 30,500
Bidding-Related Services	\$ 5,300
Construction-Related and Part-Time Observation Services	\$ 75,000
Total	\$152,000

Schedule

Services will begin upon execution of this Task Order, which is anticipated the week of May 18 2015. Services are scheduled for completion on February 1, 2016.

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF DAVENPORT


Matthew S. Richards
Corporate Secretary

Date


Michael Clarke
Public Works Director

Date

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Brian Schadt; (563) 888-3055
Wards: 6

Action / Date
PW6/2/2015

Subject:

Resolution authorizing the preparation and submission of a RISE Program application to the State for grant assistance for paving Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge.

Recommendation:

Approve the resolution.

Relationship to Goals:

A Growing Local Economy.

Background:

The northeast quadrant of the City has shown substantial growth and development in the last two decades. With the relocation of the casino, as well as additional retail and tourism based development interest in the region, there is a demonstrated need and desire for full paving of Veterans Memorial Parkway. This extension will provide direct access to the area for those in the western section of Davenport, as well as eastbound traffic on Interstate 80 and southbound traffic on US Highway 61. The continuity through connection of Veterans Memorial Parkway with the proposed Elmore Avenue extension, will prepare a substantial area for expanded interest development.

Public Works staff are recommending the submission of an application to the State of Iowa Department of Transportation RISE (Revitalize Iowa's Sound Economy) program for the paving of Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge. The project would entail land acquisition, paving the road, sanitary sewer and stormwater system extension, and is estimated at \$5.9 million. The City Council has programmed funding for the project in the Capital Improvement Program with Federal Surface Transportation Program funding and local matching funds. Staff will submit a RISE Program grant application to the Iowa Department of Transportation for an estimated grant of \$2.9 million in project costs, subject to approved participating costs.

ATTACHMENTS:

Type	Description
 Resolution Letter	PW_RES_Rise grant pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	5/28/2015 - 3:09 PM
Public Works Committee	Lechvar, Gina	Approved	5/28/2015 - 3:09 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 3:20 PM

Resolution No. _____

Resolution offered by Alderman

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the preparation and submission of a RISE Program application to the State for grant assistance for paving of Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge.

WHEREAS, the City of Davenport (the "City") is a political subdivision organized and existing under the law and the Constitution of the State of Iowa (the "State"); and

WHEREAS, the City is committed to improving corridors and increasing opportunities for development; and

WHEREAS, the paving of Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge (the "project") would improve traffic circulation and access to future businesses in the northeast area of the City; and

WHEREAS, Veterans Memorial Parkway is dedicated to public use which the City will adequately maintain; and

WHEREAS, the City has committed \$5.9 million in the Capital Improvement Program for the project; and

WHEREAS, the City endorses the project and has estimated the total project cost to be \$5.9 million; and

WHEREAS, the Iowa Department of Transportation has created the RISE Program to promote economic development through the construction or improvement of Iowa roads.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City's Public Works Department is authorized to prepare and submit an application to the State for grant assistance for the paving of Veterans Memorial Parkway and that Mayor Gluba and other public official(s) as necessary are authorized to sign any associated application material and grant funding agreements related to the project.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Finance
Department: Legal
Contact Info: Brian Heyer
Wards: 8

Action / Date
FIN6/3/2015

Subject:

Resolution setting a public hearing concerning the proposed conveyance of vacated public right of way known as a cul-de-sac terminus of Sheridan Street north of West 55th Street. KGRD Green Bay, LLC, petitioner. [Ward 8]

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Reso-KGRD GREEN BAY, LLC

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	5/28/2015 - 1:37 PM
Finance Committee	Admin, Default	Approved	5/28/2015 - 1:37 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:38 PM

Resolution No. _____

Resolution offered by Alderman Justin.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED CONVEYANCE OF VACATED PUBLIC RIGHT OF WAY KNOWN AS A CUL-DE-SAC TERMINUS OF SHERIDAN STREET NORTH OF WEST 55TH STREET. KGRD GREEN BAY, LLC, PETITIONER.

WHEREAS, the City of Davenport currently owns the recently vacated public right of way known as a cul-de-sac terminus of Sheridan Street, lying North of West 55th Street, legally described as:

Part of the Northwest Quarter of Section 11 - Township 78 North – Range 3 East of the 5th P.M., being more particularly described as follows:

Beginning at a point in the Southeast Corner of Lot 1 of Welcome Way Commercial Park Fifth Addition to the City of Davenport, Iowa, said point also being the west line of Sheridan Street; thence North 00°-02'-22" West along said west line of Sheridan Street 80.30 feet; thence in a Northeasterly direction along the arc of a curve concave Southeasterly with a radius of 50.00 feet, with a chord bearing of North 18°-58'-00" East and a chord distance of 32.57 feet, for a distance of 33.17 feet; thence continuing in a Northeasterly direction along the arc of a curve concave Southerly with a radius of 50.00 feet, with a chord bearing of North 85°-32'-54" East and a chord distance of 73.28 feet, for a distance of 83.04 feet; thence continuing in a Southerly direction along the arc of a curve concave Westerly with a radius of 50.00 feet, with a chord bearing of South 14°-52'-17" West and a chord distance of 88.09 feet, for a distance of 107.77 feet; thence continuing in a Southerly direction along the arc of a curve concave Southeasterly with a radius of 15.00 feet, with a chord bearing of South 38°-17'-22" West and a chord distance of 18.61 feet, for a distance of 20.07 feet; thence South 00°-02'-22" East a distance of 16.46 feet to the Southwest Corner of Lot 3 of said Welcome Way Commercial Park Fifth Addition; thence South 89°-16'- 33" West a distance of 50.00 feet to the point of beginning.

The above described tract of land contains 9,942 sq. ft., more or less and

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, KGRD GREEN BAY, LLC has offered to acquire said property, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that

a public hearing concerning the proposed conveyance of vacated public right of way known as 1 ½ Street, and legally described above, will be held on June 17, 2015, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Finance
Department: Finance/Risk Management
Contact Info: Jim Forsyth 326-7747
Wards: All

Action / Date
FIN6/3/2015

Subject:

Motion approving the renewal of general and auto liability, property, and workers' compensation insurance, and related professional risk management services for Fiscal Year 2016 to multiple insurance companies in the amount of \$834,503. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government

Background:

The City has established a Risk Management Fund to account for liability, property, and workers' compensation insurance premiums, claims and administrative costs for the Risk Management program. The strategy of the Risk Management program is to procure insurance policies to protect against catastrophic losses and to self-insure for claims up to a specified stop loss amount for each type of coverage.

It has been the practice of the City to contract with the Arthur J. Gallagher & Co. to serve as the agent/broker for these insurance policies. The agent/broker is paid by a combination of policy commissions. The role of the agent/broker is to make recommendations for policy enhancements and to negotiate with various insurance markets on the City's behalf. The goal is to find the most cost-effective coverages to minimize overall risk exposure with stable insurance firms capable of handling the specialized needs of a municipal government.

The overall premiums increased this year from \$792,325 to \$834,503, or 6.51% from last year. The increases for property and liability coverage are due to additional property & equipment covered, general industry rate increases in the market, as well as claim history. Davenport continues to maintain lower rates per thousand when compared to similar municipalities. Workers' compensation rates increased by 4.23% due to general industry rate increases, additional City payroll and higher-than-expected medical costs. Higher medical costs have impacted all premiums.

Attached with this greensheet is a schedule of insurance in force and the 2016 year-over-year premium comparisons for 2015 and 2016.

Below is a summary of insurance products not included in the bid information above, but will be rebid in the future by the dates indicated:

AHRMA	January 1, 2016
Selective (Flood Policies)	Various FY 2016

All insurance products are estimated to be within budget for FY 2016.

ATTACHMENTS:

Type	Description
□ Backup Material	2015-16 Schedule Insurance in Force

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	5/28/2015 - 12:33 PM
Finance Committee	Watson-Arnould, Kathe	Approved	5/28/2015 - 12:33 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:33 PM

[illegible]

**CITY OF DAVENPORT
SCHEDULE OF INSURANCE IN FORCE
2014 vs 2015**

COVERAGE	COMPANY	2015 PREMIUM	2016 PREMIUM	\$ Change	% Change	
<u>PROPERTY</u>						
City Buildings	Travelers	311,640	332,588	20,948	6.72%	
Contents & Fixed Equipment	Travelers - Included Above					
Stored Vehicles	Travelers - Included Above					
Boiler & Machinery	Cincinnati	21,400	21,520	120	0.56%	
Transit Center	Cincinnati	6,982	6,982	-	0.00%	
Employee Dishonesty	EMC	2,654	2,610	(44)	-1.66%	
Hull Physical Damage	Travelers	3,075	3,075	-	0.00%	
Fire Truck Physical Damage Coverage	Travelers	11,277	13,545	2,268	20.11%	
Red Flex Van	Travelers	1,000	1,000	-	0	
<u>LIABILITY</u>						
GL/LAW/AUTO/TERRORISM	Travelers	314,312	328,254	13,942	4.44%	
Public Officials (City)	Travelers - Included Above					
Claims Handling E&O	Travelers - Included Above					
Airport	Commerce & Industry Ins Co	4,901	4,980	79	1.61%	
<u>WORKERS' COMPENSATION</u>						
Excess Workers' Compensation	Midwest Employers	115,084	119,949	4,865	4.23%	
<i>Total Property, Liability & WC Coverages</i>		792,325	834,503	42,178	6.51%	
<i>* Not Renewed</i>						
OTHER COVERAGES (Current policies in force/will be rebid at policy renewal date indicated below)						
<u>PROPERTY</u>		POLICY RENEWAL DATE	2015 PREMIUM	2016 ESTIMATE	\$ Change	% Change
Scattered Sites & Heritage House	AHRMA	1/1/16	27,074	28,222	1,148	4.24%
Flood (various locations)	NFIP/Selective	Various	43,718	36,049	(7,669)	-17.54%
<u>LIABILITY</u>						
Housing Authority (Incl. Public Officials)	AHRMA	1/1/16	8,349	9,424	1,075	12.88%
<i>Total Other Coverages</i>			79,141	73,695	(5,446)	-6.88%
<i>Grand Total All Coverages</i>	<i>Total Budget Amount Surplus/(Overage)</i>		871,466	908,198	36,732	4.21%

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Brandon Wright
Wards: All

Action / Date
FIN6/3/2015

Subject:

Motion awarding a five-year contract for annual independent audit services to McGladrey LLC of Davenport. [All Wards]

Recommendation:

Approve the Motion

Relationship to Goals:

Financially Responsible City Government

Background:

A Request for Proposals was sent to 21 vendors on February 17, 2015. Purchasing received and opened four proposals on March 17, 2015.

The evaluation committee consisted of members of the Finance Department, the Assistant to the City Administrator, the Mayor, and two aldermen. The criteria used for the evaluation were:

(1) Organization structure and size of entire firm - 5%; (2) Organization structure and size of office performing the audit - 5%; (3) Recent experience in similar audits - 15%; (4) Qualifications of the audit team (level of experience as accountants, auditors, government audits) - 25%; (5) Individuals with whom the audit team can consult (level and variety of experience, number of CPAs, training) - 5%; (6) Understanding of work and timetable to complete audit (number of hours, projected timetable, commentary showing understanding of entity and general knowledge of what is required) - 20%; and (7) Cost evaluation - 25%.

Three firms were interviewed. While all firms interviewed are capable of performing the necessary work requested, McGladrey LLC scored highest.

The contract is for the federal funding and financial statement audits for the five fiscal years ending June 30, 2015 through June 30, 2019. Funding for this contract is from the annual Fiscal Year budget, Account #50100410 520217 with an amount budgeted for FY16 of \$78,480.

ATTACHMENTS:

Type	Description
 Backup Material	Audit Services Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	5/28/2015 - 9:40 AM
Finance Committee	Watson-Arnould, Kathe	Approved	5/28/2015 - 9:40 AM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:33 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR PROPOSALS RESPONDENTS

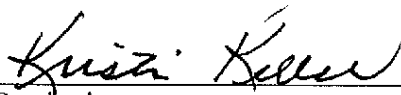
DESCRIPTION: ANNUAL AUDIT SERVICES

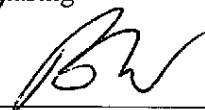
RFP NUMBER: 15-93

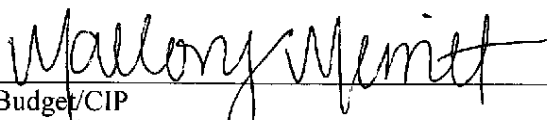
OPENING DATE MARCH 17, 2015

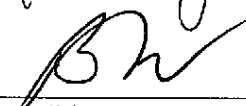
RECOMMENDATION: AWARD THE CONTRACT TO MCGLADREY LLC OF
DAVENPORT

<u>VENDOR NAME</u>	<u>LOCATION</u>
McGladrey LLC	Davenport, IA
Baker Tilly Virchow Krause, LLP	Milwaukee, WI
Bohnsack & Frommelt LLP	Taylor Ridge, IL
Eide Bailly	Dubuque, IA

Prepared By 
Purchasing

Approved By 
Department Director

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group: Finance
Department: Human Resources
Contact Info: Dawn Sherman - 563-326-6155
Wards: ALL

Action / Date
FIN6/3/2015

Subject:
Motion approving the collective bargaining agreement for the Fire Union. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government

Background:
The City of Davenport and the Davenport Association of Professional Firefighters, Local #17 have successfully agreed to a three-year contract commencing on July 1, 2015.

The Fire Union has voluntarily agreed to General Wage Increases of 2.5% on July 1, 2015; 2.0% on July 1, 2016; and 2.0% on July 1, 2017. Both parties also agreed to the implementation of a Physical Fitness Program which will require mandatory participation and an incentive for passing the advanced fitness testing component. Additional information on the Physical Fitness Program is provided below.

Physical Fitness Program Goal:

The goal of the Fire Department Fitness Program is to control health care and worker's compensation expenditures while encouraging firefighters to raise their level of fitness above the level needed to perform their duties. This goal is accomplished by implementing a program that will encourage each member to attain and maintain a level of medical and physical fitness that may lower his/her risk of suffering from an adverse health condition.

Physical Fitness Program Highlights:

All employees will be required to participate in all steps of the program, as allowed by the testing physician, and will receive a \$500 incentive when all steps are completed. In addition, employees will receive an incentive of 1% of the step 2 firefighter hourly rate (currently \$519) for passing all phases of the Fitness Standard portion of the program.

Physical Fitness Program Details:

Step 1: BLOOD PANEL – If any results are abnormal, a consultation with a nurse/doctor will be required.

[Performed 2 weeks prior to Physical Exam]

Step 2: PHYSICAL EXAM – Basic exam by a physician to give medical clearance to perform the fitness standards.

Step 3: FITNESS STANDARDS

A. Graded Treadmill Evaluation(Gerkin Protocol) –

Perform a treadmill evaluation at predetermined speeds and elevation until the individual reaches his/her THR. The individual will remain on the treadmill for a 3 minute cool down. The final stage will record the heart rate and establish VO2max using a conversion table.

VO2 max, or maximal oxygen uptake, is one factor that can determine an employee's capacity to perform sustained exercise and is linked to aerobic endurance.

- B. Sit-ups – Iowa Law Enforcement Academy (ILEA) Standards
- C. Sit and Reach – ILEA Standards
- D. Push-ups - ILEA Standards

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	5/28/2015 - 9:42 AM
Finance Committee	Watson-Arnould, Kathe	Approved	5/28/2015 - 9:42 AM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:31 PM

City of Davenport

Agenda Group: Finance
Department: Human Resources
Contact Info: Brooke Howell 888-3361
Wards: All

Action / Date
FIN6/3/2015

Subject:

Motion approving a one-year contract with four possible renewals for employee benefit brokerage consulting services to Molyneaux Insurance, Inc. of Davenport, IA. The estimated annual contract is \$50,000. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

A Request for Proposals was issued on April 9, 2015 and was sent to 31 consultants. On May 11, 2015 the Purchasing Division recieved and opened nine proposals.

Proposals were evaluated on the following criteria: Experience, Qualifications and Expertise- 30%; Business Process- 30%; References- 5%; Quality and Thoroughness of Proposal- 10%; Pricing- 25%.

After interviews with the top three scoring firms, it was determined that Molyneaux Insurance, Inc. best fit the needs of the City and is recommended for the contract.

The employee benefit broker/consultant will perform the full range of services related to design, implementation, maintenance, communication and improvement of the City's group insurance programs.

Funding for this service is from account 50460700-520217 with an available balance of \$52,466.

ATTACHMENTS:

Type	Description
 Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	5/28/2015 - 1:33 PM
Finance Committee	Admin, Default	Approved	5/28/2015 - 1:33 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:33 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: EMPLOYEE BENEFIT BROKERAGE CONSULTING SERVICES

RFP NUMBER: 15-127

OPENING DATE: MAY 11, 2015

RECOMMENDATION: AWARD THE CONTRACT TO MOLYNEAUX INSURANCE, INC.
OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
MOLYNEAUX INSURANCE, INC.	DAVENPORT, IA
ARTHUR J GALLAGHER & CO.	DAVENPORT, IA
HOLMES MURPHY & ASSOCIATES	DAVENPORT, IA
MERCER	IOWA CITY, IA
RUHL & RUHL INSURANCE	DAVENPORT, IA
SEGAL CONSULTING	BLOOMINGTON, MN
SILVERSTONE GROUP	OMAHA, NE
TRUENORTH COMPANIES	CEDAR RAPIDS, IA

Prepared By C. Whitaker
Purchasing

Approved By D. Sheehan
Department Director

Approved By M. Mallory-Memitt
Budget/CIP

Approved By B. N.
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Michael Clarke
Wards: All

Action / Date
FIN6/3/2015

Subject:

Motion awarding the purchase of 11,130 tons of ice control road salt for the 2015-2016 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of \$58.02 per ton for an approximate total of \$616,753 to Cargill Inc. - Deicing Technology Business Unit of North Olmsted, OH. [All Wards]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financially Responsible City Government

Background:

The City of Davenport coordinated this multiple jurisdiction purchase of road salt with the cities of Moline, Muscatine, Clinton, Camanche, Princeton Riverdale, Village of Andalusia, the Township of Andalusia, Buffalo, and Port Byron.

An Invitation to Bid was issued and sent to 25 vendors on April 23, 2015. On May 11, 2015 the Purchasing Division opened four bids. Cargill, Inc. was the lowest responsible and responsive vendor. A bid tab is attached.

Of the approximate 11,130 ton initial purchase, 1,600 tons will be delivered to a river terminal in Clinton for the communities of Clinton and Camanche; 1,500 tons will be delivered to a river terminal in Muscatine for Muscatine; and 8,030 tons will be delivered to a river terminal in Buffalo, IA for Davenport and Moline, IL. Of that 8,030 tons, 500 is for Moline and 7,530 is for the City of Davenport. Included in the 7,530 tons, 80 tons will be picked up by the City of Buffalo, IA, 75 tons will be picked up by the Village of Andalusia, IL, 60 tons will be picked up by the Township of Andalusia, 60 tons will be picked up by the City of Princeton, IA. Each municipality included in Davenport's portion of the order will reimburse Davenport for their portion of salt, unloading costs, and administrative fee of 5%.

The net purchase cost for the salt for Davenport will be approximately \$383,130. The actual amount delivered may vary by approximately 10%, more or less, due to the method of shipment for this commodity (by barge for this base order).

Funding for this purchase is from the FY16 Operating Budget, account 54702031 520201 SALT, which has \$1,805,000 available for road salt. Source of funding is the Road Use Tax Fund.

ATTACHMENTS:

Type	Description
 Cover Memo	Bid Tab - Road Salt 2015-2016

REVIEWERS:

Department	Reviewer	Action	Date
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Public Works - Admin	Lechvar, Gina	Approved	5/28/2015 - 9:52 AM
Public Works Committee	Lechvar, Gina	Approved	5/28/2015 - 9:52 AM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:34 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: ROAD SALT 2015-2016 SEASON

BID NUMBER: 14-117

OPENING DATE: MAY 11, 2015

RECOMMENDATION: AWARD THE BID TO CARGILL INC. - DEICING
TECHNOLOGY BUSINESS UNIT OF NORTH OLMSTED, OHIO

<u>VENDOR NAME</u>	<u>BASE SALT PER TON</u>
Cargill Inc. of North Olmsted OH	\$58.02
Compass Minerals America Inc of Overland Park, KS	\$58.52
Oakley Fertilizer of N. Little Rock, AR	\$76.50
Morton Salt Inc. of Chicago, IL	\$77.62

Approved By Krista Keller
Purchasing

Approved By Bruce M. Arhag
Department Director - Arhag

Approved By Mallory Menitt
Budget/CIP

Approved By pn
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Michael Clarke
Wards: All

Action / Date
FIN6/3/2015

Subject:

Motion awarding the purchase of 9,115 tons of supplemental ice control road salt for the 2015-2016 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of \$70.90 per ton to Compass Minerals America Inc. of Overland Park, KS. [All Wards]

Recommendation:

Approve the Motion

Relationship to Goals:

Financially Responsible City Government

Background:

The City of Davenport coordinated this multiple jurisdiction purchase of supplemental road salt with the cities of Moline and Buffalo, Village of Andalusia, and Township of Andalusia.

An Invitation to Bid was issued and sent to 25 vendors on April 23, 2015. On May 11, 2015, the Purchasing Division opened four bids for supplemental road salt orders. A bid tab is attached.

The vendor has been guaranteed the order of 25% of the supplemental order by 2/28/16. The City of Davenport's share is an additional 1,125 tons at \$70.90 per ton delivered via semi for an additional cost of \$79,763.

Funding for this purchase is from the FY16 Operating Budget, account 54702031 520201 SALT, which has \$1,805,000 available for road salt. Source of funding is the Road Use Tax Fund.

ATTACHMENTS:

Type	Description
 Cover Memo	Bid Tab - Supplemental Road Salt 2015-2016

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	5/28/2015 - 9:53 AM
Public Works Committee	Lechvar, Gina	Approved	5/28/2015 - 9:54 AM
City Clerk	Admin, Default	Approved	5/28/2015 - 1:34 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: SUPPLEMENTAL ROAD SALT 2015-2016 SEASON

BID NUMBER: 14-117

OPENING DATE: MAY 11, 2015

RECOMMENDATION: AWARD THE SUPPLEMENTAL BID TO COMPASS
MINERALS AMERICA INC. OF OVERLAND PARK, KANSAS

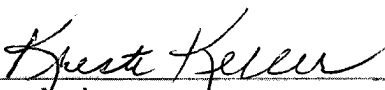
<u>VENDOR NAME</u>	<u>SUPPLEMENTAL SALT PER TON</u>
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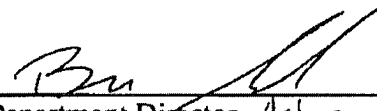
Compass Minerals America Inc of Overland Park, KS	\$70.90
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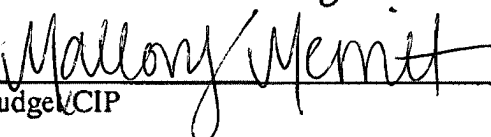
Cargill Inc. of North Olmsted, OH	\$78.32
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Morton Salt Inc. of Chicago, IL	\$91.22
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Oakley Fertilizer of N. Little Rock, AR	\$ 201.00
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Approved By 
Purchasing

Approved By 
Department Director - Acting

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Nick Schmuecker 327-5162
Wards: 6

Action / Date
FIN6/3/2015

Subject:

Motion awarding a contract for engineering and design services for a bridge rehabilitation project on East Kimberly Road at Duck Creek to WHKS & Co. of Mason City, IA in the amount of \$77,107. [Ward 6]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

A request for proposal was issued on December 19, 2014 and was sent to 81 engineering firms. On February 17, 2015, the Purchasing Division received and opened six proposals.

Proposals were evaluated on the following criteria: (1) Qualified staff; (2) Ability and willingness to meet time requirements; (3) Self-performance work; (4) Past performance; (5) Approach to the project; and (6) Responsiveness.

The engineering services will be used to design a vehicular bridge rehabilitation project only under the rules and requirements of the FHWA and Iowa DOT. The objective for the consultant is to develop a project, design it, and prepare the necessary plans and specifications for an Iowa DOT letting. Firms responding were prequalified under Iowa DOT category 217. The project has received 80% Federal Bridge Rehabilitation funds to cover both design and construction costs. The consultant and project costs are to stay within the budget constraints provided. The consultant will make all plan submittals directly to the State after first receiving approvals of City staff.

Funding for this professional service comes partially from a Federal grant of \$61,685.60. The City's share is \$10,000 and will come from CIP 01589. The source of funding is from the sale of bonds.

ATTACHMENTS:

Type	Description
 Backup Material	RFP Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	5/28/2015 - 2:30 PM
Finance Committee	Watson-Arnould, Kathe	Approved	5/28/2015 - 2:30 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 3:20 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: ENGINEERING SERVICES – E. KIMBERLY RD. BRIDGE OVER
DUCK CREEK

RFP NUMBER: 15-81

OPENING DATE: FEBRUARY 17, 2015

RECOMMENDATION: AWARD THE CONTRACT TO WHKS & CO.
OF MASON CITY, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
WHKS & CO.	MASON CITY, IA
KLINGER & ASSOCIATES, P.C.	QUINCY, IL
MCCLURE ENGINEERING ASSOC., INC.	EAST MOLINE, IL
MISSMAN, INC.	BETTENDORF, IA
VJ ENGINEERING	CORALVILLE, IA
WILLETT, HOFMANN & ASSOC., INC.	MOLINE, IL

Prepared By C. Whitaker
Purchasing

Approved By B. Bl
Department Director - Acting

Approved By Braudi Coen
Budget/CIP

Approved By BL
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Andy Dibbern 326-7967
Wards: 7

Action / Date
FIN6/3/2015

Subject:

Motion awarding the re-roofing of the Public Works building to Economy Roofing & Insulating of Bettendorf, IA in the amount of \$151,750. [Ward 7]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government

Background:

A Request for Bids was issued on April 24, 2015 and was sent to 31 contractors. On May 12, 2015 the Purchasing Division received and opened four responsive and responsible bids.

Plans and specifications for the re-roofing project were prepared by Bracke Hayes Miller Mahon Architects, LLP. The project includes the complete tear off and replacement of the roof over the Public Works building offices.

Funding for this contract comes from CIP 10496 with an available balance of \$299,905. The source of funding is from the sale of bonds.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	5/28/2015 - 2:31 PM
Finance Committee	Watson-Arnould, Kathe	Approved	5/28/2015 - 2:31 PM
City Clerk	Admin, Default	Approved	5/28/2015 - 3:20 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: RE-ROOF PUBLIC WORKS BUILDING

BID NUMBER: 15-137

OPENING DATE MAY 12, 2015

RECOMMENDATION: AWARD THE CONTRACT TO ECONOMY ROOFING &
INSULATION CO., INC. OF BETTENDORF, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
ECONOMY ROOFING & INSULATION CO., INC.	BETTENDORF, IA	\$151,750
JIM GIESE COMMERCIAL ROOFING CO., INC.	DUBUQUE, IA	\$159,343
STERLING COMMERCIAL ROOFING, INC.	STERLING, IL	\$159,950
JLH ENTERPRISES	WAUKON, IA	\$163,850

Prepared By C. Winstake
Purchasing

Approved By B. L. [Signature]
Department Director - Acting

Approved By Brandi Coyn
Budget/CIP

Approved By BW [Signature]
Finance Director