

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, May 6, 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 purpose of amending and expanding the North Urban Renewal Area Plan.

B. Public Works

1. Public hearing on the plans, specifications, form of contract and estimate of cost for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program, CIP Project #30014. *[All Wards]*

VII. Presentations

A. Swearing In of Police Officers

Alicia Mayfield
Aaron Askam
Brett Digman
Joseph Dorton
Austin Ryckeghem
Dustin Garner

B. Proclamation for Respect for Law Week, May 3-9, 2015

C. Proclamation for Quad City Navy Week - May 4-10. 2015

D. Proclamation for Optimist Club

E. Zoning Board of Adjustment: Kerry Strayhall (new appointment)

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. 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.
2. Resolution approving Case No. F14-12 being the final plat of Welcome Way Commercial Park Sixth Addition being the replat of Welcome Way Commercial Park Fifth Addition located north of 55th Street and west of Welcome Way containing one (1) industrial lot. [8th Ward]
3. Motion approving the Five Year Consolidated Plan for Federal Fiscal Years 2015-2019, the Annual Plan, for Year 41 (July 1, 2015 - June 30, 2016), and authorizing the City Administrator or his designees to sign necessary documents and agreements.

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 beer and liquor license applications.

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

Ward 2

Hy-Vee Market Cafe' (Hy-Vee Inc.) - 2200 West Kimberly Rd - License Type Upgrade: C Liquor

Ward 5

East Village Coffee Cafe' (Meme Cat LLC) - 1104 Jersey Ridge Rd - Outdoor Area May 23 - 25, 2015 - License Type: B Wine

Riverside Liquor (Vardaan LLC) - 826 East River Dr - License Type: E Liquor

Ubriacos (Born Entertainment LLC) - 1029 Mound St - Outdoor Area - May 25 - 26, 2015 - License Type: C Liquor

Ward 7

Kwik Star #291 (Kwik Trip Inc) - 1225 East Kimberly Rd - License Type: C Beer / B Wine

Ward 8

Clarion Hotel (Brady 5202 LLC) - 5202 Brady St - License Type: B Liquor

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

Ward 1

Frackies (Frackie's Pub Inc) - 2820 Rockingham Rd - License Type: C Liquor

Ward 2

Pilot Travel Center (Pilot Travel Centers LLC) - 8200 Northwest Blvd - License Type: C Beer

Ward 3

Duck City Delicatessen and Bistro (Moskowitz Llewellyn Restaurant Systems Inc) - 115 East 3rd St - Outdoor Area - License Type: C Liquor

Save-A-Lot (Conklin's Supermarkets Inc) - 1309 West 4th St - License Type: C Beer

Sippi's (Sippi's Inc) - 406 West 2nd St - Outdoor Area - License Type: C Liquor

Super Saver Liquor (Super Saver Liquor LLC) - 1610 Rockingham Rd - License Type: E Liquor / C Beer / B Wine

Ward 5

Rudy's Tacos East (LaRosa SA Inc) - 2214 East 11th St - Outdoor Area - License Type: C Liquor

Ward 6

QC Mart (Bethany Enterprises Inc) - 2845 East 53rd St - License Type: C Beer

Ward 7

Olive Garden Italian Restaurant No. 1144 (GMRI Inc) - 330 West Kimberly Rd - License Type: C Liquor

Ward 8

Thunder Bay Grille (Thunder Bay Grille LLC) - 6511 Brady St - Outdoor Area - License Type: C Liquor

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

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution to approve purchase agreements for the acquisition of right of way and easements for the Forest Grove Rd project. The purchase price is \$561,988 and budgeted in CIP Project #01145.
2. Resolution approving the plans, specifications, form of contract and estimate of cost for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program, CIP Project #30014. *[All Wards]*
3. Resolution approving the contract for the 14th & 15th Sanitary Sewer Cross Connections Design to Missman, Inc. in the amount Not-To-Exceed \$93,800, CIP Project #00165. *[All Wards]*
4. Resolution granting permission to Central Scott Telephone to install Buried Communications Cable within public right-of-way in the City of Davenport along Hillandale Road from Northwest Boulevard north 1,700 feet. *[Ward 8]*
5. Resolution granting permission to Iowa Network Services, Inc. to install Buried Communications Cable within public right-of-way in the City of Davenport along the west side of Brady Street from 46th Street north 695 feet to the 4700 Block of Brady Street. *[Ward 7]*
6. Motion to approve the contract for the structural steel, erection, and metal fabrication at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$996,000. *[Ward 3]*
7. Motion to approve the contract for the wall panel systems at the Central Fire Station to Sterling Commercial Roofing of Sterling, IL in the amount of \$1,480,315. *[Ward 3]*
8. Motion to approve the contract for the selective interior demolition at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$146,000. *[Ward 3]*
9. Motion to approve the contract for the masonry work at the Central Fire Station to Seedorff Masonry, Inc. of Strawberry Point, IA in the amount of \$568,341. *[Ward 3]*
10. Motion to approve the contract for the masonry restoration at the Central Fire Station to B & B Masonry and Restoration of Davenport, IA in the amount of \$310,161. *[Ward 3]*
11. Motion to approve the contract for the general trades construction at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$1,562,000. *[Ward 3]*
12. Motion to approve the contract for the gypsum and acoustical work at the Central Fire Station to River Valley Construction, Inc. of Bettendorf, IA in the amount of \$853,787. *[Ward 3]*
13. Motion to approve the contract for roofing at the Central Fire Station to Economy Roofing & Insulating Co., Inc. in the amount of \$284,470. *[Ward 3]*
14. Motion to approve the contract for the glass and glazing work at the Central Fire Station to Rock Island Glass Co. of Rock Island, IL in the amount of \$364,575. *[Ward 3]*
15. Motion to approve the contract for the flooring and tile work at the Central Fire Station to Swanson Professional Floor Covering, Inc. of Moline, IL in the amount of \$80,000. *[Ward 3]*
16. Motion to approve the contract for the painting work at the Central Fire Station to Builders Sales & Service Company of Moline, IL in the amount of \$229,840. *[Ward 3]*

17. Motion to approve the contract for the FY 2015-16 Sanitary Sewer CIPP Lining project to Visi-Sewer, Inc. of Pewaukee, WI in the amount of \$1,077,894.75. [All Wards]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. FINANCE

1. Resolution fixing a meeting date for the hearing on the issuance of not-to-exceed \$53,500,000 General Obligation Corporate Bonds, Series 2016. [All Wards]
2. Resolution relating to financing of certain proposed projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. [All Wards]
3. Motion setting a public hearing for the purpose of amending the FY 2015 Operating and Capital Improvement Budgets. [All Wards]
4. Motion directing the City Administrator to complete various parks projects with the \$200,000 allocated in the Parks Development project in the FY 2016 Capital Improvement Program. [All Wards]
5. Motion approving a contract for RFI review and contract consulting services related to the Davenport broadband initiative project to Magellan Advisors, LLC of Denver, CO in the amount not to exceed \$57,200. [All Wards]
6. Motion approving a contract for legal services related to the Davenport broadband initiative project to Kirton McConkie PC of Salt Lake City, UT. [All Wards]
7. Motion authorizing City staff to sign the Eastern Iowa Community College District Kahl Parking Lot Lease Addendum for use of the western half of the Kahl Building parking lot as a fire lane for the Central Fire Station project and for Fire Department employee parking. [Ward 3]
8. Motion authorizing City staff to sign the License Agreement by and between the Eastern Iowa Community College District and the City of Davenport for a license and authority for the Davenport Fire Department to use the 9th Floor of the Kahl Building for administration offices during the construction phase of the Central Fire Station project. [Ward 3]
9. Motion directing staff to negotiate a contract for the Transload Facility Operations with Savage Services Corporation of Schererville, IN for the Eastern Iowa Industrial Park. [Ward 8]
10. Motion extending a contract for collection services to Municipal Collections of America, Inc. of Lansing, IL that will exceed \$50,000. [All Wards]
11. Motion awarding the lowest responsive and responsible vendors for the provision of street materials for the 2015 construction season. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Transportation Mgmt & Design - Comprehensive operations analysis for Transit - Amount: \$45,842
2. Langman Construction - Tree removal/Forest Grove paving - Amount: \$39,799
3. Altorfer, Inc. - Skyjack scissor lift (used) - Amount: \$37,400
4. Swanson Construction - Repair sewer manholes at Modern Woodmen Park - Amount: \$37,000
5. Environmental Mgmt Services - Asbestos removal at Central Fire Station - Amount: 33,300
6. Safeware, Inc. - Hearing protection for gun range at Police Department - Amount: \$31,015
7. Motion Industries - Bearings & parts for biosolids bins at Compost - Amount: \$19,025
8. BWF Tree Farm - Trees for W Kimberly Rd median - Amount: \$18,860
9. BWF Tree Farm - Trees for W 59th St - Amount: \$17,155
10. Cartegraph Systems - Annual maintenance - Amount: \$18,703
11. Pillar Equipment - Two Z-turn mowers w/60" deck - Amount: \$17,081
12. Dix Enterprises - Ballistic helmets for Police - Amount: \$16,277
13. Ion Wave Technology - Annual subscription fee - Amount: \$16,000

XI. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add and vote on the following resolution.
2. Resolution approving the street closing of Rusholme Street between Carrey and Arlington on May 13, 2015 for the Blue Mass at St. Paul the Apostle Catholic Church.

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Bruce Berger
Wards: 8,7,6

Action / Date
CD5/6/2015

Subject:
Public Hearing for the purpose of amending and expanding the North Urban Renewal Area Plan.

Recommendation:
Hold the public hearing.

Relationship to Goals:
Added emphasis on economic development.

Background:

The public hearing invites comments on the expansion and amendment of 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.

The City of Davenport will also be amending the North Urban Renewal plan to combine the 74/53rd Economic Development Area and the North Urban Renewal Area into a single combined North Urban Renewal Area plan. This updated plan will include projects approved in 2014 and will also include Veteran's Memorial public safety infrastructure improvements, the extension of Elmore Ave, the construction of Transload Facility and associated rail line, and the 2014 Internal TIF.

Per Chapter 403.5 of the Iowa code, a consultation meeting was held on April 27th for representatives from the taxing jurisdictions. The Notice of Public Hearing was published in the Catholic Messenger on April 23, 2015.

ATTACHMENTS:

Type	Description
 Cover Memo	North URA Amended Plan

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	4/29/2015 - 5:28 PM
Community Development Committee	Berger, Bruce	Approved	4/29/2015 - 5:28 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:03 PM

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 $\frac{1}{4}$ of Section 33, T79N, R3E of the 5th PM; thence south along said east line to the SE corner of the SE $\frac{1}{4}$ of said Section 33; thence west along the south line of said SE $\frac{1}{4}$ 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)

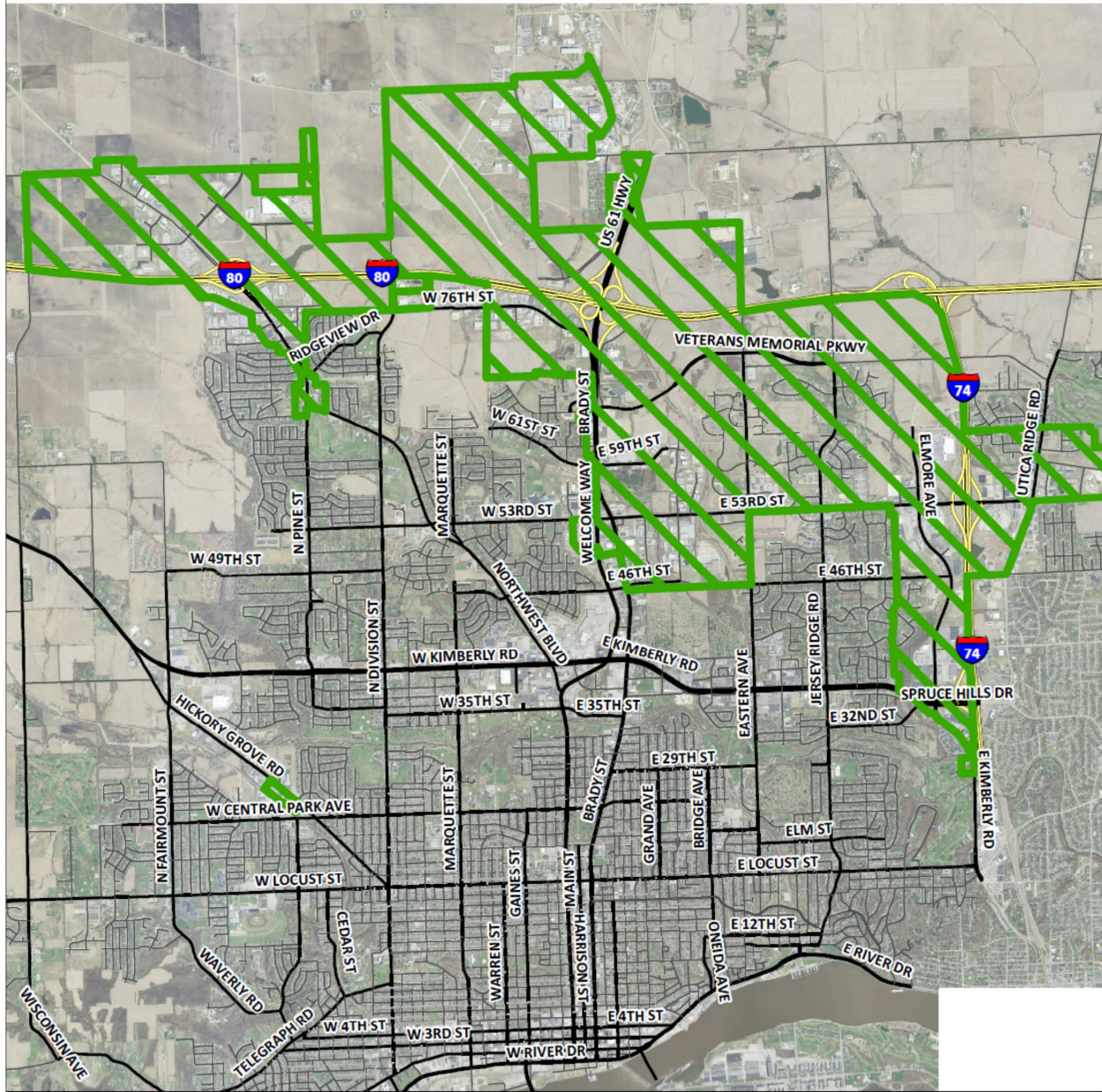
A tract of land situated in part of the E ½ of Section 6 and part of the W ½ of Section 5 all in Township 78 North, Range 4 East of the 5th Principle Meridian, City of Davenport, Scott County, Iowa, and being more particularly described as follows:

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

An aerial photograph of a portion of Madison, Wisconsin, with a specific urban area outlined in a thick green line. This outlined area, labeled 'North Urban Renewal Area', is roughly bounded by US 61 Hwy to the north, the I-80/I-74 interchange to the east, and W 76th St to the south. The map shows a dense grid of streets within and around this area. Major roads include I-80 running horizontally across the top, I-74 running vertically on the right, and US 61 Hwy running vertically through the center. Other labeled streets include W 76th St, W 61st St, W 53rd St, W 49th St, W 35th St, W 33rd St, W 3rd St, W 4th St, W 5th St, W 6th St, W 7th St, W 8th St, W 9th St, W 10th St, W 11th St, W 12th St, W 13th St, W 14th St, W 15th St, W 16th St, W 17th St, W 18th St, W 19th St, W 20th St, W 21st St, W 22nd St, W 23rd St, W 24th St, W 25th St, W 26th St, W 27th St, W 28th St, W 29th St, W 30th St, W 31st St, W 32nd St, W 34th St, W 36th St, W 37th St, W 38th St, W 39th St, W 40th St, W 41st St, W 42nd St, W 43rd St, W 44th St, W 45th St, W 46th St, W 47th St, W 48th St, W 49th St, W 50th St, W 51st St, W 52nd St, W 53rd St, W 54th St, W 55th St, W 56th St, W 57th St, W 58th St, W 59th St, W 60th St, W 61st St, W 62nd St, W 63rd St, W 64th St, W 65th St, W 66th St, W 67th St, W 68th St, W 69th St, W 70th St, W 71st St, W 72nd St, W 73rd St, W 74th St, W 75th St, W 76th St, E 4th St, E 5th St, E 6th St, E 7th St, E 8th St, E 9th St, E 10th St, E 11th St, E 12th St, E 13th St, E 14th St, E 15th St, E 16th St, E 17th St, E 18th St, E 19th St, E 20th St, E 21st St, E 22nd St, E 23rd St, E 24th St, E 25th St, E 26th St, E 27th St, E 28th St, E 29th St, E 30th St, E 31st St, E 32nd St, E 33rd St, E 34th St, E 35th St, E 36th St, E 37th St, E 38th St, E 39th St, E 40th St, E 41st St, E 42nd St, E 43rd St, E 44th St, E 45th St, E 46th St, E 47th St, E 48th St, E 49th St, E 50th St, E 51st St, E 52nd St, E 53rd St, E 54th St, E 55th St, E 56th St, E 57th St, E 58th St, E 59th St, E 60th St, E 61st St, E 62nd St, E 63rd St, E 64th St, E 65th St, E 66th St, E 67th St, E 68th St, E 69th St, E 70th St, E 71st St, E 72nd St, E 73rd St, E 74th St, E 75th St, E 76th St, E 77th St, E 78th St, E 79th St, E 80th St, E 81st St, E 82nd St, E 83rd St, E 84th St, E 85th St, E 86th St, E 87th St, E 88th St, E 89th St, E 90th St, E 91st St, E 92nd St, E 93rd St, E 94th St, E 95th St, E 96th St, E 97th St, E 98th St, E 99th St, E 100th St. The Wisconsin River is visible at the bottom of the map. The green outline follows a complex path, generally following the eastern and northern edges of the urban area shown, with some internal loops and extensions.

North Urban Renewal Area



The map displays the Airport Industrial Park area in San Jose, California. Key features include:

- Red Outline:** A red line outlines a specific area, likely the subject of the map.
- Yellow Line:** A yellow line runs horizontally across the bottom of the map, with four numbered circles (1, 2, 3, 4) placed along it.
- Lot Numbers:** Various lot numbers are visible, including 912651001, 912651002, 912651003, 912651004, 912651005, 912651006, 912651007, 912651008, 912651009, 912651010, 912651011, 912651012, 912651013, 912651014, 912651015, 912651016, 912651017, 912651018, 912651019, 912651020, 912651021, 912651022, 912651023, 912651024, 912651025, 912651026, 912651027, 912651028, 912651029, 912651030, 912651031, 912651032, 912651033, 912651034, 912651035, 912651036, 912651037, 912651038, 912651039, 912651040, 912651041, 912651042, 912651043, 912651044, 912651045, 912651046, 912651047, 912651048, 912651049, 912651050, 912651051, 912651052, 912651053, 912651054, 912651055, 912651056, 912651057, 912651058, 912651059, 912651060, 912651061, 912651062, 912651063, 912651064, 912651065, 912651066, 912651067, 912651068, 912651069, 912651070, 912651071, 912651072, 912651073, 912651074, 912651075, 912651076, 912651077, 912651078, 912651079, 912651080, 912651081, 912651082, 912651083, 912651084, 912651085, 912651086, 912651087, 912651088, 912651089, 912651090, 912651091, 912651092, 912651093, 912651094, 912651095, 912651096, 912651097, 912651098, 912651099, 912651100, 912651101, 912651102, 912651103, 912651104, 912651105, 912651106, 912651107, 912651108, 912651109, 912651110, 912651111, 912651112, 912651113, 912651114, 912651115, 912651116, 912651117, 912651118, 912651119, 912651120, 912651121, 912651122, 912651123, 912651124, 912651125, 912651126, 912651127, 912651128, 912651129, 912651130, 912651131, 912651132, 912651133, 912651134, 912651135, 912651136, 912651137, 912651138, 912651139, 912651140, 912651141, 912651142, 912651143, 912651144, 912651145, 912651146, 912651147, 912651148, 912651149, 912651150, 912651151, 912651152, 912651153, 912651154, 912651155, 912651156, 912651157, 912651158, 912651159, 912651160, 912651161, 912651162, 912651163, 912651164, 912651165, 912651166, 912651167, 912651168, 912651169, 912651170, 912651171, 912651172, 912651173, 912651174, 912651175, 912651176, 912651177, 912651178, 912651179, 912651180, 912651181, 912651182, 912651183, 912651184, 912651185, 912651186, 912651187, 912651188, 912651189, 912651190, 912651191, 912651192, 912651193, 912651194, 912651195, 912651196, 912651197, 912651198, 912651199, 912651200, 912651201, 912651202, 912651203, 912651204, 912651205, 912651206, 912651207, 912651208, 912651209, 912651210, 912651211, 912651212, 912651213, 912651214, 912651215, 912651216, 912651217, 912651218, 912651219, 912651220, 912651221, 912651222, 912651223, 912651224, 912651225, 912651226, 912651227, 912651228, 912651229, 912651230, 912651231, 912651232, 912651233, 912651234, 912651235, 912651236, 912651237, 912651238, 912651239, 912651240, 912651241, 912651242, 912651243, 912651244, 912651245, 912651246, 912651247, 912651248, 912651249, 912651250, 912651251, 912651252, 912651253, 912651254, 912651255, 912651256, 912651257, 912651258, 912651259, 912651260, 912651261, 912651262, 912651263, 912651264, 912651265, 912651266, 912651267, 912651268, 912651269, 912651270, 912651271, 912651272, 912651273, 912651274, 912651275, 912651276, 912651277, 912651278, 912651279, 912651280, 912651281, 912651282, 912651283, 912651284, 912651285, 912651286, 912651287, 912651288, 912651289, 912651290, 912651291, 912651292, 912651293, 912651294, 912651295, 912651296, 912651297, 912651298, 912651299, 912651300, 912651301, 912651302, 912651303, 912651304, 912651305, 912651306, 912651307, 912651308, 912651309, 912651310, 912651311, 912651312, 912651313, 912651314, 912651315, 912651316, 912651317, 912651318, 912651319, 912651320, 912651321, 912651322, 912651323, 912651324, 912651325, 912651326, 912651327, 912651328, 912651329, 912651330, 912651331, 912651332, 912651333, 912651334, 912651335, 912651336, 912651337, 912651338, 912651339, 912651340, 912651341, 912651342, 912651343, 912651344, 912651345, 912651346, 912651347, 912651348, 912651349, 912651350, 912651351, 912651352





City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Eric Gravert: (563) 327-5125
Wards: All

Action / Date
PW5/5/2015

Subject:

Public hearing on the plans, specifications, form of contract and estimate of cost for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program, CIP Project #30014. *[All Wards]*

Recommendation:

Hold the hearing.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This is the continuation of the program that was in operation last fiscal year to repair sewer laterals between City's sanitary sewer main and private residences by contract.

Program management will be completed by the Engineering Division Staff.

The project is being bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. The lowest bidder(s) will be offered annual contract(s) with the City with an option for a one year contract extension. Work will be assigned to the successful bidders on a rotating basis with a ten day project completion.

Contracts will be guaranteed in the amount of \$100,000 for each contractor. The maximum contract values \$600,000. Funds for the FY2016 Sanitary Sewer Lateral Repair Program are budgeted in CIP #30014 at \$1,250,000.

ATTACHMENTS:

Type	Description
 Backup Material	PW_PH Notice

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	5/1/2015 - 9:18 AM
Public Works Committee	Lechvar, Gina	Approved	5/1/2015 - 9:19 AM

COPY OF NOTICE
EXHIBIT "A"

AFFIDAVIT OF PUBLICATION

STATE OF IOWA }
SCOTT COUNTY, } ss.

The undersigned, being first duly sworn, on oath does say that he/she is an authorized employee of THE QUAD-CITY TIMES, morning edition, a daily newspaper printed and published by Lee Enterprises, Incorporated, in the City of Davenport, Scott County, Iowa, and that a notice, a printed copy of which is hereto annexed as Exhibit "A" and made a part of this affidavit, was published in said THE QUAD-CITY TIMES, on the following dates:

4-22-22

Notice of Hearing
On Proposed Plans, Specifications,
and Proposed Contract for the
FY2016-2017 Lateral Repair Program.
NOTICE is hereby given that at 5:30 P.M.,
on Wednesday, May 6, 2015, at the
Council Chambers, City Hall, in the City
of Davenport, Iowa, there will be con-
ducted a hearing on the proposed plans,
specifications, and form of contract which
the City Council has caused to be filed
with the City Clerk of the City of Davenport,
Iowa, and on the cost and necessity
covering the FY2016-2017 Lateral Repair
Program in the City of Davenport, Iowa.
At said hearing any interested person
may file written objection or comments
with respect to the proposed plans, specifications,
form of contract or cost of and
necessity for such improvements and
may be heard orally with respect thereto.

Jacobs E. Holleck
Deputy City Clerk
Davenport, Iowa
April 18, 2015

The affiant further deposes and says that all of the facts set forth in the foregoing affidavit are true as
he/she verily believes.

Ken Cooper

Subscribed and sworn to before me by said affiant this

22nd

Apr. 0

15

City of Davenport

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

Action / Date
CD5/6/2015

Subject:

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	Berger, Bruce	Approved	4/29/2015 - 5:27 PM
Community Development Committee	Berger, Bruce	Approved	4/29/2015 - 5:27 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:02 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 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 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 SOO -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 $\frac{1}{4}$ of Section 33, T79N, R3E of the 5th PM; thence south along said east line to the SE corner of the SE $\frac{1}{4}$ of said Section 33; thence west along the south line of said SE $\frac{1}{4}$ 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 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

This aerial map illustrates the North Urban Renewal Area, which is highlighted with a green outline. The area is situated in the northern part of Madison, Wisconsin, and is bounded by the Wisconsin River to the south and the I-80/I-74 interchange to the east. The map shows a grid of streets, including W 4th St through W 76th St and E 4th St through E 59th St. Major highways I-80 and I-74 are visible. Key streets like US 61 Hwy, Veterans Memorial Pkwy, and Elmore Ave are also labeled. The area is bounded by the Wisconsin River to the south and the I-80/I-74 interchange to the east.

North Urban Renewal Area

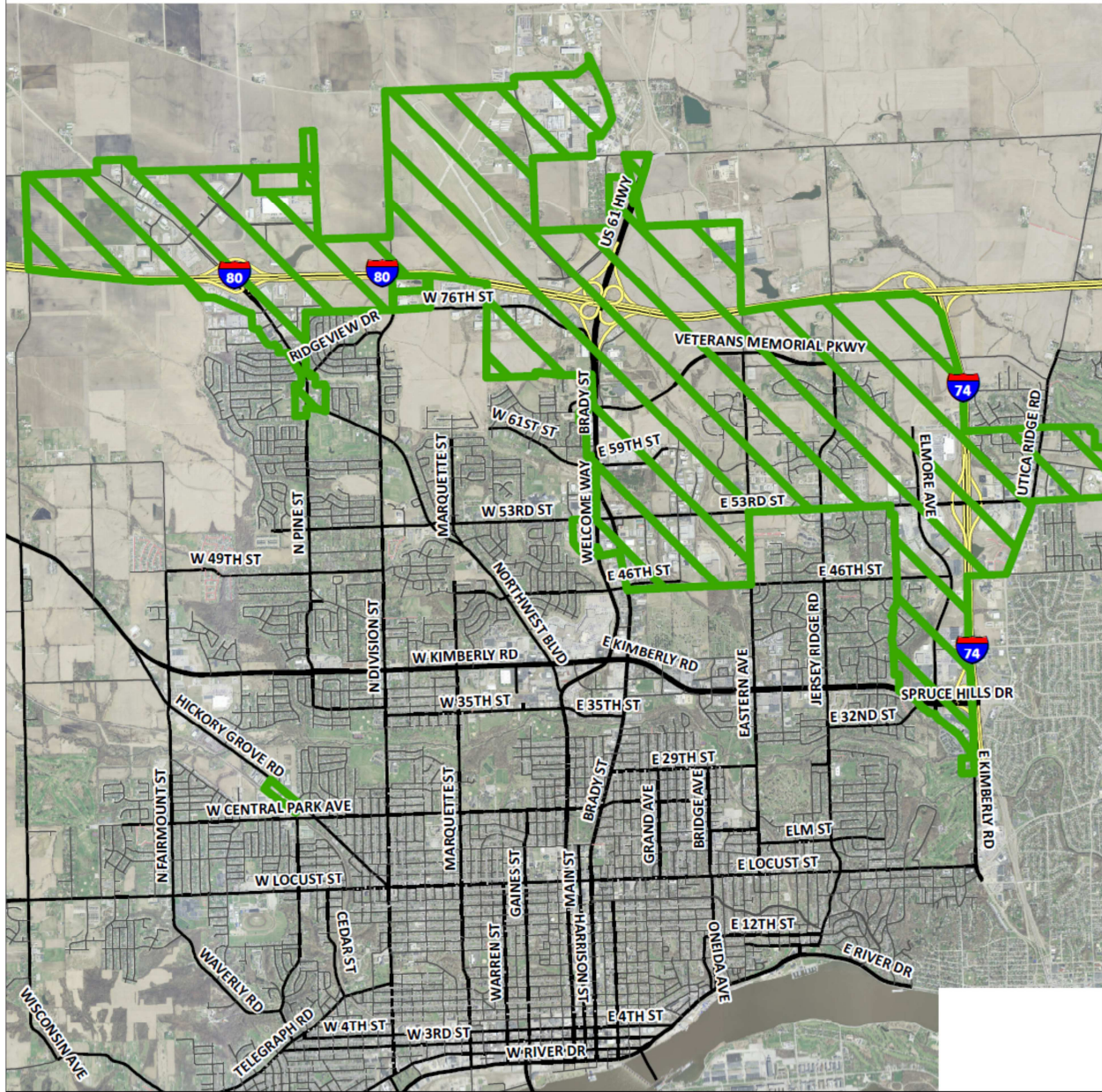
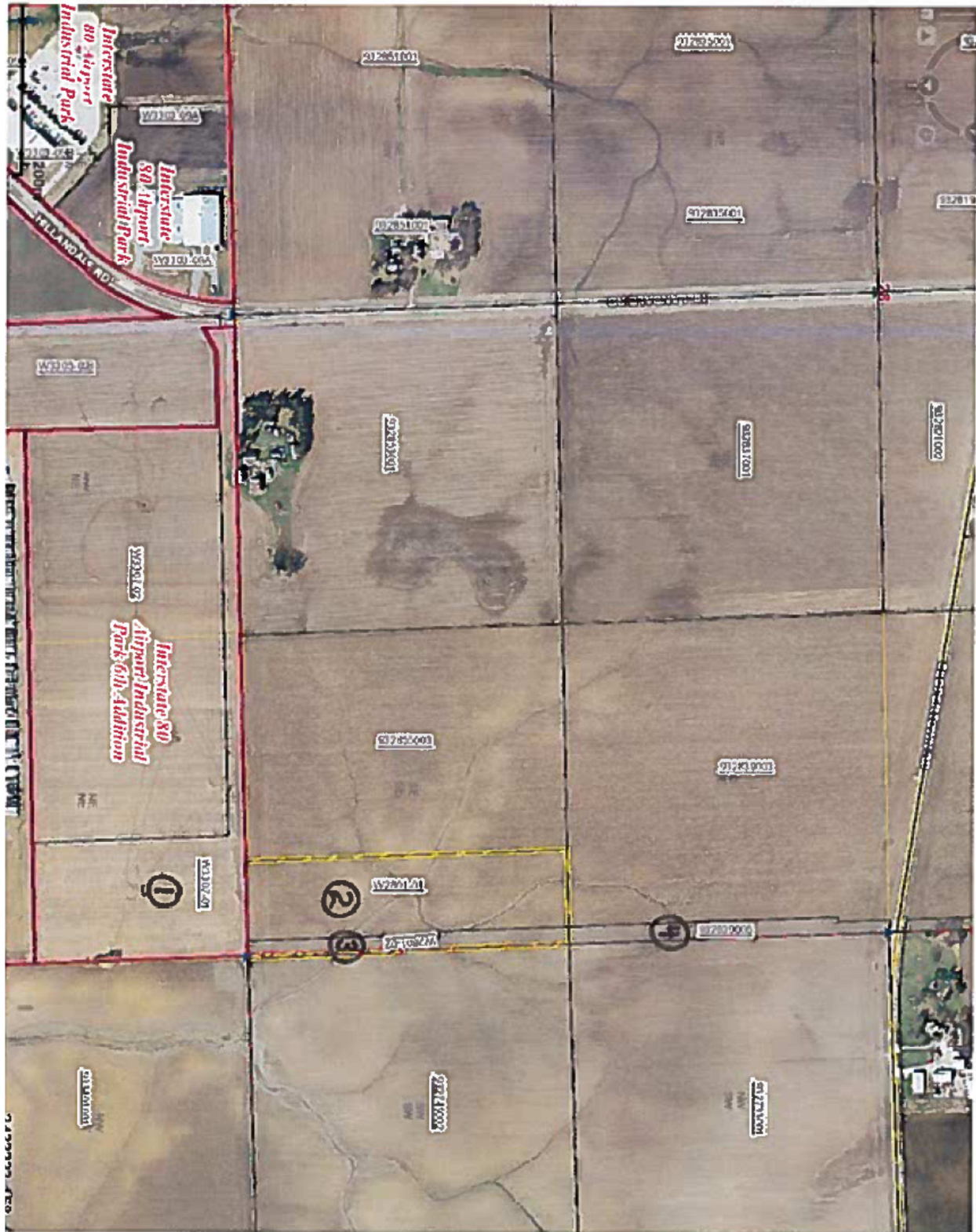
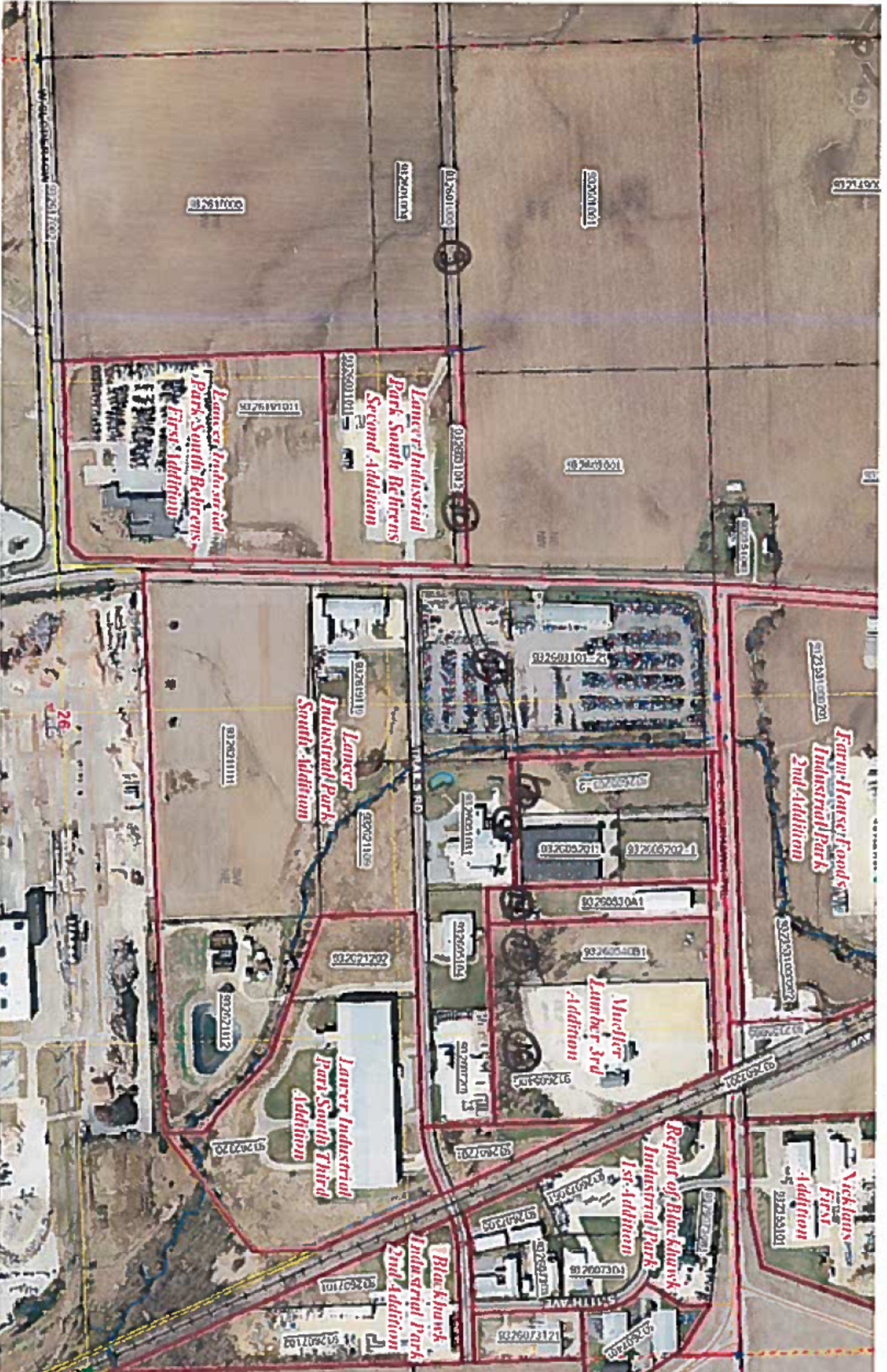


Exhibit C: Map of Rail ROW Parcels in North URA





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Lancaster Industrial Park South Beltrons Second Addition

932611011

Lancaster Industrial Park South Beltrons First Addition

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Farm House Food & Industrial Park 2nd Addition

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City of Davenport

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

Action / Date
5/6/2015

Subject:

Resolution approving Case No. F14-12 being the final plat of Welcome Way Commercial Park Sixth Addition being the replat of Welcome Way Commercial Park Fifth Addition located north of 55th Street and west of Welcome Way containing one (1) industrial lot. [8th Ward]

Recommendation:

The proposed plat allows the development of the remainder of the Welcome Way Commercial Park area.

The Plan and Zoning Commission forwards Case No. F14-12 to the City Council for approval subject to the following conditions:

Nonstandard Conditions:

1. That the plat not be recorded until the cul-de-sac vacation is recorded.
2. The owner of Out Lot A is shown.
3. The special flood hazard area referenced in a note on the plat is shown.
4. The flood elevation referenced on the plat is revised to reflect 1929 M.S.L. instead of City Datum.
5. The plat proposes to vacate the cul-de-sac and designate the existing right-of-way as an access easement for City use in snow removal and solid waste collection. Public Works is concerned that the site plan leaves no space to deposit snow within the cul-de-sac. The note needs to be amended by adding that the City has the right to leave residual snow within the cul-de-sac of which removal shall be the responsibility of the property owner.

Note that Conditions 6 through 8 are standard requirements of City Ordinances and not repeated here (please refer to the Commission's October 16, 2014 letter for more details).

The Commission vote for approval was unanimous with 7-yes, 0-no and 0-abstention.

Relationship to Goals:

Added emphasis on economic development.

Background:

There is a development proposal, Laffredo office and warehouse, which is requiring this replat. The development would cross into the three existing lots with the parking and traffic areas surrounding the cul-de-sac of Sheridan Street thereby eliminating access to the individual lots hence the replat into one lot.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	F14-12 Resolution
☐ Backup Material	F14-12 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	4/29/2015 - 5:28 PM

Community Development
Committee

Berger, Bruce

Approved

4/29/2015 - 5:29 PM

City Clerk

Holecek, Jackie

Approved

4/30/2015 - 3:06 PM

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F14-12 being the final plat of Welcome Way Commercial Park Sixth Addition being the replat of Welcome Way Commercial Park Fifth Addition located north of 55th Street and west of Welcome Way containing one (1) industrial lot. [8th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Welcome Way Commercial Park Sixth Addition to the City of Davenport, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated October 16, 2014 and as follows:

Nonstandard Conditions:

1. That the plat not be recorded until the cul-de-sac vacation is recorded.
2. The owner of Out Lot A is shown.
3. The special flood hazard area referenced in a note on the plat is shown.
4. The flood elevation referenced on the plat is revised to reflect 1929 M.S.L. instead of City Datum.
5. The plat proposes to vacate the cul-de-sac and designate the existing right-of-way as an access easement for City use in snow removal and solid waste collection. Public Works is concerned that the site plan leaves no space to deposit snow within the cul-de-sac. The note needs to be amended by adding that the City has the right to leave residual snow within the cul-de-sac of which removal shall be the responsibility of the property owner.

Note that Conditions 6 through 8 are standard requirements of City Ordinances and not repeated here (please refer to the Commission's October 16, 2014 letter for more details); 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

October 16, 2014

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of October 14, 2014, the City Plan and Zoning Commission considered Case No. F14-12 being the final plat of Welcome Way Commercial Park Sixth Addition being the replat of Welcome Way Commercial Park Fifth Addition located north of 55th Street and west of Welcome Way containing one (1) industrial lot.

Findings:

The proposed plat allows the development of the remainder of the Welcome Way Commercial Park area.

The City Plan and Zoning Commission accepts the listed finding and forwards case No. F14-12 to the City Council for approval subject to the following conditions:

- Non-standard conditions unique to this plat
 1. That the plat not be recorded until the cul-de-sac vacation is recorded.
 2. The owner of Out Lot A is shown.
 3. The special flood hazard area referenced in a note on the plat is shown.
 4. The flood elevation referenced on the plat is revised to reflect 1929 M.S.L. instead of City Datum.
 5. The plat proposes to vacate the cul-de-sac and designate the existing right-of-way as an access easement for City use in snow removal and solid waste collection. Public Works is concerned that the site plan leaves no space to deposit snow within the cul-de-sac. The note needs to be amended by adding that the City has the right to leave residual snow within the cul-de-sac of which removal shall be the responsibility of the property owner.
- Standard conditions required of all plats
 6. The surveyor signs the plat.
 7. The utility companies sign the plat when their easement needs have been met.
 8. Front yard building setback lines are shown.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	REZ14-11 4601 UTICA RIDGE RD (REAR)	F14-12 WELCOME WAY COMM PARK 6TH	ROW14-03 2ND ST ADJ 227 LECLAIRE ST					
Cartee	EX								
Connell	P	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	EX								
Gere	EX								
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Martin	P	Y	Y	Y					
Martinez	P	Y	Y	Y					
Tallman	P	AB	Y	Y					
		6-YES 0-NO 1-ABSTAIN	7-YES 0-NO 0-ABSTAIN	7-YES 0-NO 0-ABSTAIN					



PLAN AND ZONING COMMISSION

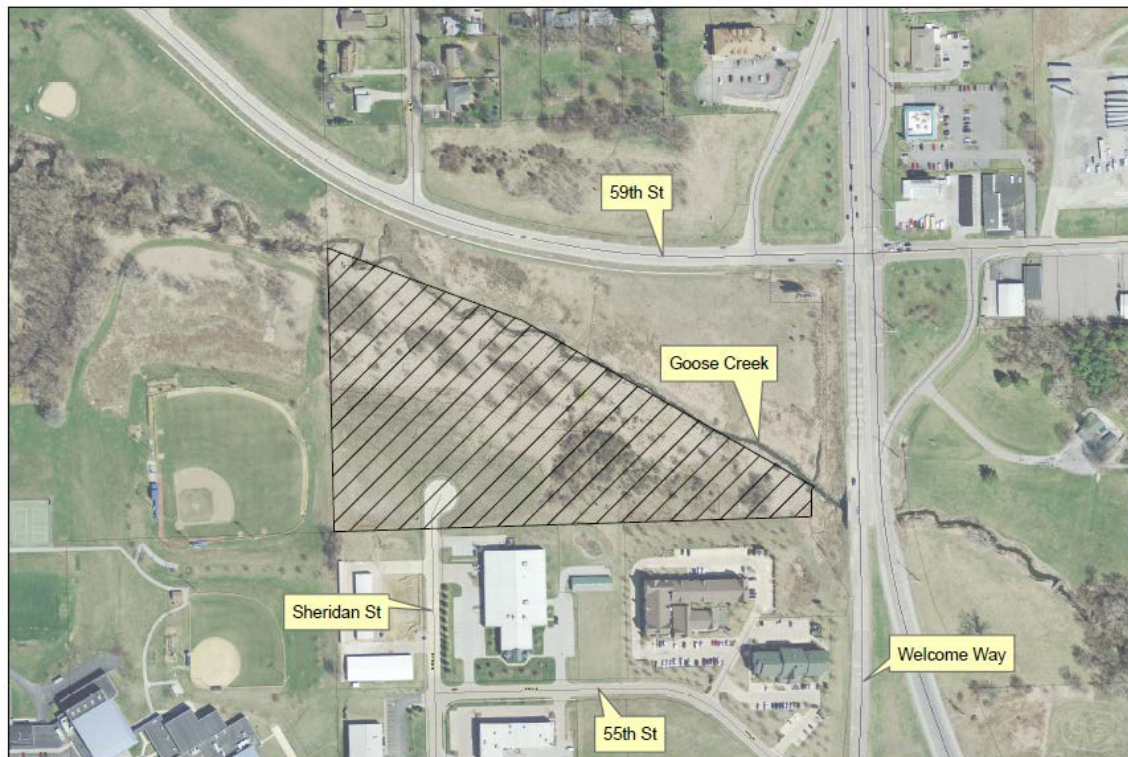
Meeting Date: November 04, 2014
Request: Final plat for a 2 lot industrial subdivision
Location: West of Welcome Way, south of 61st Street at the north terminus of Sheridan Street
Case No.: F14-12 Welcome Way Commercial Park Sixth Addition
Applicant: KGRD Green Bay LLC

Recommendation:

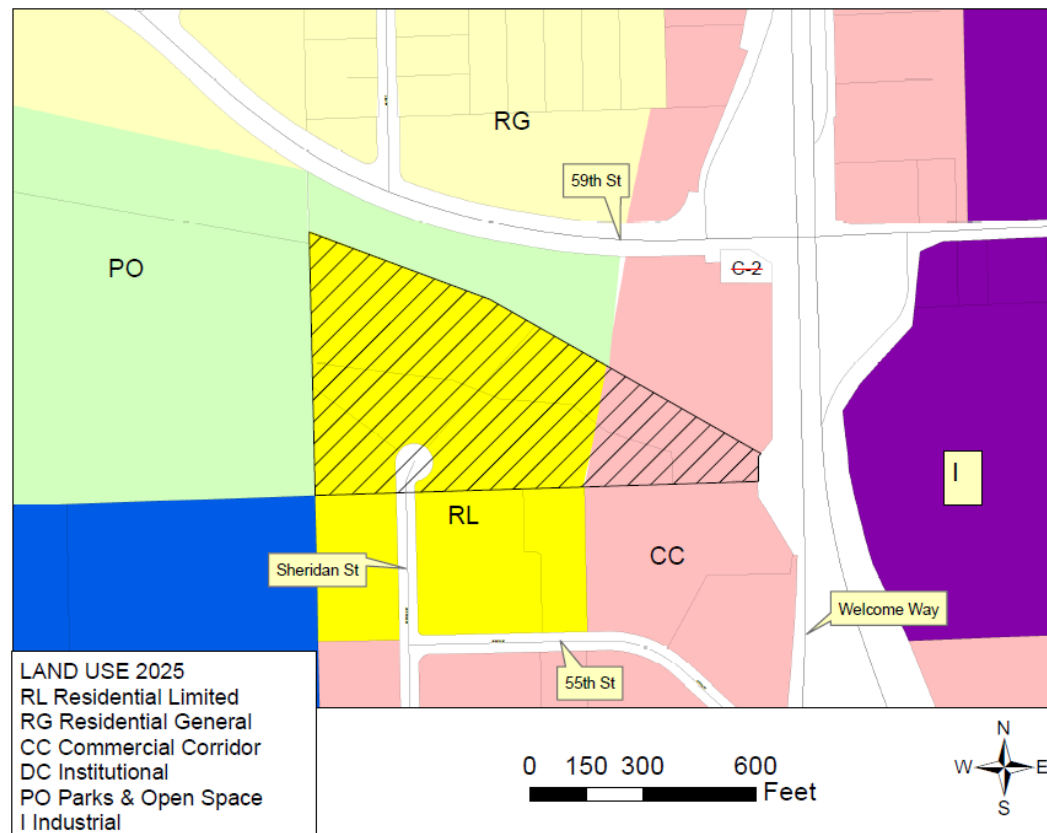
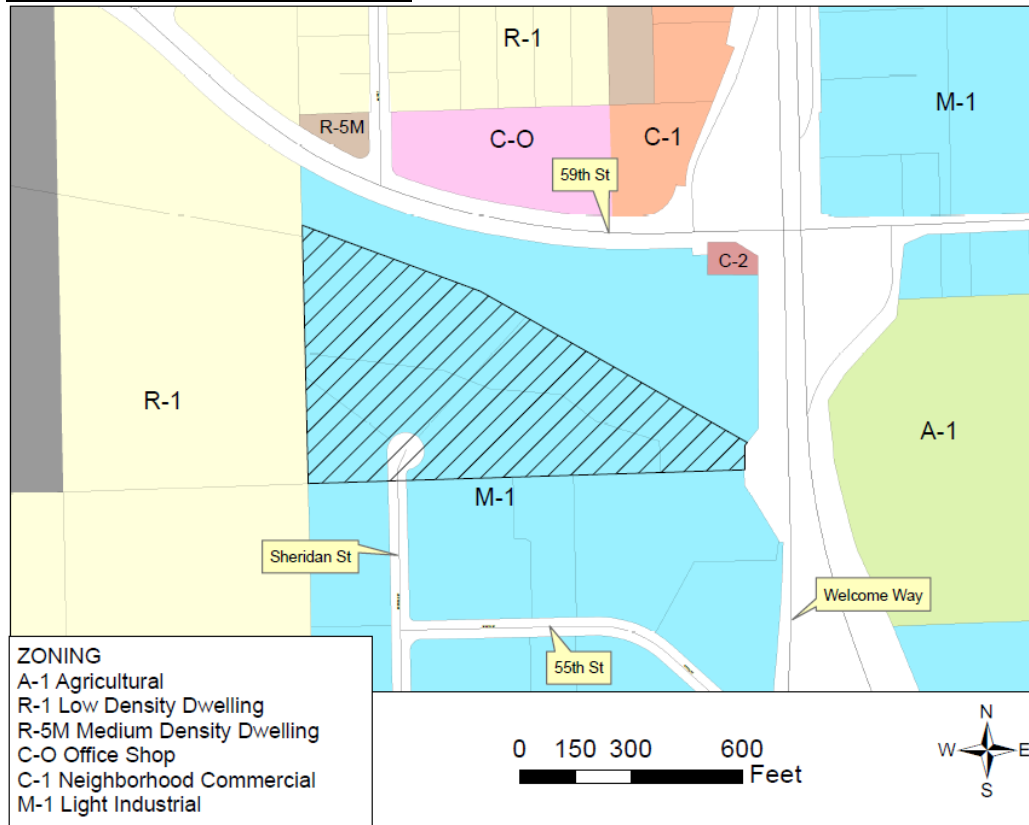
Staff recommends the City Plan and Zoning Commission accept the listed findings and forward case No. F14-12 to the City Council for approval subject to the stated condition(s).

INTRODUCTION

This is a two (2) lot final plat, one development lot and one outlot. The plat is located west of Welcome Way, south of 59th Street at the terminus of the cul-de-sac of Sheridan Street. The proposed plat takes three development lots and combines them into one lot. The outlot contains the floodplain of Goose Creek.



AREA CHARACTERISTICS:



Comprehensive Plan:

Within Urban Service Area: Yes

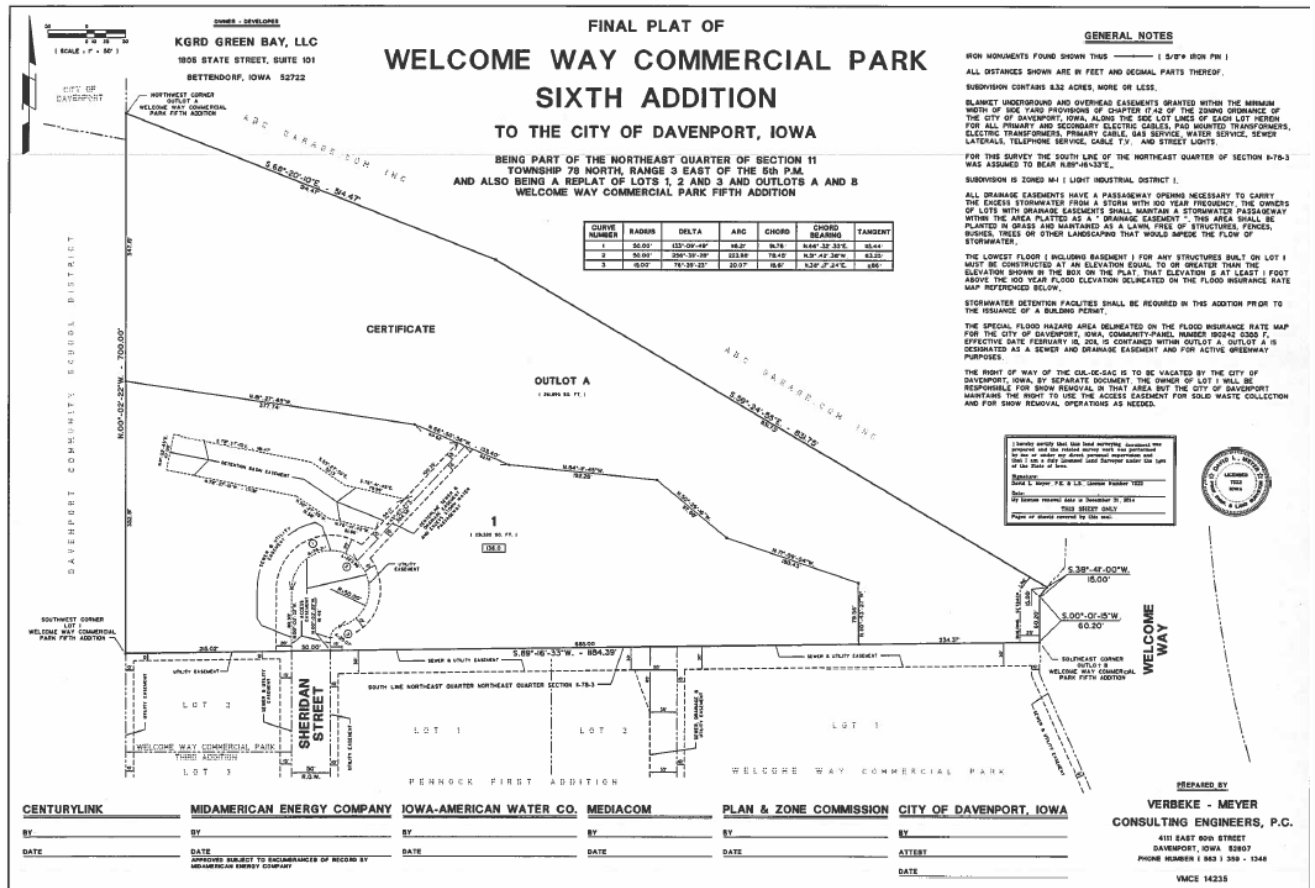
Proposed Land Use Designation: *Residential Limited (RL) designates neighborhoods that are composed of primarily residential uses; commercial and other uses are generally prohibited. These uses are typically "stand-alone" subdivisions or neighborhoods. Some RL neighborhoods are close or adjacent to commercial land uses... Residential Corridor (RC) is a mixed-use designation, intended for areas that are a) a blend of residential and commercial, and b) oriented toward a major vehicular corridor. While commercial developments may be present, they must maintain residential structures and character.*

Staff questions the RL designation since the Welcome Way Commercial Park area was completely platted through the Fifth Addition and significantly developed prior to the adoption of Davenport 2025 in 2005.

Relevant Goals to be considered in this Case:

Identify and reserve land for current and future development – *Develop land use policies that permit a wide variety of building types, uses and densities.*

Plat



proposed plat. Mid-American indicates electric services are/will be located within the easement(s).

Emergency Services. The proposed plat is within 2-1/4 and 2-1/2 miles from Fire Station No. 3 at 3506 Harrison Street and Fire Station No. 8 at 2802 East 53rd Street.

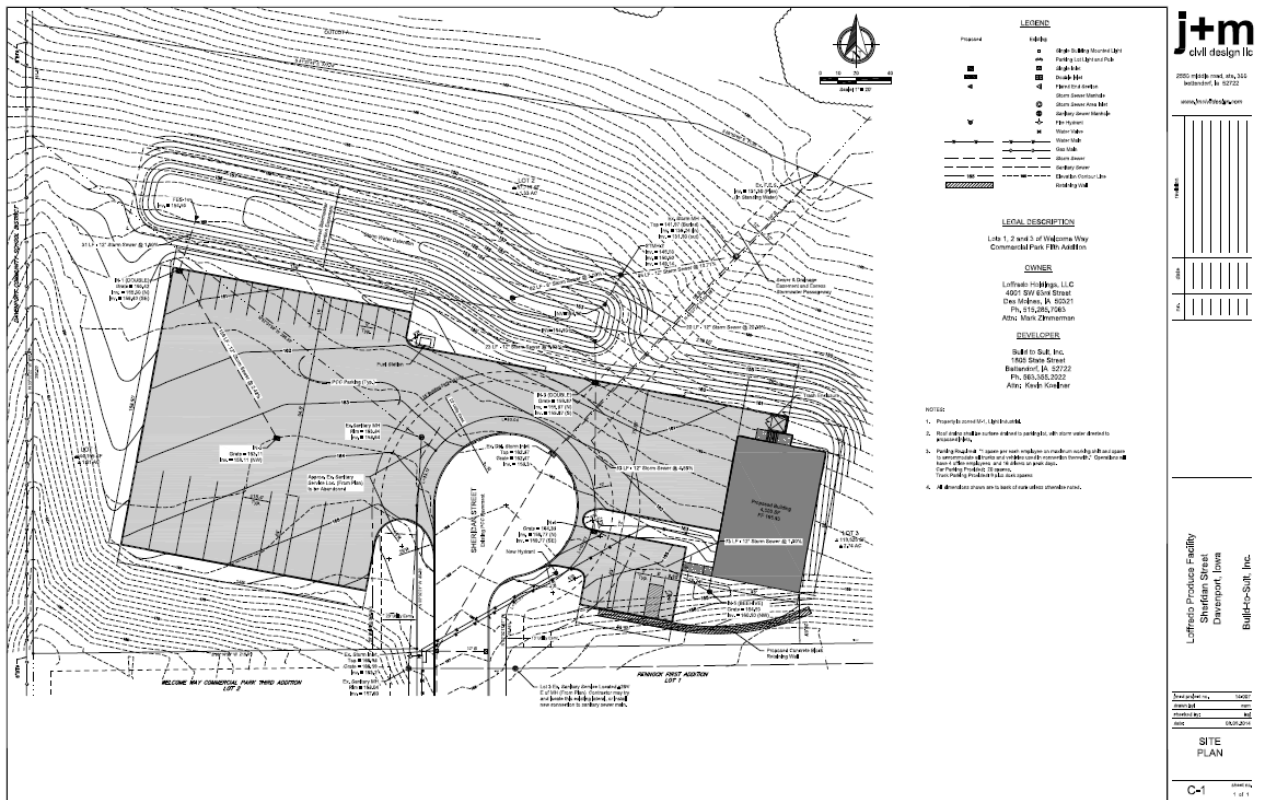
Parks/Open Space. The proposed plat places the floodplain of Goose Creek in an outlot and designates the outlot as an easement for sewer, drainage and active greenway purposes which adds to the future greenway and trail along Goose Creek. Access by the employees within the Welcome Way Commercial Park area to the greenway is a goal, it is difficult to provide through this lot due to the grade changes as well as the type of traffic generated by the proposed use.

PUBLIC INPUT:

There is typically no public input notification sent with final plats.

Discussion:

There is a development proposal which is requiring this replat. The development, shown below would cross into the three existing lots and eliminate access to the individual lots hence the replat into one lot. The outlot should be relabeled as "Lot A" instead of "Outlot A".



STAFF RECOMMENDATION:

Findings:

The proposed plat allows the development of the remainder of the Welcome Way Commercial Park area.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward case No. F14-12 to the City Council for approval subject to the following conditions:

- Non-standard conditions unique to this plat
 1. That the plat not be recorded until the cul-de-sac vacation is recorded.
 2. The owner of Out Lot A is shown.
 3. The special flood hazard area referenced in a note on the plat is shown.
 4. The flood elevation referenced on the plat is revised to reflect 1929 M.S.L. instead of City Datum.
 5. The plat proposes to vacate the cul-de-sac and designate the existing right-of-way as an access easement for City use in snow removal and solid waste collection. Public Works is concerned that the site plan leaves no space to deposit snow within the cul-de-sac. The note needs to be amended by adding that the City has the right to leave residual snow within the cul-de-sac of which removal shall be the responsibility of the property owner.
- Standard conditions required of all plats
 6. The surveyor signs the plat.
 7. The utility companies sign the plat when their easement needs have been met.
 8. Front yard building setback lines are shown.

Prepared by:

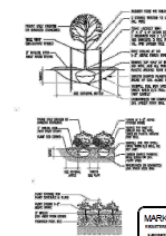
Wayne Wille, CFM
Planner II



Plant Schedule	Plant	Quantity
7	1.5" x 1" - Swamp White Oak	
5	0" x 0" - Heritage Birch	
6	1.5" x 1" - Red-Tamed Maple	
6	0" x 0" - White Pine	
2	0" x 0" - Autumn Brilliance Nandearberry	
8	1.5" x 1" - Franchises Flowering Crab	
20	3-pal. - East-Fernand Ponderosa Everd Green	
8	3-pal. - Double-Fernand Dogwood	
	Emulation Area Sand	
	Seed Area	

[illegible]

PLANTING DETAILS



City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Rita Pribly 326-6171
Wards: All

Action / Date
CD5/6/2015

Subject:

Motion approving the Five Year Consolidated Plan for Federal Fiscal Years 2015-2019, the Annual Plan, for Year 41 (July 1, 2015 - June 30, 2016), and authorizing the City Administrator or his designees to sign necessary documents and agreements.

Recommendation:

Approve the motion.

Relationship to Goals:

Desirable Neighborhoods

Background:

Every five years, the City must submit a Five-Year Consolidated Plan to the Department of Housing and Urban Development (HUD). This plan is required in order to receive Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) funds. This consolidated plan will cover the federal fiscal years spanning from July 1, 2015 through June 30, 2019.

The Consolidated Plan identifies general areas of need and how these needs might be addressed using these federal funds over the next five years. In addition to the Consolidated Plan is the Citizen Participation Plan, which sets forth the steps used to encourage citizen participation in the development of the Plan, any substantial amendments to the Plan, and the performance report.

The Annual Plan identifies the areas of need to be addressed in the fiscal year July 1, 2015 through June 30, 2016 and the allocations of the federal entitlement funds for that year. The Annual Plan for program year 41 is the first annual plan of the City's Five-Year Consolidated Plan for the period of July 1, 2015 to June 30, 2019.

The Citizens' Advisory Committee (CAC) reviewed applications for Year 41 CDBG funding and those recommendations were brought forward for Council consideration. On March 25th, 2015, the City Council approved the allocations as well as the allocations of HOME dollars. Both the allocations and the draft Five Year Plan were available for public comment for 30 days, and no comments were received.

Approvals of this motion will approve the 2015-2019 Five-Year Consolidated Plan, the Year 41 Annual Plan, and the Citizen Participation Plan and also authorize the City Administrator or his designee to sign necessary documents and agreements.

Attached is a summary of the projects as presented in the HUD provided plan template.

ATTACHMENTS:

Type	Description
 Backup Material	CDBG Five Year Plan 2015-2019 Projects

REVIEWERS:

Department	Reviewer	Action	Date
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Community Planning & Economic Development	Berger, Bruce	Approved	4/29/2015 - 5:27 PM
Community Development Committee	Berger, Bruce	Approved	4/29/2015 - 5:27 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:02 PM

Project Name	Housing
Needs Addressed	Housing
Location Description	Funding is available citywide. Exact addresses of housing projects are not known until applications have been received, processed and approved.
Planned Activities	With CDBG and HOME funding in accordance with rules and regulations, assistance will be provided by the City directly to homeowners and developers, as well as to non-profits, for-profits or CHDOs to acquire and/or rehabilitate properties, correct substandard conditions, make general repairs, improve energy efficiency, reduce lead paint hazards, and make emergency or accessibility repairs. May include: acquisition/rehab/resale, refinance/rehab, demolition/site preparation, new construction, downpayment/closing cost assistance and housing counseling. Housing units assisted will be single or multi-unit affordable housing to be sold, rented, or lease/purchased, as allowed by CDBG and HOME regulations. Beneficiaries of housing activities will be low to moderate income households as specified by HUD regulations. Other funding available includes program income generated by the respective revolving loan funds. Funding will also be utilized for project delivery costs and administration of housing programs, as allowed by CDBG and HOME regulations.

Project Name	Economic Development
Needs Addressed	Economic Development
Location Description	Funding is available citywide. The exact addresses of projects will not be known until applications have been received, processed and funds awarded.
Planned Activities	Formulation, coordination, and implementation of local economic development strategies. Provide economic development assistance including loans, section 108 loans, loan guarantees, grants, and infrastructure development to businesses locating to or expanding in Davenport. At least 51% of the jobs created by the assisted businesses must be made available to low/moderate income people. Economic assistance will also be provided to alleviate slum or blighted conditions in designated slum/blight areas or on individual slum/blight properties. Small business loan program will address the impact of the credit crunch and reduction of capital for business start-ups or expansion. A percentage of staff costs will be covered by program income earned through the revolving loan fund.

Project Name	Infrastructure and Area Benefits
Needs Addressed	Infrastructure and Area Benefits
Location Description	Funding is available citywide, however, because of the older infrastructure in older parts of the City, funds will be concentrated in these areas. In addition the public participation process has identified a need for infrastructure improvements in the areas of federally funded affordable housing developments. With limited funding available, infrastructure funding will likely be concentrated in these areas.
Planned Activities	Infrastructure and area benefits to benefit low to moderate households and areas, as allowed by CDBG regulations. This could include (but is not limited to), streets, sidewalks, gutters, sewer, alleys, etc.

Project Name	Low-Mod Clientele and Public Services
Needs Addressed	Low-Mod Clientele and Public Services
Funding	CDBG: \$220,000
Target Date	6/30/2016
Estimate the number and type of families that will benefit from the proposed activities	Public Service activities serve on average 3,000 beneficiaries per year. This year, applicants for funds have indicated that 2,229 individuals will be served.
Location Description	Public service activities are available citywide to low and moderate income individuals.
Planned Activities	Funding for a variety of public service activities serving low to moderate income clientele has been proposed for this year, including: -Youth services: Providing mentoring, counseling, child care, before and after school programs, and summer programs for low to moderate income families. These programs provide social, physical, emotional, cultural and educational enrichment for low to moderate income children, primarily in the central city. -Homeless and Transitional Housing: Provides shelter and transitional housing for homeless adults and families. Services also include advocacy, case management, referrals, service coordination. Meal sites, and funding for the staff to implement these activities. -Domestic Violence Services: Advocacy shelter provides assistance and shelter to victims of domestic violence. Shelter staff provides crisis line, advocacy, and assistance to victims in obtaining safe shelter, food, clothing, medical attention, and basic needs. Program provides counseling, referrals, and legal assistance to victims of domestic violence. Provides community and prevention education programs to individuals age 3 to 18. -Mental Illness Services: Provides support and case management for individuals with long term mental illness who are tenants in long term supportive housing units.

Project Name	CITY ADMINISTRATION/PLANNING
Needs Addressed	Housing Economic Development Infrastructure and Area Benefits Low-Mod Clientele and Public Services
Funding	CDBG: \$288,664 HOME: \$108,705
Description	COORDINATES, ADMINISTERS, AND MONITORS CDBG PROGRAM; PREPARES REPORTS AND PLANS REQUIRED BY HUD; PREPARES ENVIRONMENTAL AND HISTORIC PRESERVATION STUDIES.
Estimate the number and type of families that will benefit from the proposed activities	HUD does not require the reporting of beneficiary data for planning and administration activities. It should be noted, however, that the housing, economic development, and public service activities that are undertaken with CDBG and HOME funds serve, on average, between 3,000 and 4,000 individuals, households, and businesses per year. Without the planning and administration funds available to carry out required planning, environmental, monitoring and oversight activities, none of these activities would be able to receive CDBG and HOME funds and none of the beneficiaries would be able to be served.
Location Description	Planning and Administration activities will be undertaken by City Staff at Davenport City Hall.
Planned Activities	Funds will be used to coordinate, administer, and monitor the CDBG program; prepare reports and plans required by HUD, and to prepare Section 106 and environmental reviews and historic preservation studies.

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	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/22/2015 - 12:42 PM
City Clerk	Admin, Default	Approved	4/22/2015 - 12:42 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: Bruce Goacher dba Sweet Delite Ice Cream

Event: Car Show

Dates: May 30th

Time: 2:30 p.m. to 7:00 p.m.

Closure Location: Howell Street between 3rd & 4th Streets

Ward: 3

Entity: Progressive Baptist Church

Event: Alpha-Omega Day

Date: May 16, 2015

Time: 9:00 AM – 3:00 PM

Closure Location: East 12th Street between Bridge and Esplanade

Ward 5

Approved this 13th day of May, 2015.

Approved:

Attest:



William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: Public Safety
Department: REVENUE
Contact Info: SHERRY EASTMAN 563-326-7795
Wards: VARIOUS

Action / Date
PS5/6/2015

Subject:
Motion approving beer and liquor license applications.

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

Ward 2

Hy-Vee Market Cafe' (Hy-Vee Inc.) - 2200 West Kimberly Rd - License Type Upgrade: C
Liquor

Ward 5

East Village Coffee Cafe' (Meme Cat LLC) - 1104 Jersey Ridge Rd - Outdoor Area May 23 -
25, 2015 - License Type: B Wine

Riverside Liquor (Vardaan LLC) - 826 East River Dr - License Type: E Liquor

Ubriacos (Born Entertainment LLC) - 1029 Mound St - Outdoor Area - May 25 - 26, 2015 -
License Type: C Liquor

Ward 7

Kwik Star #291 (Kwik Trip Inc) - 1225 East Kimberly Rd - License Type: C Beer / B Wine

Ward 8

Clarion Hotel (Brady 5202 LLC) - 5202 Brady St - License Type: B Liquor

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

Ward 1

Frackies (Frackie's Pub Inc) - 2820 Rockingham Rd - License Type: C Liquor

Ward 2

Pilot Travel Center (Pilot Travel Centers LLC) - 8200 Northwest Blvd - License Type: C Beer

Ward 3

Duck City Delicatessen and Bistro (Moskowitz Llewellyn Restaurant Systems Inc) - 115 East
3rd St - Outdoor Area - License Type: C Liquor

Save-A-Lot (Conklin's Supermarkets Inc) - 1309 West 4th St - License Type: C Beer

Sippi's (Sippi's Inc) - 406 West 2nd St - Outdoor Area - License Type: C Liquor

Super Saver Liquor (Super Saver Liquor LLC) - 1610 Rockingham Rd - License Type: E
Liquor / C Beer / B Wine

Ward 5

Rudy's Tacos East (LaRosa SA Inc) - 2214 East 11th St - Outdoor Area - License Type: C
Liquor

Ward 6

QC Mart (Bethany Enterprises Inc) - 2845 East 53rd St - License Type: C Beer

Ward 7

Olive Garden Italian Restaurant No. 1144 (GMRI Inc) - 330 West Kimberly Rd - License Type:
C Liquor

Ward 8

Thunder Bay Grille (Thunder Bay Grille LLC) - 6511 Brady St - Outdoor Area - License Type: C
Liquor

Recommendation:
Consider the license applications.

Relationship to Goals:
Support local businesses.

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:04 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:04 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:03 PM

City of Davenport

Agenda Group: Public Safety
Department: City Clerk
Contact Info: Jackie Holecek 326-6163
Wards: 4

Action / Date
5/6/2015

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

Recommendation:
Consider the motion.

Relationship to Goals:
Support small business.

Background:
The following requests for noise variances have been received pursuant to Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

Circle Tap, 1345 W Locust Street, May 29th - 60th Birthday Party and June 5th - Circle Tap 10 year Anniversary, Over 50 dBA, 8:00 PM - Midnight both dates

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/20/2015 - 1:17 PM

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Mike Atchley; (563) 327-5149
Wards: 6

Action / Date
PW5/6/2015

Subject:

Resolution to approve purchase agreements for the acquisition of right of way and easements for the Forest Grove Rd project. The purchase price is \$561,988 and budgeted in CIP Project #01145.

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure and Public Facilities.

Background:

The Bi-State Regional Transportation Plan and the Comprehensive Plan of the City of Davenport include the upgrading of Veteran Memorial Parkway/Forest Grove Road from a two lane roadway to a four lane minor arterial/major collector from Brady Street/Highway 61 to the east corporate limit of the City. This project includes realigning Forest Grove Road as detailed in the Environmental Assessment approved by City Council on October 14th, 2009 and the Federal Highway Administration on July 7, 2010.

This is a joint project with the City of Bettendorf. The City of Davenport will be the lead agency for the project.

This portion of the project is for the acquisition of right of way and easements. Oakwood Appraisal Company was hired for the necessary appraisal work. The purchase price of the acquisitions is \$561,988 budgeted in CIP Project #01145. The City of Bettendorf will reimburse the City of Davenport \$33,050 for parcels located in the City of Bettendorf.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES_Forest Grove PG2
▣ Cover Memo	MCCALL- Purchase Agreementsigned COPY
▣ Cover Memo	CIRCLE K- Purchase Agreement signed COPY
▣ Cover Memo	Kuehl- Purchase Agreement signed COPY

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 11:03 AM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 11:03 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:02 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolution to approve purchase agreements for the acquisition of right of way and easements for the Forest Grove Rd project. The purchase price is \$561,988 and budgeted in CIP Project #01145.

Resolved by the City Council of the City of Davenport.

Whereas, the City of Davenport needs additional right-of-way and easements for the widening and paving of Forest Grove Drive.

Whereas, appraisals were completed.

Whereas the property owners have signed purchase agreements.

Now, therefore, be it resolved, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute the purchase agreements for the acquisition of right-of-way and easements necessary for the construction of the Forest Grove Paving Project.

Passed and approved this 13th day of May, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

PURCHASE AGREEMENT
For
Right-of-Way, Permanent Easements and Temporary Construction
Easement and Acceptance

PARCEL NO. 1-ROW, 1-PUE, 1-PDE and 1 -TCE

COUNTY: Scott

PROJECT NAME or NO. Forest Grove Paving Project

CITY: Davenport

SELLER: Virginia L. McCall

THIS AGREEMENT made and entered into this 27th day of April, 2015, by and between Seller and the City of Davenport, Iowa, a Municipal Corporation, hereinafter, Buyer.

1a. SELLER AGREES to sell the below described property for right-of-way Tract 1 - ROW and furnish to Buyer conveyance documents, on form(s) furnished by Buyer described as:

Parcel 1 – Right of Way

Part of the Northwest Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

PARCEL 1

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 492.97 feet to the Point of Beginning;

Thence westerly 251.65 feet along the arc of a curve to the left having a radius of 1,940.00 feet, a chord bearing of North 75 degrees 13 minutes 04 seconds West, and a chord distance of 251.47 feet; Thence North 78 degrees 56 minutes 02 seconds West, a distance of 124.43 feet to the north line of said parcel so conveyed; Thence North 87 degrees 00 minutes 15 seconds East along said north line, a distance of 358.65 feet to the east line of said parcel so conveyed; Thence South 03 degrees 48 minutes 34 seconds East along said east line, a distance of 107.03 feet to the Point of Beginning.

The above described parcel contains 17,493 square feet or 0.40 acres, more or less as shown by the attached Right of Way Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

PARCEL 2

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 33.04 feet to the north right of way line of Forest Grove Drive; Thence South 88 degrees 54 minutes 00 seconds West along said north right of way line, a distance of 87.58 feet to the Point of Beginning;

Thence South 88 degrees 54 minutes 00 seconds West along said north right of way line, a distance of 99.50 feet;

Thence easterly 147.05 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 50.00 feet, a chord bearing of North 88 degrees 54 minutes 00 seconds East, and a chord distance of 99.50 feet to the Point of Beginning.

The above described parcel contains 3,427 square feet or 0.08 acres, more or less as shown by the attached Right of Way Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1b. SELLER AGREES to sell permanent utility easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 1 –Permanent Utility Easements

Part of the Northwest Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

PARCEL 1

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a

parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 482.16 feet to the Point of Beginning;

Thence westerly 254.46 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 1,930.00 feet, a chord bearing of North 75 degrees 09 minutes 25 seconds West, and a chord distance of 254.27 feet;

Thence North 78 degrees 56 minutes 02 seconds West, a distance of 164.36 feet to the north line of said parcel so conveyed; Thence North 87 degrees 00 minutes 15 seconds East along said north line, a distance of 41.16 feet; Thence South 78 degrees 56 minutes 02 seconds East, a distance of 124.43 feet; Thence easterly 251.65 feet along the arc of a curve to the right having a radius of 1,940.00 feet, a chord bearing of South 75 degrees 13 minutes 04 seconds East, and a chord distance of 251.47 feet to the east line of said parcel so conveyed; Thence South 03 degrees 48 minutes 34 seconds East along said east line, a distance of 10.81 feet to the Point of Beginning.

The above described parcel contains 3,975 square feet or 0.09 acres, more or less as shown by the attached Permanent Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

PARCEL 2

Commencing at the southeast corner of the Northwest Quarter of said Section 4;

Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 482.16 feet to the Point of Beginning;

Thence westerly 254.46 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 1,930.00 feet, a chord bearing of North 75 degrees 09 minutes 25 seconds West, and a chord distance of 254.27 feet;

Thence North 78 degrees 56 minutes 02 seconds West, a distance of 164.36 feet to the north line of said parcel so conveyed; Thence South 87 degrees 00 minutes 15 seconds West along said north line, a distance of 263.44 feet to the Point of Beginning;

Thence South 10 degrees 54 minutes 12 seconds West, a distance of 19.89 feet;

Thence North 79 degrees 00 minutes 21 seconds West, a distance of 10.00 feet to the easterly right of way line of Utica Ridge Road; Thence North 10 degrees 54 minutes 12 seconds East along said easterly right of way line, a distance of 17.40 feet to the north line of said parcel so conveyed; Thence North 87 degrees 00 minutes 15 seconds East along said north line, a distance of 10.30 feet to the Point of Beginning.

The above described parcel contains 186 square feet or 0.00 acres, more or less as shown by the attached Permanent Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1c. SELLER AGREES to sell a permanent drainage easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 1 – 3-PDE Permanent Drainage Easement

PARCEL 3

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence continuing South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 88.89 feet; Thence North 01 degrees 06 minutes 00 seconds West, a distance of 6.80 feet to the Point of Beginning;

Thence continuing North 01 degrees 06 minutes 00 seconds West, a distance of 20.00 feet; Thence North 89 degrees 59 minutes 57 seconds East, a distance of 55.01 feet; Thence South 00 degrees 00 minutes 03 seconds East, a distance of 20.00 feet; Thence South 89 degrees 59 minutes 57 seconds West, a distance of 54.63 feet to the Point of Beginning.

The above described parcel contains 1,096 square feet or 0.03 acres, more or less as shown by the attached Permanent Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1e. SELLER AGREES to sell temporary construction easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, and Buyer agrees to buy the temporary construction easement for 2 years, described as:

TRACT 1 – TCE Temporary Construction Easement

.64 ac. +/-

As Shown on Attached Plat (page 8)

- 1f. The temporary construction easement (TCE) is for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the "Forest Grove Paving Project" over, across, through and under parcel Y0419-09C, in Davenport, Iowa. Said temporary construction easement shall terminate when the City approves and accepts said project or 24 months from the date construction (grading for the sidewalk) encroaches on the SELLER'S property whichever comes first.
- 1g. The grant of right-of-way and easements described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.
2. The right-of-way (ROW), permanent easements (PE) and temporary construction easement (TCE) are conveyed upon the following express understanding and conditions that the top soil that is remove is placed back in like condition, that some type of fencing will be put in

place along the outer edge of the TCE prior to the fields being planted, that the sloped areas will be seeded with native grasses and plants that will require little to no maintenance, that the property owner will not be required to mow the slope side from the recreational, that the city will be responsible for the mowing along the recreational trail, that the remaining parent parcel (8.4 acres) will continue to be assessed as agricultural, that since the septic field or drain line will be encroached upon or damaged it will be the choice of the Grantor to have the septic system replaced or be connected to the city sanitary system prior to construction, that the Grantor shall have full use of the existing septic system during construction and until they are connected to the city's sanitary system or a new septic system is in place, that on the completion of any and all construction work by the City of Davenport, the affected real estate shall be restored to substantially the same condition it was prior to such work. All denuded areas will be seeded by the City's contractor.

3. The Buyer may include, mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition the Buyer agrees to pay Three Hundred dollars (\$300.00) for the cost of adding title documents required by this transaction to the Seller's abstract of title and lawyer fees up to One Thousand dollars (\$1,000.00).
4. SELLER shall have five years from the date the council approves and accepts the "Forest Grove Paving Project," to renegotiate construction or maintenance damages not apparent at the time this document is signed.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data if necessary.
6. Buyer agrees to pay and SELLER AGREES to grant the right of possession to areas as previously described, on or before the Date Of Performance listed below in the Itemization of Acquisition.
7. Time for Acceptance. If this offer is not accepted by Seller on or before 4pm. May 4, 2015, it shall become void.

ITEMIZATION OF ACQISITION

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>39,582.00</u>	on conveyance of ROW <u>Right-of-Way</u>	<u>Within 60-days from when buyer receives this document</u>
\$ <u>6,169.00</u>	on conveyance of PEs	<u>Within 60-days from when buyer receives this document</u>
\$ <u>5,655.00</u>	on conveyance of TCE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>51,406.00</u>	TOTAL LUMP SUM	

<u>Breakdown</u>		<u>Ac./Sq. Ft.</u>
Land by Fee Title	<u>.48</u>	Ac.
Underlying Fee Title	<u>NONE</u>	Ac.
Permanent Easements	<u>.12</u>	Ac.
Temporary Construction Easement	<u>.64</u>	Ac.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

City of Davenport, Buyer

 Bill Gluba, Mayor
 City of Davenport

Date: _____

STATE OF IOWA)
) ss:
 COUNTY OF SCOTT)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bill Gluba, to me personally known, who being by me duly sworn did say that that person is the Mayor, for the City of Davenport, and that said instrument was signed and sealed on behalf of the said City of Davenport, and said Bill Gluba, acknowledged the execution of said instrument to be the voluntary act and deed of City of Davenport, by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.

 Notary Public in and for
 State of Iowa

This offer and conditions are accepted by the Seller's signature on the line below as of the date indicated on the line below.

Owner of Parcel Y0419-09C

Virginia L. McCall Trust

Virginia L. McCall
Trustee

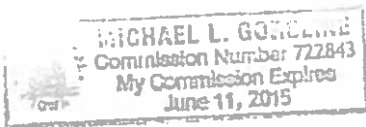
Trustee

VIRGINIA L. McCALL
Print Name

Print Name

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 27th day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Virginia L. McCall and _____, trustee(s) for the Virginia L. McCall Trust, to me known to be the person(s) named who executed the foregoing instrument, and the said trustee(s) acknowledged the execution of said instrument to be the voluntary act and deed of said Virginia L. McCall Trust by it voluntarily executed.



[Signature]
Notary Public in and for
State of Iowa

FOREST GROVE ROAD RIGHT OF WAY
PART OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH
PRINCIPAL MERIDIAN, CITY OF DAVENPORT,
COUNTY OF SCOTT, STATE OF IOWA

PARCEL 1
OWNER: VIRGINIA L. McCALL TRUST
DOC NO. WARRANTY DEED 2002-14560
T.C.E. AREA = 0.64 AC±

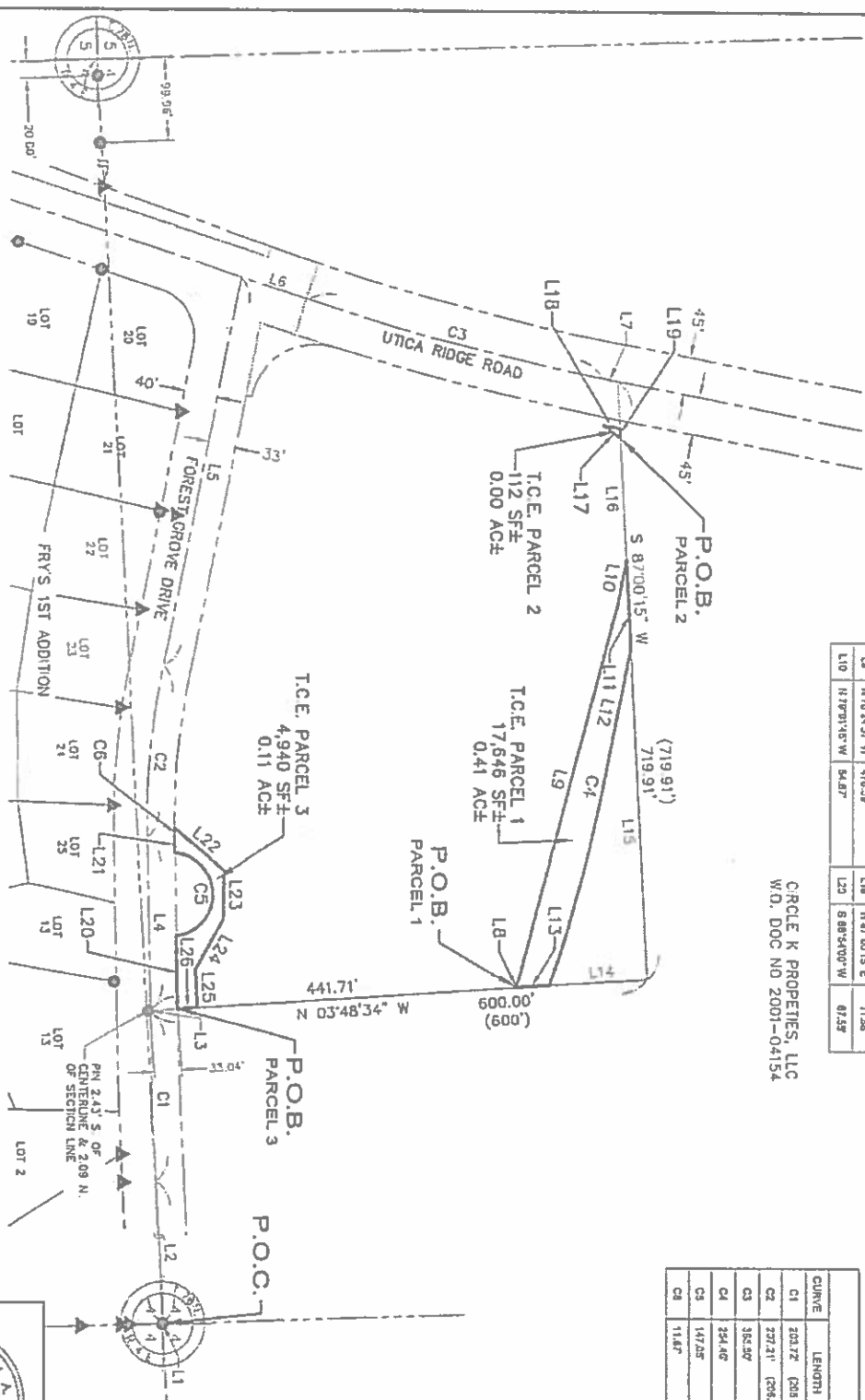
LINE TABLE		LINE TABLE		LINE TABLE	
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 01°13'20" W	0.86'	L11	N 87°00'15" W	104.83'
L2	S 88°03'46" E	022.29'	L12	S 72°56'02" E	104.36'
L3	S 88°03'46" E	0.26'	L13	S 01°40'34" E	40.45'
L4	N 88°55'02" E	203.17'	L14	S 01°45'34" E	64.52'
L5	S 75°41'50" E	478.11'	L15	N 87°00'10" E	20.88'
L6	S 18°12'48" W	86.15'	L16	S 87°00'18" W	144.84'
L7	S 10°31'12" W	17.48'	L17	S 31°18'28" W	28.35'
L8	N 87°29'46" W	197'	L18	N 10°51'27" E	18.87'
L9	N 78°21'37" W	416.33'	L19	N 87°00'15" E	11.88'
L10	N 78°01'45" W	54.87'	L20	S 88°54'00" W	87.59'

CIRCLE K PROPERTIES, LLC
W/O. DOC NO 2001-04154

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD BEARING
C1	320.72' (208.07')	8,725.00' (8,729.85')	S 87°04'07" W
C2	272.21' (206.81')	8,655.00' (8,648.03')	S 84°14'55" E
C3	316.50'	2,863.00'	N 44°33'29" E
C4	354.46'	1,930.00'	S 75°08'25" E
C5	147.25'	62.00'	S 89°14'00" W
C6	114.87'	822.00'	S 89°11'17" W

LEGEND

- RAILROAD SPIKE, FOUND
- REBAR, FOUND
- CHISELED "X" IN CONCRETE, FOUND
- CHISELED "X" IN CONCRETE, SET
- REBAR WITH CAP, FOUND
- 5/8" REBAR WITH CAP, SET
- 1/2" SQ. PIN, FOUND
- P.K. NAIL, FOUND
- P.K. NAIL, SET
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND
- SECTION CORNER
- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- BOUNDARY OF R.O.W. TAKE
- PROPERTY / LOT LINE
- CENTERLINE
- UNDERLYING PROPERTY LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING R.O.W. LINE



0 200'
SCALE: 1" = 200'

BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83 - (1197 ADJUSTMENT)

REVISIONS		DATE
No.	DESCRIPTION	

FORREST GROVE ROAD
BETTENDORF, IOWA
TEMP. CONST. EASEMENT

Missman, Inc.
Professional Engineers & Land Surveyors
Rock Island, IL • Bettendorf, IA • Mount Pleasant, IA • Sycamore, IL
(319) 399-7444 • (319) 399-7444 • (319) 399-7444 • (319) 399-7444
www.missman.com



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.

David A. Bricker, PLS No. 13561
No. of sheets covered by this sheet: _____

Date: _____

Maximum Project No. C134007
File Name: P:\C134007
Drawing: 311
Field Book No. 10
Drawn By: DAB
Checked By: DAB
Date: 9/4/2014

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, the undersigned RICHARD H. KUEHL, of 1415 Talmage-Mayo Road, Harrodsburg, Kentucky, 40330; do constitute and appoint as my true and lawful Attorney-in-fact to act for me, individually and in my capacity as a member of CIRCLE K PROPERTIES, LLC, in my name, place and stead, my daughter, TRACEY K. KUEHL, 22781, 230th Avenue, Davenport, Iowa 52807, and I do hereby authorize her to:

Execute any contracts, easements, agreements, deeds, or other documents on my behalf, either individually or in my capacity as a member of Circle K Properties, LLC, for the sale of property located in Bettendorf, Iowa and Davenport, Iowa. I further authorize my Attorney-in-fact to sign any and all other documents or instruments in connection with the sale or transfer of property owned by Circle K Properties, LLC, in Davenport, Iowa and Bettendorf, Iowa.

Granting and giving unto my said Limited Power of Attorney, full authority and power to do and perform any and all other acts necessary or incident to the sale of the property in the name of Circle K Properties, LLC, in my capacity as a member of Circle K Properties, LLC, for the performance and execution of the powers herein expressly granted, with power to do and perform all acts authorized hereby as fully and to all intents and purposes as the Grantor in his individual capacity or as a Member of Circle K Properties, LLC, could do if personally present.

RHK

initials

IN TESTIMONY WHEREOF, I have hereunto set my hands to the Limited Power of
Attorney, this the 13th day of February, 2015.

Richard H. Kuehl
RICHARD H. KUEHL, individually and as
member of Circle K Properties, LLC

STATE OF KENTUCKY

COUNTY OF MERCER

This foregoing instrument was subscribed, sworn and acknowledged before me by
Richard H. Kuehl, this the 13th day of February, 2015.

Norma Durham
NOTARY PUBLIC, STATE AT LARGE, KY
MY COMM. EXPIRES: 11/9/2017
NOTARY ID #: 500355

PREPARED BY:

Douglas L. Greenburg
DOUGLAS L. GREENBURG, P.S.C.
ATTORNEY AT LAW
319 S. MAIN STREET
HARRODSBURG, KY 40330

PURCHASE AGREEMENT
For
Right-of-Way, Permanent Easements and Temporary Construction
Easement and Acceptance

PARCEL NO. 2-ROW, 2-PUE, 2-PU&DE, 2-PDE, 2-PAE and 2-TCE COUNTY: Scott

PROJECT NAME or NO. Forest Grove Paving Project CITY: Davenport

SELLER: Circle K Properties, LLC

THIS AGREEMENT made and entered into this 27th day of April, 2015, by and between Seller and the City of Davenport, Iowa, a Municipal Corporation, hereinafter, Buyer.

- 1a. SELLER AGREES to sell the below described property for right-of-way Tract 2 - ROW and furnish to Buyer conveyance documents, on form(s) furnished by Buyer described as:

Parcel 2 – Right of Way

Part of the North Half of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 492.97 feet to the Point of Beginning; Thence continuing North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 107.03 feet to the north line of said parcel so conveyed; Thence South 87 degrees 00 minutes 15 seconds West along said north line, a distance of 358.65 feet; Thence North 78 degrees 56 minutes 02 seconds West, a distance of 255.54 feet; Thence southwesterly 78.68 feet along the arc of a curve to the left having a radius of 50.00 feet, a chord bearing of South 55 degrees 59 minutes 05 seconds West, and a chord distance of 70.81 feet to the easterly right of way line of Utica Ridge Road; Thence North 10 degrees 54 minutes 12 seconds East along said easterly right of way line, a distance of 220.00 feet; Thence southeasterly 78.40 feet along the arc of a curve to the left, not

tangent to the last described course, having a radius of 50.00 feet, a chord bearing of South 34 degrees 00 minutes 55 seconds East, and a chord distance of 70.61 feet; Thence South 78 degrees 56 minutes 02 seconds East, a distance of 380.60 feet; Thence easterly 354.24 feet along the arc of a curve to the right having a radius of 2,060.00 feet, a chord bearing of South 74 degrees 00 minutes 27 seconds East, and a chord distance of 353.81 feet; Thence South 69 degrees 04 minutes 52 seconds East, a distance of 799.69 feet; Thence easterly 126.66 feet along the arc of a curve to the left having a radius of 1,940.00 feet, a chord bearing of South 70 degrees 57 minutes 05 seconds East, and a chord distance of 126.64 feet; Thence South 72 degrees 53 minutes 21 seconds East, a distance of 97.07 feet; Thence South 74 degrees 45 minutes 23 seconds East, a distance of 29.20 feet; Thence South 72 degrees 55 minutes 30 seconds East, a distance of 19.43 feet; Thence South 73 degrees 54 minutes 12 seconds East, a distance of 48.76 feet; Thence South 75 degrees 21 minutes 54 seconds East, a distance of 48.85 feet; Thence South 78 degrees 36 minutes 25 seconds East, a distance of 48.82 feet; Thence South 80 degrees 49 minutes 55 seconds East, a distance of 48.85 feet; Thence South 82 degrees 51 minutes 07 seconds East, a distance of 48.85 feet; Thence easterly 296.44 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 1,954.50 feet, a chord bearing of South 88 degrees 37 minutes 34 seconds East, and a chord distance of 296.15 feet; Thence North 87 degrees 01 minutes 44 seconds East, a distance of 1,111.79 feet to the west line of a parcel conveyed to Robert and Elaine Kuehl by Warranty Deed recorded as Document No. 2006-00032555 in said Recorder's Office; Thence South 02 degrees 14 minutes 58 seconds East along said west line, a distance of 36.97 feet to the north right of way line of Forest Grove Drive; Thence South 87 degrees 01 minutes 37 seconds West along said north right of way line, a distance of 1,622.94 feet; Thence North 78 degrees 52 minutes 26 seconds West, a distance of 51.85 feet; Thence North 77 degrees 26 minutes 14 seconds West, a distance of 51.45 feet; Thence North 76 degrees 00 minutes 04 seconds West, a distance of 51.46 feet; Thence North 74 degrees 29 minutes 36 seconds West, a distance of 56.65 feet; Thence westerly 129.34 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 2,060.00 feet, a chord bearing of North 70 degrees 52 minutes 47 seconds West, and a chord distance of 129.32 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 108.28 feet; Thence southwesterly 24.96 feet along the arc of a curve to the left having a radius of 15.00 feet, a chord bearing of South 63 degrees 14 minutes 51 seconds West, and a chord distance of 22.18 feet; Thence southerly 37.77 feet along the arc of a curve to the left having a radius of 125.00 feet, a chord bearing of South 06 degrees 55 minutes 14 seconds West, and a chord distance of 37.62 feet; Thence South 01 degrees 44 minutes 07 seconds East, a distance of 105.72 feet to the north right of way line of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said north right of way line, a distance of 50.01 feet; Thence North 01 degrees 44 minutes 07 seconds West, a distance of 106.77 feet; Thence northerly 59.75 feet along the arc of a curve to the right having a radius of 175.00 feet, a chord bearing of North 08 degrees 02 minutes 48 seconds East, and a chord distance of 59.46 feet; Thence northwesterly 22.75 feet along the arc of a curve to the left having a radius of 15.00 feet, a chord bearing of North 25 degrees 37 minutes 34 seconds West, and a chord distance of 20.63 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 611.21 feet; Thence westerly 81.96 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 2,918.57 feet, a chord bearing of North 70 degrees 17 minutes 29 seconds West, and a chord distance of 81.95 feet to the Point of Beginning.

The above described parcel contains 290,587 square feet or 6.67 acres, more or less as shown by the attached Right of Way Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

Parcel 05 – Right-of-Way (in Bettendorf)

Part of the West Half of the Northwest Quarter of Section 3, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 3; Thence North 87 degrees 07 minutes 43 seconds East along the south line of the Northwest Quarter of said Section 3, a distance of 300.04 feet to the east line of a parcel conveyed to Robert and Elaine Kuehl by Warranty Deed recorded as Document No. 2006-00032555 in the Scott County Recorder's Office; Thence North 02 degrees 53 minutes 29 seconds West along said east line, a distance of 33.00 feet to the north right of way line of Forest Grove Drive and the Point of Beginning;

Thence continuing North 02 degrees 53 minutes 29 seconds West along said east line, a distance of 26.94 feet; Thence North 87 degrees 07 minutes 31 seconds East, a distance of 1,026.22 feet to the east line of the West Half of the Northwest Quarter of said Section 3; Thence South 01 degrees 56 minutes 21 seconds East along said east line, a distance of 27.00 feet to the north right of way line of Forest Grove Drive; Thence South 87 degrees 07 minutes 43 seconds West along said north right of way line, a distance of 1,025.77 feet to the Point of Beginning.

The above described parcel contains 27,672 square feet or 0.64 acres, more or less as shown by the attached Right of Way Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1b. SELLER AGREES to sell permanent utility easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 2 – PUE-1 Permanent Utility Easement

Part of the North Half of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 145.38 feet to the Point of Beginning; Thence continuing South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 10.00 feet; Thence North 01 degrees 44 minutes 07 seconds West, a distance of 138.73 feet; Thence northerly 37.77 feet along the arc of a curve to the right having a radius of 125.00 feet, a chord bearing of North 06 degrees 55 minutes 14 seconds East, and a chord distance of 37.62 feet; Thence northeasterly 24.96 feet along the arc of a curve to the right having a radius of 15.00 feet, a chord bearing of North 63 degrees 14 minutes 51 seconds East, and a

chord distance of 22.18 feet; Thence South 69 degrees 04 minutes 52 seconds East, a distance of 108.28 feet; Thence easterly 129.34 feet along the arc of a curve to the left having a radius of 2,060.00 feet, a chord bearing of South 70 degrees 52 minutes 47 seconds East, and a chord distance of 129.32 feet; Thence South 74 degrees 29 minutes 36 seconds East, a distance of 56.65 feet; Thence South 76 degrees 00 minutes 04 seconds East, a distance of 51.46 feet; Thence South 77 degrees 26 minutes 14 seconds East, a distance of 51.45 feet; Thence South 78 degrees 52 minutes 26 seconds East, a distance of 51.43 feet; Thence South 80 degrees 17 minutes 33 seconds East, a distance of 51.40 feet; Thence South 81 degrees 44 minutes 22 seconds East, a distance of 51.38 feet; Thence South 83 degrees 08 minutes 52 seconds East, a distance of 51.36 feet; Thence South 81 degrees 49 minutes 17 seconds East, a distance of 15.76 feet to the south line of the Northeast Quarter of said Section 4; Thence South 87 degrees 01 minutes 37 seconds West along said south line, a distance of 56.46 feet; Thence North 83 degrees 08 minutes 52 seconds West, a distance of 11.60 feet; Thence North 81 degrees 44 minutes 22 seconds West, a distance of 51.62 feet; Thence North 80 degrees 17 minutes 33 seconds West, a distance of 51.65 feet; Thence North 78 degrees 52 minutes 26 seconds West, a distance of 51.67 feet; Thence North 77 degrees 26 minutes 14 seconds West, a distance of 51.70 feet; Thence North 76 degrees 00 minutes 04 seconds West, a distance of 51.72 feet; Thence North 74 degrees 29 minutes 36 seconds West, a distance of 56.94 feet; Thence westerly 130.13 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 2,070.00 feet, a chord bearing of North 70 degrees 52 minutes 55 seconds West, and a chord distance of 130.10 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 108.28 feet; Thence southwesterly 8.32 feet along the arc of a curve to the left having a radius of 5.00 feet, a chord bearing of South 63 degrees 14 minutes 51 seconds West, and a chord distance of 7.39 feet; Thence southerly 34.75 feet along the arc of a curve to the left having a radius of 115.00 feet, a chord bearing of South 06 degrees 55 minutes 14 seconds West, and a chord distance of 34.61 feet; Thence South 01 degrees 44 minutes 07 seconds East, a distance of 138.52 feet; to the Point of Beginning.

The above described parcel contains 7,844 square feet or 0.18 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

Tract 2 - PUE-3 Permanent Utility Easement

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 600.00 feet to the north line of said parcel so conveyed; Thence South 87 degrees 00 minutes 15 seconds West along said north line, a distance of 358.65 feet to the Point of Beginning:

Thence continuing South 87 degrees 00 minutes 15 seconds West along said north line, a distance of 41.16 feet; Thence North 78 degrees 56 minutes 02 seconds West, a distance of 215.62 feet; Thence southwesterly 62.95 feet along the arc of a curve to the left having a radius of 40.00 feet, a chord bearing of South 55 degrees 59 minutes 05 seconds West, and a chord distance of 56.65 feet; Thence South 10 degrees 54 minutes 12 seconds West, a distance of 23.90 feet to the north line of said parcel so conveyed to Virginia L. McCall Trust; Thence South 87 degrees 00 minutes 15 seconds West along said north line, a distance of 10.30 feet to the easterly right of way line of Utica Ridge Road; Thence North 10 degrees 54 minutes 12 seconds East along said easterly right of way line, a distance of 26.37 feet; Thence northeasterly 78.68 feet along the arc of a curve to the right having a radius of 50.00 feet, a chord bearing of North 55 degrees 59 minutes 05 seconds East, and a chord distance of 70.81 feet; Thence South 78 degrees 56 minutes 02 seconds East, a distance of 255.54 feet to the Point of Beginning.

The above described parcel contains 3,315 square feet or 0.08 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1c. SELLER AGREES to sell a permanent utility easement and drainage easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 2 – 2-PUE&PDE Permanent Utility Easement and Permanent Drainage Easement

Commencing at the southeast corner of the Northwest Quarter of said Section 4; Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; Thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; Thence westerly 203.72 feet along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; Thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; Thence North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 482.16 feet to the Point of Beginning; Thence continuing North 03 degrees 48 minutes 34 seconds West along said east line, a distance of 10.81 feet; Thence easterly 81.96 feet along the arc of a curve to the right, not tangent to the last described course, having a radius of 1,940.00 feet, a chord bearing of South 70 degrees 17 minutes 29 seconds East, and a chord distance of 81.95 feet; Thence South 69 degrees 04 minutes 52 seconds East, a distance of 611.21 feet; Thence southeasterly 18.46 feet along the arc of a curve to the right having a radius of 15.00 feet, a chord bearing of South 33 degrees 49 minutes 00 seconds East, and a chord distance of 17.32 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 475.54 feet; Thence South 14 degrees 53 minutes 24 seconds West, a distance of 82.09 feet; Thence North 75 degrees 06 minutes 36 seconds West, a distance of 30.00 feet; Thence North 14 degrees 53 minutes 24 seconds East, a distance of 85.26 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 119.65 feet; Thence westerly 77.43 feet along the arc of a curve to the left having

a radius of 1,930.00 feet, a chord bearing of North 70 degrees 13 minutes 50 seconds West, and a chord distance of 77.43 feet to the Point of Beginning.

The above described parcel contains 9,522 square feet or 0.22 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1d. SELLER AGREES to sell a permanent drainage easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 2 – 4-PDE Permanent Drainage Easement

Commencing at the southeast corner of the Northwest Quarter of said Section 4;

Thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 258.30 feet; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 645.09 feet to the Point of Beginning; Thence North 69 degrees 04 minutes 52 seconds West, a distance of 30.17 feet; Thence North 14 degrees 52 minutes 57 seconds East, a distance of 90.58 feet; Thence South 75 degrees 07 minutes 03 seconds East, a distance of 30.00 feet; Thence South 14 degrees 52 minutes 57 seconds West, a distance of 93.75 feet to the Point of Beginning.

The above described parcel contains 2,765 square feet or 0.06 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1e. SELLER AGREES to sell permanent access easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

TRACT 2 –PAE - Permanent Access Easement

Access Easement 1

Commencing at the at the southwest corner of the Northeast Quarter of said Section 4; Thence North 87 degrees 01 minutes 37 seconds East along the south line of the Northeast Quarter of said Section 4, a distance of 405.74 feet to the Point of Beginning; Thence North 07 degrees 34 minutes 12 seconds East, a distance of 10.00 feet; Thence South 83 degrees 08 minutes 52 seconds East, a distance of 39.75 feet; Thence South 81 degrees 49 minutes 17 seconds East, a distance of 15.76 feet to the south line of the Northeast Quarter of said Section 4; Thence South 87 degrees 01 minutes 37 seconds West along said south line, a distance of 56.46 feet to the Point of Beginning.

The above described parcel contains 285 square feet or 0.01 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

Access Easement 2

Commencing at the at the southwest corner of the Northeast Quarter of said Section 4; Thence North 87 degrees 01 minutes 37 seconds East along the south line of the Northeast Quarter of said Section 4, a distance of 172.01 feet to the Point of Beginning; Thence North 05 degrees 08 minutes 47 seconds East, a

distance of 2.85 feet; Thence northerly 18.48 feet along the arc of a curve to the right having a radius of 120.00 feet, a chord bearing of North 09 degrees 33 minutes 27 seconds East, and a chord distance of 18.46 feet; Thence North 13 degrees 58 minutes 07 seconds East, a distance of 42.65 feet; Thence South 76 degrees 00 minutes 04 seconds East, a distance of 7.64 feet; Thence South 77 degrees 26 minutes 14 seconds East, a distance of 32.37 feet; Thence South 13 degrees 58 minutes 07 seconds West, a distance of 43.44 feet; Thence southerly 9.45 feet along the arc of a curve to the left having a radius of 80.00 feet, a chord bearing of South 10 degrees 35 minutes 03 seconds West, and a chord distance of 9.45 feet to the south line of the Northeast Quarter of said Section 4; Thence South 87 degrees 01 minutes 37 seconds West along said south line, a distance of 40.46 feet to the Point of Beginning.

The above described parcel contains 2,334 square feet or 0.05 acres, more or less as shown by the attached Excess Right of Way and Easement Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1f. SELLER AGREES to sell temporary construction easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, and Buyer agrees to buy the temporary construction easement for 2 years, described as:

TRACT 2 – TCE Temporary Construction Easement

5.71 ac. +/-

As Shown on Attached Plat (page 12)

TRACT 5 – TCE Temporary Construction Easement
(in Bettendorf)

.33 ac. +/-

As Shown on Attached Plat (page 13)

- 1g. The temporary construction easement (TCE) is for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the "Forest Grove Paving Project" over, across, through and under parcel Y0419-09B, Y0421-11 and Y0423-12, in Davenport, Iowa. Said temporary construction easement shall terminate when the City approves and accepts said project or 24 months from the date construction (grading for the sidewalk) encroaches on the SELLER'S property whichever comes first.
- 1h. The grant of easements described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.
2. The right-of-way (ROW), permanent easements (PE) and temporary construction easement (TCE) are conveyed upon the following express understanding and conditions that the top soil that is remove is placed back in like condition, that 3 field entrances will be provided as close as possible to the locations identified by the tenant farmer, that some type of fencing will be put in place along the outer edge of the TCE prior to the fields being planted, that the city will purchase any remnant (near Utica Ridge Rd. valued as comm. and near Somerset Rd. as Res.) as directed by SELLER, that the sloped areas will be seeded with native grasses and plants that will require little to no maintenance, that the property owner will not be

required to mow the slopes sides from the recreational trail and sidewalk, that the city will be responsible for the mowing along the recreational trail, that on the completion of any and all construction work by the City of Bettendorf, the affected real estate shall be restored to substantially the same condition it was prior to such work. All denuded areas will be seeded by the City's contractor

3. The Buyer may include, mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition the Buyer agrees to pay Three Hundred dollars (\$300.00) for the cost of adding title documents required by this transaction to the Seller's abstract of title and lawyer fees up to One Thousand dollars (\$1,000.00).
4. SELLER shall have five years from the date the council approves and accepts the "Forest Grove Paving Project," to renegotiate construction or maintenance damages not apparent at the time this document is signed.
5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data if necessary.
6. Buyer agrees to pay and SELLER AGREES to grant the right of possession to areas as previously described, on or before the Date Of Performance listed below in the Itemization of Acquisition.
7. Time for Acceptance. If this offer is not accepted by Seller on or before 4pm, March 25, 2015, it shall become void.

ITEMIZATION OF ACQISITION

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>353,241.00</u>	on conveyance of ROW <u>Right-of-Way</u>	<u>Within 60-days from when buver receives this document</u>
\$ <u>30,155.00</u>	on conveyance of PEs	<u>Within 60-days from when buyer receives this document</u>
\$ <u>47,386.00</u>	on conveyance of TCE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>430,782.00</u>	SUBTOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq. Ft.</u>
Land by Fee Title	<u>6.67</u> Ac.
Underlying Fee Title	<u>NONE</u> Ac.
Permanent Easements	<u>.60</u> Ac.
Temporary Construction Easement	<u>5.71</u> Ac.

ITEMIZATION OF ACQISITION

From parcel 840317002 in the City of Bettendorf

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>24,777.00</u>	on conveyance of ROW <u>Right-of-Way</u>	<u>Within 60-days from when buver receives this document</u>
\$ <u>354.00</u>	on conveyance of PEs	<u>Within 60-days from when buver receives this document</u>
\$ <u>1,869.00</u>	on conveyance of TCE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>27,000.00</u>	SUBTOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq. Ft.</u>
Land by Fee Title <u>0.64</u>	Ac.
Underlying Fee Title <u>NONE</u>	Ac.
Permanent Easements <u>0.01</u>	Ac.
Temporary Construction Easement <u>0.33</u>	Ac.

\$ 457,782.00 TOTAL LUMP SUM

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

City of Davenport, Buyer

Bill Gluba, Mayor
City of Davenport

Date: _____

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bill Gluba, to me personally known, who being by me duly sworn did say that that person is the Mavor. for the City of Davenport, and that said instrument was signed and sealed on behalf of the said City of Davenport, and said Bill Glube, acknowledged the execution of said instrument to be the voluntary act and deed of City of Davenport, by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.

Notary Public in and for
State of Iowa

This offer and conditions are accepted by the Seller's signature on the line below as of the date indicated on the line below.

Circle K Properties, LLC

Elaine M. Kuehl, Trustee

Richard H. Knehl
by Tracy Knehl
Attorney in fact.

Robert A. Kuehl

Robert A. Kuehl ~~XXXXXX~~ Revocable
Trust, Robert A. Kuehl, Trustee
Member of Circle K Properties, LLC

Representative authorized to sign for Circle K
Properties, LLC

Richard H. Knehl by

Virginia L. McCall

Virginia L. McCall Trust, Virginia
L. McCall, Trustee, Member of
Circle K Properties, LLC

Tracy Knehl
Print Name

Attorney in fact
Title

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 27th day of April, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert A. Kuehl, Virginia L. McCall, to me personally known, who being by me duly sworn did say that that person is are members of said Circle K Properties, LLC, and that said instrument was signed and sealed on behalf of the said Circle K Properties, LLC, by authority of its managers and the said members acknowledged the execution of said instrument to be the voluntary act and deed of said Circle K Properties, LLC by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.

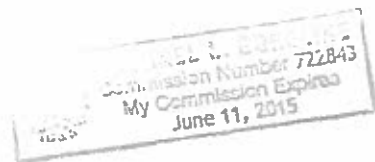
** Elaine M. Kuehl

M. Knehl

Notary Public in and for
State of Iowa

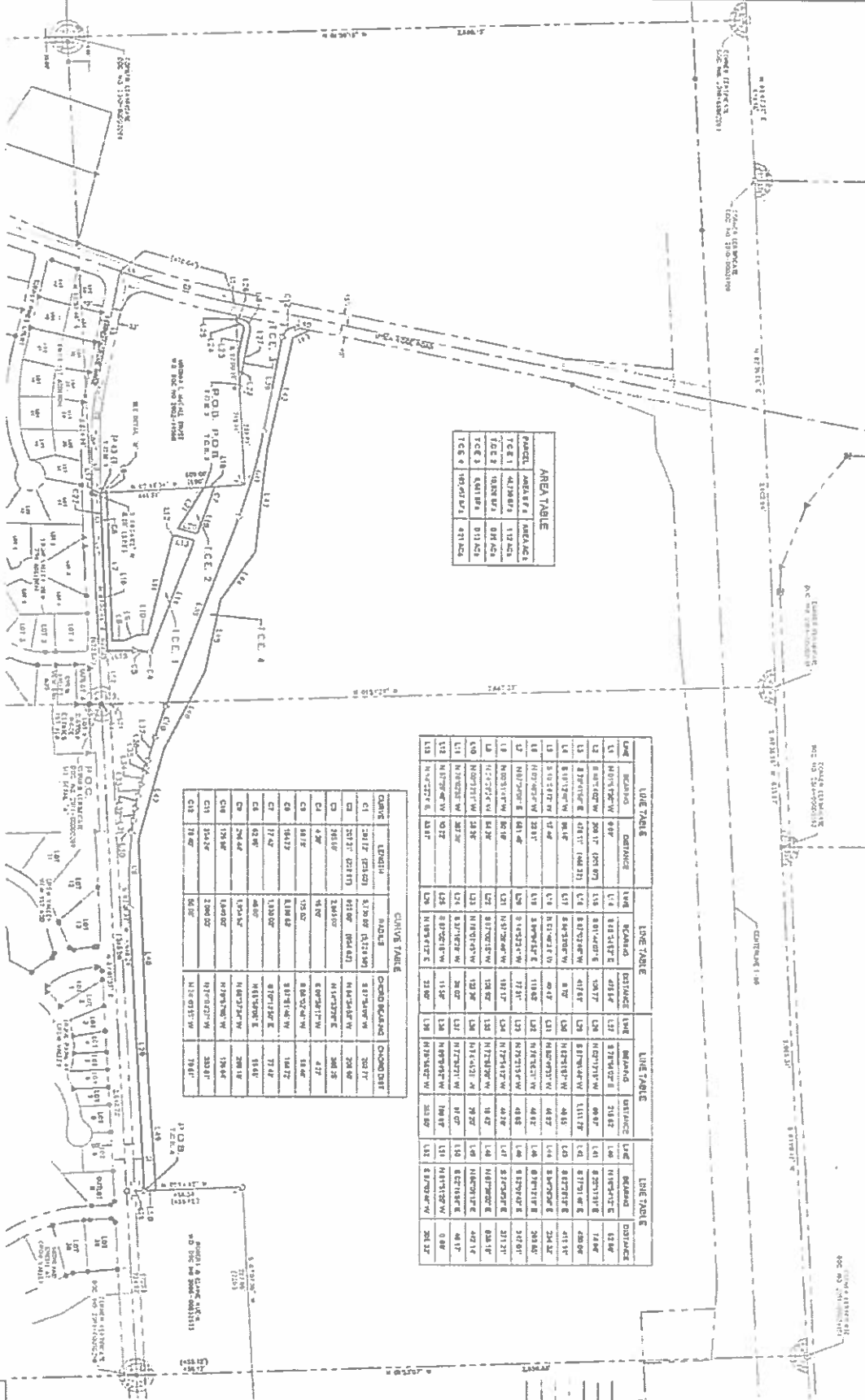
McCall and

Richard H. Kuehl
by Tracy Knehl
his attorney-in-fact



FOREST GROVE ROAD RIGHT OF WAY
PART OF SECTION 16, TOWNSHIP 36N, RANGE 7N
NORTH RANGE 7N, EAST OF THE SHIPBURN LAKESIDE
CITY OF DAVENPORT, COUNTY OF SCOTT, STATE OF IOWA

PARCEL 2
OWNER: CIRCLE PROPERTIES, LLC
DOC NO. WARRANTY DEED 2001.04154
T.C.E. AREA 3.571 AC ±



AREA TABLE

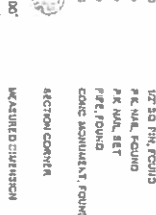
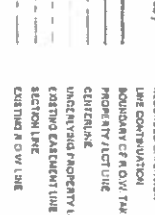
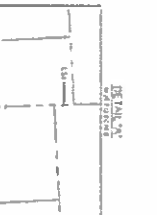
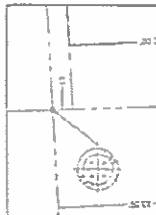
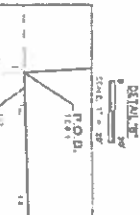
PARCEL	AREA 1	AREA 2
T.C.E. 1	41.9889	119.423
T.C.E. 2	108.872	108.424
T.C.E. 3	68.188	91.423
T.C.E. 4	49.0454	91.423

LINE TABLE

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 89° 10' 00\"	9.97	L16	S 89° 10' 00\"	9.97	L31	S 89° 10' 00\"	9.97
L2	S 89° 10' 00\"	9.97	L17	S 89° 10' 00\"	9.97	L32	S 89° 10' 00\"	9.97
L3	S 89° 10' 00\"	9.97	L18	S 89° 10' 00\"	9.97	L33	S 89° 10' 00\"	9.97
L4	S 89° 10' 00\"	9.97	L19	S 89° 10' 00\"	9.97	L34	S 89° 10' 00\"	9.97
L5	S 89° 10' 00\"	9.97	L20	S 89° 10' 00\"	9.97	L35	S 89° 10' 00\"	9.97
L6	S 89° 10' 00\"	9.97	L21	S 89° 10' 00\"	9.97	L36	S 89° 10' 00\"	9.97
L7	S 89° 10' 00\"	9.97	L22	S 89° 10' 00\"	9.97	L37	S 89° 10' 00\"	9.97
L8	S 89° 10' 00\"	9.97	L23	S 89° 10' 00\"	9.97	L38	S 89° 10' 00\"	9.97
L9	S 89° 10' 00\"	9.97	L24	S 89° 10' 00\"	9.97	L39	S 89° 10' 00\"	9.97
L10	S 89° 10' 00\"	9.97	L25	S 89° 10' 00\"	9.97	L40	S 89° 10' 00\"	9.97
L11	S 89° 10' 00\"	9.97	L26	S 89° 10' 00\"	9.97	L41	S 89° 10' 00\"	9.97
L12	S 89° 10' 00\"	9.97	L27	S 89° 10' 00\"	9.97	L42	S 89° 10' 00\"	9.97
L13	S 89° 10' 00\"	9.97	L28	S 89° 10' 00\"	9.97	L43	S 89° 10' 00\"	9.97
L14	S 89° 10' 00\"	9.97	L29	S 89° 10' 00\"	9.97	L44	S 89° 10' 00\"	9.97
L15	S 89° 10' 00\"	9.97	L30	S 89° 10' 00\"	9.97	L45	S 89° 10' 00\"	9.97

CURVE TABLE

CURVE	LENGTH	AREA	CURVE BEARING	CURVE DIST
C1	20.17	0.0000	S 89° 10' 00\"	20.17
C2	20.17	0.0000	S 89° 10' 00\"	20.17
C3	20.17	0.0000	S 89° 10' 00\"	20.17
C4	20.17	0.0000	S 89° 10' 00\"	20.17
C5	20.17	0.0000	S 89° 10' 00\"	20.17
C6	20.17	0.0000	S 89° 10' 00\"	20.17
C7	20.17	0.0000	S 89° 10' 00\"	20.17
C8	20.17	0.0000	S 89° 10' 00\"	20.17
C9	20.17	0.0000	S 89° 10' 00\"	20.17
C10	20.17	0.0000	S 89° 10' 00\"	20.17
C11	20.17	0.0000	S 89° 10' 00\"	20.17
C12	20.17	0.0000	S 89° 10' 00\"	20.17



FORREST GROVE DRIVE
DAVENPORT, IOWA

TEMPORARY CONSTRUCTION EASEMENT

Missman, Inc.
Professional Engineers & Land Surveyors

Rock Island, IL Bettendorf, IA Davenport, IA Sycamore, IL
(319) 794-7944 (319) 794-7944 (319) 794-7944 (319) 794-7944

REVISIONS

No.	DESCRIPTION	DATE

Plateman Project No. C134007
File Name: C:\Projects\134007\134007.dwg
Created By: DAB
Checked By: DAB
Date: 8/10/2014

FOREST GROVE DRIVE

PART OF THE WEST HALF OF THE NORTHWEST QUARTER
OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE
5TH PRINCIPAL MERIDIAN, CITY OF BETTENDORF,
COUNTY OF SCOTT, STATE OF IOWA

PARCEL 5
OWNER:
DOC NO.
T.C.E. AREA =

CIRCLE K PROPERTIES, L.L.C.
WARRANTY DEED 2001-04154
0.33 AC.±

LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 87°07'43" E	300.04'	L8	N 01°56'21" W	60.01'
L2	N 02°53'28" W	59.94'	L10	S 87°07'43" W	547.83'
L3	N 87°07'01" E	30.13'	L11	N 32°51'25" E	6.16'
L4	N 02°52'58" W	5.00'	L12	N 87°07'43" E	79.17'
L5	N 87°07'18" E	433.20'	L13	N 02°52'17" W	20.00'
L6	S 32°51'25" W	6.16'	L14	N 87°07'43" E	465.67'
L7	S 87°07'43" W	173.78'	L15	S 01°56'21" E	25.00'
L8	S 87°07'01" W	255.91'			

BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83 - (1997 ADJUSTMENT)



0 200'
SCALE: 1" = 200'

LEGEND

- RAILROAD SPIKE, FOUND
- REBAR, FOUND
- CHISELED "X" IN CONCRETE, FOUND
- CHISELED "X" IN CONCRETE, SET
- REBAR WITH CAP FOUND
- 5/8" REBAR WITH CAP SET
- 1/2" SQ. PIN, FOUND
- P.K. NAIL, FOUND
- P.K. NAIL, SET
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND

SECTION CORNER

100.00'
(100.00')

- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- BOUNDARY OF T.C.E.
- PROPERTY / LOT LINE
- CENTERLINE
- UNDERLYING PROPERTY LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING R.O.W. LINE

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.

Daryl A. Bickman, PLS No. 13581 Date
My license renewal date is December 31, 2015
No. of sheets covered by this scale: _____



FOREST GROVE DRIVE
BETTENDORF, IOWA

TEMPORARY CONSTRUCTION EASEMENT



REVISIONS		DATE
NO.	DESCRIPTION	
1	REVISED FOR PERMANENT EASEMENT	11/11/14

PURCHASE AGREEMENT
For
Right-of-Way, Permanent Easement and Temporary Construction
Easement and Acceptance

PARCEL NO. 3-ROW, PDE and 3 -TCE

COUNTY: Scott

PROJECT NAME or NO. Forest Grove Paving Project

CITY: Davenport

SELLER: Robert A. Kuehl Revocable Trust

THIS AGREEMENT made and entered into this 27th day of April, 2015, by and between Seller and the City of Davenport, Iowa, a Municipal Corporation, hereinafter, Buyer.

- 1a. SELLER AGREES to sell the below described property for right-of-way Tract 2 - ROW and furnish to Buyer conveyance documents, on form(s) furnished by Buyer described as:

Parcel 3 – Right of Way

Part of the Northeast Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 4; Thence North 01 degrees 53 minutes 07 seconds West along the east line of the Northeast Quarter of said Section 4, a distance of 33.01 feet to the north right of way line of Forrest Grove Drive and the Point of Beginning; Thence South 87 degrees 01 minutes 37 seconds West along said north right of way line, a distance of 724.39 feet to the west line of a parcel conveyed to Robert and Elaine Kuehl by Warranty Deed recorded as Document Number 2006-00032555; Thence North 02 degrees 14 minutes 58 seconds West along said west line, a distance of 36.97 feet; Thence North 87 degrees 01 minutes 44 seconds East, a distance of 201.60 feet; Thence easterly 246.23 feet along the arc of a curve to the right having a radius of 5,045.50 feet, a chord bearing of North 88 degrees 25 minutes 37 seconds East, and a chord distance of 246.21 feet; Thence North 89 degrees 49 minutes 30 seconds East, a distance of 266.59 feet; Thence easterly 10.27 feet along the arc of a curve to the left having a radius of 4,954.50 feet, a chord bearing of North 89 degrees 45 minutes 57 seconds East, and a chord distance of 10.27 feet to the east line of the Northeast Quarter of said Section 4; Thence South 01 degrees 53 minutes 07 seconds East along said east line, a distance of 17.44 feet to the Point of Beginning.

The above described parcel contains 22,749 square feet or 0.52 acres, more or less as shown by the attached Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

Parcel 04 – Right-of-Way in Bettendorf

Part of the Northwest Quarter of Section 3, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Bettendorf, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southwest corner of the Northwest Quarter of said Section 3; Thence North 01 degrees 53 minutes 07 seconds West along the west line of the Northwest Quarter of said Section 3, a distance of 33.01 feet to the north right of way line of Forrest Grove Drive and the Point of Beginning;

Thence continuing North 01 degrees 53 minutes 07 seconds West along said west line, a distance of 17.44 feet; Thence easterly 223.91 feet along the arc of a curve to the left, not tangent to the last described course, having a radius of 4,954.50 feet, a chord bearing of North 88 degrees 24 minutes 42 seconds East, and a chord distance of 223.89 feet; Thence North 87 degrees 07 minutes 01 seconds East, a distance of 75.32 feet to the east line of a parcel conveyed to Robert and Elaine Kuehl by Warranty Deed recorded as Document Number 2006-00032555; Thence South 02 degrees 53 minutes 29 seconds East along said east line, a distance of 12.44 feet to the north right of way line of Forrest Grove Drive; Thence South 87 degrees 07 minutes 44 seconds West along said north right of way line, a distance of 299.46 feet to the Point of Beginning.

The above described parcel contains 4,093 square feet or 0.09 acres, more or less as shown by the attached Right of Way Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1b. SELLER AGREES to sell permanent drainage easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, described as:

Part of the Northeast Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Commencing at the southeast corner of the Northeast Quarter of said Section 4; Thence North 01 degrees 53 minutes 07 seconds West along the east line of the Northeast Quarter of said Section 4, a distance of 50.45 feet; Thence westerly 10.27 feet along the arc of a curve to the right having a radius of 4,954.50 feet, a chord bearing of South 89 degrees 45 minutes 57 seconds West, and a chord distance of 10.27 feet; Thence South 89 degrees 49 minutes 30 seconds West, a distance of 266.59 feet; Thence westerly 142.13 feet along the arc of a curve to the left having a radius of 5,045.50 feet, a chord bearing of South 89 degrees 01 minutes 05 seconds West, and a chord distance of 142.13 feet to the Point of Beginning;

Thence westerly 31.04 feet along the arc of a curve to the left having a radius of 5,045.50 feet, a chord bearing of South 88 degrees 02 minutes 05 seconds West, and a chord distance of 31.04 feet; Thence North 16 degrees 51 minutes 21 seconds West, a distance of 61.52 feet; Thence North 73 degrees 08 minutes 39 seconds East, a distance of 30.00 feet; Thence South 16 degrees 51 minutes 21 seconds East, a distance of 69.50 feet to the Point of Beginning.

The above described parcel contains 1,965 square feet or 0.05 acres, more or less as shown by the attached Plat.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

- 1c. SELLER AGREES to sell temporary construction easements and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, and Buyer agrees to buy the temporary construction easement for 2 years, described as:

TRACT 1 – TCE Temporary Construction Easement

0.65 ac. +/-

As Shown on Attached Plat (page 7)

TRACT 1 – TCE Temporary Construction Easement

0.18 ac. +/-

As Shown on Attached Plat (page 8)

- 1d. The temporary construction easements (TCE) are for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the "Forest Grove Paving Project" over, across, through and under parcel Y0423-14 in Davenport, IA and 840317001 in Bettendorf, IA. Said temporary construction easement shall terminate when the City approves and accepts said project or 24 months from the date construction (grading for the sidewalk) encroaches on the SELLER'S property whichever comes first.
- 1e. The grant of right-of-way and easements described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.
2. The right-of-way (ROW), permanent easements (PE) and temporary construction easement (TCE) are conveyed upon the following express understanding and conditions that the top soil that is remove is placed back in like condition, that some type of fencing will be put in place along the outer edge of the TCE prior to the fields being planted, that the remaining parent parcel (9.429 acres) will continue to be assessed as agricultural that since the septic field or drain line will be encroached upon or damaged it will be the choice of the Grantor to have the septic system replaced or be connected to the city sanitary system prior to construction, that the Grantor shall have full use of the existing septic system during construction and until they are connected to the city's sanitary system or a new septic system is in place, that on the completion of any and all construction work by the City of Davenport, the affected real estate shall be restored to substantially the same condition it was prior to such work. All denuded areas will be seeded by the City's contractor.
3. The Buyer may include, mortgages, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition the Buyer agrees to pay Three Hundred dollars (\$300.00) for the cost of adding title documents required by this transaction to the Seller's abstract of title and lawyer fees up to One Thousand dollars (\$1,000.00).
4. SELLER shall have five years from the date the council approves and accepts the "Forest Grove Paving Project," to renegotiate construction or maintenance damages not apparent at the time this document is signed.

5. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data if necessary.
6. Buyer agrees to pay and SELLER AGREES to grant the right of possession to areas as previously described, on or before the Date Of Performance listed below in the Itemization of Acquisition.
7. Time for Acceptance. If this offer is not accepted by Seller on or before 4pm, May 4, 2015, it shall become void.

ITEMIZATION OF ACQUISITION

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>40,080.00</u>	on conveyance of ROW <u>Right-of-Way</u>	<u>Within 60-days from when buyer receives this document</u>
\$ <u>1,250.00</u>	on conveyance of PEs	<u>Within 60-days from when buyer receives this document</u>
\$ <u>5,420.00</u>	on conveyance of TCE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>46,750.00</u>	SUBTOTAL LUMP SUM	

<u>Breakdown</u>	<u>Ac./Sq. Ft.</u>
Land by Fee Title <u>0.52</u>	Ac.
Underlying Fee Title <u>NONE</u>	Ac.
Permanent Easements <u>0.05</u>	Ac.
Temporary Construction Easement <u>0.65</u>	Ac.

ITEMIZATION OF ACQUISITION From parcel 840317001 in the City of Bettendorf

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ <u>5,420.00</u>	on conveyance of ROW <u>Right-of-Way</u>	<u>Within 60-days from when buyer receives this document</u>
\$ <u>NONE</u>	on conveyance of PEs	<u>Within 60-days from when buyer receives this document</u>

\$ <u>630.00</u>	on conveyance of TCE	<u>Within 60-days from when buyer receives this document</u>
\$ <u>0.00</u>	payment for additional damages	<u>NA</u>
\$ <u>0.00</u>	on surrender of possession	<u>NA</u>
\$ <u>0.00</u>	on possession and conveyance	<u>NA</u>
\$ <u>6,050.00</u>	SUBTOTAL LUMP SUM	

<u>Breakdown</u>		<u>Ac./Sq. Ft.</u>
Land by Fee Title	<u>0.09</u>	Ac.
Underlying Fee Title	<u>NONE</u>	Ac.
Permanent Easements	<u>NONE</u>	Ac.
Temporary Construction Easement	<u>0.18</u>	Ac.

\$ 52,800.00 TOTAL LUMP SUM

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

City of Davenport, Buyer

_____	Date: _____
Bill Gluba, Mayor	
City of Davenport	

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bill Gluba, to me personally known, who being by me duly sworn did say that that person is the Mavor, for the City of Davenport, and that said instrument was signed and sealed on behalf of the said City of Davenport, and said Bill Gluba, acknowledged the execution of said instrument to be the voluntary act and deed of City of Davenport, by it voluntarily executed.

WITNESS my hand and notarial seal on the day and year last above written.

Notary Public in and for
State of Iowa

This offer and conditions are accepted by the Seller's signature on the line below as of the date indicated on the line below.

Owners of Parcel Y0423-14
and 840317001

Robert A. Kuehl Revocable Trust

Robert A. Kuehl
Trustee

Elaine M. Kuehl
Trustee

ROBERT A. KUEHL
Print Name

Elaine M. Kuehl
Print Name

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this 27th day of April, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert A. Kuehl and * and _____, trustee(s) for the Kuehl A. Revocable Trust, to me known to be the person(s) named who executed the foregoing instrument, and the said trustee(s) acknowledged the execution of said instrument to be the voluntary act and deed of said Kuehl A. Revocable Trust by it voluntarily executed.

*Elaine M. Kuehl,
Trustees

Elaine M. Kuehl
Notary Public in and for
State of Iowa



FOREST GROVE DRIVE
PART OF THE NORTHWEST QUARTER OF SECTION 4,
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH
PRINCIPAL MERIDIAN, CITY OF DAVENPORT,
COUNTY OF SCOTT, STATE OF IOWA

PARCEL 3

OWNER:
DOC NO.
T.C.E. AREA =
ROBERT A. KUEHL & ELAINE M. KUEHL
WARRANTY DEED 2006-00032555
0.65 AC.±

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	10.27'	4,954.50'	S 89°45'57" W	10.27'
C2	142.13'	5,045.50'	S 89°01'05" W	142.13'
C3	73.05'	5,045.50'	S 87°25'38" W	73.05'

BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83 - (1997 ADJUSTMENT)



0 200'
SCALE: 1" = 200'

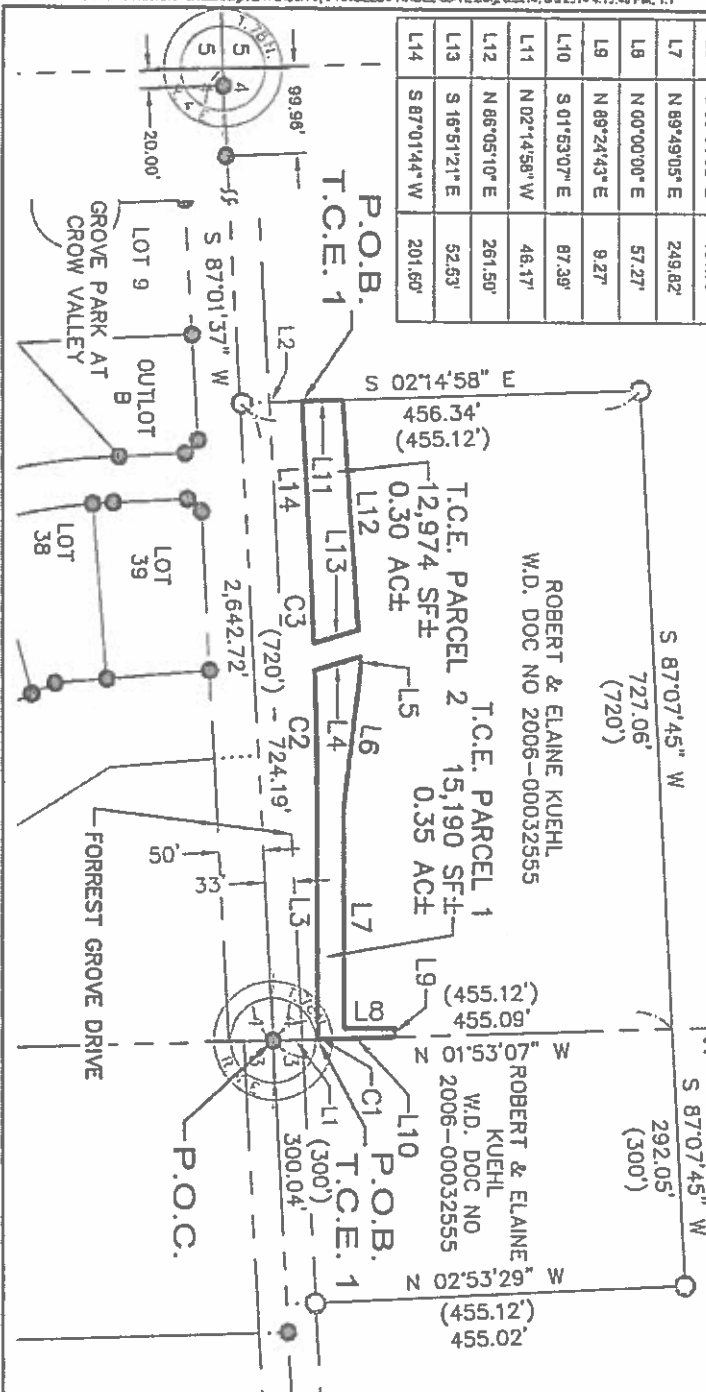
LEGEND

- RAILROAD SPIKE, FOUND
- REBAR, FOUND
- CHISELED "X" IN CONCRETE, FOUND
- CHISELED "X" IN CONCRETE, SET
- REBAR WITH CAP FOUND
- 5/8" REBAR WITH CAP SET
- 1/2" SQ. PIN, FOUND
- P.K. NAIL, FOUND
- P.K. NAIL, SET
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND

SECTION CORNER

- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- BOUNDARY OF T.C.E.
- PROPERTY/LOT LINE
- CENTERLINE
- UNDERLYING PROPERTY LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING R.O.W. LINE

LINE	BEARING	DISTANCE
L1	N 01°53'07" W	50.45'
L2	N 02°14'58" W	69.97'
L3	S 89°49'30" W	268.59'
L4	N 18°51'21" W	53.61'
L5	N 86°05'10" E	11.97'
L6	S 83°01'32" E	181.79'
L7	N 89°49'05" E	249.82'
L8	N 00°00'00" E	57.27'
L9	N 89°24'43" E	9.27'
L10	S 01°53'07" E	87.39'
L11	N 02°14'58" W	48.17'
L12	N 86°05'10" E	261.50'
L13	S 16°51'21" E	52.63'
L14	S 87°01'44" W	201.60'



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.

Daryl A. Bricker, P.L.S. No. 13581 Date
My license renewal date is December 31, 2015
No. of sheets covered by this seal: _____

FORREST GROVE DRIVE
DAVENPORT, IOWA

TEMPORARY CONSTRUCTION EASEMENT



REVISIONS		DATE
No.	DESCRIPTION	

Minimum Project File
C:\13\2007
File Name: ForstGroveRd.dwg
Drawing No.: 13581-01
FID No.: 13581-01
Drawn By: DAB
Checked By: DAB
Date: 6/3/2014

FOREST GROVE ROAD DRIVE
PART OF THE NORTHWEST QUARTER OF SECTION 3,
TOWNSHIP 78 NORTH, RANGE 4 EAST OF THE 5TH
PRINCIPAL MERIDIAN, CITY OF BETTENDORF,
COUNTY OF SCOTT, STATE OF IOWA

PARCEL 4

OWNER:
DOC NO.
T.C.E. AREA =

ROBERT A. KUEHL & ELAINE M. KUEHL
WARRANTY DEED 2006-00032555
0.18 AC.±



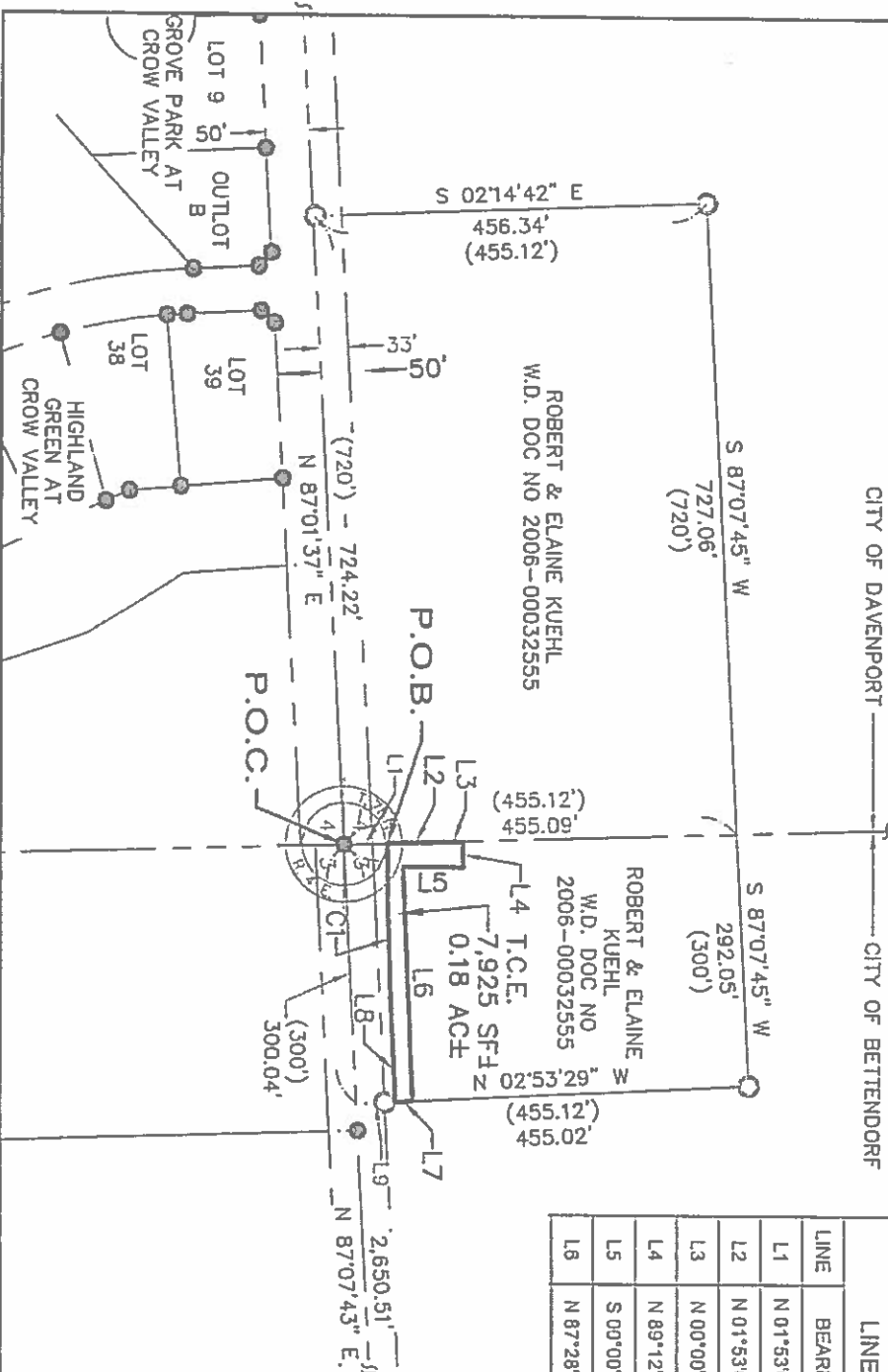
CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DIST.
C1	223.91'	4,954.50'	S 88°24'42" W	223.89'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°53'07" W	50.45'
L2	N 01°53'07" W	65.33'
L3	N 00°00'00" E	21.95'
L4	N 89°12'57" E	29.94'
L5	S 00°00'00" E	69.67'
L6	N 87°28'19" E	270.49'

LEGEND

0 200'
SCALE: 1" = 200'

BASIS OF BEARINGS
IOWA STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, NAD 83 - (1997 ADJUSTMENT)



- RAILROAD SPIKE, FOUND
- REBAR, FOUND
- CHISELED "X" IN CONCRETE, FOUND
- CHISELED "X" IN CONCRETE, SET
- REBAR WITH CAP FOUND
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- P.K. NAIL, SET
- PIPE, FOUND
- CONCRETE MONUMENT, FOUND
- SECTION CORNER
- MEASURED DIMENSION
- RECORDED DIMENSION
- LINE CONTINUATION
- BOUNDARY OF T.C.E.
- PROPERTY / LOT LINE
- CENTERLINE
- UNDERLYING PROPERTY LINE
- EXISTING EASEMENT LINE
- SECTION LINE
- EXISTING R.O.W. LINE

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.

Daryl A. Brickner, PLS No. 13581 Date
No. of sheets covered by this seal: _____

Missman Project No. 0110007	Field Book No. 0110007
Drawn By: DAB	Checked By: DAB
Date: 7/10/2014	

FORREST GROVE DRIVE
BETTENDORF, IOWA

MISSMAN, INC.
Professional Engineers & Land Surveyors

Rock Island, IL • Bettendorf, IA • Rockford, IL • Davenport, IA
319.785.7144 319.344.0282 815.955.6128 815.955.6128
www.missman.com

REVISIONS	
No.	DESCRIPTION

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Eric Gravert (563) 327-5125
Wards: All

Action / Date
PW5/6/2015

Subject:
Resolution approving the plans, specifications, form of contract and estimate of cost for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program, CIP Project #30014. *[All Wards]*

Recommendation:
Pass the Resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
This is the continuation of the program that was in operation last fiscal year to repair sanitary sewer laterals between City's sanitary sewer main and private residences by contract.

Program management will be completed by the Engineering Division Staff.

This project is being bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. The lowest bidder(s) will be offered annual contract(s) with the City with an option for a one year contract extension. Work will be assigned to the successful bidders on a rotating basis with a ten day project completion.

Contracts will be guaranteed in the amount of \$100,000 for each contractor. The maximum contract values \$600,000. Funds for the FY2016 Sanitary Sewer Lateral Repair Program are budgeted in CIP #30014 at \$1,250,000.

ATTACHMENTS:

Type	Description
 Cover Memo	PW_RES 2016 Sanitary Sewer Lateral Repair Program

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Rejected	4/30/2015 - 10:19 AM
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 11:05 AM
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 11:06 AM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 11:06 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:06 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council of the City of Davenport.

Resolution approving the plans, specifications, form of contract and estimate of cost for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program, CIP Project #30014.

Whereas, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Fiscal Year 2016 Sanitary Sewer Lateral Repair Program within the City of Davenport, Iowa; and

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, Iowa:

That said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said Fiscal Year 2016 Sanitary Sewer Lateral Repair Program.

Passed and approved this 13th day of May, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Brian Schadt; (563) 326-7923
Wards: All

Action / Date
PW5/6/2015

Subject:

Resolution approving the contract for the 14th & 15th Sanitary Sewer Cross Connections Design to Missman, Inc. in the amount Not-To-Exceed \$93,800, CIP Project #00165. *[All Wards]*

Recommendation:

Pass the resolution.

Relationship to Goals:

Davenport – *The Choice Community for Living*
Upgraded City Infrastructure & Public Facilities

Background:

The project includes constructing a cross-connection pipe between two district sewers located between West Central Park and the Duck Creek interceptor and Western Avenue and Marquette Street. The need for the cross connection was investigated during the 14th District West Central Basin study by RJN Group, Inc. This study looked at the changes in flows to this area as a result of the new West Side Diversion Tunnel. This portion of the project includes a Scope of work for Missman, Inc. to develop concept and construction plans for: relief sanitary sewer for the 14th District Sanitary Sewer to tie into the South Duck Creek Interceptor, gravity sanitary sewer to eliminate lift station at the alley North of 28-1/2 Street, pedestrian bridge or culvert crossing the tributary to Duck Creek, pedestrian/maintenance vehicle path link to the Duck Creek bike path. Missman, Inc. was selected as a result of their expertise and experience with this type of project. Missman, Inc. will provide engineering services to the City for the design of the 14th & 15th Sanitary Sewer Cross Connections Project #00165 as designated in the FY 2015 and 2016 CIP's. This resolution is the approval of the contract award and is within the budget.

The scope of work addresses the recommendations from the RJN Group, Inc. 14th District West Central Basin Study dated March 2015. The project total is Not-To-Exceed \$93,800.

ATTACHMENTS:

Type	Description
❏ Resolution Letter	PW-RES_PG2
❏ Backup Material	Cross Connection Contract

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 10:09 AM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 10:09 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:06 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the 14th & 15th Sanitary Sewer Cross Connections Design to Missman, Inc. in the amount Not-To-Exceed \$93,800, CIP Project #00165.

WHEREAS, the City of Davenport previously completed a study of the sanitary sewers in the West Central Sanitary Sewer 14th District;

WHEREAS, as a result of the Study recommendations were made to provide a cross connection sewer to provide additional capacity within the 14th District;

WHEREAS, a contract was successfully negotiated with Missman, Inc. for the design of the recommended improvements;

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

Passed and approved this 13th day of May, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT is effective this ____ day of ____ in the year 2015 between Missman, Inc., hereinafter for convenience referred to as MISSMAN and City of Davenport hereinafter for convenience referred to as the CLIENT.

The Services provided under this agreement shall be referred to as:
Davenport 14th District Relief Sanitary Sewer Project

The Scope of Services to be provided under this agreement is as follows:

Develop concept and construction plans for: relief sanitary sewer for the 14th District Sanitary Sewer to tie into the South Duck Creek Interceptor, gravity sanitary sewer to eliminate lift station at the alley North of 28-1/2 Street, pedestrian bridge or culvert crossing the tributary to Duck Creek, pedestrian / maintenance vehicle path link to the Duck Creek bike path.

Task 1 – Topographic Survey / Boundary - \$16,000.00

- Obtain topographic survey information of the proposed sanitary sewer route limits.
- Identify boundary for residential lots adjacent to sanitary sewer route.
- Prepare topographic survey and deliver to Client for review.

Task 2 – Geotechnical / Soil Borings - \$5,300.00

- 4 soil profile borings to 25 foot depth along sanitary sewer route.
- 1 soil boring to 50 foot depth or rock for south side of bridge.
- 1 soil boring to 25 foot depth for north side of bridge.
- Tree and brush clearing for rig access.

Task 3 – Wetland / 404 permit - \$6,500.00

- Determine or delineate wetland area.
- 404 permitting (assuming nationwide permit and no mitigation necessary).

Task 4 - Pre-Engineered Bridge or Culvert Design - \$8,000.00

- Detail and Design two bridge abutments.
- Provide general bridge plan and elevation.
- Specifications.
- DNR Hydraulics Survey or Report is not included in this proposal and would be considered additional services.

Task 5 – Design Development - \$24,500.00

- Prepare preliminary routing for sanitary, pedestrian path and pedestrian bridge crossing.
- Develop preliminary designs for sanitary sewer flows and sizing.
- Present concepts and comments to the staff for review.
- Receive comments to develop final design development plans.
- Revise the plans for final design development based on the feedback and include cost opinion.
- Present final design development plan to the staff for buy-in and approval prior to proceeding to construction plans.



Task 6 - Design / Construction Plans - \$26,500.00

- Complete design of sanitary sewer, pedestrian path, and pedestrian bridge.
- Prepare temporary and permanent easement plats.
- Prepare a summary of quantities and final cost opinion.
- Submit a 95% set of plans, specifications and cost opinion for review.
- Receive final comments from Client.
- Submit a 100% plan, specification, final cost opinion for bid
- Attend meeting with staff to discuss final plans, permits and easements.

Task 7 – QC / QA - \$7,000.00

- Review project approach at Beginning of Design Development Phase.
- Complete review of Design Development Plans and deliverables.
- Complete Review of 100% Construction Plans, Specifications, Quantities and Final Cost Opinion.

The Scope of Services does not provide, but is not limited to, the following:

- Front end documents or assistance with the bidding process.
- Negotiations or delays resulting from the owner's failure to secure right of entry for Missman to complete the work.
- Expert testimony.
- Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
- Environmental reports or studies.
- Individual 404 permit
- Iowa DNR hydraulics study or survey
- Attendance at public, council, or neighborhood meetings.
- Redesign during construction due to City requested revisions
- Major changes in the scope of the project, including preparation of more than one bid package (phase).
- Meetings and public hearings beyond those specified above.
- Construction Observation
- Construction Staking
- Property negotiations

Items of work beyond the Scope of Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit "A" – Hourly Rates for Additional Services.

The Deliverables will generally consist of the following to the City of Davenport:

Hard Copy and/or pdfs of the following: Design Development Plans, Design Development Cost Opinion, Construction Plans and Specifications of 24" X 36" at 95, 100% (assume 2 copies per submittal), Final Cost Opinion, temporary and permanent easement plats.



The Schedule for these services is as follows:

Work will proceed as agreed upon herein, when the Client and Missman have executed this agreement.

The Fee for the above described services will be: *\$93,800.00 Not-to-Exceed* plus reimbursables for Task 1 through Phase 7. (See item 22 in the General Conditions)

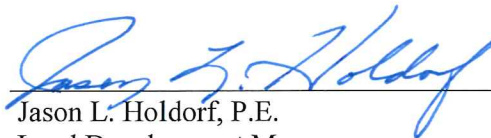
This Agreement, the attached General Terms and Conditions, Attachment Exhibit "A" (Hourly Rates for Additional Services) and all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until April 5th, 2014.

Thank you for considering Missman for your professional services.

MISSMAN, INC.

City of Davenport



Jason L. Holdorf, P.E.
Land Development Manager

Signature



GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this contract is made. The term "Missman" represents Missman, Inc., an Iowa Corporation, providing the professional services.
2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.
3. **CHANGED CONDITIONS:** This agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).
4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.
5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.
6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.
8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.
9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.
10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.
11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.
12. **STANDARD OF PRACTICE:** Services performed by Missman under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this agreement or in any report, opinion, document or otherwise.
13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.



14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.
15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.
16. **LIMITATION OF LIABILITY:** Any damage on account of professional errors, omissions or negligence will be limited to \$10,000.00 or the fee, whichever is less. In no event shall Missman be liable for incidental or consequential damages. This provision is separable from the remainder of this agreement to the extent consistent with law.
17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.
18. **RISK ALLOCATION:** Missman's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon Missman, other than for professional errors, omissions or negligence, will be limited to Missman's general liability insurance coverage of \$2,000,000.00.
19. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.
20. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman.
21. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.
22. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.
23. **TERMINATION:** This agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.



24. **PAYMENT:** Missman may bill for its services and expenses monthly, based on costs of services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date. The jurisdiction and venue for any and all claims for payment shall be the Circuit Court of Rock Island County, brought in Rock Island, Illinois.
25. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.
26. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
27. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.
28. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.
29. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
30. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.
31. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.



ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	\$180.00
Senior Project Manager	\$144.00
Project Manager	\$134.00
Project Engineer	\$118.00
Design Engineer	\$82.00
Land Survey Manager	\$142.00
Land Surveyor	\$122.00
Survey Party Chief	\$76.00
Survey Technician	\$51.00
Senior Engineering Technician	\$103.00
Engineering Technician	\$72.00
CAD Operator	\$57.00
Construction Services Manager	\$115.00
Construction Services Senior Technician	\$98.00
Construction Services Technician	\$77.00
Project Coordinator II	\$82.00
Project Coordinator I	\$62.00
Environmental Scientist	\$72.00
Clerical & Administration	\$52.00
Engineering Intern	\$31.00
Survey – Robotic	\$95.00
Survey – RTK	\$110.00

January 1, 2015
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging, per diem, and travel costs in excess of 50 miles from the office servicing the project will result in additional charges.

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 8

Action / Date
PW5/6/2015

Subject:

Resolution granting permission to Central Scott Telephone to install Buried Communications Cable within public right-of-way in the City of Davenport along Hillandale Road from Northwest Boulevard north 1,700 feet. *[Ward 8]*

Recommendation:

Pass the Resolution.

Relationship to Goals:

A growing local economy.

Background:

Central Scott Telephone has requested permission to install buried communication fiber optic line within City right-of-way along Hillandale Road from Northwest Boulevard north 1,700 feet. A map of the general location is attached.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the resolution. The Agreement Reference number is 2015-F5.

ATTACHMENTS:

Type	Description
 Resolution Letter	PW_RES_BURIED CABLE PG2
 Backup Material	Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 10:05 AM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 10:05 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:06 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Central Scott Telephone to install Buried Communications Cable within public right-of-way in the City of Davenport along Hillandale Road from Northwest Boulevard north 1,700 feet.

WHEREAS, Central Scott Telephone (The Owner) has submitted a request to construct buried communications cable within public right-of-way in the City of Davenport. Line 2015-F5 will be installed along Hillandale Road from Northwest Boulevard north 1,700 feet; and

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

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

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

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

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

Passed and approved this 13th day of May, 2015

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

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2015-_____

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

Central Scott Telephone

By: _____

Name: _____

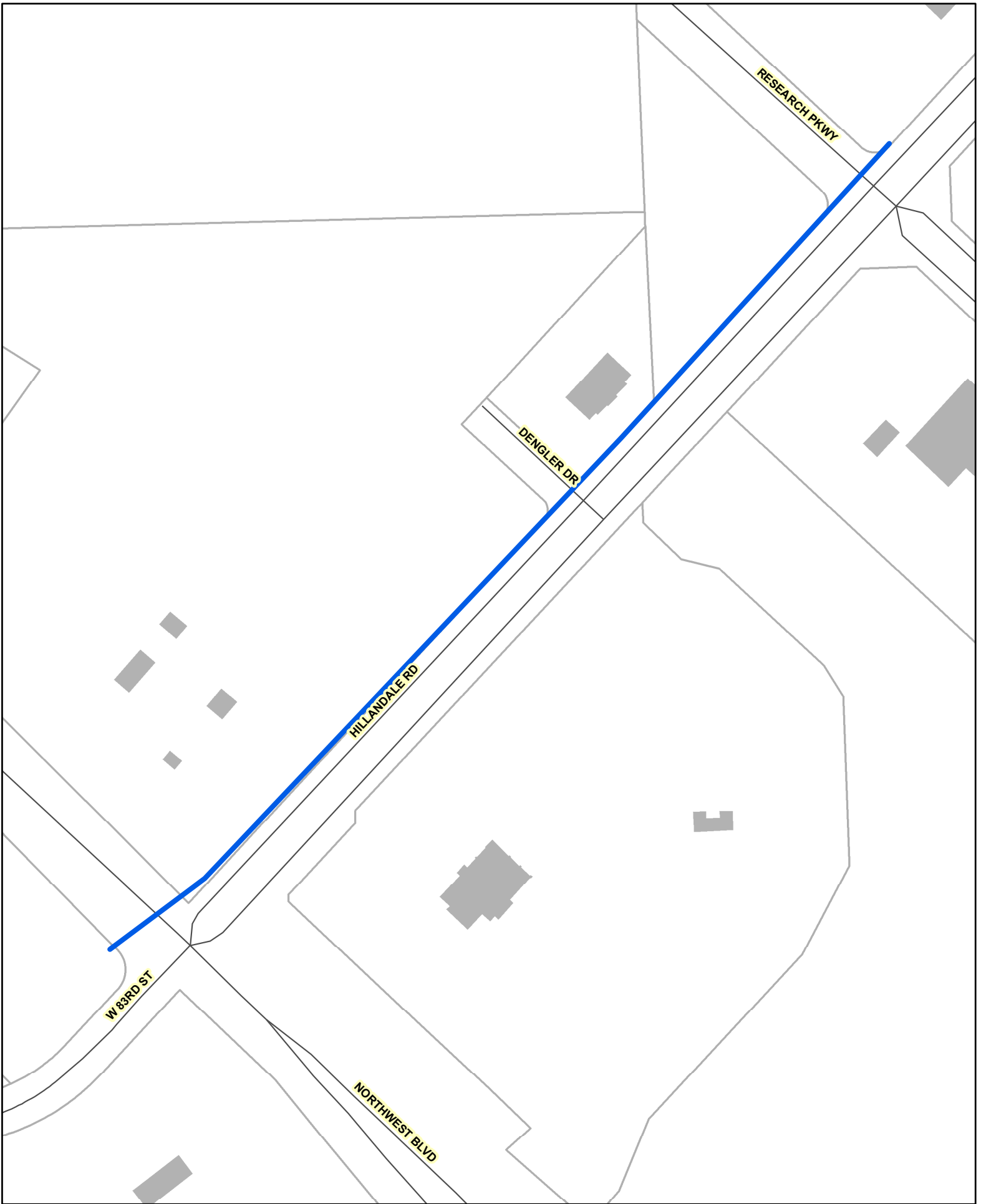
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

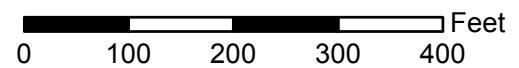
In witness whereof, I have hereunto set my hand and official seal.

Notary Public



Proposed Fiber Optic Route
2015 - F5

Map Date: 4/27/15



City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 7

Action / Date
PW5/6/2015

Subject:

Resolution granting permission to Iowa Network Services, Inc. to install Buried Communications Cable within public right-of-way in the City of Davenport along the west side of Brady Street from 46th Street north 695 feet to the 4700 Block of Brady Street. *[Ward 7]*

Recommendation:

Pass the resolution.

Relationship to Goals:

A growing local economy.

Background:

Iowa Network Services, Inc. has requested permission to install a buried fiber optic communication line within City right-of-way in order to connect a client in the 4700 Brady Street. The distance of this line is approximately 495 feet. A map of the route is attached. The Agreement Reference number is 2015-F6.

The City Legal Department, the Engineering Division of the Public Works Department and the IT Department has reviewed and approved the proposed route and terms of the resolution. The Agreement Reference number is 2015-F6.

ATTACHMENTS:

Type	Description
 Backup Material	Page 2 - Resolution
 Backup Material	PW_RES_GRANT BRADY Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Rejected	4/30/2015 - 10:14 AM
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 11:09 AM
Public Works - Engineering	Lechvar, Gina	Approved	4/30/2015 - 11:09 AM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 11:09 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:06 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolved by the City Council of the City of Davenport.

Resolution granting permission to Iowa Network Services, Inc. to install Buried Communications Cable within public right-of-way in the City of Davenport along the west side of Brady Street from 46th Street north 695 feet to the 4700 Block of Brady Street.

Whereas, Iowa Network Services, Inc. (the "Owner") has submitted a request to construct buried communications cable in Davenport in accordance with the map hereto attached. Line 2015-F6 will run north from 46th Street along the west side of Brady Street to the 4700 Block of Brady Street. The total length is approximately 695 feet; and

Whereas, the contractor installing the communications cable has not been determined hence the Owner shall also be considered (the "Contractor") for the purposes of this agreement;

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

Now, therefore, be it resolved by the City Council of the City of Davenport, Iowa: that permission is hereby granted to The Contractor and The Owner to install buried communications cable in accordance with the attached plans subject to the following conditions which shall be accepted in writing by The Contractor and The Owner

1. That The Contractor shall hold the City harmless, defend and indemnify it from any and all liability for claims of any nature arising from the granting of this authorization of the activities or work performed by The Contractor as a consequence thereof, or as the result of the damage, interruption or any other matters relating to the cable and connection therewith or as a result thereof, except as otherwise limited by the provisions of paragraph 9, and that The Contractor hold harmless, defend and indemnify the City from any such claims. Further, that Contractor shall name the City and its employees as additional insureds on its liability insurance coverage in limits to be set from time to time by the City Council and initially set at \$1 million each year.
2. That the Owner shall pay all costs for the construction and maintenance of the cable.
3. That the Contractor shall coordinate all traffic control required for this project with the Traffic Engineering Division of the Public Works Department and shall be responsible for all costs related to traffic control.
4. That, at the direction of the City Council, The Owner shall, in a timely manner, remove and replace, relocate, or otherwise adjust said cable in order to provide for the maintenance, construction, or reconstruction of any City owned utility or public improvements within the City of Davenport, Iowa, or, for any other reasonable public cause determined at the discretion of the City Council of Davenport.

5. That all excavations for laying pipes, access boxes, cable or lines shall be made in such a manner as will not interfere with any gas, sewer, water or other pipes or infrastructure theretofore laid and so as to avoid, so far as possible, obstructing any street or alley or the drainage thereof, and said streets, avenues and alleys shall be promptly repaired and restored to a condition as good as the same were in prior to the laying of said pipes and any pavement or other surfacing removed shall be repaired and restored with the same kind of material as was used in the construction of the pavement or other surfacing so removed. Settling in any street, avenue or alley caused by such excavations shall be promptly repaired by Contractor and all repairs and replacements shall be to the satisfaction of the City officials; but before opening or making any excavation within any street or alley rights of way, The Contractor shall secure from said City a written permit to do so, except in case of emergency, which permit said City shall issue to The Contractor upon reasonable terms and conditions. The permit secured shall be the City Standard Permit, except the \$1.00 per foot disruption fee shall not apply to this agreement.
6. Pursuant to Iowa Code Chapter 480A Public Utilities in Public Right-of-Way, subsection 480A.3 Fees, The City shall only recover on an annual basis its true right-of-way management costs to be allocated equitably among all entities using City right-of-way. These costs once calculated shall be equally divided among all users and billed accordingly to Owner based on that year's expense.
7. The owner shall be responsible for a fee of \$0.10 per lineal foot of conduit to be paid to the City on an annual basis for as long as the conduit is in use.
8. That the Contractor working for the owner performing the work shall comply with all City Ordinances covering the work, including permits and bonding.
9. That The Owner shall contract with a "One Call" utility notification service for receiving notice on the location of the cable for the time the cable shall be in place and in service.
10. That The Contractor shall be responsible for obtaining necessary legal consent and permission from railroad companies, the Iowa Department of Transportation, private and public agencies and other persons or organizations that have a legal interest, and this Resolution is subject to such permission, consent and clearance being obtained from such entities.
11. Unless caused by gross negligence or willful, intentional or malicious conduct by city employees, The Contractor and The Owner release the City and its employees for and from any and all liability for any damage or interruption, or of any other nature directly or indirectly related to the existence of the cable and related facilities, which at any time occur in the future.
12. The City can request additional conduit and handholes to be simultaneously installed along any or all portions of the route included in this resolution. The Owner agrees to work with City in advance of project start to get confirmation and agreement of City's desire to collocate along any of The Owner routes. The City will provide written notification to The

owner which routes it desires to place its own facilities no later than 10 days of said meeting. These facilities shall be exclusively for City use. The Owner agrees that they will install these facilities for the City. The City will be responsible for providing any of its own materials. The City will reimburse the owner for the cost of any incremental labor costs associated with installation of city conduit and/or fiber.

13. The Owner will provide the City of Davenport as built drawings in an electronic format suitable to the City of the entire route.

Passed and approved this 13th day of May, 2015

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

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2015-_____

Iowa Network Services, Inc.

By: _____

Name:

Title:

STATE OF _____)

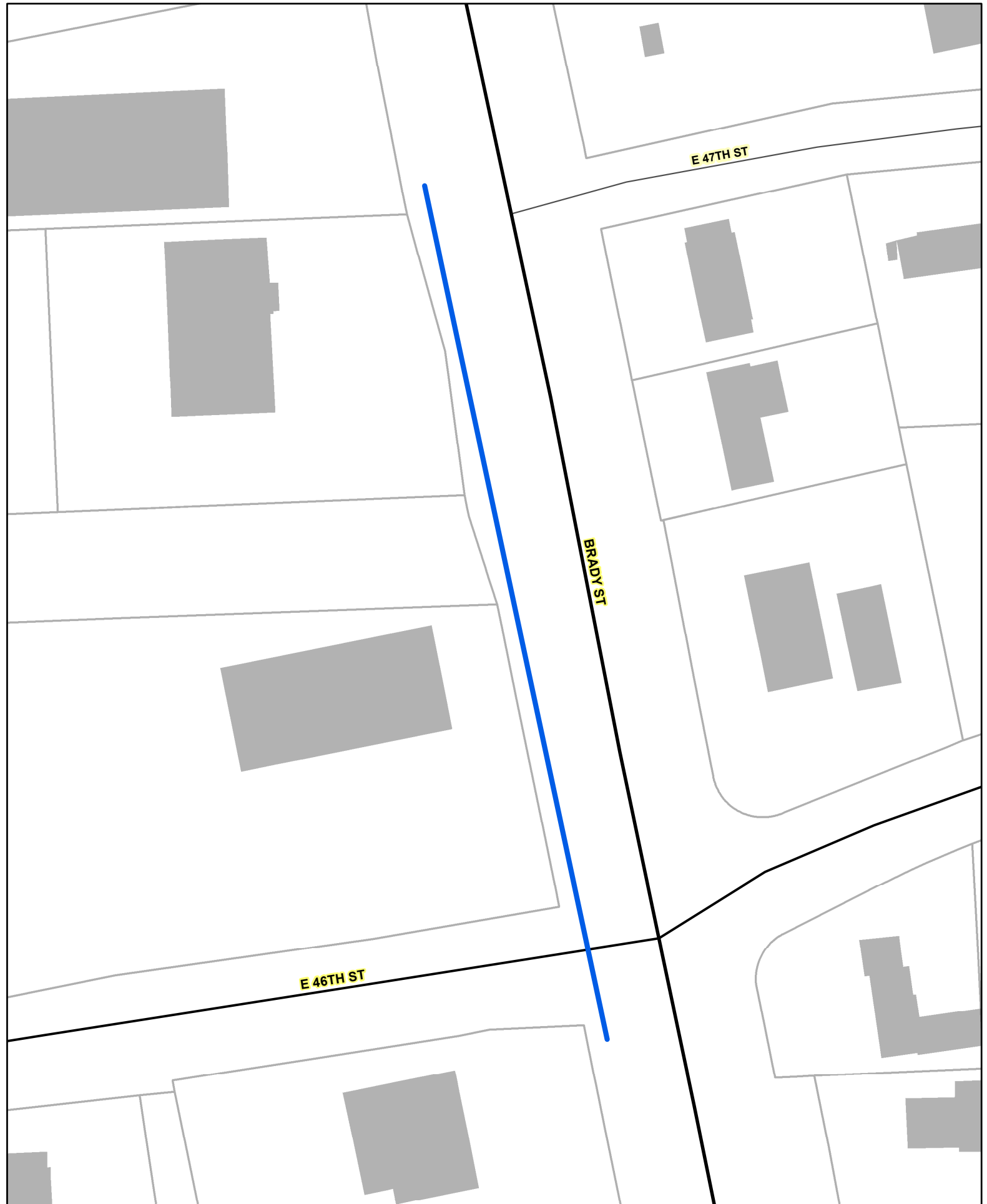
) SS:

COUNTY OF _____)

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

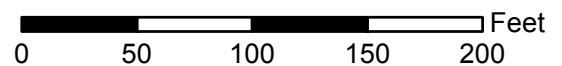
In witness whereof, I have hereunto set my hand and official seal.

Notary Public



Proposed Fiber Optic Route
2015 - F6

Map Date: 4/27/15



City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the structural steel, erection, and metal fabrication at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$996,000.
[Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on March 23, 2015 and was sent to 58 contractors. On April 27, 2015 the Purchasing Division received and opened four bids.

This contract is for the structural steel, erection, and metal fabrication for the new Central Fire Station.

Tricon General Construction was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:07 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:15 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:05 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – STRUCTURAL STEEL, ERECTION & METAL
FABRICATION

BID NUMBER: 15-107

OPENING DATE APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO TRICON GENERAL
CONSTRUCTION OF DUBUQUE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
TRICON GENERAL CONSTRUCTION	DUBUQUE, IA	\$996,000
ISE	DAVENPORT, IA	\$1,021,700
BEVANS STEEL COMPANY	DAVENPORT, IA	\$1,021,910
CEDAR VALLEY STEEL, INC.	CEDAR RAPIDS, IA	\$1,116,255

Prepared By CWinitale
Purchasing

Approved By Bm
Department Director - Acting

Approved By Brandi Coz
Budget/CIP

Approved By BM
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Micheal Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the wall panel systems at the Central Fire Station to Sterling Commercial Roofing of Sterling, IL in the amount of \$1,480,315. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 13, 2015 and was sent to four contractors. On April 27, 2015 the Purchasing Division received and opened four bids.

This contract is for the wall panel systems for the new Central Fire Station.

Sterling Commercial Roofing was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:08 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:16 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:05 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – WALL PANEL SYSTEM

BID NUMBER: 15-130

OPENING DATE APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO STERLING COMMERCIAL
ROOFING, INC OF STERLING, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
STERLING COMMERCIAL ROOFING, INC	STERLING, IL	\$1,480,315
CRAWFORD COMPANY	ROCK ISLAND, IL	\$1,619,000
SWANSON GENTLEMAN HART, INC	URBANDALE, IA	\$1,995,561
TRICON GENERAL CONSTRUCTION	DUBUQUE, IA	\$2,749,300

Prepared By CWinstake
Purchasing

Approved By [Signature]
Department Director - Acting

Approved By Brandi Coy
Budget/CIP

Approved By [Signature]
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the selective interior demolition at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$146,000. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 80 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the selective interior demolition for the new Central Fire Station.

Tricon General Construction was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	Bid Tab

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – SELECTIVE INTERIOR DEMOLITION

BID NUMBER: 15-118

OPENING DATE APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO TRICON GENERAL
CONSTRUCTION OF DUBUQUE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
TRICON GENERAL CONSTRUCTION	DUBUQUE, IA	\$146,000
LANGMAN CONSTRUCTION, INC	ROCK ISLAND, IL	\$224,990
SWANSON CONSTRUCTION CO	BETTENDORF, IA	\$196,496

Prepared By Cindy Whitaker
Purchasing

Approved By Bruce Hill
Department Director - Acting

Approved By Brauli Coy
Budget/CIP

Approved By Bob
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the masonry work at the Central Fire Station to Seedorff Masonry, Inc. of Strawberry Point, IA in the amount of \$568,341. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 101 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the masonry work for the new Central Fire Station.

Seedorff Masonry, Inc. was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:06 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:10 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – MASONRY

BID NUMBER: 15-119

OPENING DATE: APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO SEEDORFF MASONRY, INC OF STRAWBERRY POINT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
SEEDORFF MASONRY, INC	STRAWBERRY POINT, IA	\$568,341
B&B MASONRY AND RESTORATION	DAVENPORT, IA	\$609,600
OTTO BAUM COMPANY, INC	MORTON, IL	\$618,290

Prepared By Cindy Whitaker
Purchasing

Approved By Bruce St
Department Director - Arts

Approved By Brendi Coz
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the masonry restoration at the Central Fire Station to B & B Masonry and Restoration of Davenport, IA in the amount of \$310,161. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 14, 2015 and was sent to 81 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the masonry restoration work for the new Central Fire Station.

B&B Masonry and Restoration was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:06 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:12 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – MASONRY RESTORATION

BID NUMBER: 15-120

OPENING DATE APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO B&B MASONRY AND
RESTORATION OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
B&B MASONRY AND RESTORATION	DAVENPORT, IA	\$310,161
E & H RESTORATION	DAVENPORT, IA	\$390,923
OTTO BAUM COMPANY, INC	MORTON, IL	\$342,065

Prepared By C Whitake
Purchasing

Approved By Bu M
Department Director - Acting

Approved By Brandi Coz
Budget/CIP

Approved By BLW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the general trades construction at the Central Fire Station to Tricon General Construction of Dubuque, IA in the amount of \$1,562,000. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 255 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the general trades construction for the new Central Fire Station.

Tricon General Construction was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:17 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:17 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – GENERAL TRADES
BID NUMBER: 15-121
OPENING DATE APRIL 27, 2015
RECOMMENDATION: AWARD THE CONTRACT TO TRICON GENERAL
CONSTRUCTION OF DUBUQUE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
TRICON GENERAL CONSTRUCTION	DUBUQUE, IA	\$1,562,000
ESTES CONSTRUCTION	DAVENPORT, IA	\$1,649,000
SWANSON CONSTRUCTION	BETTENDORF, IA	\$1,596,012

Prepared By CWinstan
Purchasing

Approved By Bu
Department Director - Acting

Approved By Brandi Coz
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the gypsum and acoustical work at the Central Fire Station to River Valley Construction, Inc. of Bettendorf, IA in the amount of \$853,787. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on March 23, 2015 and was sent to 81 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the gypsum board and accoustical work for the new Central Fire Station.

River Valley Construction was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:06 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:10 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – GYPSUM BOARD & ACCOUSTICAL

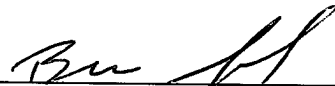
BID NUMBER: 15-115

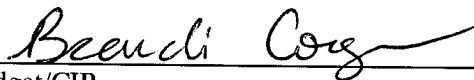
OPENING DATE APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO RIVER VALLEY
CONSTRUCTION, INC OF BETTENDORF, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
RIVER VALLEY CONSTRUCTION, INC	BETTENDORF, IA	\$853,787
PRIME CONSTRUCTION SERVICES	DAVENPORT, IA	\$956,358
ALLIED CONSTRUCTION SERVICES	BETTENDORF, IA	\$876,368

Prepared By 
Purchasing

Approved By 
Department Director - Acting

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for roofing at the Central Fire Station to Economy Roofing & Insulating Co., Inc. in the amount of \$284,470. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 90 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the roofing work to be done for the new Central Fire Station.

Economy Roofing & Insulating Co., Inc. was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:07 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:13 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:05 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

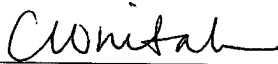
DESCRIPTION: CENTRAL FIRE – ROOFING

BID NUMBER: 15-122

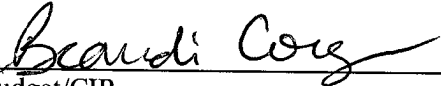
OPENING DATE APRIL 27, 2015

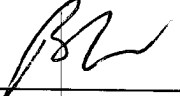
RECOMMENDATION: AWARD THE CONTRACT TO ECONOMY ROOFING &
INSULATION CO., INC OF BETTENDORF, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
ECONOMY ROOFING & INSULATION CO., INC	BETTENDORF, IA	\$284,470
JIM GIESE COMMERCIAL ROOFING CO., INC	DUBUQUE, IA	\$291,760
STERLING COMMERCIAL ROOFING, INC	STERLING, IL	\$350,100

Prepared By 
Purchasing

Approved By 
Department Director - Acting

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke - 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the glass and glazing work at the Central Fire Station to Rock Island Glass Co. of Rock Island, IL in the amount of \$364,575. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 10 contractors. On April 27, 2015 the Purchasing Division received and opened two bids.

This contract is for the glass and glazing for the new Central Fire Station.

Rock Island Glass Co. was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:06 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:10 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – GLASS AND GLAZING
BID NUMBER: 15-123
OPENING DATE: APRIL 27, 2015
RECOMMENDATION: AWARD THE CONTRACT TO ROCK ISLAND GLASS CO. OF
ROCK ISLAND GLASS CO. OF ROCK ISLAND, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
ROCK ISLAND GLASS CO.	ROCK ISLAND, IL	\$364,575
MID-AMERICAN GLAZING SYSTEMS, INC.	DAVENPORT, IA	\$515,287

Prepared By C Whitale
Purchasing

Approved By Bur M
Department Director - Acting

Approved By Braudi Coy
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Mike Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the flooring and tile work at the Central Fire Station to Swanson Professional Floor Covering, Inc. of Moline, IL in the amount of \$80,000. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 16 contractors. On April 27, 2015 the Purchasing Division received and opened one bid.

This contract is for the flooring and tile work with materials for the new Central Fire Station.

Swanson Professional Floor Covering, Inc. was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:05 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:05 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:03 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – FLOORING & TILE

BID NUMBER: 15-124

OPENING DATE: APRIL 27, 2015

RECOMMENDATION: AWARD THE CONTRACT TO SWANSON PROFESSIONAL
FLOOR COVERING, INC OF MOLINE, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
SWANSON PROFESSIONAL FLOOR COVERING, INC	MOLINE, IL	\$80,000

Prepared By C Whitah
Purchasing

Approved By Bu
Department Director - Acting

Approved By Brauli Coy
Budget/CIP

Approved By Bu
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Fire
Contact Info: Michael Clarke 326-7734
Wards: 3

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the painting work at the Central Fire Station to Builders Sales & Service Company of Moline, IL in the amount of \$229,840. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

An invitation for bids was issued on April 7, 2015 and was sent to 30 contractors. On April 27, 2015 the Purchasing Division received and opened three bids.

This contract is for the painting work to be completed for the new Central Fire Station.

Buildes Sales & Service Company was the lowest responsive and responsible bidder and is recommended for the contract. See attached bid tab.

Funding for this project will come from Central Fire Station CIP 02348. The funds are made available through the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 1:07 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 1:13 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:04 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CENTRAL FIRE – PAINT
BID NUMBER: 15-125
OPENING DATE: APRIL 27, 2015
RECOMMENDATION: AWARD THE CONTRACT TO BUILDERS SALES & SERVICE
COMPANY OF MOLINE, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
BUILDERS SALES & SERVICE CO	MOLINE, IL	\$229,840
ALLIED CONSTRUCTION SERVICES, INC	BETTENDORF, IA	\$536,828
W.F. SCOTT DECORATING, INC.	ROCK ISLAND, IL	\$279,500

Prepared By C. Whitale
Purchasing

Approved By B. [Signature]
Department Director Acting

Approved By Brandi Coen
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Engineering/Sewers
Contact Info: Sandy Doran 326-7756
Wards: All

Action / Date
PW5/6/2015

Subject:

Motion to approve the contract for the FY 2015-16 Sanitary Sewer CIPP Lining project to Visi-Sewer, Inc. of Pewaukee, WI in the amount of \$1,077,894.75. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial accountability.

Background:

A request for bids was issued on April 6, 2015 and was sent to 85 contractors. On April 29, 2015 the Purchasing Division received and opened four bids.

Visi-Sewer, Inc. was the lowest responsive and responsible bidder and is recommended for the contract. See bid tab attached.

The proposed improvements consist of cleaning, televising, and lining pipe segments in various locations throughout the City. There are approximately 24,128 L.F. of various sizes of sanitary sewer pipe to be lined with cured-in-place pipe liner. Other work included shall be cutting off protruding laterals, locating all active laterals through televising and other use of dye where televising is inconclusive, constructing auxiliary pumping points as necessary, and re-establishing all live laterals. The lines to be addressed are based on recommendations from the I & I Studies as well as from the Sewers Division and reported problems from the public.

A public hearing was held on March 4, 2015 and passed at a subsequent meeting.

Funding for this project is from the Sanitary Sewer Project CIP 10321 with an available balance of \$1,179,325. The source of funding is from the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
▣ Backup Material	Bid Tab

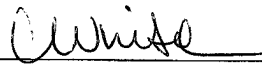
REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/30/2015 - 2:03 PM
Public Works Committee	Lechvar, Gina	Approved	4/30/2015 - 2:03 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:05 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: SANITARY SEWER LINING
BID NUMBER: 15-102
OPENING DATE: APRIL 29, 2015
RECOMMENDATION: AWARD THE CONTRACT TO VISI-SEWER, INC
OF PEWUKEE, WI

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
VISI-SEWER, INC	PEWAUKEE, WI	\$1,077,894.75
INSITUFORM TECHNOLOGIES USA, LLC	CHESTERFIELD, MO	\$1,228,999.00
SAK CONSTRUCTION, LLC	O'FALLON, MO	\$1,264,316.00
MUNICIPAL PIPE TOOL CO LLC	HUDSON, IA	\$1,307,050.00

Prepared By 
Purchasing

Approved By 
Department Director 

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

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

Action / Date
FIN5/6/2015

Subject:

Resolution fixing a meeting date for the hearing on the issuance of not-to-exceed \$53,500,000 General Obligation Corporate Bonds, Series 2016. [All Wards]

Recommendation:

Adopt the resolution and hold the public hearing on Wednesday, May 20, 2015 at 5:30 p.m.

Relationship to Goals:

Financially Responsible City Government

Background:

A public hearing on the issuance of bonds to finance the FY 2016 Capital Improvement Program (CIP) is required prior to the sale of bonds later this year. This will be the first of several legal proceedings required to issue the bonds. A resolution providing for the issuance of bonds and for the levy of property taxes in FY 2016 in order to make debt service payments on the proposed bonds will be prepared for the May 20, 2015 meeting cycle.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	RESOLUTION SETTING PH

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/30/2015 - 11:08 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 11:09 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:02 PM

RESOLUTION NO. _____

Resolution to fix meeting date for hearing on the issuance of not to exceed \$53,500,000 General Obligation Corporate Bonds, Series 2016

WHEREAS, the City of Davenport, in Scott County, Iowa (the “City”), in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, and in accordance with Chapter 384 of the Code of Iowa, hereby proposes to issue not to exceed \$53,500,000 General Obligation Corporate Bonds, Series 2015 (the “Bonds”), for the purpose of paying costs in connection with improvements to sanitary sewers, sewage treatment works, storm sewers, streets, streetscapes, bridges, airport, municipal housing facilities, fire department facilities, parks, riverfront, sidewalks, bike paths, recreation trails and other municipal buildings and facilities; acquisition of equipment for solid waste, mass transit, parks, library, vehicle maintenance and information technology and economic development projects; and

WHEREAS, it is necessary to fix a date for a hearing on the issuance of the Bonds, and to give proper notice thereof;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The City Council shall meet as the Committee-of-the-Whole on May 20, 2015, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o’clock p.m., at which time and place any resident or property owner of the City may present oral or written comments with respect to the issuance of the Bonds, and all comments will be considered by the City Council at its regular meeting to be held at 5:30 o’clock p.m., on May 27, 2015, at the Council Chambers, City Hall, at which time the City Council will take additional action for the issuance of the Bonds.

Section 2. The Deputy Clerk is hereby directed to give notice of the proposed action for the issuance of the Bonds, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 nor more than 20 days prior to the meeting, in the *Quad City Times*. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS FOR THE ISSUANCE OF NOT TO EXCEED \$53,500,000
GENERAL OBLIGATION CORPORATE BONDS

The City Council of the City of Davenport, Iowa, will meet as the Committee-of-the-Whole on May 20, 2015, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings for the issuance of not to exceed \$53,500,000 General Obligation Corporate Bonds, Series 2016, for the purpose of paying costs in connection with improvements to sanitary sewers, waste treatment facilities, storm sewers, streets, streetscapes, bridges, airport, municipal housing facilities, fire department facilities, parks, riverfront, sidewalks, bike paths, recreation trails and other municipal buildings and facilities; acquisition of equipment for solid waste, mass transit, parks, library, vehicle maintenance and information technology; and economic development projects.

At that time and place, oral or written comments from any resident or property owner of the City may be presented, and all comments will be considered by the City Council at its regular meeting to be held at 5:30 o'clock p.m., on May 27, 2015, at the Council Chambers, City Hall, at which time the City Council will take additional action for the issuance of the Bonds.

The Bonds, when issued, will constitute general obligations of the City, payable from taxes levied upon all taxable property in the City.

By order of the City Council of Davenport, Iowa.

Jackie E. Holecek
Deputy Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 13, 2015.

Mayor

Attest:

Deputy Clerk

City of Davenport

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

Action / Date
FIN5/6/2015

Subject:

Resolution relating to financing of certain proposed projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. [All Wards]

Recommendation:

Adopt the resolution.

Relationship to Goals:

Financially Responsible City Government

Background:

The City's FY 2016 Capital Improvement Program becomes effective July 1, 2015. Projects will be underway before the sale of bonds, using available balances from the capital improvement fund. In order to comply with IRS regulations, the Council must indicate the City's desire to reimburse itself from future bond proceeds should this be the case. The Series 2016 bond sale will be used to fund a variety of capital projects in the FY 2016 CIP. Below is a summary of major project amounts by category:

Street Improvements \$19,130,000

Elmore Extension	\$13,000,000
Harrison Street Resurfacing	\$1,200,000
VMP - Jersey Ridge Intersection	\$1,200,000
Kimberly & Division Intersection	\$830,000

Sewer Improvements \$17,332,000

Plant Optimization	\$3,500,000
1930's Riverfront Interceptor Cleaning	\$2,000,000
Old Duck Creek Interceptor Rehab	\$1,450,000
Sewer Lateral Repair Program	\$1,250,000
Contract Sanitary Sewer Repair Program	\$1,250,000
Ricker Hill Road Sanitary Sewer Const.	\$1,200,000
Additional I&I Removal	\$1,000,000

City Facility Improvements \$9,408,000

Central Fire Station Renovation	\$8,000,000
Adlertheatre Acquisition	\$1,250,000
DavenportNOW	\$1,000,000

ATTACHMENTS:

Type	Description
☐ Resolution Letter	RESOLUTION IRS COMPLIANCE
☐ Backup Material	CIP Projects by Program

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 11:56 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 12:00 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:02 PM

RESOLUTION NO. _____

Resolution relating to financing of certain proposed projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Davenport, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Series 2016 Bonds”) and reasonably expects to issue the Series 2016 Bonds for such projects in the maximum principal amounts shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Each Project</u>
-----------------	---

(ATTACH LIST OF PROJECTS AND AMOUNTS HERE)

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Series 2016 Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Series 2016 Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this resolution.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Series 2016 Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's chief financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Series 2016 Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Series 2016 Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Series 2016 Bonds from any restriction under the bond resolution or other relevant legal documents for the Series 2016 Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Series 2016 Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 13, 2015.

Mayor

Attest:

Deputy City Clerk

City of Davenport, Iowa
2016 Bond Issue
(\$ Thousands)
4/1/2015

Essential Corporate Purpose	Amount	
Acquisition of Real Property for Streets Operations	60	
Airport Improvements	250	
Bridge Improvements	500	
Engineering Costs	711	
Municipal Housing Projects	1,000	
Parks Improvements	840	
Sewer Improvements	17,332	
Solid Waste Equipment	250	
Street Improvements	19,130	
Streetscape Improvements	300	
Vehicle Maintenance Equipment	143	
		\$ 40,516
General Corporate Purpose		
Acquisition of Real Property for Recreational Activities	1,330	
City Facility Improvements	9,408	
City Information Technology Network Improvements	450	
Recreational Trails	429	
Library Equipment	575	
		\$ 12,192
Total Proposed 2016 Bond Issue - Projected		\$ 52,708
Estimated Cost of Issuance and Underwriting Discount		\$ 300
Total 2016 Bond Issue - Not-to-Exceed		<u><u>\$ 53,008</u></u>

2016 Bonding Detail

GO BONDS	AIRPORT	10102	FUEL FACILITY MODERNIZATION	\$	200,000
GO BONDS	AIRPORT	20001	ENGINEERING COST - AIRPORT	\$	30,000
GO BONDS	AIRPORT	20002	PAVEMENT MAINTENANCE PROGRAM	\$	20,000
GO BONDS	BRIDGES	01589	KIMBERLY ROAD BRIDGE AT DUCK CREEK REHAB	\$	200,000
GO BONDS	BRIDGES	21001	BRIDGE MAINTENANCE PROGRAM	\$	250,000
GO BONDS	BRIDGES	21002	ENGINEERING COST - BRIDGES	\$	50,000
GO BONDS	FACILITIES MAINTENANCE	10481	CAPITAL IMPROVEMENTS AT MWP	\$	375,000
GO BONDS	FACILITIES MAINTENANCE	23001	ELECTRICAL SURVEY CITY WIDE	\$	35,000
GO BONDS	FACILITIES MAINTENANCE	23002	ENERGY CONSERVATION STUDY	\$	50,000
GO BONDS	FIRE DEPARTMENT	02348	CENTRAL FIRE STATION	\$	8,000,000
GO BONDS	FIRE DEPARTMENT	02400	STATION SEVEN ADDITION AND RENOVATION	\$	75,000
GO BONDS	FIRE DEPARTMENT	63001	FIRE BOAT SECURED DOCK	\$	50,000
GO BONDS	FIRE DEPARTMENT	63002	STATION 3 BOILER/AC REPLACEMENT	\$	98,000
GO BONDS	LIBRARY SERVICES	66002	LIBRARY MAIN FILM & ICN ROOM UPDATES	\$	200,000
GO BONDS	PARKS & RECREATION	64002	JUNIOR THEATRE TUNNEL REPAIR	\$	25,000
BONDS ABATED BY ADLER THEATRE	RIVERCENTER/ADLER	69001	ALDER THEATRE ACQUISITION	\$	1,250,000
GO BONDS	PEDESTRIAN TRANSPORTATION	28008	GOOSE CREEK LAND ACQUISITION	\$	80,000
GO BONDS	ADMINISTRATION & SUPPORT	60002	PUBLIC WORKS WEST SIDE FACILITY	\$	60,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30004	ENGINEERING COST - SANITARY SEWER	\$	336,000
GO BONDS	PEDESTRIAN TRANSPORTATION	28007	ENGINEERING COST - PEDESTRIAN TRANS	\$	25,000
GO BONDS	STORMWATER	33002	ENGINEERING COST - STORMWATER	\$	100,000
GO BONDS	STREETS	35003	ENGINEERING COST - STREETS	\$	250,000
GO BONDS	CPED	61001	DAVENPORT NOW	\$	1,000,000
GO BONDS	PARKS & RECREATION	64003	PARK DEVELOPMENT PROGRAM	\$	200,000
GO BONDS	PARKS & RECREATION	64006	SKATE PARK MAINTENANCE	\$	100,000
GO BONDS	PARKS & RECREATION	64007	VANDER VEER FOUNTAIN REPAIRS	\$	40,000
GO BONDS	RIVERFRONT	68001	RIVERVISION CONSTRUCTION DOCUMENTS	\$	500,000
GO BONDS	STREETS	01793	KIMBERLY & DIVISION INTERSECTION IMPROVEMENT	\$	830,000
GO BONDS	STREETS	02427	I74/53RD STREET INTERCHANGE	\$	400,000
GO BONDS	STREETS	35004	FULL DEPTH PATCH PROGRAM	\$	250,000
GO BONDS	STREETS	35005	HARRISON STREET RESURFACING	\$	1,200,000
GO BONDS	STREETS	35009	STREETS RESURFACING PROGRAM	\$	250,000
BONDS ABATED BY TIF	STREETS	35000	CENTER TURN LANE - CROMWELL & 65TH ST.	\$	500,000
BONDS ABATED BY TIF	STREETS	35002	ELMORE EXTENSION	\$	13,000,000
BONDS ABATED BY TIF	STREETS	35006	VMP-JERSEY RIDGE INTERSECTION	\$	1,200,000
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28001	BIKE PATH - JERSEY FARMS/CROMWELL TO VMP	\$	155,000
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28002	BIKE PATH - VMP TO EASTERN AVE. LIBRARY	\$	165,000
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28003	BIKE PATH - WALSH POINTE TO VMP BIKE PATH	\$	25,000
GO BONDS	PEDESTRIAN TRANSPORTATION	28009	GOOSE CREEK TRAIL PHASE II CONSTRUCTION	\$	84,395
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28005	CROSSWALK & SIGN FOR EASTERN AVE.	\$	50,000
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28011	UTICA RIDGE SIDEWALK - VMP TO EAST 55TH ST.	\$	200,000
BONDS ABATED BY TIF	PEDESTRIAN TRANSPORTATION	28012	CROSSWALK & SIGN FOR JERSEY - CROMWELL	\$	50,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	00006	RICKER HILL RD SANITARY SEWER CONSTRUCTION	\$	1,200,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	00165	14TH & 15TH DISTRICT CROSS CONNECTIONS	\$	550,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	00200	OLD DUCK CREEK INTERCEPTOR SEWER REHAB	\$	1,450,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	00790	1930'S RIVERFRONT INTERCEPTOR CLEANING	\$	2,000,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	01905	BIRCHWOOD AREA PARALLEL SEWER	\$	900,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	10539	1970'S RIVERFRONT INTERCEPTOR CLEANING	\$	750,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30001	ADDITIONAL I&I REMOVAL	\$	1,000,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30002	CONTRACT SANITARY SEWER REPAIR PROGRAM	\$	1,250,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30003	DEVELOPMENT CAPACITY METERING	\$	200,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30005	HARRISON STREET SEWER REPAIRS	\$	400,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30006	IOWA STREET BASIN COLLECTION SYSTEM REHAB	\$	900,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30007	LIFT STATION REHAB - SANITARY PROGRAM	\$	150,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30008	MANHOLE REHABILITATION PROGRAM	\$	400,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30009	MANHOLE/INTAKE BOXOUT REPAIR - SANITARY	\$	120,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30010	PUBLIC RESTROOM SEWER CONNECTIONS	\$	175,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30011	SANITARY SEWER INVESTIGATIVE METERING	\$	65,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30012	SANITARY SEWER LINING PROGRAM	\$	322,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30013	SANITARY SEWER TELEVISIONING PROGRAM	\$	200,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30014	SEWER LATERAL REPAIR PROGRAM	\$	1,250,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30015	SEWER SCADA INTEGRATION	\$	150,000
BONDS ABATED BY WPCP REPLACEMENT FUND	WPCP	10564	PLANT OPTIMIZATION	\$	3,500,000
GO BONDS	STORMWATER	33001	CONTRACT STORM SEWER REPAIR PROGRAM	\$	250,000
GO BONDS	STORMWATER	33005	LIFT STATION REHAB - STORMWATER PROGRAM	\$	150,000
BONDS ABATED BY SOLID WASTE FUND	FLEET	10503	SOLID WASTE EQUIPMENT REPLACEMENT PROGRAM	\$	250,000
EQUIPMENT BONDS	FLEET	24002	PARALLELOGRAM LIFTS REPLACEMENT	\$	135,000
EQUIPMENT BONDS	FLEET	24003	SINGLE BRUSH BUS WASH UNIT	\$	8,000
EQUIPMENT BONDS	INFORMATION TECHNOLOGY	67001	CITY FIBER NETWORK PROGRAM	\$	100,000
EQUIPMENT BONDS	INFORMATION TECHNOLOGY	67002	IT CAPITAL IMPROVEMENT PROGRAM	\$	350,000
EQUIPMENT BONDS	LIBRARY SERVICES	66001	LIBRARY ELECTRONIC REPLACEMENT PROGRAM	\$	225,000
EQUIPMENT BONDS	LIBRARY SERVICES	66003	LIBRARY MATERIALS PROGRAM	\$	350,000

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Mallory Merritt - 326-7792
Wards: ALL

Action / Date
COW5/6/2015

Subject:

Motion setting a public hearing for the purpose of amending the FY 2015 Operating and Capital Improvement Budgets. [All Wards]

Recommendation:

Approve the motion setting the public hearing for Wednesday, May, 20, 2015 at 5:30 p.m.

Relationship to Goals:

Financially Responsible City Government

Background:

This motion sets the public hearing for the purpose of amending the FY 2015 Operating and Capital Improvement Budgets. The operating budget is amended to incorporate new programs, changes in revenue estimates, budget grant funding, and transfer funds between programs.

The capital budget is amended to close out completed projects, adjust grant funding levels, and move unspent bonded financing sources forward to the current year.

This motion sets the public hearing for Wednesday, May 20, 2015, at 5:30 p.m. The amendment items will be available for Council review with the following cycle's meeting agenda information.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/27/2015 - 12:28 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/27/2015 - 12:28 PM
City Clerk	Admin, Default	Approved	4/27/2015 - 12:35 PM

City of Davenport

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

Action / Date
FIN5/6/2015

Subject:

Motion directing the City Administrator to complete various parks projects with the \$200,000 allocated in the Parks Development project in the FY 2016 Capital Improvement Program. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Improve green and blue infrastructure.

Background:

The City Council approved \$200,000 in the FY 2016 Capital Improvement Program for park development. Similar as in previous years, the City Council held a work session on April 29, 2015 to discuss potential parks projects that would most benefit the community and the parks system.

Below are the projects that were discussed at the Council work session. This motion directs the City Administrator to complete these projects with the \$200,000 allocation during FY 2016.

FY 16 Park Development CIP

Proj. #	Project Name	Budget
64009	Fund Raising: Includes Veterans Memorial Park Phase II	\$50,000
64010	Pickleball Courts at Northwest Park	\$40,000
64011	Lindsay Park Basketball Court	\$25,000
64012	Geothermal at Nahant Marsh	\$9,000
64013	Fejervary Entrance Improvements	\$13,000
64014	River's Edge ADA Access to the Ice Rink Bleachers	\$20,000
64015	Goose Creek Park Playground Equipment	\$43,000
Total		\$200,000

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	5/1/2015 - 10:41 AM
Finance Committee	Wright, Brandon	Approved	5/1/2015 - 10:41 AM

City of Davenport

Agenda Group: Finance
Department: Information Technology
Contact Info: Rob Henry - 326-7791
Wards: All

Action / Date
FIN5/6/2015

Subject:

Motion approving a contract for RFI review and contract consulting services related to the Davenport broadband initiative project to Magellan Advisors, LLC of Denver, CO in the amount not to exceed \$57,200. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Building out and utilize fiber network.

Background:

The City of Davenport received 11 submissions to its request or qualifications for companies to partner to create a citywide broadband network. The deadline for receiving submittals for 5:00 p.m. on Thursday, April 16.

As part of the review process to select a vendor(s) to partner with on the initiative, City staff recommends hiring Magellan Advisors to review and enter into pre-negotiations with each of the reputable respondents to the RFI in order to arrive at comparable term sheets with each of the vendors. This process is designed to allow City Council and staff to compare and contrast each of the vendors' responses.

Once the City Council selects a partner(s), Magellan Advisors will also continue to advise and consult the City throughout the contract formation period. The City also anticipates other costs associated with arriving at a finalized contract with the vendor, including legal costs, totaling approximately \$100,000 for all services. Funding for this contract will come from general obligation bonds in CIP project #10099 with a current available balance of \$129,476.

ATTACHMENTS:

Type	Description
 Backup Material	Megellan Contract

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 10:48 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 10:57 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:00 PM



04/15/2015

Robert Henry
City of Davenport
226 West 4th Street
Davenport, IA 52801

Rob,

Congratulations on your recent RFI release to solicit information and identify opportunities with broadband providers in the area. As you move through this important process, Magellan Advisors is prepared to assist you in evaluating proposals, negotiating with broadband providers and moving toward definitive public-private partnerships with one or more broadband providers. We have a strong track record of assisting public organizations through this process and are excited at the opportunity to help you transform Davenport into a Gigabit Community.

We understand that the City's goals are to accelerate the deployment of next-generation broadband services for its citizens, businesses and community anchors. To do so, the City is interested in leveraging its existing conduit, fiber-optic and related infrastructure with providers to speed the process, reduce the cost and streamline deployment of fiber-based broadband. The objectives of Davenport's broadband initiative are to promote economic growth and competitiveness in the area, drive job creation, foster innovation, enhance healthcare delivery, improve education and support Davenport's overall community.

To successfully achieve these goals, the City will need to evaluate information and proposals from broadband providers to determine how each response meets the overall goals of the project and the needs of the community. As the City moves forward with the potential respondent(s), the City will need to navigate key public-private partnership issues to protect the public interest and ensure that the private partner meets the needs of the community. This includes evaluating the capabilities of private service providers from technical, operational, business organizational and financial perspectives to ensure that the potential partnership(s) developed between the City and provider(s) are well aligned.

Magellan Advisors has significant experience representing public organizations in broadband RFI, RFP and ITN ("Invitation to Negotiate") solicitations. For the City, we propose to provide our professional consulting services for the City to assist you through the next phase of evaluation and selection of the most responsive broadband provider from the RFI, which we refer to as phase 1 in the scope below. We have also provided a breakdown of the additional services Magellan could provide beyond the phase 1, which would entail representing the City's interests in negotiating with provider(s) and working toward a definitive agreement for the public-private partnership.



Phase 1

1. Assist the CITY in the evaluation of the RFI responses received from the 11 respondents, in the following subject areas:
 - a. Technical assessment of each response,
 - b. Operational assessment of each response,
 - c. Alignment with City's goals and objectives
 - d. Corporate qualifications of the respondents,
 - e. Financial qualifications of the respondents,
 - f. Business strategy alignment with City's project, and
 - g. Identifications of potential risks.
2. After an initial review, seek clarification from each respondent to clearly identify the components of their proposals;
3. Develop a "one page" summary of each response that identifies the key aspects of the proposals and a framework to compare them to one another;
4. Hold meetings and other correspondence with the City and respondents to discuss each respondent's proposal, seek clarification and gain more information;
5. Work with the City team to rank the proposals and select the most responsive ones; and,
6. Identify the most responsive proposal and support staff in making recommendations to City Council.
7. Based on the Phase 1 Scope of Work, we believe that this portion of the project will be complete within 5 weeks.

Phase 2

1. Working on behalf of the City with staff and City-appointed legal council to negotiate a memorandum of understanding with the selected broadband provider(s);
2. Assisting City staff through the due diligence process on key business, technical, financial and operational issues pertaining to the broadband provider(s) capabilities;



3. Assisting City staff determine the optimal plan with the broadband provider(s) for buildout of the broadband network; and
4. Assisting City staff and City-appointed legal council on development of the definitive agreement to memorialize the terms and conditions of the public-private partnership.
5. The Phase 2 Scope of Work may take significantly more time, depending on the actual negotiations and legal review between the City and provider(s). We estimate that the time needed to execute a definitive agreement between the parties will be up to five months beyond the initial Phase 1 project.

We are happy to extend our discounted hourly rate of \$130 per hour to the City for these services. We anticipate the following costs for the two phases:

Phase	Hours	Rate	Total
Phase 1 (Not-To-Exceed)	150	\$130	\$19,500
Phase 2 (Not-To-Exceed)	290	\$130	\$37,700

We propose to bill our services on a monthly basis and extend our standard terms and conditions to the City per our existing agreement for consulting services, executed on August 21, 2014. Travel and incidental expenses will be billed as incurred; however, we believe a large portion of the work can be completed remotely, minimizing travel costs. We will work with the City team to define any site visits based on the needs of the project determined cooperatively between members of the project team.

We have enjoyed working with the City over the past year and look forward to continuing our professional relationship as your trusted broadband consulting partner.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Honker", written over a light blue grid background.

John Honker
President & CEO
Magellan Advisors

City of Davenport

Agenda Group: Finance
Department: Information Technology
Contact Info: Rob Henry - 7791
Wards: All

Action / Date
FIN5/6/2015

Subject:

Motion approving a contract for legal services related to the Davenport broadband initiative project to Kirton McConkie PC of Salt Lake City, UT. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Building out and utilize fiber network.

Background:

The City of Davenport received 11 submissions to its request or qualifications for companies to partner to create a citywide broadband network. The deadline for receiving submittals for 5:00 p.m. on Thursday, April 16.

As part of the review process to select a vendor(s) to partner with on the initiative, City staff will be working with a consultant on reviewing and entering into pre-negotiations with each of the reputable respondents to the RFI in order to arrive at comparable term sheets with each of the vendors. This process is designed to allow City Council and staff to compare and contrast each of the vendors' responses.

Once the City Council selects a partner(s), legal services will be necessary to arrive at a finalized contract with the vendor(s). The City also anticipates other costs associated with arriving at a finalized contract with the vendor, including consulting costs, totaling approximately \$100,000 for all services. Funding for this contract will come from general obligation bonds in CIP project #10099 with a current available balance of \$129,476.

ATTACHMENTS:

Type	Description
 Backup Material	Kirton McConkie Contract

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/30/2015 - 10:31 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 10:33 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:00 PM

KIRTON | McCONKIE

Matthew M. Adams	Christian S. Collins	Kirk W. Grimshaw	Randy K. Johnson	Gregory S. Moesinger	M. Thomas Schofield	Steven L. Whitehead	<i>Of Counsel:</i>
Dax D. Anderson*	David R. Conklin*	R. Shawn Gunnarson	Richard G. Johnson, Jr.	Thomas L. Monson	Peter C. Schofield	Brinton M. Wilkins	Eugene H. Bramhall
Rod N. Andreason	Charles W. Dahlquist, II	Cameron M. Hancock	Michael D. Johnston	Jacob T. Muklewicz	David J. Shaw	Carly W. Williams	David A. Channer
Brent A. Andrews	Nikki M. Davis	David J. Hardy	Adam M. Kaas	Merrill F. Nelson	Tiffany Smith	Analise Q. Wilson	Robert W. McKinley
Richard J. Armstrong	Karen Taylor DelPriore	Benson L. Hathaway, Jr.	Von G. Keetch	Eric C. Olson	Justin W. Starr	R. Gary Winger	Stephanie Wilkins Pugsley
Randy T. Austin	Lance A. Dunkley	Read R. Hellewell	Bryant J. Keller*	R. Willis Orton	Jeffrey D. Steed	Evan R. Witt*	Paul K. Savage
Lorin C. Barker	Alexander Dushku	David A. Hildebrandt	Michael F. Krieger*	Joseph V. Osmond	Adam D. Stevens*	Matthew D. Wride	Jared S. Turner
Sara N. Becker	James E. Ellsworth	Christopher S. Hill	Darryl J. Lee	Alexander N. Pearson	Swen R. Swenson	Joel D. Wright	Arlen D. Woffinden
Jason W. Beutler	David S. Evans	Kenneth E. Horton*	Jarod R. Marrott*	Jackie Pilling	Patrick J. Thurston	Lee A. Wright	
Kenneth W. Birrell	Wallace O. Felsted	Loyal C. Hulme	Daniel S. McConkie	Robert S. Prince	David B. Tingey*	Elaine C. Young	
Christopher E. Bramhall	Bruce Findlay	Dale E. Hulse*	Oscar W. McConkie III	Matthew K. Richards	Brian D. Tucker*	Todd E. Zenger*	
Jed Brinton	Ryan B. Frazier	Lee Ford Hunter	Craig F. McCullough	Shawn T. Richards	Jon E. Waddoups		
Joseph R. Brubaker	Stephen W. Geary	Robert C. Hyde	Lynn C. McMurray	Lance D. Rich	Adam D. Wahlquist		
N. Kenneth Burraston*	Geoff N. Germane	Scott E. Isaacson	William A. Meaders, Jr.	Eric B. Robinson	David M. Wahlquist		
James T. Burton	Julie H. Gheem*	Larry S. Jenkins	Thomas A. Mecham	Dallas J. Rosevear	Robert D. Walker		
Tyler L. Buswell	David L. Glazier	Michael A. Jensen	Antonio A. Mejia	Joshua S. Rupp*	Thomas D. Walk		
Thomas K. Checketts	Chad A. Grange	Allison P. Johanson	Craig Metcalf*	Anthony W. Schofield	Robert R. Wallace		

*Registered Patent Attorney

Wilford W. Kirton (1922-2000)
Oscar W. McConkie, Jr. (Retired 2009)

April 27, 2015

Rob Henry
City of Davenport, IA
226 W 4th St
Davenport, IA 52801
rhenry@ci.davenport.ia.us

Re: Engagement

Dear Rob:

We appreciate the opportunity to provide legal advice to you as requested. Thank you for your patience as we have finalized the details that will allow us to fully represent the City of Davenport in this important matter. Before we begin, we are required to define the terms of our engagement. This letter will set forth our agreement as to the scope and terms of our representation of you.

Scope of Engagement

This firm has agreed to provide you legal services on an as-needed, as-requested basis, in service as special project counsel to the City's broadband initiative (the "Legal Services"). You should have a clear understanding of the legal services we will provide. If you have any question about the scope or description of our services, please contact the undersigned before signing this letter. Unless this agreement is modified in writing, any subsequent or additional matters will also be governed by this agreement. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, and are not guarantees of any particular result. Such opinions and advice are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

Personnel Assigned

4838-1587-8947

ATTORNEYS AT LAW
www.kmclaw.com

Kirton McConkie Building, 50 East South Temple, Salt Lake City, UT 84111
1800 World Trade Center, 60 East South Temple, Salt Lake City, UT 84111
Thanksgiving Park Four, 2600 W. Executive Parkway, Ste. 400, Lehi, UT 84043

801.328.3600 *tel* 801.321.4893 *fax*
801.328.3600 *tel* 801.321.4893 *fax*
801.426.2100 *tel* 801.426.2101 *fax*

Each client of Kirton McConkie is served by a lead attorney. The lead attorney for your matters will be Andrew Clark. You are free to request a change of your lead attorney at any time. Subject to the supervisory role of the lead attorney, your work or parts of it may be performed by other attorneys and legal assistants in the firm. Such delegation may be for the purpose of involving attorneys or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters. At a minimum, our detailed billing statements will describe the personnel working on your matters, and the tasks each person has performed.

Attorney Fees and Costs

You will be billed on an hourly basis for work performed by our attorneys and legal assistants; however, when in our professional judgment it is appropriate to do so, we may bill you for time that represents the value of the services being rendered as opposed to the actual time spent on your behalf. The hourly rates used are approved by the firm's Board of Directors after considering a variety of relevant factors, such as the experience of those providing the services and the complexity of the matter. We reserve the right to revise our hourly billing rates at any time. Such revisions will be reflected on your monthly billing statement.

As a fixed retainer, we propose a monthly total of \$5,000.00 to be paid in two monthly installments of \$2,500.00 each, payable on the 10th and 25th, or the next applicable business day if a holiday.

We propose to perform legal services for the City on a fixed monthly retainer basis.

Unless expressly excluded as set forth below, our fixed monthly services are all-encompassing, including the following:

- Serve as special project counsel to the City in connection with the creation, review, and implementation of the City's strategic broadband plan (the "Project");
- Provide legal analyses and opinions as requested by the City in connection with the Project;
- Prepare and review legal documents as needed to accomplish the goals and mission of the City's Project;
- Monitor and review City activities in general to insure compliance with statutory and other legal requirements as pertaining to the Project;
- Analyze the probable outcomes of cases using knowledge of legal precedence;
- Review and help develop City policies and procedures and assist in establishing the same as may pertain to the Project;

- Land use and zoning;
- Economic growth and development;
- Attendance at City Council meetings on an as-needed basis, provided, however, any such requests will also need to be predicated with an agreement for the reimbursement of travel expenses.

The fixed monthly retainer will provide you priority services for up to twenty (20) hours per month for the services listed above, which will be provided by either David Shaw or Andrew Clark as appropriate. Should any other personnel from the firm be needed for any particular matters, their time will be billed at standard hourly rates less a twenty percent (20%) governmental discount. If your allotment of needed services from Mr. Shaw or Mr. Clark exceeds twenty (20) hours per month, we will bill for the excess time at our standard hourly rates, minus a twenty percent (20%) governmental discount.

The personnel who we anticipate will initially be involved on your behalf, and each person's respective hourly rate at this time, are as follows:

<u>Name</u>	<u>Standard Rate</u>	<u>With Discount</u>
Andrew Clark	\$250.00	\$200.00
David J. Shaw	\$385.00	\$308.00

We may use other attorneys or legal assistants from the firm as we believe appropriate.

In addition, you will be responsible for payment of any costs, charges and expenses we incur on your behalf, such as photocopy expenses, facsimile charges, overnight delivery and mail expenses, travel expenses, court costs, filing fees, and other expenses, which charges will not be deferred, but will be invoiced and paid regularly. We will confer with you before we incur any substantial costs of an unusual nature. When costs, charges, or expenses we incur on your behalf are not paid on a timely basis, Kirton McConkie reserves the right to apply all payments received in such manner as we determine, including first to outstanding disbursements and then to fees.

Alternative billing arrangement can be provided for specific matters.

Billing Arrangements, Terms of Payment and Attorney Liens

We will bill you on a monthly basis for both fees and costs, unless we have a written agreement to the contrary. You agree to make payment within thirty (30) days of receiving our detailed statement. Unpaid fees and disbursements accrue service charges at the rate (non-compounded) of one and one-half per cent (1½%) per month from the beginning of the month in which the unpaid amounts become overdue. (Where fees and disbursements are regularly paid out of a retainer deposit, no service charge will be charged.) If you have questions about your bill or our services, please contact your lead attorney, or if that is not satisfactory, the firm's president.

If your account becomes delinquent, and continues so after written notice from us, we may elect to withdraw from this representation and pursue collection of your account. You agree to pay the costs of collecting the debt, including court costs, filing fees, and reasonable attorney fees. You further agree that Kirton McConkie will have an attorney lien, pursuant to Utah Code Ann. § 38-2-7, on any proceeds resulting in whole or in part from legal services provided to you to secure payment of any amounts you owe Kirton McConkie, and that such lien will attach to any settlement, verdict, report, decision or judgment in your favor. You further agree that any legal action regarding any dispute with respect to this legal engagement must be brought in the courts sitting in the State of Utah and that all firm time associated with such a dispute shall be fully compensable to the firm. You agree to submit to the personal jurisdiction of the Utah courts with respect to such action. Utah law will apply.

Conflicts of Interest

We have performed a search of our firm's attorneys and existing matters, and we are aware of only two potential conflicts of interest. We believe you are aware we represent SiFi Networks USA, LLC and its affiliated entities and Wide Open Networks, Inc. and its affiliated entities on broadband projects elsewhere in the country. We have disclosed or will disclose to you the exact nature of the potential conflicts in us representing SiFi, Wide Open and the City. Inasmuch as SiFi and Wide Open are Respondents to the City's current Request For Information, there exists a potential conflict of interest with respect to one or both of these entities in the event that they are selected to work with the City as a result of the Request for Information. Although any conflict of interest is only theoretical at this time, your selection of one or both of these companies would change a theoretical conflict into an actual one. To avoid even a theoretical conflict of interest, we have discussed this possibility with both SiFi and Wide Open independently of each other and have asked them to sign Conflict Waiver Letters with respect to the City's telecommunications and broadband project, copies of which are provided to you as a supplement to this letter of Engagement.

By signing below, you acknowledge the existence of our representation of SiFi Networks and Wide Open on projects independent of yours and grant your permission for continued representation, provided it does not interfere with our duty to represent you. Importantly, in the event litigation were to arise between you and either SiFi or Wide Open, we would not represent any party with respect to such litigation, and you would be obligated to find alternate legal counsel in such an event. Except for the aforementioned potential conflict of interest with SiFi or Wide Open, we not aware of any conflicts of interest in our representation of you with respect to the matters for which we have been engaged to provide legal services.

It is possible that other conflicts of interest may arise in the future. In the event a conflict of interest, we will immediately inform you of such conflict and take appropriate action within the bounds of our ethical obligations. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations. In that regard, it is our policy that our representation of you does not extend to your parents, subsidiaries, employees, officers, directors, shareholders, partners or other affiliates. In addition, we are accepting this engagement with your consent that we may accept any other engagement from an existing or

new client, even if the matter requires that we take a position that is or might be directly adverse to you or one of your affiliates, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your corporate family. Further, we reserve the right to withdraw from this engagement if necessary to comply with our ethical obligations.

Please note that, because you are waiving conflicts of interest relative to SiFi and Wide Open upon signing below, we are obligated to advise you of your right to seek independent legal counsel with respect to the impact of doing so. You acknowledge you have either sought such independent legal advice or have voluntarily chosen not to.

Termination of Representation

You may terminate our representation of you at any time, with or without cause, by notifying us. If such termination occurs, your papers and property will be returned to you promptly upon request. We may retain copies to the extent permitted by law. We are subject to the Utah Rules of Professional Conduct (the “Rules”), which identify several circumstances which require or allow us to withdraw from representing a client, which include the nonpayment of fees or costs, the misrepresentation or failure to disclose material facts, and conflicts of interest with another client. If we represent you in a lawsuit, our ability to withdraw from the suit may be subject to approval from the appropriate court. Further, subject to our ethical obligations as defined by the Rules, we reserve the right to terminate our representation of you at any time, without cause, by furnishing written notice that we are withdrawing as your counsel. If we find it necessary or advisable to so act, we would assist you as you may desire in locating other counsel, and we would make available to you such documents, pleadings, etc., from our file as you may request.

Retention of Client Files

We will maintain files related to this engagement that we, in our sole professional judgment, determine are necessary for the conduct of this engagement. After the engagement ends, meaning the date of our last bill for services on a particular matter, we will maintain or destroy our files in accordance with our then-existing records retention policy. During the period in which we maintain the files, you may request to examine the files and to copy documents in the files. We request that you do so within one year after the engagement ends, after which we may destroy the files in accordance with our records retention policy.

This letter will comprise our engagement agreement. Therefore, we ask that you review it carefully and then sign and return to us the Acknowledgement of Client. Please contact the undersigned promptly if you have any questions.

Thank you for entrusting your legal work to us. We look forward to serving you.

Warmest regards,

KIRTON McCONKIE



Andrew Clark

ACKNOWLEDGMENT OF CLIENT

The undersigned agrees to the terms and provisions of this engagement letter.

By: _____

Print Name: _____

Title: _____

Date: _____

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Brandon Wright - 326-7750
Wards: 3

Action / Date
FIN5/6/2015

Subject:

Motion authorizing City staff to sign the Eastern Iowa Community College District Kahl Parking Lot Lease Addendum for use of the western half of the Kahl Building parking lot as a fire lane for the Central Fire Station project and for Fire Department employee parking. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Strengthen community connections.

Background:

City staff has been engaged in negotiations with the Eastern Iowa Community College District (EICCD) regarding the western portion of their parking lot needed for the Central Fire Station project. Under the agreement, the City will gain back complete access to the western half of the parking lot, which will be utilized for a fire lane and for Fire Department employee parking. Below is a summary of the terms of the agreement:

1. The EICCD will give up its interest in the western portion of the parking lot and return it to the City (about 50 spaces).
2. The City will give EICCD 50 spaces in the Harrison Street Parking Ramp to replace these spaces.
3. EICCD will lease an additional 30 spaces from the City at \$15 per month.
4. The City will reserve 50 spaces for student parking on the fifth floor of the Harrison Street Parking Ramp between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday. When the EICCD opens its new facility at City Square, the 50 spaces will be transferred to the Red Stone Ramp.
5. Valid student parking passes (time stamped for when they have classes) will be honored at the Harrison Street Parking Ramp and the Red Stone Ramp.
6. The City will not pay any amount for permanent access to the western half of the Kahl Building parking lot.

ATTACHMENTS:

Type	Description
 Backup Material	EICCD Parking Lot Lease Addendum

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 10:48 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 10:58 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:00 PM

EICCD KAHL PARKING LOT
LEASE ADDENDUM

This Lease Addendum is made and entered into between the City of Davenport (“Lessor”) and Eastern Iowa Community College District (“Lessee”) as of this ____ day of _____, 20____ and amends a certain Parking Lot Lease Agreement dated November 28, 1995.

WHEREAS, Lessor owns a certain real estate north of West Fourth Street and west of Ripley Street that was improved by and is used by Lessee as a parking lot;

WHEREAS, Lessor needs to secure parking and ingress/egress to its Central Fire Station that is undergoing renovation; and

WHEREAS, Lessee, in the spirit of intergovernmental cooperation, wishes to accommodate Lessor’s needs;

NOW, THEREFORE, in consideration of the mutual obligations expressed herein, the parties agree as follows:

1. Leased Premises Amended. The area depicted in Attachment 1 is removed from the leased Premises under the 1995 Parking Lot Agreement and returns unencumbered to Lessee’s fee simple absolute control; said area being very generally described as the westerly portion of the surface lot as identified by the red dividing line in Attachment A.

2. Use of Lessor’s Harrison Street Ramp by EICCD. Lessor licenses and shall designate the ground level spaces immediately facing West Second Street in its Harrison Street Ramp for use by EICCD. There are 28 such spaces. Lessor also licenses and shall designate 22 additional, covered, reserved, contiguous spaces on the fourth floor of the Harrison Street Ramp. Lessor also licenses 30 general, regular-use spaces (first come, first served) at the Harrison Street Ramp. These 80 spaces are for the use of EICCD, and permittees for these spaces will be designated by EICCD. EICCD shall pay \$15 per space per month for the number of spaces above the 50 reserved spaces. It is understood that this amount is \$5,400 annually for 30 spaces (\$15.00 x 12 months x 30 general use spaces). On each and every 5-year anniversary of this agreement (i.e. 5th, 10th, 15th, etc), the amount per space shall increase by 5%. Additionally, Lessor shall reserve 50 spaces on the fifth level of the parking ramp for student parking use by EICCD from 8:00 a.m. to 6:00 p.m. Monday through Saturday. The 50 spaces reserved for student parking shall be transferred to the Red Stone Ramp upon completion of construction of the new EICCD facility at City Square. From time to time, the specific hours and days during which the fifth floor of the ramp is under exclusive use by the EICCD may be reviewed and adjusted only by agreement of both parties in order to better coordinate ramp usage. Lessor and Lessee shall cooperate in determining how to identify vehicles eligible to use these spaces whether by hang tag or another method which method may be changed from time to time.

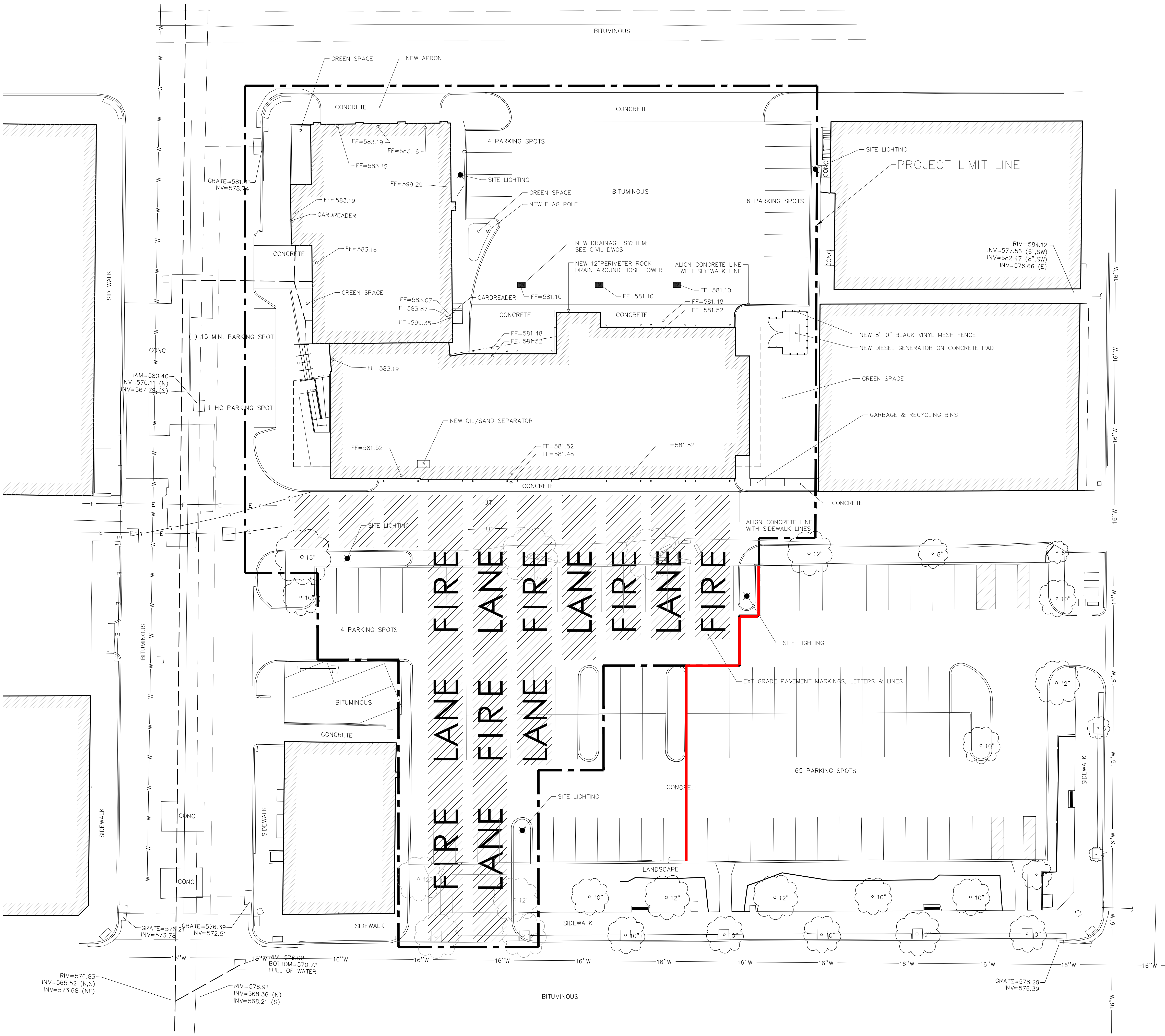
3. Downtown Student Parking. Lessor shall honor valid student parking passes issued by Lessee at its Harrison Street Parking Ramp and its Red Stone Parking Ramp throughout the term of this agreement. Student parking passes are valid for the class times identified on the passes prepared by EICCD.

4. Mere license. The rights created in Section 2 shall not be construed as rights in the subject real property, but instead constitute a mere license. The right to designate permittees referenced in Section 2 is non-transferable.

5. Duration of Sections 2 & 3. Sections 2 and 3 above shall be in force and effect so long as the Lessor's Harrison Street Ramp exists and EICCD or any of its foundations under complete control by the EICCD continues to be owner of the Kahl building property. This addendum shall not be construed to create any obligation on the part of Lessor to reconstruct the ramp or any part thereof.

The Galante Architecture Studio, Inc. expressly reserves the common law copyrights in these drawings. These drawings are not to be reproduced in any manner, nor are they to be assigned to a third party without the expressed written permission and consent of The Galante Architecture Studio, Inc.

ATTACHMENT A

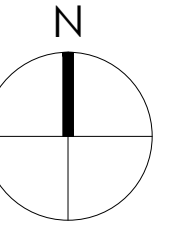


TGAS
THE GALANTE
ARCHITECTURE
STUDIO INC

146 MT AUBURN ST CAMBRIDGE, MA 02138

6 1 7 5 7 6 2 5 0 0

WWW.GALANTEARCHITECTURE.COM



Project Number
1225
Project Title
Davenport FD
331 Scott Street
Davenport, IA 52801

Drawing Title
Site Plan

NOT FOR
CONSTRUCTION

Date/Issued For
01.21.15
Construction Documents

02.10.15
Revision #1

Print 24x36
Scale
1" = 20'

Drawn By
PC/MF

Drawing Number
AS101

City of Davenport

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

Action / Date
FIN5/6/2015

Subject:

Motion authorizing City staff to sign the License Agreement by and between the Eastern Iowa Community College District and the City of Davenport for a license and authority for the Davenport Fire Department to use the 9th Floor of the Kahl Building for administration offices during the construction phase of the Central Fire Station project. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Strengthen community connections.

Background:

City staff has been engaged in negotiations with the Eastern Iowa Community College District (EICCD) regarding the use of the 9th floor of the Kahl Building for the Fire Department administration offices during the construction phase of the Central Fire Station project. Under the agreement, the EICCD has agreed to allow the Fire Department to use the 9th floor without any rent payments until the Central Fire Station renovation project is complete or until the EICCD needs to gain access to that area for their downtown expansion project, anticipated for October 2016.

ATTACHMENTS:

Type	Description
Backup Material	EICCD License Agreement for Kahl 9th Floor

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 10:50 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 10:59 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:00 PM

**LICENSE AGREEMENT
BY AND BETWEEN
THE EASTERN IOWA COMMUNITY COLLEGE DISTRICT
and
THE CITY OF DAVENPORT**

The Eastern Iowa Community College District ("Scott") does hereby grant to the City of Davenport ("City") and its officers, employees and invitees, non-exclusive license and authority to be upon and use the following described real estate for the purposes of administering the Davenport Fire Department, to-wit:

The entire ninth floor of the Kahl Building, excluding common and mechanical areas, located at 326 W 3rd Street in Davenport, IA.

Subject to the following terms and conditions.

1. This license agreement shall be effective upon its execution by both parties and shall continue in force and effect thereafter until October 1, 2016 and may be extended as mutually agreed. Scott may terminate this license earlier, by at least 30-days notice in writing for any reason. Notices as provided for in this license shall be given to the respective parties hereto at the respective addresses designated herein unless either party notifies the other, in writing, of a different address. Such notice shall be considered given under the terms of this agreement upon deposit in the United States Postal Service mail system, addressed as above designated, postage prepaid, by certified mail.

2. Scott agrees to provide to the City use under the terms of this license agreement without rent (\$0) or other monetary compensation.

3. City agrees to save, defend and hold harmless Scott from any and all liability for damages, costs or expenses arising out of the City's use and occupation under this license or as the result of, any action at law or suit in equity that may be brought against Scott by any person or entity on account of the use, acts or omissions of City or their invitees that occur on or about the above-described real property. The cancellation and termination of this agreement shall not affect the City's obligation to save, defend and hold harmless Scott in respect to acts or things which shall have been done or which happened before the date fixed for such termination.

4. City accepts the premises in its present condition and agree that they or their invitees or agents will not dispose of waste oil, tires, batteries, paint or other

chemicals, or hazardous waste as defined by statute or ordinance anywhere on the licensed premises. City shall immediately notify Scott of any chemical discharge, leak or spill or hazardous waste exposure event that occurs on the premises.

5. The City agrees to maintain in effect during the effective dates of this agreement its current limits and structure of general liability self-insurance and retention coverage and not materially alter the same.

6. Scott maintains its right to enter upon said premises for any purpose upon 24 hour notice for non-emergencies. City will need 24-hour/7-day per week access to the subject premises.

7. Scott shall have the right to possession of the premises without further demand, notice or action, in as good condition as when City first entered upon the premises (normal wear and tear excluded), upon the effective date of this agreement's termination.

8. City is not an agent of Scott.

9. City may not transfer or assign this license agreement.

10. The parties agree and understand that no permanent structural improvements will be made within the area by City. Any personal property located upon the premises 7 days after vacation by the City will become the property of Scott and as such may be disposed by Scott in its sole discretion.

11. Neither City nor anyone claiming by, through, or under it shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement thereon, and notice is hereby given that no contractor, sub-contractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon.

12. This agreement shall not be construed to create a tenancy of any kind in the above-described real property in favor of City. This agreement simply grants a non-exclusive right to use the real property.

13. City agrees, at their expense, to maintain and keep said property in good repair, sanitary condition, and in compliance with City ordinances. Scott may take corrective action at City's expense if in the Scott's sole discretion maintenance or cleaning is necessary.

14. For the purposes of notice the parties designate the following persons:

City of Davenport
Attn: Brandon Wright, Finance Director
226 W 4th Street
Davenport, IA 52801

Eastern Iowa Community College District
Attn: Suteesh Tandon, Chief Financial Officer
306 West River Drive
Davenport, IA 52801
[designees' name, address, telephone number]

IN WITNESS WHEREOF, the parties have signed this agreement this
_____ day of _____, 2015.

Eastern Iowa Community College District

City of Davenport

Craig Malin, City Administrator

State of Iowa)
)
County of Scott) ss.

Sworn to and subscribed to before me by Craig Malin this _____ day of _____,
2015.

Notary Public in and for State of Iowa

State of Iowa)
)
County of Scott) ss.

Sworn to and subscribed to before me by _____ this _____ day
of _____, 2015.

Notary Public in and for State of Iowa

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Jim Bengé 327-5141
Wards: 8

Action / Date
FIN5/6/2015

Subject:

Motion directing staff to negotiate a contract for the Transload Facility Operations with Savage Services Corporation of Schererville, IN for the Eastern Iowa Industrial Park. [Ward 8]

Recommendation:

Approve the motion.

Relationship to Goals:

Diversify revenues and eliminate liabilities.

Background:

A request for proposals was issued on February 6, 2015 and was sent to 109 consultants. On March 10, 2015 the Purchasing Division received and opened two proposals.

The proposals were evaluated on the following criteria: Adherence to Proposal Instructions - 10%; Clarity and Content of Proposal Information - 15%; Demonstration of Business Growth and Operational Experience - 30%; Development of a Solid Business Plan and Marketing Strategy - 30%; Reference Checks with Existing Customers - 15%.

The purpose of this contract is to foster economic growth for the city and maximize options and competitiveness for freight shippers and receivers in the Quad City area. The facility operator will be responsible for the maintenance and upkeep of the Transload Facility as well as the Eldridge Brand Rail line from the Canadian Pacific right-of-way to the end of the track within the Transload Facility.

Approving the motion will allow contract negotiations to begin on the terms of the contract.

ATTACHMENTS:

Type	Description
Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 10:53 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 11:08 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:01 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: TRANSLOAD FACILITY OPERATOR
RFP NUMBER: 15-84
OPENING DATE: MARCH 10, 2015
RECOMMENDATION: AWARD THE CONTRACT TO SALVAGE SERVICES
CORPORATION OF SCHEREVILLE, IN.

<u>VENDOR NAME</u>	<u>LOCATION</u>
SALVAGE SERVICES CORPORATION	SCHEREVILLE, IN
BLACKLANDS RAILROAD	SULPHUR SPRINGS, TX

Prepared By Cindy Whitake
Purchasing

Approved By M. J. [Signature]
Department Director

Approved By Mallory Merritt
Budget/CIP

Approved By [Signature]
Finance Director

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: James Odean 326-7739
Wards: All

Action / Date
FIN5/6/2015

Subject:

Motion extending a contract for collection services to Municipal Collections of America, Inc. of Lansing, IL that will exceed \$50,000. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

A request for proposals was issued on December 14, 2012 and was sent to ten vendors. On January 14, 2013, the Purchasing Division received and opened seven proposals.

The proposals were evaluated on the following criteria: Cost as a percentage of collections or flat fee - 25%; Qualifications and Experience - 20%; Methodology/Technical Approach - 20%; Payment Options (Cash, Check, Credit Card, etc.) - 10%; Accuracy of Proposal - 10%; References - 10%; Local Business - 5%. Municipal Collections of America, Inc. was the highest scoring firm and a collection services agreement was signed by the Finance Director on January 23, 2014. The original contract was estimated to be approximately \$20,000.

The initial agreement targeted delinquent sewer bills. Over the course of the 2014 calendar year, discussion was made to amend the agreement to include the collection of delinquent parking tickets, delinquent red light camera tickets, and automated traffic enforcement.

Municipal Collections of America, Inc. has to date collected over \$250,000 in delinquent fees for the city. They take a percentage of the collected fees depending on how the fees are collected, most often paid for by collection fees assessed to the uncollected amount. Currently, the calculated total is nearing \$50,000 for the Municipal Collections of America, Inc. Since the scope of work will provide for more than \$50,000, City Council approval is necessary in order for Municipal Collection of America, Inc. to continue collecting outstanding amounts for the City of Davenport.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	4/30/2015 - 10:50 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/30/2015 - 11:06 AM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:01 PM

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Eric Longlett 326-7926
Wards: All

Action / Date
FIN5/6/2015

Subject:

Motion awarding the lowest responsive and responsible vendors for the provision of street materials for the 2015 construction season. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

A request for bids was issued to street materials suppliers for the annual blanket contract for the provision of materials for various public improvement projects. There was a total of eight vendors that responded to the request for bids.

The concrete blanket agreements have potential to exceed the \$50,000 mark. Currently the new pricing has begun for this season. Please see attached for the bid tabulation. The lowest price vendor is always used first unless they are unable to fill the order at the time it is placed, then the second lowest vendor is used. This has been utilized in the past to ensure materials are accessible to keep crews working on improving streets and other public works projects.

Funding for these purchases come from various department accounts. The funding source is from either Local Sales Tax or Road Use Tax. The estimated amount used for all materials combined under this contract last year was \$250,000.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:02 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:02 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:01 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: STREET MATERIALS – 2015

BID NUMBER: 15-103

OPENING DATE MARCH 20, 2015

RECOMMENDATION: AWARD THE BLANKET CONTRACT TO ALL RESPONSIVE
AND RESPONSIBLE BIDDERS; STARTING WITH LOW
BIDDER THEN SECOND LOW BIDDER.

<u>VENDOR NAME</u>	<u>LOCATION</u>
BLOCK READY MIX GROUP	DAVENPORT, IA
CROELL REDI-MIX INC	DAVENPORT, IA
GIERKE ROBINSON COMPANY, INC.	DAVENPORT, IA
HD SUPPLY CONSTRUCTION SUPPLY, LTD	DAVENPORT, IA
LINWOOD MINING & MINERALS	DAVENPORT, IA
LOGAN CONTRACTORS SUPPLY	BETTENDORF, IA
RIVERSTONE GROUP, INC.	MOLINE, IL
SEIFFERT LUMBER CO.	DAVENPORT, IA

Prepared By Cindy Wietake
Purchasing

Approved By Michael R. Clark
Department Director

Approved By BW
Budget/CIP

Approved By BW
Finance Director

1	72 Hour Mix - Delivered		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$93.75
	Croell Redi-Mix Inc	CY	\$95.00
2	72 Hour Mix - City Truck		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$76.00
	Block Ready Mix Group	CY	\$79.75
3	24 Hour Mix - Delivered		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$107.75
	Croell Redi-Mix Inc	CY	\$108.00
4	24 Hour Mix - City Truck		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$85.00
	Block Ready Mix Group	CY	\$88.25
5	28 Day Mix - Delivered		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$85.75
	Croell Redi-Mix Inc	CY	\$86.00
6	28 Day Mix - City Truck		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$66.75
	Croell Redi-Mix Inc	CY	\$73.00
7	Flowable "B" - Delivered		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$66.75
	Croell Redi-Mix Inc	CY	\$68.00
8	Flowable "B" - City Truck		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$52.00
	Block Ready Mix Group	CY	\$55.75
9	Flowable "D" - Delivered		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$72.00
	Block Ready Mix Group	CY	\$74.75
10	Flowable "D" - City Truck		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$58.00
	Block Ready Mix Group	CY	\$61.75

11	Winter Service		
	Supplier	UOM	Price
	Block Ready Mix Group	CY	\$5.00
	Croell Redi-Mix Inc	CY	\$6.00
12	Winter Additive - 1/2%		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$2.50
	Block Ready Mix Group	CY	\$2.50
13	Winter Additive - 1%		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$5.00
	Block Ready Mix Group	CY	\$5.00
14	Winter Additive - 2%		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	CY	\$10.00
	Block Ready Mix Group	CY	\$10.00
15	Iowa gradation 1 or Illinois FM1a Sand		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$10.95
16	Fill sand for filling sandbags, comparable to Iowa DOT gradation 35 or		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$9.00
17	½" chips - Class 3 or 3i Durability - Illinois DOT Gradation CA-13		
	Supplier	UOM	Price
	Linwood Mining & Minerals	TON	\$12.00
	RiverStone Group, Inc.	TON	\$13.05
18	3/8" Chips - limestone chips are to be washed, with a Class 3 or 3i Durability rating and shall conform to Iowa DOT Specifications 4131,		
	Supplier	UOM	Price
	Linwood Mining & Minerals	TON	\$12.00
	RiverStone Group, Inc.	TON	\$13.05
19	½" Pea Gravel - washed and is used in the seal coating process and shall		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$19.75
	Block Ready Mix Group	TON	\$30.95
20	3/4" Down - stone shall conform to Iowa DOT Specifications Section		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$9.00
	Linwood Mining & Minerals	TON	\$9.25
21	Special Backfill - 1" concrete aggregate, washed, Gradation 4		
	Supplier	UOM	Price

	Linwood Mining & Minerals	TON	\$12.00
	RiverStone Group, Inc.	TON	\$13.20
22	Special Backfill - 1-1/2" down, Gradation 30		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$8.15
	Linwood Mining & Minerals	TON	\$9.95
23	Special Backfill - 2" down		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$8.15
	Linwood Mining & Minerals	TON	\$9.25
24	Special Backfill - 2" Macadam		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$11.50
	Linwood Mining & Minerals	TON	\$12.00
25	Special Backfill - 3" down		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$8.75
	Linwood Mining & Minerals	TON	\$9.95
26	Special Backfill - 6" down		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$9.75
	Linwood Mining & Minerals	TON	\$9.95
27	Class A Rip Rap - RR4-150 lbs - 6" to 10" variety		
	Supplier	UOM	Price
	Linwood Mining & Minerals	TON	\$12.00
	RiverStone Group, Inc.	TON	\$19.00
28	Class A Rip Rap - RR5-400 lbs - 6" to 10" variety		
	Supplier	UOM	Price
	RiverStone Group, Inc.	TON	\$19.00
29	4" asphalt impregnated fiber		
	Supplier	UOM	Price
	Gierke Robinson Company, inc.	LF	\$0.19
	HD Supply Whitecap Construction Supply	LF	\$0.20
	RiverStone Group, Inc.	LF	\$0.22
30	6"x1/2" asphalt impregnated fiber		
	Supplier	UOM	Price
	Logan Contractors Supply	LF	\$0.28
	Gierke Robinson Company, inc.	LF	\$0.28
	HD Supply Whitecap Construction Supply	LF	\$0.30
	RiverStone Group, Inc.	LF	\$0.33
31	Concrete Block - 2'x2'		

	Supplier	UOM	Price
	Croell Redi-Mix Inc	EA	\$55.00
32	Concrete Block - 3'x3'		
	Supplier	UOM	Price
	no bids received		
33	Concrete Block - 4'x4'		
	Supplier	UOM	Price
	Croell Redi-Mix Inc	EA	\$85.00
34	Concrete Sealer		
	Supplier	UOM	Price
	Logan Contractors Supply	GAL	\$3.08
	HD Supply Whitecap Construction Supply	GAL	\$3.24
	Gierke Robinson Company, inc.	GAL	\$3.59
	RiverStone Group, Inc.	GAL	\$4.33
35	Narrow Keyway without legs (7" thick paving) is 1000 LF (approximately 10' sections) They shall be sized to accept #4 Double		
	Supplier	UOM	Price
	Logan Contractors Supply	LF	\$0.38
36	4x30 Double Bend Epoxy Coated "L" Bars		
	Supplier	UOM	Price
	Logan Contractors Supply	EA	\$1.48
37	6 x 24" Epoxy Coated Deformed Rebar		
	Supplier	UOM	Price
	Logan Contractors Supply	EA	\$1.86
	RiverStone Group, Inc.	EA	\$2.00
38	6 x 18" Epoxy Coated Smooth Dowel Pins		
	Supplier	UOM	Price
	Logan Contractors Supply	EA	\$1.43
	Gierke Robinson Company, inc.	EA	\$1.67
	RiverStone Group, Inc.	EA	\$1.75
39	10 x 18" Epoxy Coated Smooth Dowel Pins		
	Supplier	UOM	Price
	Gierke Robinson Company, inc.	EA	\$3.45
	Logan Contractors Supply	EA	\$3.85
	RiverStone Group, Inc.	EA	\$4.10
40	Handicap Ramp Panels		
	Supplier	UOM	Price
	Gierke Robinson Company, inc.	EA	\$109.09
	Logan Contractors Supply	EA	\$111.50
	HD Supply Whitecap Construction Supply	EA	\$117.00
41	Wood Stakes - 2"x2"x24" Pine Stakes		

Supplier	UOM	Price
Gierke Robinson Company, inc.	EA	\$0.52
Seiffert Lumber Co.	EA	\$0.55

42	Wood Stakes - 2'x2'x36" Pine Stakes		
	Supplier	UOM	Price
	Seiffert Lumber Co.	EA	\$0.80
	Gierke Robinson Company, inc.	EA	\$0.80

43	Crafco Crack Sealant - no alternates		
	Supplier	UOM	Price
	Gierke Robinson Company, inc.	LB	\$0.56
	Logan Contractors Supply	LB	\$0.58

City of Davenport

Agenda Group: Finance
Department: Finance/Purchasing
Contact Info: Kristi Keller - 888-2077
Wards: All

Action / Date
FIN5/6/2015

Subject:

1. Transportation Mgmt & Design - Comprehensive operations analysis for Transit - Amount: \$45,842
2. Langman Construction - Tree removal/Forest Grove paving - Amount: \$39,799
3. Altorfer, Inc. - Skyjack scissor lift (used) - Amount: \$37,400
4. Swanson Construction - Repair sewer manholes at Modern Woodmen Park - Amount: \$37,000
5. Environmental Mgmt Services - Asbestos removal at Central Fire Station - Amount: 33,300
6. Safeware, Inc. - Hearing protection for gun range at Police Department - Amount: \$31,015
7. Motion Industries - Bearings & parts for biosolids bins at Compost - Amount: \$19,025
8. BWF Tree Farm - Trees for W Kimberly Rd median - Amount: \$18,860
9. BWF Tree Farm - Trees for W 59th St - Amount: \$17,155
10. Cartegraph Systems - Annual maintenance - Amount: \$18,703
11. Pillar Equipment - Two Z-turn mowers w/60" deck - Amount: \$17,081
12. Dix Enterprises - Ballistic helmets for Police - Amount: \$16,277
13. Ion Wave Technology - Annual subscription fee - Amount: \$16,000

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:02 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/29/2015 - 5:02 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:01 PM

City of Davenport

Agenda Group: Committee of the Whole
Department: City Clerk
Contact Info: Jackie Holecek 563-326-6163
Wards: 5

Action / Date
5/6/2015

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

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:09 PM

City of Davenport

Agenda Group: Committee of the Whole
Department: City Clerk
Contact Info: Jackie Holecek 563-326-6163
Wards: 5

Action / Date
COW5/6/2015

Subject:
Resolution approving the street closing of Rusholme Street between Carrey and Arlington on May 13, 2015 for the Blue Mass at St. Paul the Apostle Catholic Church.

Recommendation:
Approve the resolution.

Relationship to Goals:

Background:
The event is being held on May 13th and therefore needs approval at the May 6, 2015 meeting.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:13 PM
City Clerk	Holecek, Jackie	Approved	4/30/2015 - 3:13 PM