

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, April 15, 2015; 5:30 PM

Council Chambers, City Hall

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for Case No. REZ15-05: Petition of Genesis Health System to Rezone 1311 E. Lombard Street and 1314 E. Elm Street from R-4 Moderate Density Residential to PDD Planned Development District.
2. Public Hearing for an Ordinance for Case No. ROW15-03: Request of Genesis Health Systems for the right-of-way vacation (abandonment) of 860 square feet, more or less, of an alley located immediately north of Lot 4 of Block 2 of Ferndale Addition (1314 Elm Street). [5th Ward]

VII. Presentations

A. Appointment

Civil Service Commission

Mary Ellen Chamberlain

B. Proclamations

1. Fair Housing Month Proclamation
2. 35th Annual Local Government Day
3. Thanking Genesis Health Systems

VIII. Petitions and Communications from Council Members and the Mayor

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Jason Gordon, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case No. ROW15-01, Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets. [3rd Ward]
2. Second Consideration: Ordinance for Case No. REZ15-04 being the petition of Amerco Real Estate dba U-Haul for the rezoning of 10.1 acres, more or less, of real property located at 3616 West Kimberly Road from "C-2" General Commercial District to "PDD" Planned Development District to establish U-Haul self-storage facility and dealership. [2nd Ward]
3. First Consideration: Ordinance for Case No. ROW15-03: Petition for Genesis Helath System for the right-of-way vacation (abandonment) of alley located immediately north of 1314 Elm Street [5th Ward].
4. First Consideration: Ordinance for Case No. REZ15-05: Petition of Genesis Health System to rezone 1311 E. Lombard Street and 1314 E. Elm Street from R-4 Moderate Density Residential to PDD Planned Development District [5th Ward]
5. Resolution approving Case No. F15-05 being the petition of Build to Suit, Inc. for the final plat of Coventry Commercial Park Second Addition, being a replat of Lot 1 of Coventry Commercial Park First Addition, located south of East 53rd Street and east of Utica Ridge Road, containing two (2) commercial lots. [6th Ward]
6. Resolution approving Case No. F15-02 being the final plat of Village Cooperative First Addition located north of Crow Creek Road and east of Utica Ridge Road at the rear of 4601 Utica Ridge Road containing two (2) residential lots and one lot designated for stormwater detention. The plat will facilitate the development of a 61- unit, four-story, owner occupied senior housing cooperative. [6th Ward]
7. Resolution approving the issuance by the Public Finance Authority of bonds on behalf of Trinity Affordable Housing Corporation, an Illinois Nonprofit Corporation.
8. Motion to set a public hearing for May 6, 2015, at 5:30pm in the Council Chambers for the purpose of amending and expanding the North Urban Renewal Plan.

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. PUBLIC SAFETY

1. Second Consideration: Ordinance amending Subsection 5.10.105(A) to allow the issuance of alcoholic beverages licenses or permits to an establishment within 600 feet of a state registered child development home or state licensed child care center upon an appeal with adequate buffering. [All Wards]
2. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor events.
- 3.

Motion approving noise variance request(s) for various events on the listed dates at the listed times.

4. Motion approving beer and liquor license applications.

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

Ward 1

Thirsty's On Third LLC (Thirsty's on Third LLC) - 2202 West 3rd St - Adding outdoor area only - License Type: C Liquor

Ward 3

Me & Billy (Collins Maus LLC) - 200 West 3rd St - Adding outdoor area only 4/23/15 - 10/31/15 - License Type: C Liquor

Volkan Night Club Inc (Volkan Night Club Inc) - 813 West 2nd St, Unit 2 - Outdoor area May 2 - 3, 2015 Cinco De Mayo - License Type: C Liquor

Ward 6

Azteca Mexican Restaurant (Azteca Mexican Restaurant Inc) - 4811 Brady St, Suite 3 - Outdoor area May 1 - 3, 2015 Cinco De Mayo - License Type: C Liquor

Kelly's Irish Pub and Eatery (Kelly's QCA Inc) - 5320 Corporate Dr - 6 Month License at Wiebler's Harley-Davidson Location - Bi-Weekly Bike Nights on Wednesdays - Additional Saturday Events 5/23 (Blues Bar-B-Q) - 6/20 (Freedom Day) - 9/26 (Fall Open House)- 10/03 (Tailgate Party) - 11/07 (Military Appreciation Day) - License Type: B Beer

Ward 9

Kelly's Irish Pub and Eatery (Kelly's QCA Inc) - 2222 East 53rd St - Outdoor Area 5/20/15 - 8/26/15 - Bi-Weekly Bike Nights on Wednesdays - 5/20/15, 6/03/15, 6/17/15, 7/01/15, 7/15/15, 7/29/15, 8/12/15, 8/26/15, 9/09/15 - License Type: C Liquor

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

Ward 3

Artisan Grain Distillery (Artisan Grain Distillery LLC) - 318 East 2nd St - License Type: Micro-Distillery

Sara Mini Mart (Sara Mini Mart Inc) - 1026 West River Dr - License Type: E Liquor/C Beer/B Wine

Ward 6

Panchero's Mexican Grill (Central Coast Hospitality Inc) - 4888 Utica Ridge Rd - License Type: B Beer

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution directing no special assessment for the Veterans Memorial Parkway/Forest Grove Road extension project from Jersey Ridge Road to the Eastern City Limits
2. Resolution accepting the 2013 Sewer Lining Program. The final project cost is \$1,071,567, budgeted in CIP Project #10541. *[All Wards]*
3. Resolution approving Contract Amendment Number Five Revised for the EQ Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer I & I to Veenstra & Kimm, Inc. in the amount Not-To-Exceed \$275,000.00 budgeted in CIP Projects #00790 & #10539. *[All Wards]*
4. Resolution approving Contract for design services to install elevators in Building C and D at the Annie Whittenmyer Facility in the amount Not-To-Exceed \$38,500.00. *[Ward 5]*
5. Resolution authorizing the preparation and submission of a RISE Program application to the State for grant assistance to extend Elmore Avenue from its current terminus, approximately 5800 block, northerly past Veterans Memorial Parkway to Jersey Ridge Road. *[Ward 6]*
6. Motion to approve the contract for sitework at the Central Fire Station project to Miller Trucking & Excavating of Silvis, IL, in the amount of \$417,620. *[Ward 3]*
7. Motion awarding the contract for the Central Fire Station - Plumbing to Northwest Mechanical, Inc. of Davenport, in the amount of \$496,000. *[Ward 3]*
8. Motion awarding the contract for the Central Fire Station HVAC to Crawford Company of Rock Island, IL, in the amount of \$734,800. *[Ward 3]*
9. Motion awarding the contract for the Central Fire Station - Electrical to J. W. Koehler Electric, Inc. of Davenport, in the amount of \$1,193,900. *[Ward 3]*
10. Motion approving the contract award for the demolition of the 1940's Central Fire Station Addition as part of the Central Fire Station Rehabilitation project to McAdam, Inc. of Davenport in the amount of \$136,690. *[Ward 3]*
11. Motion awarding the contract for the Central Fire Station - Fire Sprinkler to Continental Fire Sprinkler Company of Davenport, in the amount of \$160,450. *[Ward 3]*
12. Motion approving the contract for the Central Fire Station - Aggregate Piers work to Subsurface Constructors Inc. of St. Louis Mo., in the amount of \$142,785. *[Ward 3]*
13. MOTION awarding the contract for the Site and Building concrete for the Central Fire Station project to Treiber Construction Company Inc. of Davenport, in the amount of \$795,521. *[Ward 3]*
14. Motion approving the contract for the street resurfacing project on Jersey Ridge Road from Kirkwood Boulevard to Elm Street to Brandt Construction Co. of Milan, IL in the amount of \$666,440.90.

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. FINANCE

1. Resolution approving eight Open Prairie Tax Exemptions. [All Wards]
2. Motion approving a three-year renewal of the Microsoft Enterprise License Agreement in the amount of \$491,516.57 to be paid over three annual installments. [All Wards]
3. Motion approving the purchase of an additional flash storage unit for expansion of the city's enterprise solid state storage system from AE Business Solution of Madison, WI at a 34% discounted price of \$170,041.82. [All Wards]
4. Motion approving the contract award for the Fire Station 7 Phase II Interior project to Swanson Construction Company of Bettendorf, IA, in the amount of \$359,693.
5. Motion awarding the purchase of nine refuse collection bodies to Elliot Equipment Company of Davenport, IA in the amount of \$849,325 including trade-ins. [All Wards]
6. Motion awarding the purchase of nine refuse collection chassis; six chassis with steerable tag axels and three chassis with 60/40 tandem axels, to Elliot Equipment Company of Davenport, IA in the amount of \$1,226,280. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Public Financial Management - Financial advisory services for 2015 GO Bond Issue - Amount: \$31,407
2. The Schebler Co. - Heating/AC units for Heritage Highrise - Amount; \$14,131
3. Source Molecula - Molecular testing of two streams - Amount: \$10,837
4. Mity-Lite, Inc. - Event tables and chairs for Credit Island Lodge - Amount: \$10,360

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 5th

Action / Date
CD4/15/2015

Subject:

Public Hearing for Case No. REZ15-05: Petition of Genesis Health System to Rezone 1311 E. Lombard Street and 1314 E. Elm Street from R-4 Moderate Density Residential to PDD Planned Development District.

Recommendation:

Findings:

1. The proposed Zoning Map Amendment (rezoning to "PDD") and the proposed land uses for the subject parcels are generally consistent with the official plan of the City, even though the Zoning Map Amendment is not exactly congruent with the boundaries of the Proposed Land Use Map. The Proposed Land Use Map within Davenport 2025: Comprehensive Plan for the City designates the subject properties as "Residential General", which designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc. In this case, these two parcels are not slated for new construction and are primarily intended for the provision of additional buffering.

2. The proposed Zoning Map Amendment (rezoning to "PDD") is consistent with the existing "PDD" zoning district classification of the existing medical center campus and each of the ten subject parcels is contiguous to the existing "PDD" zoning district.

3. The proposed Zoning Map Amendment (rezoning to "PDD") will not substantially alter the mixed residential and institutional character of the immediate area and should not be a substantial detriment to other adjacent and nearby residential property.

4. The proposed Zoning Map Amendment (rezoning to "PDD") will not negatively impact the public health, safety, comfort, convenience and general welfare.

Recommendation:

The Plan and Zoning Commission voted to accept the listed findings and forward Case No. REZ15-05 to the City Council for approval.

The vote to approve was unanimous, 9-0.

Relationship to Goals:

Added Emphasis on Economic Development

Background:

Genesis has acquired these two properties as part of its East Campus expansion project. The lots will be incorporated into its overall plan. Most of the property will be used for landscaping and parking.

ATTACHMENTS:

Type	Description
☐ Backup Material	Legal Notice
☐ Backup Material	P&Z Letter

REVIEWERS:

Department	Reviewer	Action	Date
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TO BE PUBLISHED IN THE APRIL 8, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO No. 1514708 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

Case No. REZ15-05 and ROW15-03 being the petitions of Genesis Health Systems, Inc. for the following:

A rezoning from R-4 Moderate Density Residential District to PDD, Planned Development District for the following property:

Lot 4 of Block 2 of Ferndale Addition (1314 E. Elm Street), and Lot 84 of Home Addition (1311 E. Lombard Street), located in the City of Davenport, Scott County, Iowa.

A vacation of City right-of-way described as follows:

Part of a public alley in Block 2 of Ferndale's Addition, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Beginning at the northwest corner of Lot 4 in said Block 2 of Ferndale Addition;

Thence North a distance of 20 feet to the north right-of-way line, a distance of 43 feet;

Thence South, a distance of 20 feet to the northeast corner of said lot4;

Thence West along the south right of way line of said public alley, a distance of 43 feet to the point of beginning.

Property contains 860 square feet, more or less.

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

1. That a public utility easement be established upon the alley property deemed for vacation.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, April 15, 2015 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances. PO No. 1514708.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: planning@ci.davenport.ia.us



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

April 1, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 31, 2015, the City Plan and Zoning Commission considered Case No. ROW15-03: Request of Genesis Health Systems to vacate 860 square feet of public right-of-way (alley) located immediately north of 1314 Elm Street.

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-03 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 5th

Action / Date
COW4/15/2015

Subject:

Public Hearing for an Ordinance for Case No. ROW15-03: Request of Genesis Health Systems for the right-of-way vacation (abandonment) of 860 square feet, more or less, of an alley located immediately north of Lot 4 of Block 2 of Ferndale Addition (1314 Elm Street). [5th Ward]

Recommendation:

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

At its March 31, 2015 meeting, the Plan and Zoning Commission accepted the findings and forward Case No. ROW15-03 to the City Council for approval, with the following condition:

1. A public utility easement be maintained within the property proposed for vacation.

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

Relationship to Goals:

Added Emphasis on Economic Development

Background:

Adjoining properties have been acquired by Genesis Heath for the purpose of facilitating its expansion of the East Campus.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Legal Notice
☐ Cover Memo	Commission Letter

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	4/6/2015 - 5:09 PM

TO BE PUBLISHED IN THE APRIL 8, 2015 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO No. 1514708 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

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Thence South, a distance of 20 feet to the northeast corner of said lot4;

Thence West along the south right of way line of said public alley, a distance of 43 feet to the point of beginning.

Property contains 860 square feet, more or less.

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

1. That a public utility easement be established upon the alley property deemed for vacation.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, April 15, 2015 at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances. PO No. 1514708.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: planning@ci.davenport.ia.us



Community Planning and Economic Development Department
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April 1, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 31, 2015, the City Plan and Zoning Commission considered Case No. ROW15-03: Request of Genesis Health Systems to vacate 860 square feet of public right-of-way (alley) located immediately north of 1314 Elm Street.

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-03 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 3rd

Action / Date

3/18/2015

Subject:

Third Consideration: Ordinance for Case No. ROW15-01, Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets. [3rd Ward]

Recommendation:

Findings:

- The vacation would likely reduce ongoing (& likely increased) maintenance costs to the City.
- The proposed access easement should satisfy the City's and adjacent owner's needs.

The Plan and Zoning Commission accepts the listed finding(s) and forwards Case No. ROW15-01 to the City Council for approval subject to the following condition(s):

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

The Commission vote was 7-yes and 0-no.

Relationship to Goals:

Neighborhood Improvement

Background:

The petitioner wishes to locate electrical transformer boxes in the center portion of the area to be vacated. Easements with all utility providers have been or will be negotiated in good faith to allow all existing and future utilities to be maintained in the area now designated as public alley way. Service delivery vehicles will be able to use approximately 20 feet at each end of the existing alley for future deliveries.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
☐ Ordinance	Ordinance
☐ Backup Material	ROW15-01 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/7/2015 - 3:59 PM

ORDINANCE NO.

An Ordinance for Case No. Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets. [3rd Ward]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned. The property has the following legal description:

Part of the Northeast Quarter Section 35, Township 78 North, Range 3 East of the 5th P.M. being more particularly described as follows: The entire east-west alley between Main Street and Brady Street of Block 43 of LeClaire's 1st Addition to the City of Davenport, Iowa.

The above described tract of land contains 6,400 sq. ft., more or less.

The City Plan and Zoning Commission accepted the listed findings and forwards Case No. ROW15-01 to the City Council for approval subject to the following:

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____

March 4, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 3, 2015, the City Plan and Zoning Commission considered Case No. Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets. [3rd Ward]

Findings:

- The vacation would likely reduce ongoing (& likely increased) maintenance costs to the City.
- The proposed access easement should satisfy the City's and adjacent owner's needs.

The Plan and Zoning Commission accept the listed finding(s) and forward Case No. ROW15-01 to the City Council for approval subject to the following condition(s):

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

Respectfully submitted



Robert Inghram, Chairperson
City Plan and Zoning Commission

		APPROVED	APPROVED	APPROVED	APPROVED	APPROVED			
Name:	Roll Call	REZ15-02 Glen Smithe 1655 W 17th St	REZ15-03 Arrowhead LLC Amend Ord 2004- 234	FDP15-02 Arrowhead LLC SW cor Elmore Ave & VMP	F15-04 Sally's 2nd	ROW15-01 City Sq LLC North Block LLC			
Connell	P	Y	Y	Y	Y	Y			
D'Autremont	EX								
Elgatian	P	Y	Y	Y	Y	Y			
Gere	EX								
Inghram	P								
Kelling	P	Y	Y	Y	Y	Y			
Lammers	P	Y	Y	Y	Y	Y			
Maness	EX								
Martin	P	Y	Y	Y	Y	Y			
Martinez	P	Y	Y	Y	Y	Y			
Tallman	P	Y	Y	Y	Y	AB			
		7-YES 0-NO 0-ABSTAIN	7-YES 0-NO 0-ABSTAIN	7-YES 0-NO 0-ABSTAIN	7-YES 0-NO 0-ABSTAIN	6-YES 0-NO 1-ABSTAIN			



City of Davenport
Community Planning & Economic Development Department
P&Z MEETING REPORT

PLAN AND ZONING COMMISSION

Meeting Date: March 3, 2015
Request: Alley Right-Of-Way vacation/abandonment
Address: 200 Block of Main St/Brady St
Case No.: ROW15-01
Applicant: City Square LLC/North Block LLC

INTRODUCTION

Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets.

Recommendation: Staff recommends approval of ROW15-01 with the conditions stated in this report under the recommendation section.

AREA CHARACTERISTICS:

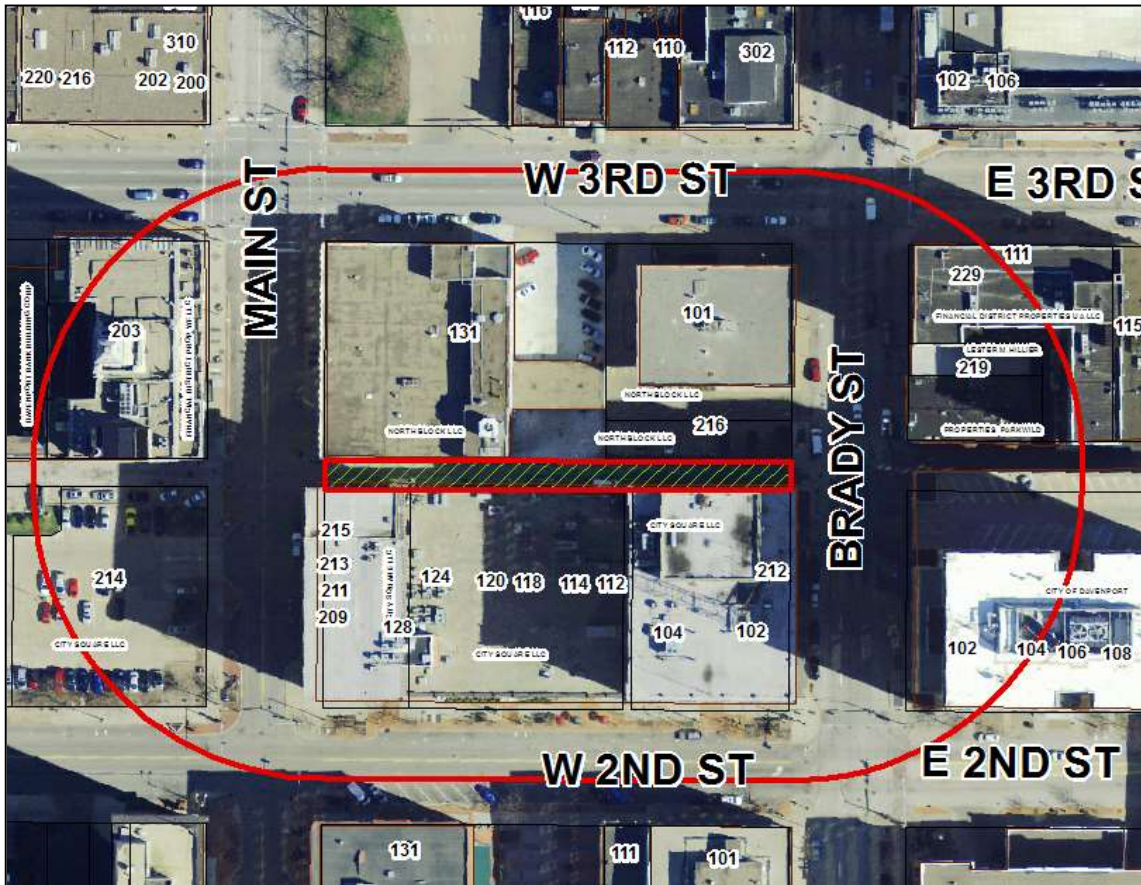
Zoning Map:



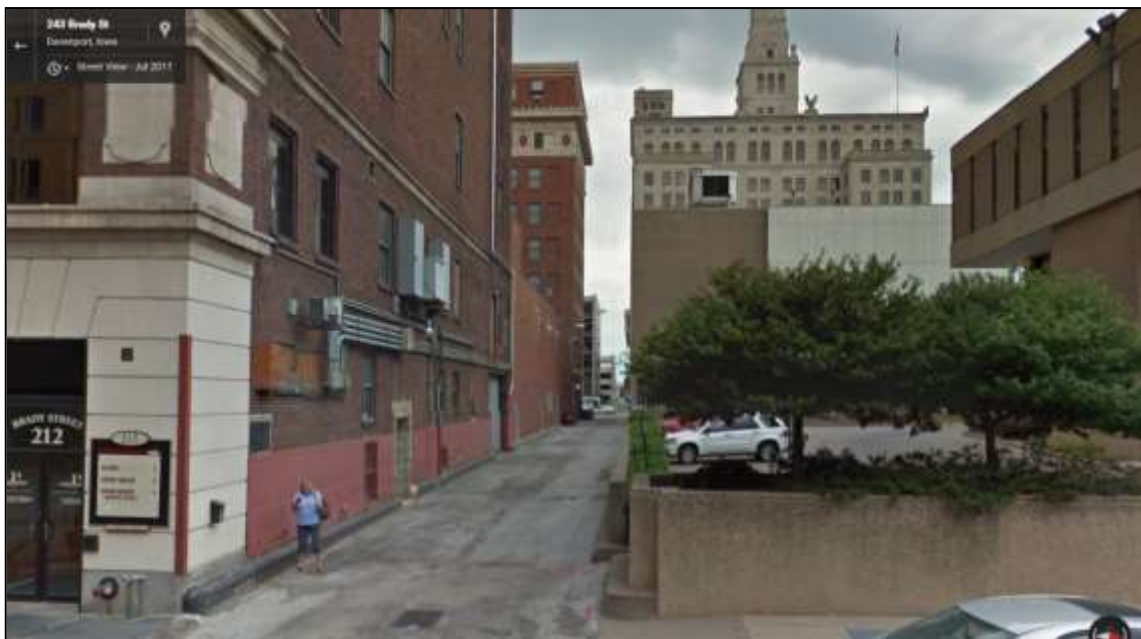
Davenport 2025:



Aerial Photo:



Site Photo:





BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Central Business District (CBD)

Description: This category is truly a mixed-use designation including residential and commercial uses of the highest density.

Relevant *Davenport 2025* Goals and Objectives:

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

Iowa Smart Planning Principles:

Relevant Iowa Smart Planning Principles which may be considered when reviewing this case:

- ***Community Character***
Planning, zoning, development, and resource management should promote activities and development that are consistent with the character and

architectural style of the community and should respond to local values regarding the physical character of the community.

- **Revitalization**

Planning, zoning, development, and resource management should facilitate the revitalization of established town centers and neighborhoods by promoting development that conserves land, protects historic resources, promotes pedestrian accessibility, and integrates different uses of property. Remediation and reuse of existing sites, structures, and infrastructure is preferred over new construction in undeveloped areas.

Technical Review:

Streets. Existing street capacity will not be negatively impacted by the proposed vacation, only the removal of the alley on this block.

Storm Water. The site will continue to utilize existing city stormwater utilities. No change in the impact to these services is expected or likely.

Sanitary Sewer. Sanitary sewer service would continue to be utilized by the adjacent development.

Other Utilities. All local utilities have been notified of this request and are negotiating easements that would allow them to continue to have utilities located in this same location.

Emergency Services. Police and Fire have also been notified of the request. The Police Department has no issues with the request.

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

PUBLIC INPUT

Property owners within 200 feet of the subject property were also notified by city staff.

DISCUSSION

The petitioner wishes to locate electrical transformer boxes in the center portion of the area to be vacated. Easements with all utility providers have been or will be negotiated in good faith to allow all existing and future utilities to be maintained in the area now designated as public alley way. Service delivery vehicles will be able to use approximately 20 feet at each end of the existing alley for future deliveries.

STAFF RECOMMENDATION

Staff recommends approval of ROW15-01 the request subject to the following conditions:

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

Prepared by:

Scott Koops, AICP

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

PETITIONER:

Name: CITY SQUARE LLC & NORTH BLOCK LLC
Address: 3701 LINDELL BLVD, STL, MO
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM
Interest in land: X title holder other** corr

** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON:

Name: AMY GILL
Address: 3701 LINDELL BLVD. ST LOUIS MO 63108
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM

LOCATION (DESCRIPTIVE):

ALLEY RUNNING EAST WEST BEHIND
PARCELS COMMONLY KNOWN AS PARKER/PUTNAM,
MIDWEST BANK AND SOCIAL SECURITY BUILDINGS.
PDF ATTACHED

LEGAL DESCRIPTION:

SEE ATTACHED FOR ALL PROPERTIES.

AREA: (in square feet)

6460 Sq. FT.

REASON FOR REQUEST:

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

SEE ATTACHED DRAWING. CLOSURE OF
ALLEY TO FACILITATE PLACEMENT
OF TRANSFORMERS, DRIVE AND LOADING
AREAS. SEE PDF

SIGNATURE OF PETITIONER:

Ammellea Gill DATE: 1-27-15

PROCESSING FEE:

\$400.00 PLEASE CALL
FOR CC #

DATE PAID:

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-11

 Property Location: **128 W 2ND ST**
 DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:001 Block:043 LECLAIRE'S 1ST ADD W 60' LOT 1

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 001

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

 CITY SQUARE LLC
 3701 LINDELL BLVD
 SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

 Purchase Price : \$2,279,500 (Nearest
 \$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092278

 Certificate Buyer: B & V PARTNERS
 LLC 216; 2490 HEATHER GLEN AVE;
 Bettendorf, IA; 52722

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$24,481.00

Subsequent Tax Total: \$0.00

Redemption Total: \$25,460.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$979.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131429

 Certificate Buyer: HI 53, LC; 2920 N
 HARRISON STREET; DAVENPORT;
 IA; 52803

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$25,869.00

Subsequent Tax Total: \$0.00

Redemption Total: \$27,939.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,070.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 071674

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Parcel Ownership/Valuation/Tax Summary**

Scott County, Iowa

Parcel ID: L0010-12A

Property Location: 112 W 2ND ST
DAVENPORT, IA**Legal Description:**LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC NON- TAXABLE PORTION)**AddNum / Sect:**

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092279

Certificate Buyer: HI 65, LC; 2920 N
HARRISON STREET; DAVENPORT;
IA; 52803

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$3,749.00

Subsequent Tax Total: \$0.00

Redemption Total: \$3,899.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$150.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131430

Certificate Buyer: ACC 85 LLC; PO
BOX 762; Dubuque; IA; 52004

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$12,140.00

Subsequent Tax Total: \$0.00

Redemption Total: \$13,111.00

Redemption Total as of: 2013-09-23

Status: Redeemed

Penalty: \$0.00

Interest: \$971.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-12B

Property Location: 116 W 2ND ST
DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC TAXABLE PORTION)

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: E EXEMPT CLASSES

Deed Date: 12/4/2012

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2012 -38649

Deed Page:

Contract Page:

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$0	-	\$0	\$0	\$0	\$0
Buildings	\$0	-	\$0	\$0	\$0	\$0
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$261,100	-	\$261,100	-	\$261,100	-
Gross Taxable	\$261,100	-	\$261,100	\$0	\$0	\$0
Military	0	-	0	0	0	0
Net Taxable	\$0	-	\$0	\$0	(\$261,100)	\$0

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-13

Property Location: 104 W 2ND ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:005 Block:043 LECLAIRE'S 1ST ADD E 44' LOT 4 & ALL OF

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 005

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 131431

Certificate Buyer: FRTL-A150, LLC
AND UMB BANK NA; PO Box 17901;
Denver; CO; 80217

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$26,668.00

Subsequent Tax Total: \$0.00

Redemption Total: \$28,801.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,133.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 092280

Certificate Buyer: STEVE SODEMAN
QCA INVESTMENTS 3 LLC; 3719 N
THORNWOOD AV; DAVENPORT; IA;
52806

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$22,756.00

Subsequent Tax Total: \$0.00

Redemption Total: \$23,666.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$910.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-01

Property Location: 216 BRADY ST
DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:007 Block:043 LECLAIRE'S 1ST ADD S 26' OF LOTS 6 &

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 007

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$68,300	-	\$68,300	\$64,885	\$68,300	\$68,300
Buildings	\$4,500	-	\$4,500	\$4,275	\$4,500	\$4,500
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$0	-	\$0	-	\$0	-
Gross Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Military	0	-	0	0	0	0
Net Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Gross Taxes	-	-	-	\$3,155.18	-	\$3,388.30
Homestead Credit	-	-	-	\$0.00	-	\$0.00
Ag Land Credit	-	-	-	\$0.00	-	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-02A

Property Location: 101 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:006 Block:043 LECLAIRE'S 1ST ADD LOTS 6 AND 7 (EXC S 26')

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 006

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Special Assessment amounts are accurate through 1/26/2015.

Date/Project: 12/2/2013

Assessment: \$9.24

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	311952	\$14.24	\$0.00

Date/Project: 10/1/2013

Assessment: \$12.66

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	307007	\$17.66	\$0.00

Date/Project: 9/3/2013

Assessment: \$10.73

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	5/30/2014	305165	\$15.73	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-08B

Property Location: 131 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot: 010 Block: 043 LECLAIRE'S 1ST ADD LOTS 8, 9, & 10

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 010

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 12/22/2014

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2014 -32519

Deed Page:

Contract Page:

Revenue Stamp: \$2,879.20

Purchase Price : \$1,800,000 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*

Date/Project: 1/2/2014

Assessment: \$87.13

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	1/15/2014	312763	\$92.13	\$0.00

Date/Project: 4/2/2013

Assessment: \$7.80

1st Payment Date: 9/30/2013

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	9/30/2013	351933	\$12.80	\$0.00

Date/Project: 3/21/2013

Assessment: \$90.00

1st Payment Date: 9/30/2013

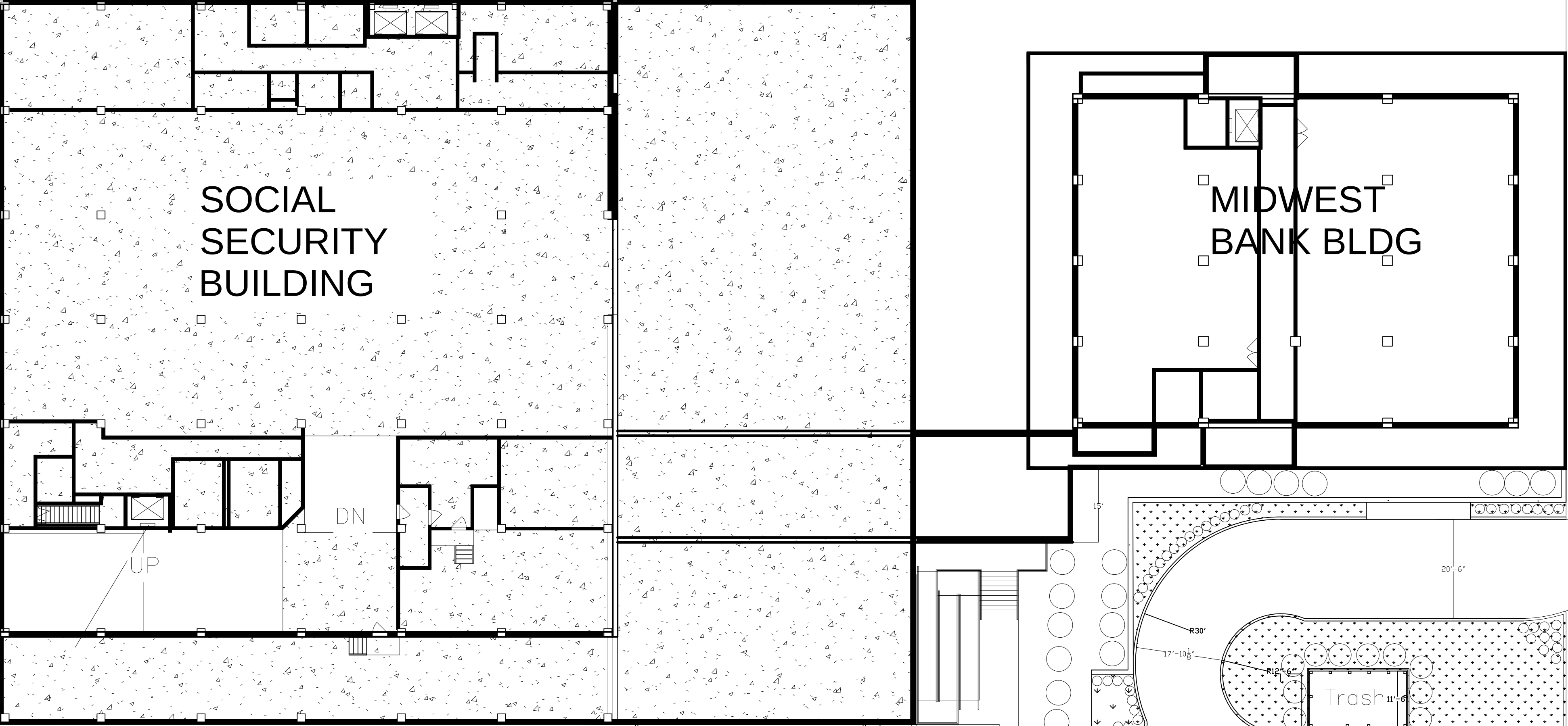
Pay Off: \$0.00

Type: SNOW REMOVAL

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	3/27/2013	351878	\$95.00	\$0.00

W. 3rd STREET

N MAIN STREET



SOCIAL
SECURITY
BUILDING

MIDWEST
BANK BLDG

PUTNAM
BUILDING

CENTER
BUILDING

PARKER
BUILDING

ALLEY

TRANSFORMER

PEDESTRIAN
WALK

LOADING
ZONE

LOADING
ZONE

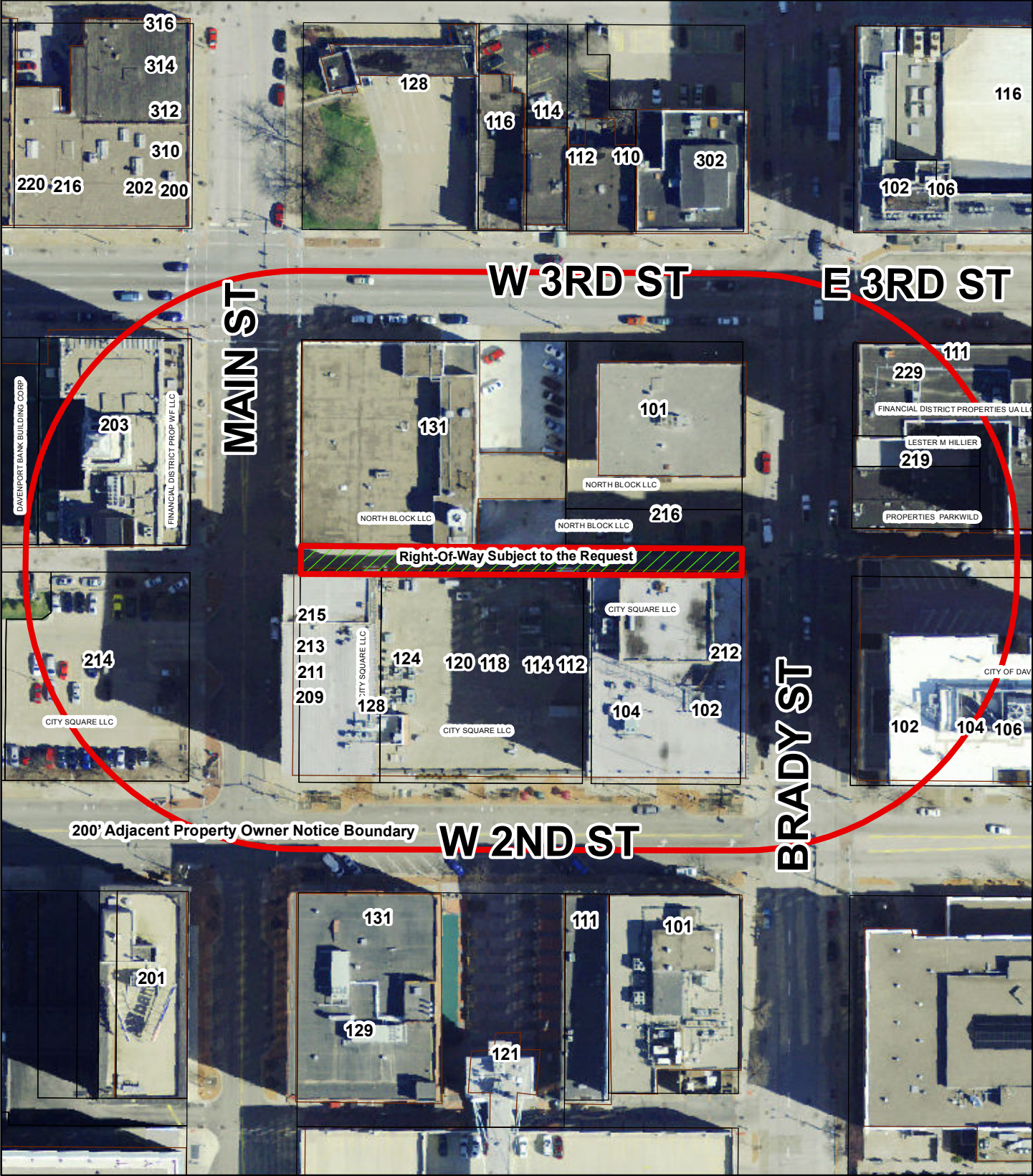
Trash

BRADY STREET

W 2nd STREET

SURFACE
PARKING

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



0 50 100 200 300 400 Feet

1 inch = 100 feet



PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – FEBRUARY 17, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday February 17, 2014** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday March 3, 2014. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

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

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

(detach here)

The undersigned – **opposes / does not oppose** (circle one) the Petition of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less

Comments: _____

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

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



MidAmerican Energy Company
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808-4350

February 9, 2015

Mr. Scott E. Koops, EICP
Planner II
226 West Fourth Street
Davenport, Iowa 52801

RE: Proposed Vacation #ROW 041-15
East/West Alley between Main Street and Brady Street between W. 2nd and 3rd Street
NE ¼ Section 35, Township 78N, Range 3 East, 5th PM, Scott County, IA

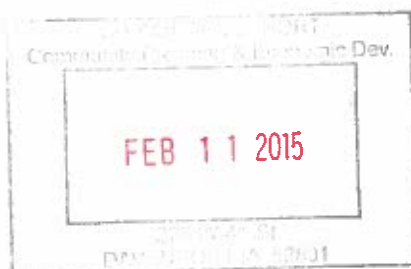
Dear Mr. Koops:

Thank you for your notice concerning the proposed 20' x 325'± wide alley vacation at the above referenced location.

MidAmerican Energy personnel have completed their review of the proposed vacation and do not oppose. MidAmerican maintains underground electric facilities within the proposed vacation area. In the event a vacation ordinance is adopted, it is requested that a reservation be included to maintain, operate, remove, repair, replace, construct, reconstruct or relocate the electric facilities within the entire vacated alley right of way. It is also requested a copy of the ordinance be forwarded to this office.

Sincerely,

Dawn M. Carlson
Right of Way Agent



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

PETITIONER:

Name: CITY SQUARE LLC & NORTH BLOCK LLC
Address: 3701 LINDELL BLVD, STL, MO
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM
Interest in land: X title holder other** corr

** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON:

Name: AMY GILL
Address: 3701 LINDELL BLVD. ST LOUIS MO 63108
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM

LOCATION (DESCRIPTIVE):

ALLEY RUNNING EAST WEST BEHIND
PARCELS COMMONLY KNOWN AS PARKER/PUTNAM,
MIDWEST BANK AND SOCIAL SECURITY BUILDINGS.
PDF ATTACHED

LEGAL DESCRIPTION:

SEE ATTACHED FOR ALL PROPERTIES.

AREA: (in square feet)

6460 Sq. FT.

REASON FOR REQUEST:

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

SEE ATTACHED DRAWING. CLOSURE OF
ALLEY TO FACILITATE PLACEMENT
OF TRANSFORMERS, DRIVE AND LOADING
AREAS. SEE PDF

SIGNATURE OF PETITIONER:

Ammellea Gill DATE: 1-27-15

PROCESSING FEE:

\$400.00 PLEASE CALL
FOR CC #

DATE PAID:

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-11

Property Location: 128 W 2ND ST
DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:001 Block:043 LECLAIRE'S 1ST ADD W 60' LOT 1

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 001

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092278

Certificate Buyer: B & V PARTNERS
LLC 216; 2490 HEATHER GLEN AVE;
Bettendorf, IA; 52722

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$24,481.00

Subsequent Tax Total: \$0.00

Redemption Total: \$25,460.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$979.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131429

Certificate Buyer: HI 53, LC; 2920 N
HARRISON STREET; DAVENPORT;
IA; 52803

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$25,869.00

Subsequent Tax Total: \$0.00

Redemption Total: \$27,939.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,070.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 071674

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Parcel Ownership/Valuation/Tax Summary**

Scott County, Iowa

Parcel ID: L0010-12A

Property Location: 112 W 2ND ST
DAVENPORT, IA**Legal Description:**LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC NON- TAXABLE PORTION)**AddNum / Sect:**

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092279

Certificate Buyer: HI 65, LC; 2920 N
HARRISON STREET; DAVENPORT;
IA; 52803

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$3,749.00

Subsequent Tax Total: \$0.00

Redemption Total: \$3,899.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$150.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131430

Certificate Buyer: ACC 85 LLC; PO
BOX 762; Dubuque; IA; 52004

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$12,140.00

Subsequent Tax Total: \$0.00

Redemption Total: \$13,111.00

Redemption Total as of: 2013-09-23

Status: Redeemed

Penalty: \$0.00

Interest: \$971.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-12B

Property Location: 116 W 2ND ST
DAVENPORT, IA**Legal Description:**LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC TAXABLE PORTION)

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: E EXEMPT CLASSES

Deed Date: 12/4/2012

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2012 -38649

Deed Page:

Contract Page:

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$0	-	\$0	\$0	\$0	\$0
Buildings	\$0	-	\$0	\$0	\$0	\$0
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$261,100	-	\$261,100	-	\$261,100	-
Gross Taxable	\$261,100	-	\$261,100	\$0	\$0	\$0
Military	0	-	0	0	0	0
Net Taxable	\$0	-	\$0	\$0	(\$261,100)	\$0

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-13

Property Location: 104 W 2ND ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:005 Block:043 LECLAIRE'S 1ST ADD E 44' LOT 4 & ALL OF

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 005

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 131431

Certificate Buyer: FRTL-A150, LLC
AND UMB BANK NA; PO Box 17901;
Denver; CO; 80217

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$26,668.00

Subsequent Tax Total: \$0.00

Redemption Total: \$28,801.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,133.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 092280

Certificate Buyer: STEVE SODEMAN
QCA INVESTMENTS 3 LLC; 3719 N
THORNWOOD AV; DAVENPORT; IA;
52806

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$22,756.00

Subsequent Tax Total: \$0.00

Redemption Total: \$23,666.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$910.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-01

Property Location: 216 BRADY ST
DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:007 Block:043 LECLAIRE'S 1ST ADD S 26' OF LOTS 6 &

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 007

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$68,300	-	\$68,300	\$64,885	\$68,300	\$68,300
Buildings	\$4,500	-	\$4,500	\$4,275	\$4,500	\$4,500
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$0	-	\$0	-	\$0	-
Gross Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Military	0	-	0	0	0	0
Net Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Gross Taxes	-	-	-	\$3,155.18	-	\$3,388.30
Homestead Credit	-	-	-	\$0.00	-	\$0.00
Ag Land Credit	-	-	-	\$0.00	-	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-02A

Property Location: 101 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:006 Block:043 LECLAIRE'S 1ST ADD LOTS 6 AND 7 (EXC S 26')

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 006

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Special Assessment amounts are accurate through 1/26/2015.

Date/Project: 12/2/2013

Assessment: \$9.24

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	311952	\$14.24	\$0.00

Date/Project: 10/1/2013

Assessment: \$12.66

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	307007	\$17.66	\$0.00

Date/Project: 9/3/2013

Assessment: \$10.73

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	5/30/2014	305165	\$15.73	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-08B

Property Location: 131 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot: 010 Block: 043 LECLAIRE'S 1ST ADD LOTS 8, 9, & 10

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 010

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 12/22/2014

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2014 -32519

Deed Page:

Contract Page:

Revenue Stamp: \$2,879.20

Purchase Price : \$1,800,000 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*

Date/Project: 1/2/2014

Assessment: \$87.13

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	1/15/2014	312763	\$92.13	\$0.00

Date/Project: 4/2/2013

Assessment: \$7.80

1st Payment Date: 9/30/2013

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	9/30/2013	351933	\$12.80	\$0.00

Date/Project: 3/21/2013

Assessment: \$90.00

1st Payment Date: 9/30/2013

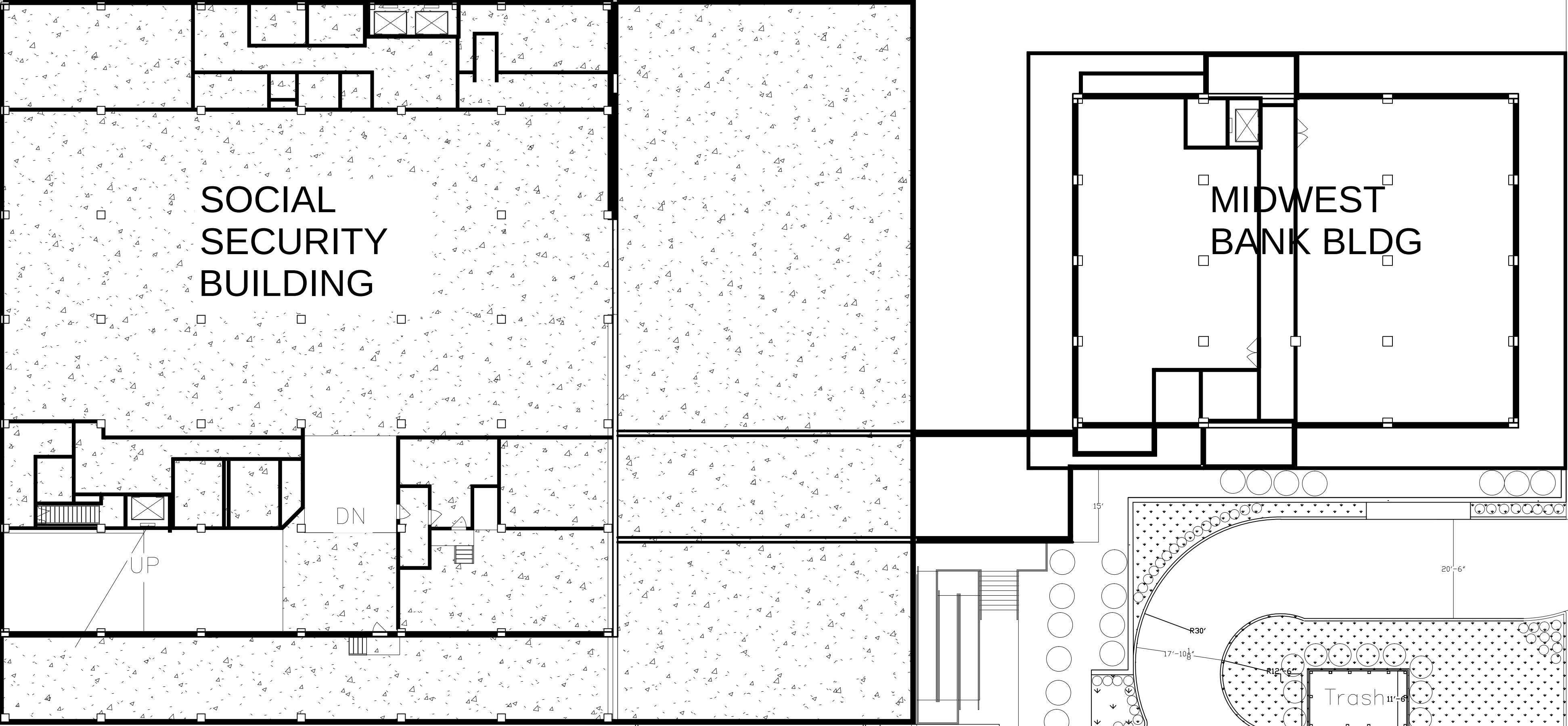
Pay Off: \$0.00

Type: SNOW REMOVAL

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	3/27/2013	351878	\$95.00	\$0.00

W. 3rd STREET

N MAIN STREET



BRADY STREET

PUTNAM BUILDING

CENTER BUILDING

PARKER BUILDING

W 2nd STREET

SURFACE PARKING

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

PETITIONER:

Name: CITY SQUARE LLC & NORTH BLOCK LLC
Address: 3701 LINDELL BLVD, STL, MO
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM
Interest in land: X title holder other** corr

** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON:

Name: AMY GILL
Address: 3701 LINDELL BLVD. ST LOUIS MO 63108
Phone: 314-446-4525 FAX: 314-446-4546
Mobile Phone: 314-541-2698 Email: AMY@CHECKMATEDESIGN.COM

LOCATION (DESCRIPTIVE):

ALLEY RUNNING EAST WEST BEHIND
PARCELS COMMONLY KNOWN AS PARKER/PUTNAM,
MIDWEST BANK AND SOCIAL SECURITY BUILDINGS.
PDF ATTACHED

LEGAL DESCRIPTION:

SEE ATTACHED FOR ALL PROPERTIES.

AREA: (in square feet)

6460 Sq. FT.

REASON FOR REQUEST:

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

SEE ATTACHED DRAWING. CLOSURE OF
ALLEY TO FACILITATE PLACEMENT
OF TRANSFORMERS, DRIVE AND LOADING
AREAS. SEE PDF

SIGNATURE OF PETITIONER:

Ammellea Gill DATE: 1-27-15

PROCESSING FEE:

\$400.00 PLEASE CALL
FOR CC #

DATE PAID:

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-11

 Property Location: **128 W 2ND ST**
 DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:001 Block:043 LECLAIRE'S 1ST ADD W 60' LOT 1

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 001

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

 CITY SQUARE LLC
 3701 LINDELL BLVD
 SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest \$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092278

 Certificate Buyer: B & V PARTNERS
 LLC 216; 2490 HEATHER GLEN AVE;
 Bettendorf, IA; 52722

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$24,481.00

Subsequent Tax Total: \$0.00

Redemption Total: \$25,460.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$979.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131429

 Certificate Buyer: HI 53, LC; 2920 N
 HARRISON STREET; DAVENPORT;
 IA; 52803

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$25,869.00

Subsequent Tax Total: \$0.00

Redemption Total: \$27,939.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,070.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 071674

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Parcel Ownership/Valuation/Tax Summary**

Scott County, Iowa

Parcel ID: L0010-12A

Property Location: 112 W 2ND ST
DAVENPORT, IA**Legal Description:**LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC NON- TAXABLE PORTION)**AddNum / Sect:**

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 092279

Certificate Buyer: HI 65, LC; 2920 N
HARRISON STREET; DAVENPORT;
IA; 52803

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$3,749.00

Subsequent Tax Total: \$0.00

Redemption Total: \$3,899.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$150.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 131430

Certificate Buyer: ACC 85 LLC; PO
BOX 762; Dubuque; IA; 52004

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$12,140.00

Subsequent Tax Total: \$0.00

Redemption Total: \$13,111.00

Redemption Total as of: 2013-09-23

Status: Redeemed

Penalty: \$0.00

Interest: \$971.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0010-12B

Property Location: 116 W 2ND ST
DAVENPORT, IA**Legal Description:**LECLAIRE'S 1ST ADD Lot:004 Block:043 LECLAIRE'S 1ST ADD E 4' OF LOT 1 & ALL OF LOTS 2 & 3 & W 20' LOT 4
(EXC TAXABLE PORTION)

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 004

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108

Contract Holder:

Mail To:

Class: E EXEMPT CLASSES

Deed Date: 12/4/2012

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2012 -38649

Deed Page:

Contract Page:

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$0	-	\$0	\$0	\$0	\$0
Buildings	\$0	-	\$0	\$0	\$0	\$0
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$261,100	-	\$261,100	-	\$261,100	-
Gross Taxable	\$261,100	-	\$261,100	\$0	\$0	\$0
Military	0	-	0	0	0	0
Net Taxable	\$0	-	\$0	\$0	(\$261,100)	\$0

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Parcel Ownership/Valuation/Tax Summary**

Scott County, Iowa

Parcel ID: L0010-13

Property Location: 104 W 2ND ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:005 Block:043 LECLAIRE'S 1ST ADD E 44' LOT 4 & ALL OF

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 005

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:CITY SQUARE LLC
3701 LINDELL BLVD
SAINT LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

SubClass:

Transfer Document No.: 2012 -38649

Revenue Stamp: \$3,646.40

Purchase Price : \$2,279,500 (Nearest
\$500)

Deed Date: 12/4/2012

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Tax Certificate #: 131431

Certificate Buyer: FRTL-A150, LLC
AND UMB BANK NA; PO Box 17901;
Denver; CO; 80217

Tax Sale Cert. Date: 6/17/2013

Tax Sale Total: \$26,668.00

Subsequent Tax Total: \$0.00

Redemption Total: \$28,801.00

Redemption Total as of: 2013-09-18

Status: Redeemed

Penalty: \$0.00

Interest: \$2,133.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

Tax Certificate #: 092280

Certificate Buyer: STEVE SODEMAN
QCA INVESTMENTS 3 LLC; 3719 N
THORNWOOD AV; DAVENPORT; IA;
52806

Tax Sale Cert. Date: 6/15/2009

Tax Sale Total: \$22,756.00

Subsequent Tax Total: \$0.00

Redemption Total: \$23,666.00

Redemption Total as of: 2009-07-23

Status: Redeemed

Penalty: \$0.00

Interest: \$910.00

Additional Costs: \$0.00

Certificate Fee: \$20.00

Bid Down Percentage: 100 %

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-01

Property Location: 216 BRADY ST
DAVENPORT, IA

Legal Description:

LECLAIRE'S 1ST ADD Lot:007 Block:043 LECLAIRE'S 1ST ADD S 26' OF LOTS 6 &

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 007

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108

Contract Holder:

Mail To:

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Taxing District: DADDS - DAVENPORT DAVENPORT
DOWNTOWN SMID

School District: DAVENPORT SCHOOL

Misc. District:

	2014 VALUATION		2013 VALUATION		2012 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$68,300	-	\$68,300	\$64,885	\$68,300	\$68,300
Buildings	\$4,500	-	\$4,500	\$4,275	\$4,500	\$4,500
Dwellings	\$0	-	\$0	\$0	\$0	\$0
Exempt	\$0	-	\$0	-	\$0	-
Gross Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Military	0	-	0	0	0	0
Net Taxable	\$72,800	-	\$72,800	\$69,160	\$72,800	\$72,800
Gross Taxes	-	-	-	\$3,155.18	-	\$3,388.30
Homestead Credit	-	-	-	\$0.00	-	\$0.00
Ag Land Credit	-	-	-	\$0.00	-	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-02A

Property Location: 101 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot:006 Block:043 LECLAIRE'S 1ST ADD LOTS 6 AND 7 (EXC S 26')

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 006

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 2/7/2013

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2013 -4364

Deed Page:

Contract Page:

Revenue Stamp: \$0.00

Purchase Price : n/a

Special Assessment amounts are accurate through 1/26/2015.

Date/Project: 12/2/2013

Assessment: \$9.24

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	311952	\$14.24	\$0.00

Date/Project: 10/1/2013

Assessment: \$12.66

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	9/30/2014	307007	\$17.66	\$0.00

Date/Project: 9/3/2013

Assessment: \$10.73

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	5/30/2014	305165	\$15.73	\$0.00

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Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: L0007-08B

Property Location: 131 W 3RD ST
DAVENPORT, IA**Legal Description:**

LECLAIRE'S 1ST ADD Lot: 010 Block: 043 LECLAIRE'S 1ST ADD LOTS 8, 9, & 10

AddNum / Sect:

Block / Twp: 043

Lot / Rng: 010

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:NORTH BLOCK LLC
3701 LINDELL BLVD
ST LOUIS MO 63108**Contract Holder:****Mail To:**

Class: C COMMERCIAL

Deed Date: 12/22/2014

Contract Date:

SubClass:

Deed Book:

Contract Book:

Transfer Document No.: 2014 -32519

Deed Page:

Contract Page:

Revenue Stamp: \$2,879.20

Purchase Price : \$1,800,000 (Nearest
\$500)*Special Assessment amounts are accurate through 1/26/2015.*

Date/Project: 1/2/2014

Assessment: \$87.13

1st Payment Date: 9/30/2014

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2014	1/15/2014	312763	\$92.13	\$0.00

Date/Project: 4/2/2013

Assessment: \$7.80

1st Payment Date: 9/30/2013

Pay Off: \$0.00

Type: UTILITY FEES

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	9/30/2013	351933	\$12.80	\$0.00

Date/Project: 3/21/2013

Assessment: \$90.00

1st Payment Date: 9/30/2013

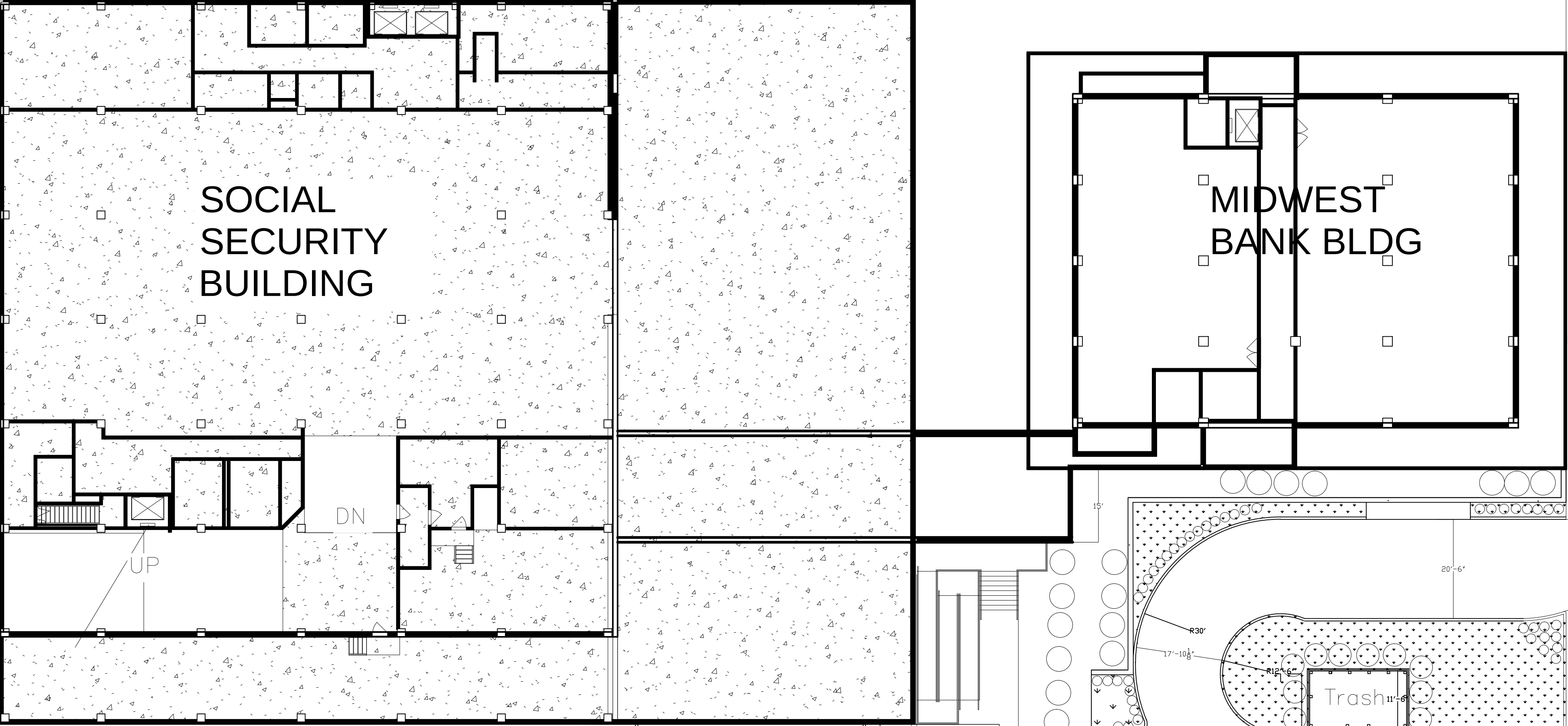
Pay Off: \$0.00

Type: SNOW REMOVAL

Payment #	Year Due	Date Paid	Receipt	Installment	Unpaid Balance
1	2013	3/27/2013	351878	\$95.00	\$0.00

W. 3rd STREET

N MAIN STREET



SOCIAL
SECURITY
BUILDING

MIDWEST
BANK BLDG

PUTNAM
BUILDING

CENTER
BUILDING

PARKER
BUILDING

ALLEY

TRANSFORMER

PEDESTRIAN
WALK

LOADING
ZONE

LOADING
ZONE

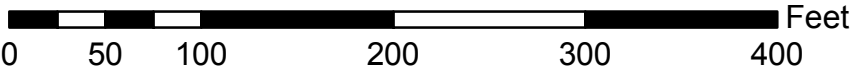
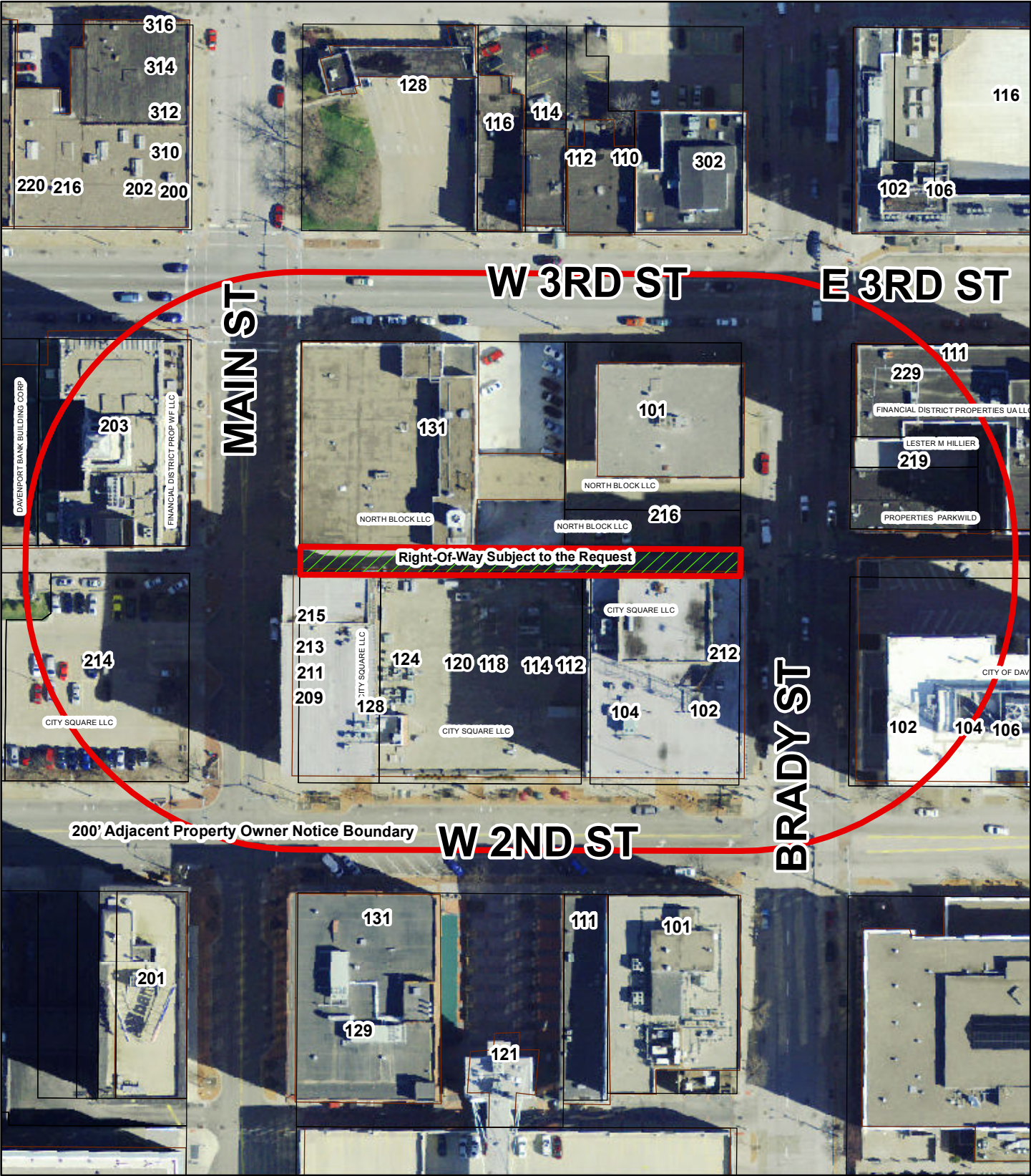
Trash

BRADY STREET

W 2nd STREET

SURFACE
PARKING

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



1 inch = 100 feet



PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – FEBRUARY 17, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday February 17, 2014** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday March 3, 2014. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

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

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

(detach here)

The undersigned – **opposes / does not oppose** (circle one) the Petition of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less

Comments: _____

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

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



MidAmerican Energy Company
106 East Second Street
P.O. Box 4350
Davenport, Iowa 52808-4350

February 9, 2015

Mr. Scott E. Koops, EICP
Planner II
226 West Fourth Street
Davenport, Iowa 52801

RE: Proposed Vacation #ROW 041-15
East/West Alley between Main Street and Brady Street between W. 2nd and 3rd Street
NE ¼ Section 35, Township 78N, Range 3 East, 5th PM, Scott County, IA

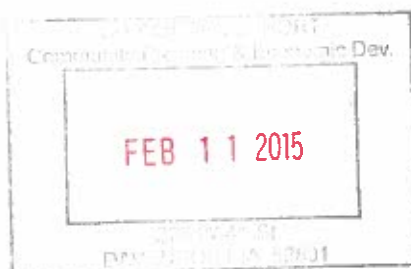
Dear Mr. Koops:

Thank you for your notice concerning the proposed 20' x 325'± wide alley vacation at the above referenced location.

MidAmerican Energy personnel have completed their review of the proposed vacation and do not oppose. MidAmerican maintains underground electric facilities within the proposed vacation area. In the event a vacation ordinance is adopted, it is requested that a reservation be included to maintain, operate, remove, repair, replace, construct, reconstruct or relocate the electric facilities within the entire vacated alley right of way. It is also requested a copy of the ordinance be forwarded to this office.

Sincerely,

Dawn M. Carlson
Right of Way Agent



PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – FEBRUARY 17, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday February 17, 2014** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday March 3, 2014. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

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

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

(detach here)

The undersigned – **opposes / does not oppose** (circle one) the Petition of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less

Comments: _____

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

NAME _____
ADDRESS _____
DATE _____

(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

COPY OF NOTICE
EXHIBIT "A"

AFFIDAVIT OF PUBLICATION

NOTICE
PUBLIC HEARING
TUESDAY - FEBRUARY 17, 2015
5:00 P.M.
COUNCIL CHAMBERS
DAVENPORT CITY HALL
226 WEST 4th STREET
DAVENPORT, IOWA

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

1. Case No. REZ15-02: Request of Glen Smith for the rezoning of 11,025 square feet, of real property, more or less, located at 1655 West 17th Street from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to allow retail sales. Property has been a non-conforming office-service use.

2. Case No. REZ15-03: Request of Arrowhead LLC for an amendment to conditions for City Ordinance 2004-234 to allow vehicle sales and rental along with ancillary public garage services associated with a car dealership on 19.00 acres, more or less, of real property located south of Veterans Memorial Parkway and west of Elmore Avenue extended. Property is zoned PDD Planned Development District.

3. Case No. ROW15-01: Request of City Square LLC/North Block LLC for the right-of-way vacation (abandonment) of 6,400 square feet, more or less, of a twenty (20) foot east-west alley located in the block bounded by 2nd and 3rd Streets and Main and Brady Streets.

Public hearings on the above matter(s) are scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, February 17, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s). PO 1511265

Community Planning
& Economic Development
Phone: (563) 326-7765
E-MAIL: planning@ci.davenport.iowa.us

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:

2-7

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

Kim Coopman

Subscribed and sworn to before me by said affiant this

7th

day of

February

20

15

Stephen H. Thor



STEPHEN H. THOR
Commission Number 168839
My Commission Expires
3-24-15

Notary Public in and for Scott County, Iowa

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 2nd

Action / Date

4/1/2015

Subject:

Second Consideration: Ordinance for Case No. REZ15-04 being the petition of Amerco Real Estate dba U-Haul for the rezoning of 10.1 acres, more or less, of real property located at 3616 West Kimberly Road from "C-2" General Commercial District to "PDD" Planned Development District to establish U-Haul self-storage facility and dealership. [2nd Ward]

Recommendation:

Findings:

- The rezoning facilitates the reuse of a vacant big-box retail building and site.
- The rezoning conforms to the Comprehensive Plan.

The City Plan and Zoning Commission accepted the findings and forwards Case No. REZ15-04 to the City Council for approval subject to the following conditions:

1. That the rezoning be subject to compliance with Chapter 17.41 of the Davenport City Code entitled "HCOD" Highway Corridor Overlay District.
2. That development in general conform to the proposed site plan from AMERCO Real Estate Company dated 02/27/15 sheet SP-1 (shown below).
3. Additional storage units will require compliance with the PDD Final Development Plan process and due to concerns regarding access and screening the abutting owners will be notified.

The Commission vote was 6-yes and 0-no with 0-abstention.

THE PROTEST RATE IS 0.0%.

Relationship to Goals:

Neighborhood Improvement

Background:

The petitioner is proposing the amendment convert the existing vacant big-box retail building (old K-Mart) to climate controlled storage as well as a U-Haul dealership. There would be one additional free-standing storage building located along the Fairmount Street side of the parking. Two areas of the parking lot are also designated for display vehicle parking. The remainder of the lot which also contains cross access easements (according to the petitioner) for neighboring businesses would also be used for U-Haul equipment/vehicle parking.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Ordinance	ORD REZ15-04 Americo
▣ Backup Material	REZ15-04-Americo-Background

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------

ORDINANCE NO.

ORDINANCE for Case No. REZ15-04 being the petition of Amerco Real Estate dba U-Haul for the rezoning of 10.1 acres, more or less, of real property located at 3616 West Kimberly Road from "C-2" General Commercial District to "PDD" Planned Development District to establish U-Haul self-storage facility and dealership. [2nd Ward]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned. The property has the following legal description:

Part of the Northwest Quarter of Section 16 - Township 78 North – Range 3 East of the 5th P.M. being more particularly described as follows:

Lot 1 of the Replat of Lot 1 of the Replat of Lot 89 of Georgetown Square an addition to the City of Davenport, Scott County, Iowa. Said tract contains 10.1 acres, more or less.

The City Plan and Zoning Commission accepted the findings and forwards Case No. REZ15-04 to the City Council for approval subject to the following conditions:

1. That the rezoning be subject to compliance with Chapter 17.41 of the Davenport City Code entitled "HCOD" Highway Corridor Overlay District.
2. That development in general conform to the proposed site plan from AMERCO Real Estate Company dated 02/27/15 sheet SP-1 (shown below).
3. Additional storage units will require compliance with the PDD Final Development Plan process and due to concerns regarding access and screening the abutting owners will be notified.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



City of Davenport

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

March 18, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 17, 2015, the City Plan and Zoning Commission considered Case No. REZ15-04 being the petition of Amerco Real Estate dba U-Haul for the rezoning of 9.79 acres, more or less, of real property located at 3616 West Kimberly Road from "C-2" General Commercial District to "PDD" Planned Development District for the purpose of converting the former Kmart building a U-Haul dealership with climate controlled self-storage within the existing building.

Findings:

- The rezoning facilitates the reuse of a vacant big-box retail building and site.
- The rezoning conforms to the Comprehensive Plan.

Recommendation:

The City Plan and Zoning Commission accepts the listed findings and forwards Case No. REZ15-04 to the City Council for approval subject to the following conditions:

1. That the rezoning be subject to compliance with Chapter 17.41 of the Davenport City Code entitled "HCOD" Highway Corridor Overlay District.
2. That development in general conform to the proposed site plan from AMERCO Real Estate Company dated 02/27/15 sheet SP-1 (shown below).
3. Additional storage units will require compliance with the PDD Final Development Plan process and due to concerns regarding access and screening the abutting owners will be notified.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ15-04 AMERCO REAL ESTATE dba U-HAUL	FDP15-03 AMERCO REAL ESTATE dba U-HAUL	ROW15-02 SCHMIDT ROAD CO	F15-05 COVENTRY COMM PARK 2ND				
Connell	P	Y	Y	Y	Y				
D'Autremont	P	Y	Y	Y	Y				
Elgatian	EX								
Gere	P	Y	Y	Y	Y				
Inghram	P								
Kelling	EX								
Lammers	EX								
Martin	P	Y	Y	Y	Y				
Martinez	A								
Tallman	P	Y	Y	Y	Y				
		6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN				



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

PLAN AND ZONING COMMISSION

Meeting Date: March 17, 2015
Request: Zoning Map Amendment (Rezoning) from C-2 to PDD
Address: 3616 West Kimberly Road
Case No.: REZ15-04
Applicant: Amerco Real Estate dba U-Haul

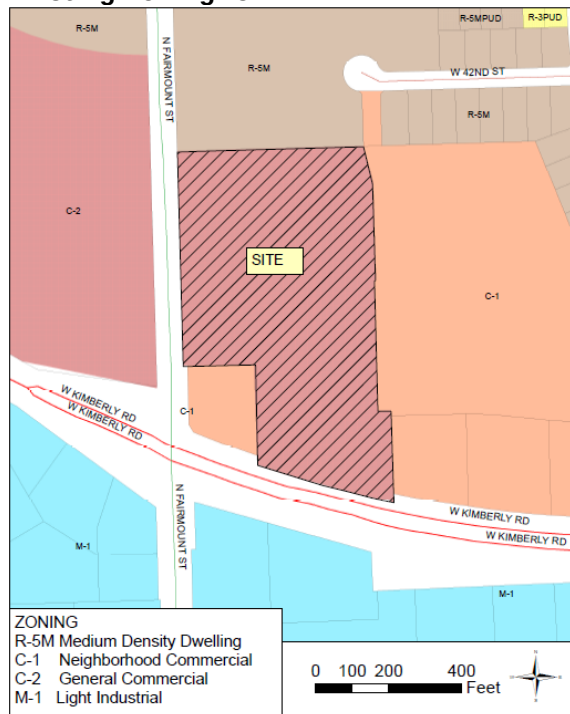
INTRODUCTION

Petition of Amerco Real Estate dba U-Haul for the rezoning of 9.79 acres, more or less, of real property located at 3616 West Kimberly Road from "C-2" General Commercial District to "PDD" Planned Development District for the purpose of converting the former Kmart building a U-Haul dealership with climate controlled self-storage within the existing building.

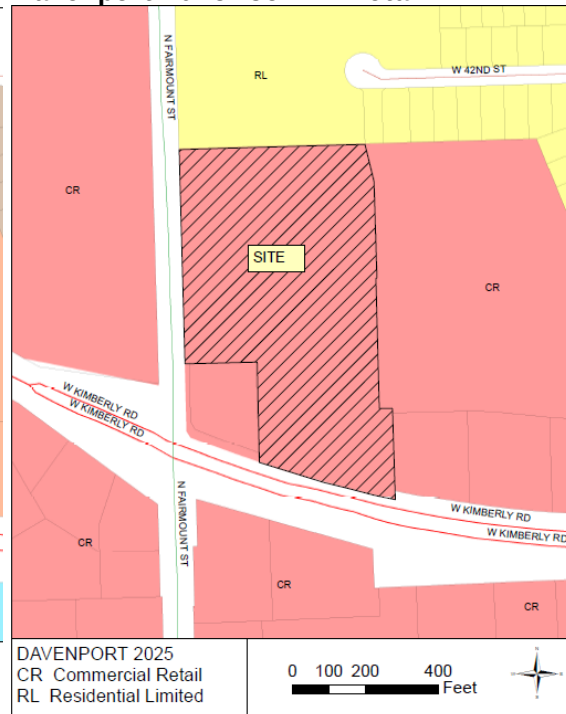
Recommendation: Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. REZ15-04 to the City Council for approval subject to the listed conditions.

AREA CHARACTERISTICS:

Existing Zoning: C-2



Davenport 2025: Comm. Retail



Aerial Photo:



BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Commercial Retail (CR)

Description: *This category (CR) provides for a mixture of commercial uses, primarily retail which in this category can be best described as being the most intensive.*

Relevant *Davenport 2025* Goals and Objectives:

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

Iowa Smart Planning Principles:

Relevant Iowa Smart Planning Principles which may be considered when reviewing this case:

- ***Revitalization***

Planning, zoning, development, and resource management should facilitate the revitalization of established town centers and neighborhoods by promoting development that conserves land, protects historic resources, promotes pedestrian accessibility, and integrates different uses of property. Remediation and reuse of existing sites, structures, and infrastructure is preferred over new construction in undeveloped areas.

Technical Review:

Streets. The subject rezoning area is bounded on the south by West Kimberly Road, a principal arterial street, and on the west by Fairmount Street, a collector street. Access to the site is from both streets.

Storm Water. There is existing stormwater infrastructure located in both Kimberly Road and Fairmount Street rights-of-way. No new impervious surface would be added with the rezoning.

Sanitary Sewer. Sanitary sewer service is located along the west side of Fairmount Street though a sanitary line with easement bisects the property from east to west just south of the existing building (old Kmart).

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

Emergency Services. The property is located approximately 2.2 miles from Fire Station No. 6, which is located at 1735 W. Pleasant Street and 2.9 miles from Fire Station No. 7, which is located at 2302 W. 67th Street. The building is currently fire sprinklered.

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

PUBLIC INPUT

Notices were sent to the 9 owners of property within the 200 foot notice area. A neighborhood meeting was held Thursday February 26th. One member of the public was present, the property owner to the east and southeast. The concern raised was if in the future additional outside storage units to be proposed and the impact on efforts to sell / develop the adjacent ten property. No additional comments were made at the March 3rd public hearing. Below are comments received regarding neighboring owner concerns:

From WK Development - I attended the first meeting for the rezoning request for the K-Mart building last Thursday. I was impressed with U-Haul and their company's business practices and beliefs. I think they would be a great addition to west Davenport. I do, however, have a great concern about exterior storage units being built on their property. Their drawing showed a small row of units on the far west side of the property, which Randy Dickson, Marketing Company Manager, explained are being built as a "billboard" to advertise they have storage. I do not object to those units. I own the 10 acres

directly to the east, right to the K-Mart building, with a zero lot line. If U-Haul decides in the future to build additional storage units along their easterly property, my land would be extremely hard to sell. Therefore, I would like to bless their project but would like some protection in place to block additional storage units being built until my land directly next to their proposed building has been sold. The 10 acres has been for sale for 11 years but I believe with the Genesis building and now potentially U-Haul, change is hopefully coming to west Davenport.

From IHMVCU - We are not opposed to the request of Amerco Real Estate dba U-Haul for rezoning the property located 3616 West Kimberly Road. However, our only concern would be to have access to our facility at 3646 West Kimberly Road as it is today.

DISCUSSION

The petitioner has indicated that they would make minor exterior changes to the front and the southwest corner of the building though architectural plans have not yet been submitted. A photo of the typical store front is included below.



The existing main entrance from Kimberly Road would remain and function as access for the area businesses. It would be the entrance to the storage facility with the U-Haul office / showroom would be located in the southwest corner of the building and have its own separate entrance. In addition to the interior storage facility, the developer is proposing the addition of a storage unit building to be located along the western side of the property north of the Credit Union building. The remainder of the site would contain vehicle parking and storage (subject to the existing cross access easements). A display row of vehicles is shown along the south line of the parking area between the main entrance drive and the credit union.

Future development: At this time the petitioner has indicated no additional exterior storage buildings are proposed nor is he aware that it is U-Hauls intent. However a check of other sites in Iowa using the U-Haul website shows exterior units, though not necessarily on a scale of the subject property (see below).



Storage

We offer a wide variety of convenient drive up access storage rooms as well as interior rooms. You can rent a room by calling us at 319-268-0471, come to our main facility at 3633 University Ave, Waterloo or on line at U-haul.com.



Outside Drive Up Storage

5710 West Lincoln Way Ames IA

Google and/or *Bing* maps show little or no screening on some of these sites, though most of these sites are in older commercial or industrial areas. Again one owner of the abutting commercial property is concerned of stand-alone storage unit buildings on the remainder of the lot, especially without screening. Future exterior storage units and screening can be addressed through the development plan process. There are some good examples of storage unit facilities in Davenport, Northwest Blvd is one where screening and materials/colors play a part. And at least one in Bettendorf has not slowed development along Devils Glen Road.

Another owner is concerned regarding open access to their business. There are apparently “cross access and reciprocal easements” throughout the parking lot to allow this access. While a document number is listed on the concept plan staff has not found this document in the electronic records of Scott County.

The property is located along the western gateway into Davenport, West Kimberly Road. As such heightened development standards should apply. Previous direction from this Commission indicated the placement of “HCOD” Highway Corridor Overlay District standard along such corridors as part of zoning, development plan or platting activity.

STAFF RECOMMENDATION

Findings:

- The rezoning facilitates the reuse of a vacant big-box retail building and site.
- The rezoning conforms to the Comprehensive Plan.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. REZ15-04 to the City Council for approval subject to the following conditions:

1. That the rezoning be subject to compliance with Chapter 17.41 of the Davenport City Code entitled "HCOD" Highway Corridor Overlay District.
2. That development in general conform to the proposed site plan from AMERCO Real Estate Company dated 02/27/15 sheet SP-1 (shown below).
3. Additional storage units will require compliance with the PDD Final Development Plan process and due to concerns regarding access and screening the abutting owners will be notified.

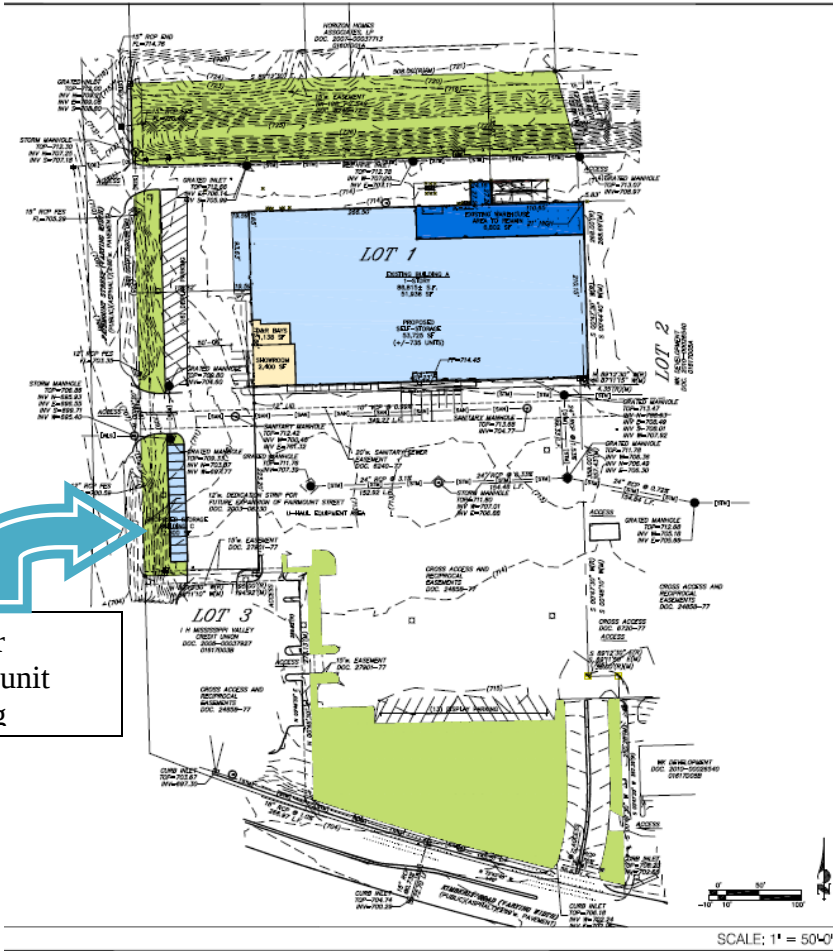
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

Attachments: None

X:\PLANNING\Plan and Zoning Commission\Cases\REZ15-04

Concept Plan



VICINITY MAP

MUNICIPALITY: CITY OF DUNDAS, N.

LOT: 101

ZONE: C-2 (RESIDE TO 100' PER LAND USE REQUIREMENTS)

SETBACKS:
FRONT: 35'-0"
SIDE: 10'-0"
REAR: 10'-0"

DEVELOPER: [Name]

DATE: [Date]

PROJECT: [Project Name]

SITE DATA

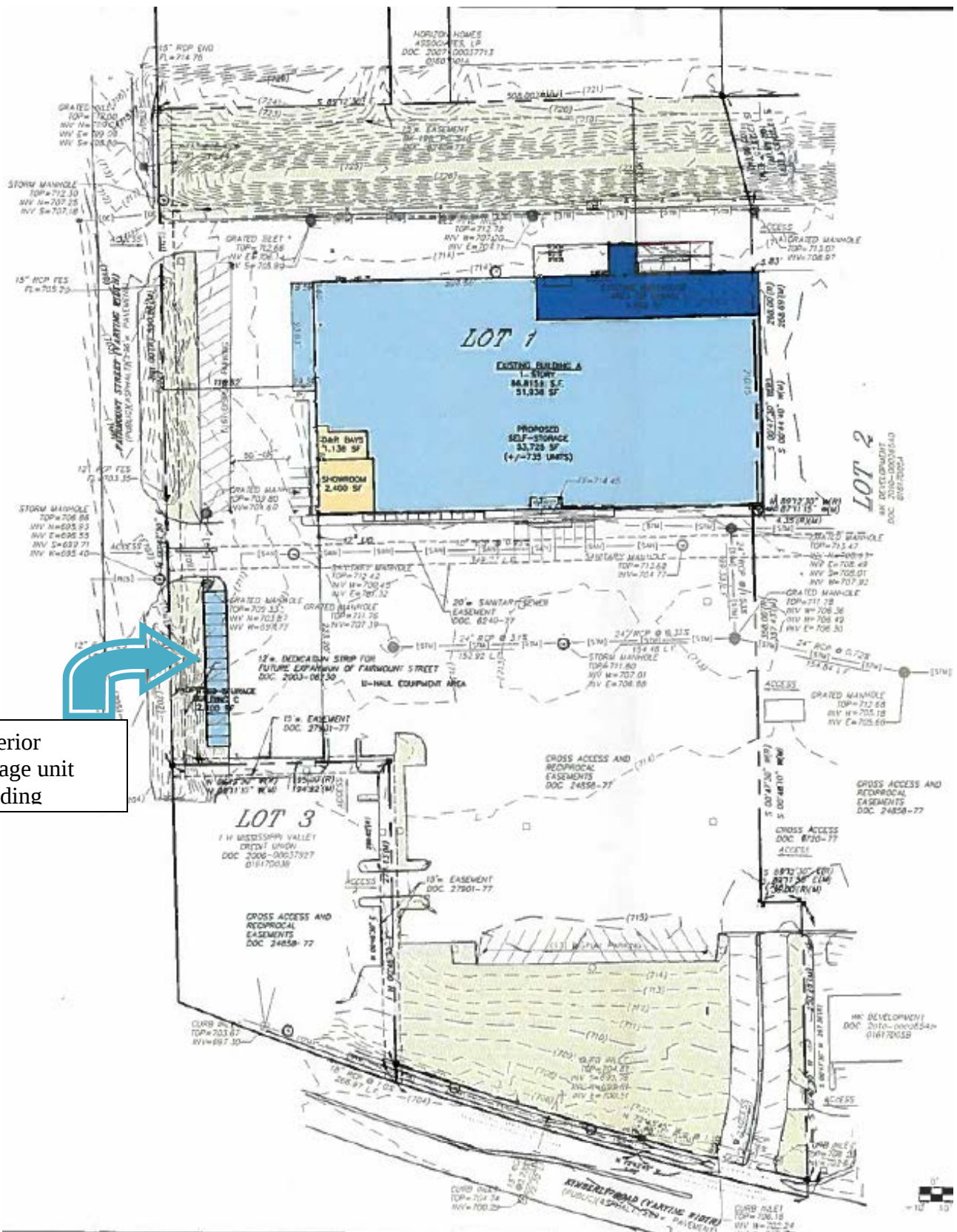
NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY SITE PLAN	10/1/2018	J. [Name]
2	FINAL SITE PLAN	10/1/2018	J. [Name]
3	REVISIONS		
4			
5			
6			
7			
8			
9			
10			

PROFESSIONAL SEAL

AMERCO
REAL ESTATE COMPANY

888023

SP-1



Exterior storage unit building

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn, 326-7743
Wards: 5th

Action / Date
COW4/15/2015

Subject:

First Consideration: Ordinance for Case No. ROW15-03: Petition for Genesis Helath System for the right-of-way vacation (abandonment) of alley located immediately north of 1314 Elm Street [5th Ward].

Recommendation:

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. ROW15-03 to the City Council for approval, with the following condition:

1. A public utility easement be maintained within the property proposed for vacation.

The Commission voted 9-0 to recommend approval.

Relationship to Goals:

Added Emphasis on Economic Development

Background:

This alley is adjacent to two recently-acquired parcels Genesis acquired for its East Campus expansion project. Those two parcels are contemplated for rezoning to PDD Planned Development District.

ATTACHMENTS:

Type	Description
☐ Ordinance	Ordinance
☐ Backup Material	P&Z Letter
☐ Backup Material	P&Z Staff Report with Attachments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	4/6/2015 - 5:09 PM

ORDINANCE NO.

An Ordinance for Case No. ROW15-03: Request of Genesis Health Systems for the right-of-way vacation (abandonment) of 860 square feet, more or less, of an alley located immediately north of Lot 4 of Block 2 of Ferndale Addition (1314 Elm Street). [3rd Ward]

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby vacated. The property has the following legal description:

Lot 4 of Block 2 of Ferndale Addition (1314 E. Elm Street), and Lot 84 of Home Addition (1311 E. Lombard Street), located in the City of Davenport, Scott County, Iowa.

A vacation of City right-of-way described as follows:

Part of a public alley in Block 2 of Ferndale's Addition, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Beginning at the northwest corner of Lot 4 in said Block 2 of Ferndale Addition;

Thence North a distance of 20 feet to the north right-of-way line, a distance of 43 feet;

Thence South, a distance of 20 feet to the northeast corner of said lot4;

Thence West along the south right of way line of said public alley, a distance of 43 feet to the point of beginning.

Property contains 860 square feet, more or less.

The City Plan and Zoning Commission accepted the listed findings and forwards Case No. ROW15-03 to the City Council for approval subject to the following:

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

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____



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

April 1, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 31, 2015, the City Plan and Zoning Commission considered Case No. ROW15-03: Request of Genesis Health Systems to vacate 860 square feet of public right-of-way (alley) located immediately north of 1314 Elm Street.

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-03 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission



PLAN AND ZONING COMMISSION

Meeting Date: March 31, 2015
Request: Right-of-Way Vacation of 860 square feet of property
Location: Alley north of Lot 4 of Block 2 of Ferndale Addition (1314 Elm Street)
Case No.: ROW15-03
Applicant: Genesis Health System

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

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. ROW15-03 to the City Council for approval.

Introduction:

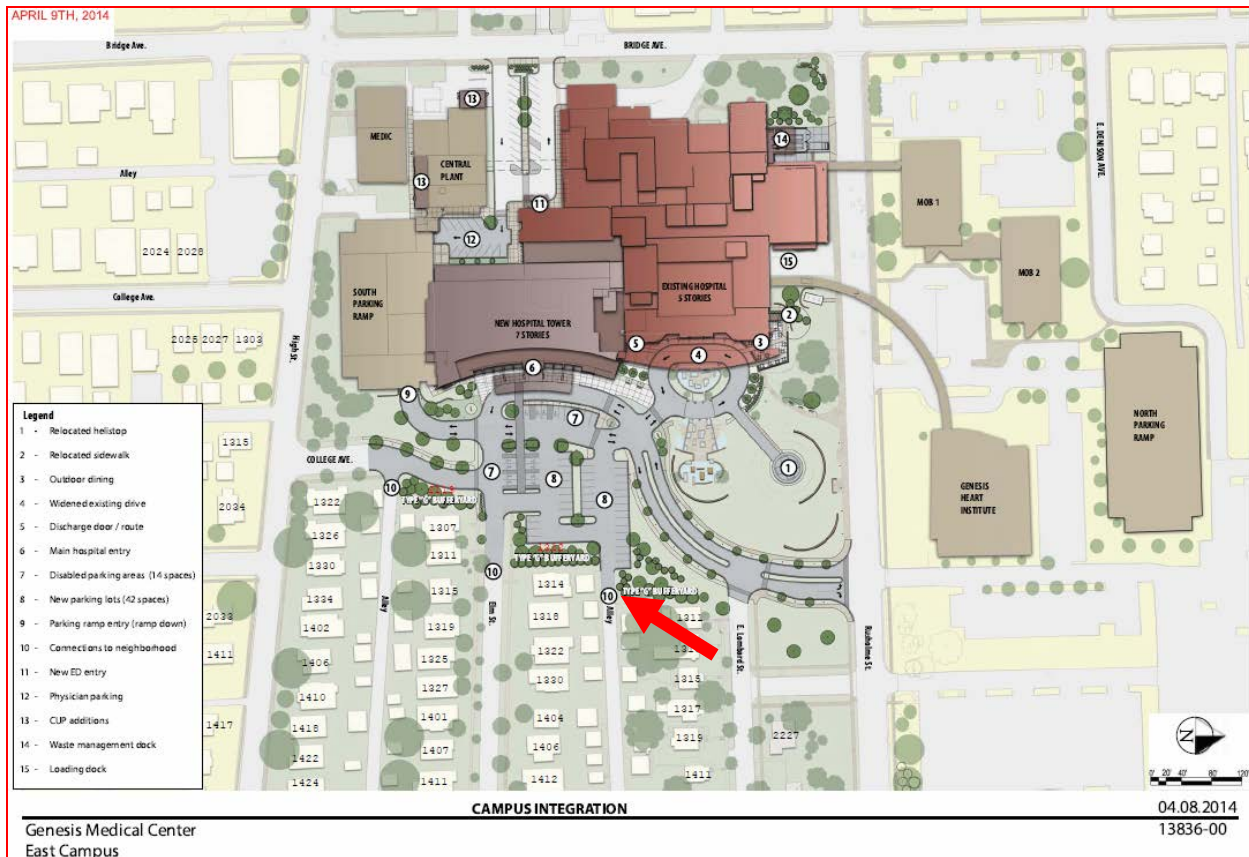
The petitioner is seeking a Right-of-Way Vacation of approximately 860 feet of land platted and improved as an alley.



Background:

Genesis Health System continues to acquire property east of its East Campus to facilitate current and future expansion plans. Recently, it has acquired two additional properties (see companion case REZ15-05).

The final development plan for Genesis East, the property, approved in 2014, is illustrated below, with the section of alley indicated by the arrow.



Technical Review:

Technical review comments will be provided at the March 31, 2015 Plan and Zoning Commission regular meeting. Location of utilities within the alley will necessitate reserving the property with a public utility easement.

Public Input:

A public meeting held for the associated rezoning was held Thursday, March 12, 2015. Property owners within 200 feet were notified. Two residents attended. They were generally supportive of the project.

Discussion:

Genesis Health Systems continues to acquire property near its East Campus. If approved, this alley and the accompanying two single family residences will be incorporated into its current expansion plans. No additional building or other improvements are directly impacted by these actions.

Staff Recommendation:

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. ROW15-03 to the City Council for approval, with the following condition:

1. A public utility easement be maintained within the property proposed for vacation.

City of Davenport

Agenda Group: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 5th

Action / Date
CD4/15/2015

Subject:

First Consideration: Ordinance for Case No. REZ15-05: Petition of Genesis Health System to rezone 1311 E. Lombard Street and 1314 E. Elm Street from R-4 Moderate Density Residential to PDD Planned Development District [5th Ward]

Recommendation:

Findings:

1. The proposed Zoning Map Amendment (rezoning to “PDD”) and the proposed land uses for the subject parcels are generally consistent with the official plan of the City, even though the Zoning Map Amendment is not exactly congruent with the boundaries of the Proposed Land Use Map. The Proposed Land Use Map within Davenport 2025: Comprehensive Plan for the City designates the subject properties as “Residential General”, which designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc. In this case, these two parcels are not slated for new construction and are primarily intended for the provision of additional buffering.

2. The proposed Zoning Map Amendment (rezoning to “PDD”) is consistent with the existing “PDD” zoning district classification of the existing medical center campus and each of the ten subject parcels is contiguous to the existing “PDD” zoning district.

3. The proposed Zoning Map Amendment (rezoning to “PDD”) will not substantially alter the mixed residential and institutional character of the immediate area and should not be a substantial detriment to other adjacent and nearby residential property.

4. The proposed Zoning Map Amendment (rezoning to “PDD”) will not negatively impact the public health, safety, comfort, convenience and general welfare.

Recommendation:

The Plan and Zoning Commission accepts the listed findings and forwards Case No. REZ15-05 to the City Council for approval.

The vote was unanimous, 9-0.

Relationship to Goals:

Added Emphasis on Economic Development

Background:

Genesis has acquired these lots to be incorporated into its East Campus expansion project. The property will be used for landscaping and parking.

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	4/6/2015 - 5:09 PM

ORDINANCE NO.

An Ordinance for Case No. REZ15-05: Petition of Genesis Health System for the rezoning of property commonly known as 1311 E. Lombard Street and 1314 E. Elm Street from R-4 Moderate Density Dwelling District to PDD Planned Development District [5th Ward].

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned. The property has the following legal description:

Lot 4 of Block 2 of Ferndale Addition (1314 E. Elm Street), and Lot 84 of Home Addition (1311 E. Lombard Street), located in the City of Davenport, Scott County, Iowa.

The property contains 10,013 square feet, more or less.

The City Plan and Zoning Commission accepted the listed findings and forwarded Case No. REZ15-05 to the City Council for approval.

Findings:

1. The proposed Zoning Map Amendment (rezoning to “PDD”) and the proposed land uses for the subject parcels are generally consistent with the official plan of the City, even though the Zoning Map Amendment is not exactly congruent with the boundaries of the Proposed Land Use Map. The Proposed Land Use Map within Davenport 2025: Comprehensive Plan for the City designates the subject properties as “Residential General”, which designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc. In this case, these two parcels are not slated for new construction and are primarily intended for the provision of additional buffering.
2. The proposed Zoning Map Amendment (rezoning to “PDD”) is consistent with the existing “PDD” zoning district classification of the existing medical center campus and each of the ten subject parcels is contiguous to the existing “PDD zoning district.
3. The proposed Zoning Map Amendment (rezoning to “PDD”) will not substantially alter the mixed residential and institutional character of the immediate area and should not be a substantial detriment to other adjacent and nearby residential property.

4. The proposed Zoning Map Amendment (rezoning to "PDD") will not negatively impact the public health, safety, comfort, convenience and general welfare.

The Commission vote was unanimous, 9-0.

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____



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

April 1, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 31, 2015, the City Plan and Zoning Commission considered Case No. ROW15-03: Request of Genesis Health Systems to vacate 860 square feet of public right-of-way (alley) located immediately north of 1314 Elm Street.

Findings:

1. Vacation of this portion of alley will facilitate the proposed expansion project for Genesis Medical Center – East Campus.
2. Nearby property owners will not be negatively impacted.
3. City services, in particular garbage collection, will not be negatively impacted.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-03 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission



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

PLAN AND ZONING COMMISSION

Meeting Date: March 17, 2015
Request: Rezoning of two lots from R-4, Moderate Density Residential District to PDD, Planned Development District
Location: Lot 4 of Block 2 of Ferndale Addition (1318 E. Elm Street), and Lot 84 of Home Addition (1311 E. Lombard Street)
Case No.: REZ15-05
Applicant: Genesis Health System

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

Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings forward Case No. REZ15-05 to the City Council for approval.

Introduction:

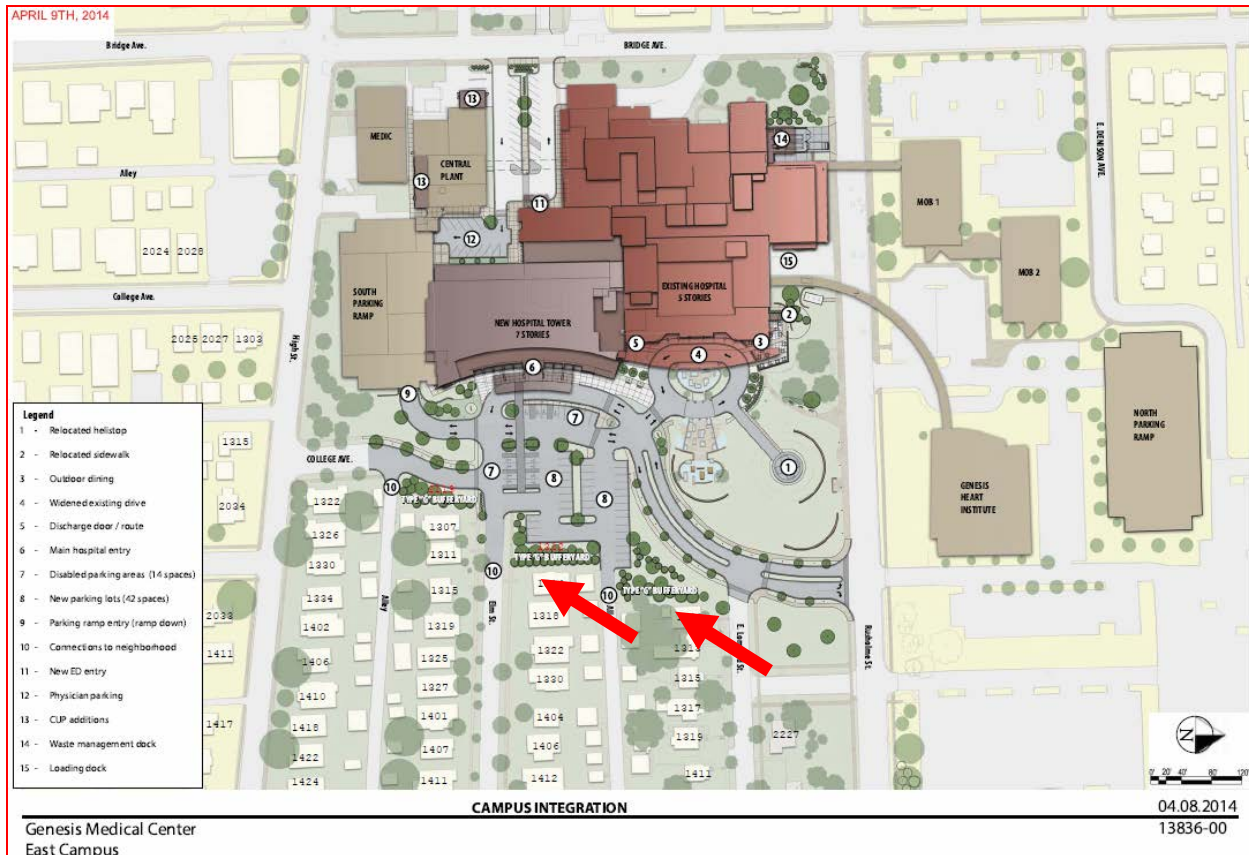
The petitioner is seeking to rezone two lots from R-4, Moderate Density Residential District to PDD, Planned Development District to facilitate continued expansion of the Genesis East Campus.



Background:

Genesis Health System continues to acquire property east of its East Campus to facilitate current and future expansion plans. Recently, it has acquired two additional properties.

The final development plan for Genesis East, the property, approved in 2014, is illustrated below, with the two lots in question depicted by section of alley indicated by the arrows.



Comprehensive Plan:

The property is located in an area designated as RG, Residential General, in Davenport 2025. The main hospital property is designated DC, Civic and Institutional. When the previous rezoning to PDD of adjoining properties was undertaken, it was determined that the rezoning was consistent with the Comprehensive Plan. See attached staff report from that action for more information.

Technical Review:

These properties are in the urbanized area and have full access to urban services. With the associated alley vacation request (ROW15-03), a general utility easement will be required. No other comments have been received.

Public Input:

A public meeting was held on March 12. Two neighbors attending the meeting were generally supportive of the project.

Discussion:

Genesis Health has acquired two additional properties they intend to incorporate into its East Campus. The acquisitions may require some revisions to the Final Development Plan. It is anticipated that those revisions can be accomplished under an administrative review.

No opposition to the request has been voiced. It is staff's opinion is that the proposal is a modest, incremental increase to the hospital's footprint and in itself not be a detriment to the neighborhood.

Staff Recommendation:

Findings:

1. The proposed Zoning Map Amendment (rezoning to "PDD") and the proposed land uses for the subject parcels are generally consistent with the official plan of the City, even though the Zoning Map Amendment is not exactly congruent with the boundaries of the Proposed Land Use Map. The Proposed Land Use Map within Davenport 2025: Comprehensive Plan for the City designates the subject properties as "Residential General", which designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc. In this case, these two parcels are not slated for new construction and are primarily intended for the provision of additional buffering.
2. The proposed Zoning Map Amendment (rezoning to "PDD") is consistent with the existing "PDD" zoning district classification of the existing medical center campus and each of the ten subject parcels is contiguous to the existing "PDD zoning district.
3. The proposed Zoning Map Amendment (rezoning to "PDD") will not substantially alter the mixed residential and institutional character of the immediate area and should not be a substantial detriment to other adjacent and nearby residential property.
4. The proposed Zoning Map Amendment (rezoning to "PDD") will not negatively impact the public health, safety, comfort, convenience and general welfare.

Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed findings and forward Case No. REZ15-05 to the City Council for approval.

City of Davenport

Agenda Group: Community Development
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 6th

Action / Date
4/15/2015

Subject:

Resolution approving Case No. F15-05 being the petition of Build to Suit, Inc. for the final plat of Coventry Commercial Park Second Addition, being a replat of Lot 1 of Coventry Commercial Park First Addition, located south of East 53rd Street and east of Utica Ridge Road, containing two (2) commercial lots. [6th Ward]

Recommendation:

Findings:

- The office development of the property has already been approved.
- The plat facilitates the individual sale of the buildings.
- The plat meets the State and City requirements subject to conditions below.

Recommendation: Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F15-05 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area.

The Commission vote for approval was unanimous with 6-yes, 0-no and 0-abstentions.

Relationship to Goals:

Added emphasis on economic development.

Background:

The plat divides the property and separates the two buildings. The plat is likely proposed to allow the individual sale or separate ownership of the two buildings. The Commission reviewed the development as part of a development plan in November of last year with the City Council approving in December. Site development issues were considered at that time.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution F15-05 Coventry Comm Pk 2nd
☐ Backup Material	Background F15-05 Coventry Comm Pk 2nd

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	4/6/2015 - 5:09 PM

Resolution No. _____

Resolution offered by Ald Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-05 being the petition of Build to Suit, Inc. for the final plat of Coventry Commercial Park Second Addition, being a replat of Lot 1 of Coventry Commercial Park First Addition, located south of East 53rd Street and east of Utica Ridge Road, containing two (2) commercial lots. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Jersey Farms Commercial Park Third 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 March 18, 2015 and as follows:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area;

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

March 18, 2015

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

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 17, 2015, the City Plan and Zoning Commission considered the Case No. F15-05 being the final plat of Coventry Commercial Park Second Addition for a two lot final plat on 1.82 acres, more or less, located east of Utica Ridge Road and south of East 53rd Street. This addition re-plats Lot 1 of Coventry Commercial Park First Addition a one lot subdivision platted in 1999.

Findings:

- The office development of the property has already been approved.
- The plat facilitates the individual sale of the buildings.
- The plat meets the State and City requirements subject to conditions below.

Recommendation:

The City Plan and Zoning Commission accepts the listed findings and forwards Case No. F15-05 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area.

Respectfully Submitted,


Robert J. Johnson, Chairperson
City Plan and Zoning Commission

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		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ15-04 AMERCO REAL ESTATE dba U-HAUL	FDP15-03 AMERCO REAL ESTATE dba U-HAUL	ROW15-02 SCHMIDT ROAD CO	F15-05 COVENTRY COMM PARK 2ND				
Connell	P	Y	Y	Y	Y				
D'Autremont	P	Y	Y	Y	Y				
Elgatian	EX								
Gere	P	Y	Y	Y	Y				
Inghram	P								
Kelling	EX								
Lammers	EX								
Martin	P	Y	Y	Y	Y				
Martinez	A								
Tallman	P	Y	Y	Y	Y				
		6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN				



City of Davenport
Community Planning & Economic Development Department
PREVIEW REPORT

PLAN AND ZONING COMMISSION

Meeting Date: March 17, 2015
Request: Final Plat Coventry Commercial Park Second Addition
Address: East of Utica Ridge Road & South of E 53rd Street
Case No.: F15-05
Applicant: Build to Suit, Inc.

INTRODUCTION

Request of Build to Suit, Inc. for a two lot final plat on 1.82 acres, more or less, located east of Utica Ridge Road and south of East 53rd Street. This addition re-plats Lot 1 of Coventry Commercial Park First Addition a one lot subdivision platted in 1999. The property is zoned "C-O" Office-Shop District and is developing with office uses. A final development plan was approved by the Commission for the office development in 2014.

Recommendation: Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F15-05 to the City Council for approval subject to the listed conditions.

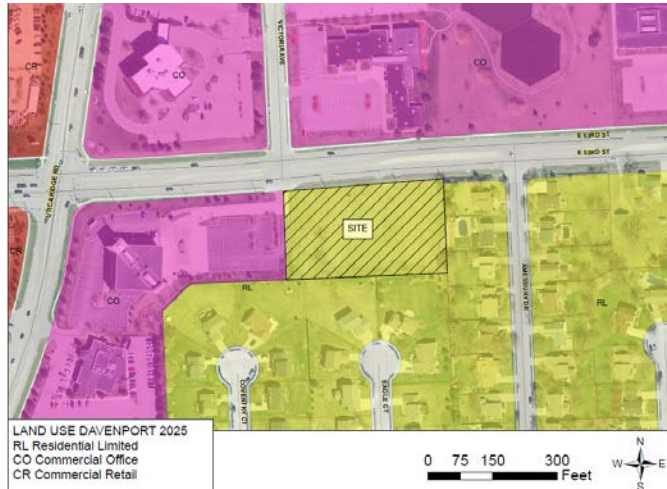
Aerial Photo:



Zoning



Land Use



BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Residential Limited (RL)

The Residential Limited designation is another question mark since the commercial rezoning was in place at least ten (10) years prior to the Davenport 2025 plan being adopted. The residential subdivisions to the south were platted with commercial development in mind.

Descriptions:

Residential Limited (RL) designated neighborhoods that are composed of primarily residential uses; commercial and other uses are generally prohibited. Some RL neighborhoods are close to or adjacent to commercial.

The Commercial Office (CO) category provides for a mixture of commercial uses, generally more office than retail. Retail in the CO can be best described as being of smaller scale and less intensity than Commercial Retail (CR).

Relevant *Davenport 2025* Goals and Objectives:

1. *Strengthen the existing built environment.*
 - b. *Reduce the number of underoccupied, abandoned, or vacant buildings / properties through adaptive reuse and infill.*
 - d. *Increase the number of mixed-use neighborhoods and districts.*

Iowa Smart Planning Principles:

Relevant Iowa Smart Planning Principles which may be considered when reviewing this case:

- ***Revitalization***
Planning, zoning, development, and resource management should facilitate the revitalization of established town centers and neighborhoods by promoting development that conserves land, protects historic resources, promotes pedestrian accessibility, and integrates different uses of property. Remediation and reuse of existing sites, structures, and infrastructure is preferred over new construction in undeveloped areas.

Technical Review:

Streets. The property is located along East 53rd Street, an arterial street. Access is limited to the shared driveway on 53rd Street or potentially through the parking lots of the adjacent bank/office building to Utica Ridge Road. An access easement provides access to both lots.

Storm Water. There is existing stormwater infrastructure located in 53rd Street. The developer has provided an easement for the detention/retention area along the eastern and southern portion of the property.

Sanitary Sewer. Sanitary sewer service was originally stubbed into the property from the south. This is an eight-inch sanitary line.

Other Utilities. This is an urban area and normal utility services are available.

Emergency Services. The property is located approximately one (1) mile from Fire Station No. 8, which is located at 2802 E. 53rd Street.

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

PUBLIC INPUT

This is a final plat and no notification is required; the contacted the neighbors during the final development plan process.

DISCUSSION

The plat divides the property and separates the two buildings. The plat is likely proposed to allow the individual sale or separate ownership of the two buildings. The

Commission reviewed the development as part of a development plan in November of last year. Site development issues were considered at that time

STAFF RECOMMENDATION

Findings:

- The office development of the property has already been approved.
- The plat facilitates the individual sale of the buildings.
- The plat meets the State and City requirements subject to conditions below.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F15-05 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area.

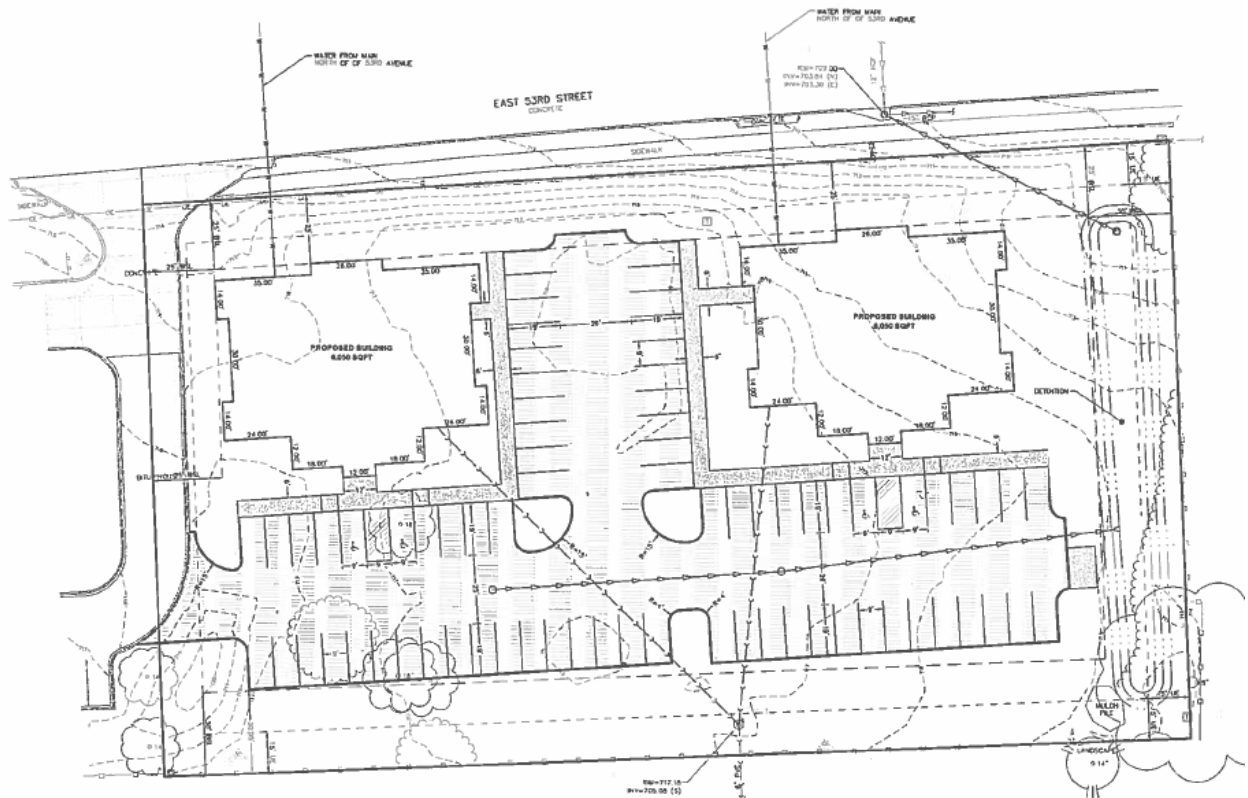
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

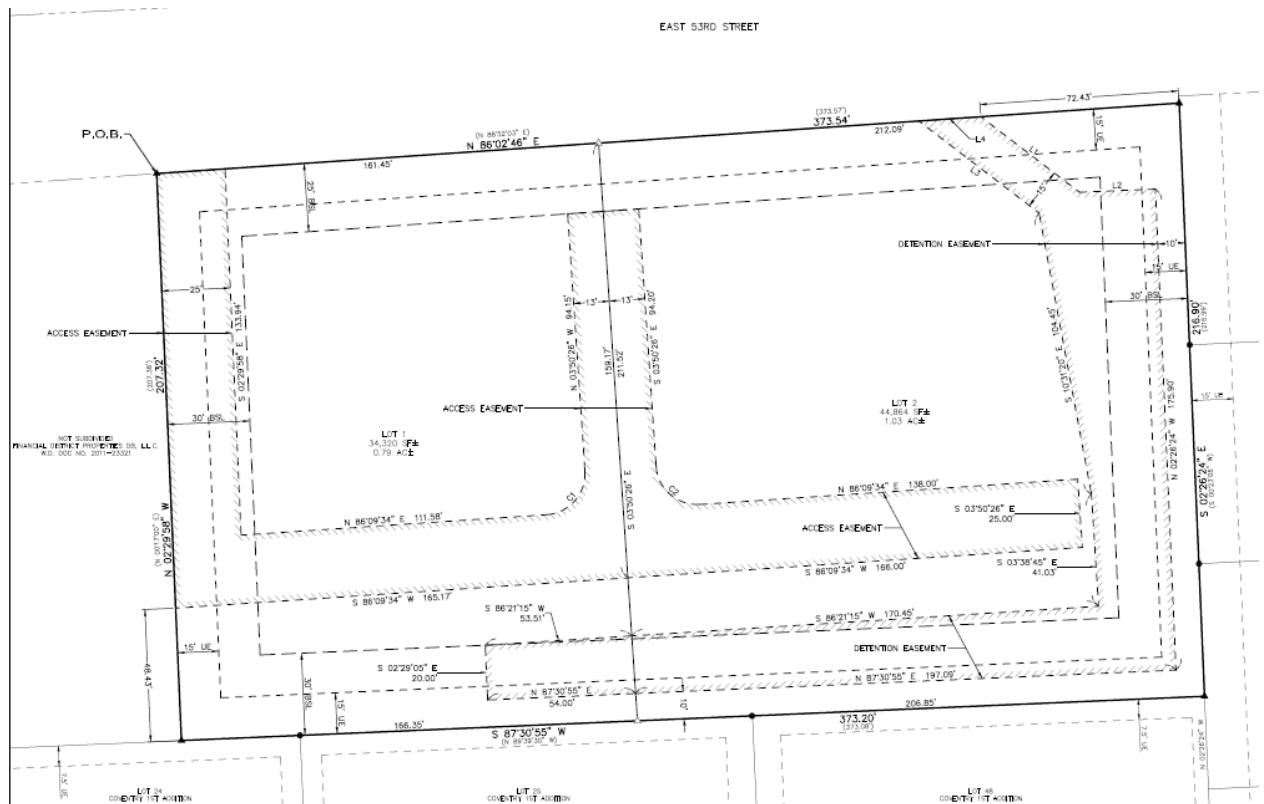
Attachments:

X:\PLANNING\Plan and Zoning Commission\Cases\F15-05

Site Plan



Plat (enlargement)



MEMORANDUM

Date: March 9, 2015

To: Wayne Wille, CFM
Planner II
Community Planning and Economic Development

From: Tom Leabhart, P.E.
Development Engineer

Re: Proposed Final Plat of Coventry Commercial Park Second Addition

It is recommended that the above referenced plat be approved subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area.

cc: Brian Schadt, City Engineer
File

MID AMERICAN ENERGY CO.

MEDIACOM

BY: _____
DATE: _____

BY: _____
DATE: _____

CENTURY LINK

PLANNING AND ZONING

BY: _____
DATE: _____

BY: _____
DATE: _____

IOWA-AMERICAN WATER CO.

CITY OF DAVENPORT, IOWA

BY: _____
DATE: _____

BY: _____
ATTEST: _____
DATE: _____

FINAL PLAT
OF
COVENTRY COMMERCIAL PARK
SECOND ADDITION

A RESUBDIVISION OF COVENTRY COMMERCIAL PARK FIRST ADDITION
PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH,
RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF DAVENPORT, SCOTT COUNTY, IOWA
1.82 ACRES±

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



SCALE: 1" = 20'

OWNER/SUBDIVIDER:

Build to Suit, Inc.
Contact: Kevin Koelner
1805 State Street, Suite 101
Bettendorf, IA 52722
Phone: (563) 355-2022

LEGEND

●	REBAR, FOUND
▲	REBAR WITH CAP # _____, FOUND
△	5/8" REBAR WITH CAP #13581, SET
100.00'	MEASURED DIMENSION
(100.00')	RECORDED DIMENSION
_____	SUBDIVISION BOUNDARY
_____	PROPOSED LOT LINE
_____	EXISTING LOT LINE
_____	CENTERLINE
_____	PROPOSED EASEMENT LINE
_____	EXISTING EASEMENT LINE
_____	SECTION LINE
_____	R.O.W. LINE
_____	SETBACK LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 52°31'22" W	45.34'
L2	S 87°33'36" W	27.68'
L3	S 52°31'22" E	55.24'
L4	S 86°02'46" W	22.67'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	23.56'	15.00'	N 41°09'34" E	21.21'
C2	23.56'	15.00'	S 48°50'26" E	21.21'

GENERAL NOTES

- TRACT IS CURRENTLY ZONED C-0
- PROPOSED TOTAL LOT AREA = 1.82 AC±
- ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC ROAD RIGHT-OF-WAY.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG THE STREET FRONTAGES OF THE LOT.
- NO ADDITIONAL ACCESS TO 53RD STREET EXCEPT AT THE SHARED / COMMON ACCESS EASEMENTS.

SURVEYOR NOTES

This plat of survey was prepared at the request of, and for the exclusive use of Build to Suit, Inc. 1805 State Street - Suite 101, Bettendorf, IA 52722. Use by any other person or entity is strictly prohibited.

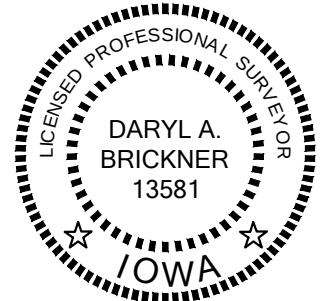
It should be noted that in the performance of this re-survey, the courses and distances of the re-survey may vary from recorded calls, based on the existence of found monumentation, occupation, or other controlling calls or conditions that have occurred in the re-survey of this property.

This property is subject to any and all easements, drainage ways and roadways that a complete title search would disclose.

No investigation concerning environmental and subsurface conditions, or for the existence of underground containers, structures or facilities which may affect the use or development of this property was made as a part of this survey.

Distances are listed in feet and decimal part of a foot.

All monuments have been found or set as shown on this plat.



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
My license renewal date is December 31, 2015
No. of sheets covered by this seal: _____

REVISIONS

DATE	
DESCRIPTION	
No.	



BTS - BANKLAND DEVELOPMENT
DAVENPORT, IOWA

SUBDIVISION PLAT

Missman Project No:
C14L038

File Name:
C14L038 Boundary.dwg

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Field Book No:

Drawn By: DAB

Checked By: DAB

Date: 2/16/2015

Sheet 1 of 1

City of Davenport

Agenda Group: Community Development
Department: Community Planning & Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 6th

Action / Date
4/15/2015

Subject:

Resolution approving Case No. F15-02 being the final plat of Village Cooperative First Addition located north of Crow Creek Road and east of Utica Ridge Road at the rear of 4601 Utica Ridge Road containing two (2) residential lots and one lot designated for stormwater detention. The plat will facilitate the development of a 61- unit, four-story, owner occupied senior housing cooperative. [6th Ward]

Recommendation:

Findings:

- The platting provides for this and additional infill development utilizing existing services.
- The development provides for a transition between commercial and residential development.

Recommendation: The Commission accepted the listed findings and forwards Case No. F15-02 to the City Council for approval subject to the following conditions:

Non-standard conditions

1. A standard cul-de-sac is provided at the north end of the street.
2. Standard 15 foot right-of-way radii are dedicated at the Village Drive and Crow Creek Road intersection.
3. A note is added to the plat stating that stormwater detention is required for the platted area, that the note includes where the detention area is located, and the party responsible for maintenance.
4. The detention is located within an easement.
5. That the utility easement continue around the cul-de-sac.

Note that Conditions 6 through 11 are standard requirements of City Ordinances and not repeated here (please refer to the Commission's January 21, 2015 letter for more details).

The Commission vote for approval was unanimous with 6-yes, 0-no and 1-abstention (Tallman).

Relationship to Goals:

Added emphasis on economic development

Background:

The rezoning and final development plan were considered and approved by the City Council in December of 2014 and January 2015 respectively. Conditions specific to the proposed development are dealt with as part of the rezoning and final development plans. The conditions of the approved ordinance (2014-422) and development plan (2015-49) are part of the background materials. The plat separates the cooperative building site from the remainder of the site which includes an area for additional single family (attached or detached) development and an enhanced stormwater detention area.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution F15-02 Village Coop 1st

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	4/8/2015 - 6:22 PM
Community Development Committee	Berger, Bruce	Approved	4/8/2015 - 6:23 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 9:31 AM

Resolution No. _____

Resolution offered by Ald Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-05 being the petition of Build to Suit, Inc. for the final plat of Coventry Commercial Park Second Addition, being a replat of Lot 1 of Coventry Commercial Park First Addition, located south of East 53rd Street and east of Utica Ridge Road, containing two (2) commercial lots. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Jersey Farms Commercial Park Third 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 March 18, 2015 and as follows:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
5. The survey monument used as the point of beginning is labeled along with at least two additional monuments. The plat is to be tied to two labeled quarter corners or two previously established labeled lot corners.
6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area;

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

March 18, 2015

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

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 17, 2015, the City Plan and Zoning Commission considered the Case No. F15-05 being the final plat of Coventry Commercial Park Second Addition for a two lot final plat on 1.82 acres, more or less, located east of Utica Ridge Road and south of East 53rd Street. This addition re-plats Lot 1 of Coventry Commercial Park First Addition a one lot subdivision platted in 1999.

Findings:

- The office development of the property has already been approved.
- The plat facilitates the individual sale of the buildings.
- The plat meets the State and City requirements subject to conditions below.

Recommendation:

The City Plan and Zoning Commission accepts the listed findings and forwards Case No. F15-05 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
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6. A note is added to the plat which calls out the party responsible for maintenance of the stormwater detention area.

Respectfully Submitted,


Robert J. Johnson, Chairperson
City Plan and Zoning Commission

X:\PLANNING\Plan and Zoning Commission\Cases\F15-05



		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ15-04 AMERCO REAL ESTATE dba U-HAUL	FDP15-03 AMERCO REAL ESTATE dba U-HAUL	ROW15-02 SCHMIDT ROAD CO	F15-05 COVENTRY COMM PARK 2ND				
Connell	P	Y	Y	Y	Y				
D'Autremont	P	Y	Y	Y	Y				
Elgatian	EX								
Gere	P	Y	Y	Y	Y				
Inghram	P								
Kelling	EX								
Lammers	EX								
Martin	P	Y	Y	Y	Y				
Martinez	A								
Tallman	P	Y	Y	Y	Y				
		6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN	6-YES 0-NO 0-ABSTAIN				



City of Davenport
Community Planning & Economic Development Department
PREVIEW REPORT

PLAN AND ZONING COMMISSION

Meeting Date: March 17, 2015
Request: Final Plat Coventry Commercial Park Second Addition
Address: East of Utica Ridge Road & South of E 53rd Street
Case No.: F15-05
Applicant: Build to Suit, Inc.

INTRODUCTION

Request of Build to Suit, Inc. for a two lot final plat on 1.82 acres, more or less, located east of Utica Ridge Road and south of East 53rd Street. This addition re-plats Lot 1 of Coventry Commercial Park First Addition a one lot subdivision platted in 1999. The property is zoned "C-O" Office-Shop District and is developing with office uses. A final development plan was approved by the Commission for the office development in 2014.

Recommendation: Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F15-05 to the City Council for approval subject to the listed conditions.

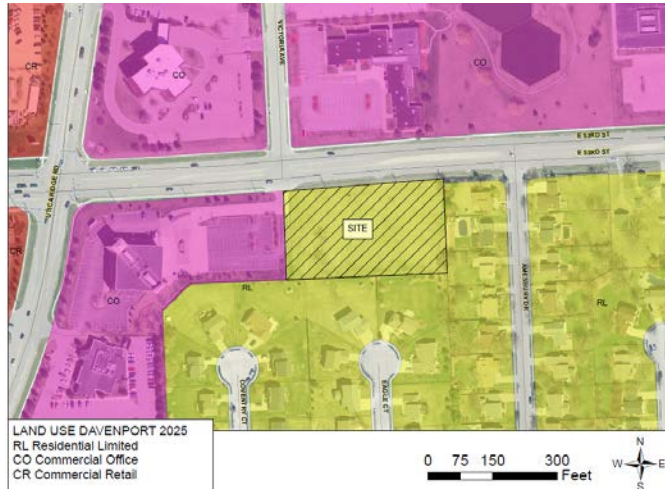
Aerial Photo:



Zoning



Land Use



BACKGROUND

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: Residential Limited (RL)

The Residential Limited designation is another question mark since the commercial rezoning was in place at least ten (10) years prior to the Davenport 2025 plan being adopted. The residential subdivisions to the south were platted with commercial development in mind.

Descriptions:

Residential Limited (RL) designated neighborhoods that are composed of primarily residential uses; commercial and other uses are generally prohibited. Some RL neighborhoods are close to or adjacent to commercial.

The Commercial Office (CO) category provides for a mixture of commercial uses, generally more office than retail. Retail in the CO can be best described as being of smaller scale and less intensity than Commercial Retail (CR).

Relevant *Davenport 2025* Goals and Objectives:

1. *Strengthen the existing built environment.*

b. Reduce the number of underoccupied, abandoned, or vacant buildings / properties through adaptive reuse and infill.

d. Increase the number of mixed-use neighborhoods and districts.

Iowa Smart Planning Principles:

Relevant Iowa Smart Planning Principles which may be considered when reviewing this case:

- ***Revitalization***

Planning, zoning, development, and resource management should facilitate the revitalization of established town centers and neighborhoods by promoting development that conserves land, protects historic resources, promotes pedestrian accessibility, and integrates different uses of property. Remediation and reuse of existing sites, structures, and infrastructure is preferred over new construction in undeveloped areas.

Technical Review:

Streets. The property is located along East 53rd Street, an arterial street. Access is limited to the shared driveway on 53rd Street or potentially through the parking lots of the adjacent bank/office building to Utica Ridge Road. An access easement provides access to both lots.

Storm Water. There is existing stormwater infrastructure located in 53rd Street. The developer has provided an easement for the detention/retention area along the eastern and southern portion of the property.

Sanitary Sewer. Sanitary sewer service was originally stubbed into the property from the south. This is an eight-inch sanitary line.

Other Utilities. This is an urban area and normal utility services are available.

Emergency Services. The property is located approximately one (1) mile from Fire Station No. 8, which is located at 2802 E. 53rd Street.

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

PUBLIC INPUT

This is a final plat and no notification is required; the contacted the neighbors during the final development plan process.

DISCUSSION

The plat divides the property and separates the two buildings. The plat is likely proposed to allow the individual sale or separate ownership of the two buildings. The

Commission reviewed the development as part of a development plan in November of last year. Site development issues were considered at that time

STAFF RECOMMENDATION

Findings:

- The office development of the property has already been approved.
- The plat facilitates the individual sale of the buildings.
- The plat meets the State and City requirements subject to conditions below.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F15-05 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
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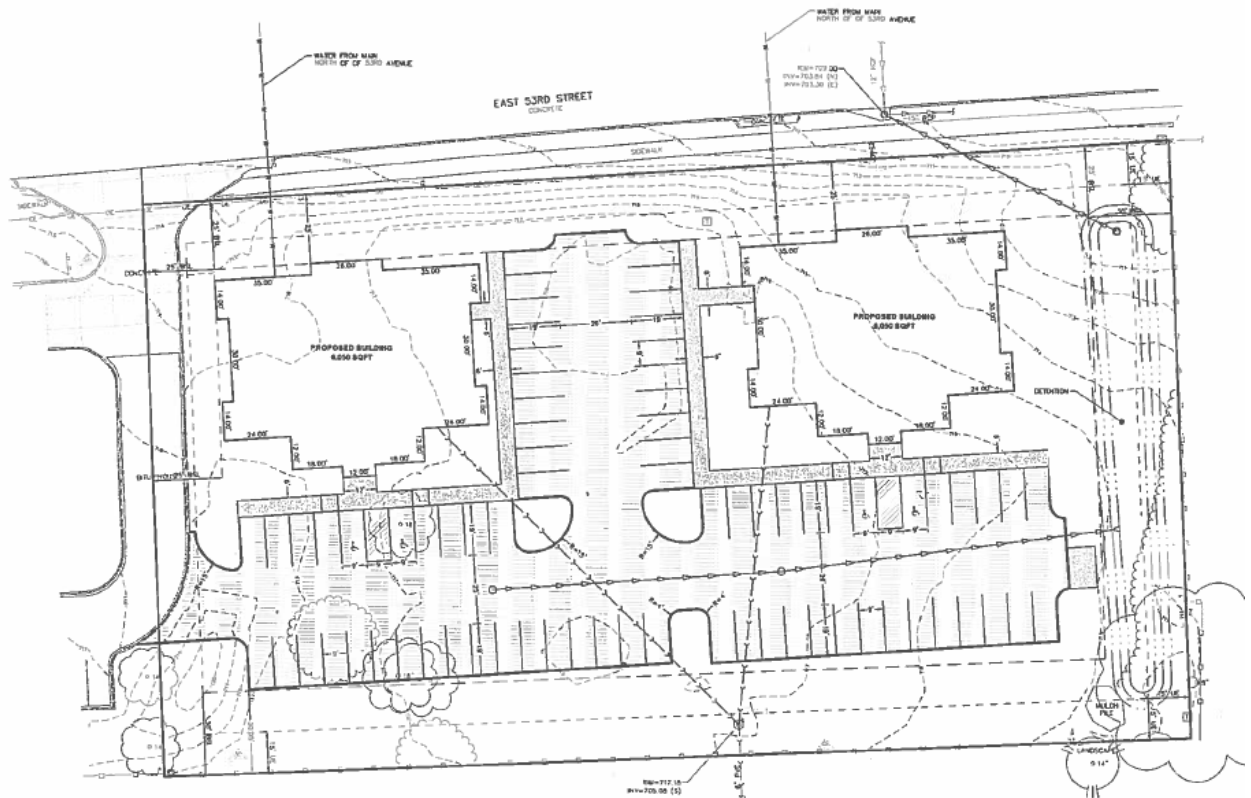
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

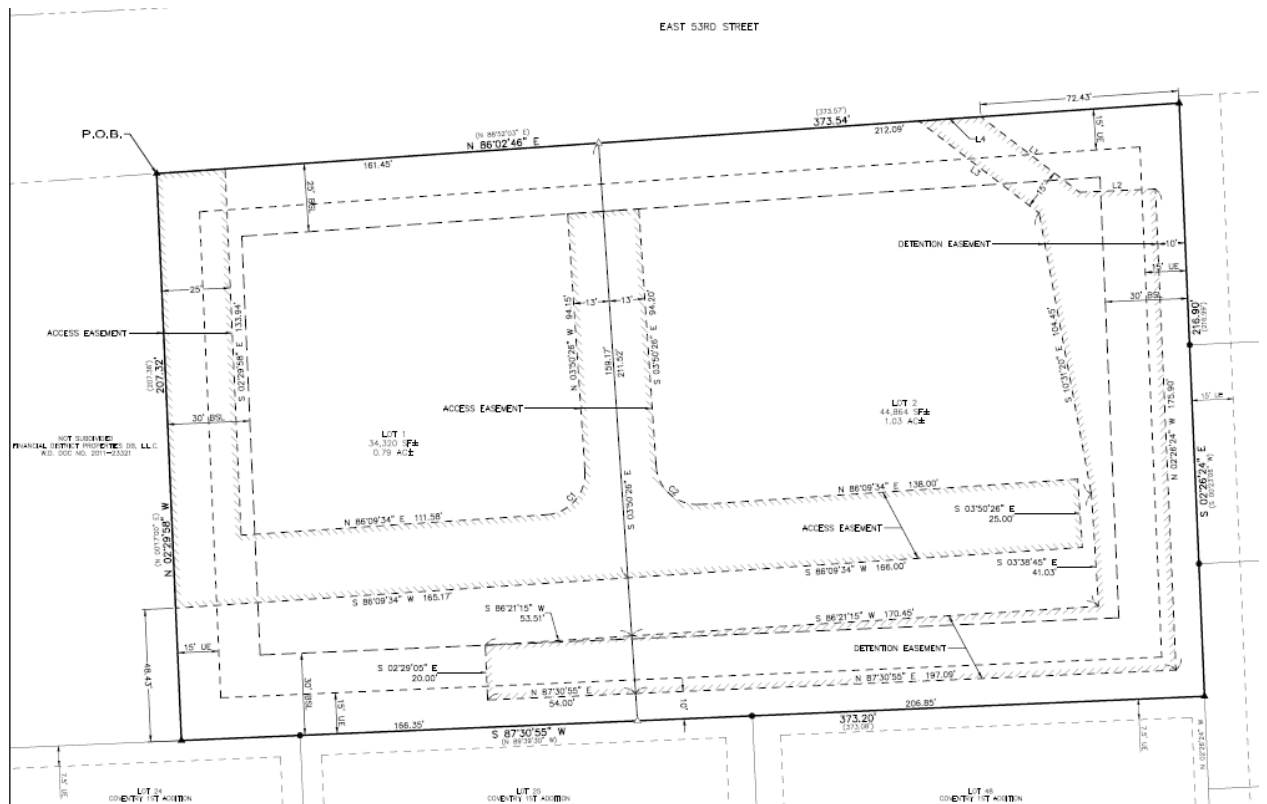
Attachments:

X:\PLANNING\Plan and Zoning Commission\Cases\F15-05

Site Plan



Plat (enlargement)



MEMORANDUM

Date: March 9, 2015

To: Wayne Wille, CFM
Planner II
Community Planning and Economic Development

From: Tom Leabhart, P.E.
Development Engineer

Re: Proposed Final Plat of Coventry Commercial Park Second Addition

It is recommended that the above referenced plat be approved subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The plat description calls out "replat", not resubdivision of Coventry Commercial Park First Addition.
4. There is an existing sanitary sewer manhole within the 15' utility easement along the south side of the addition. The utility easement therefore must also be shown as a sewer easement for a minimum distance of 20 feet east and west of the manhole.
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cc: Brian Schadt, City Engineer
File

MID AMERICAN ENERGY CO.

MEDIACOM

BY: _____
DATE: _____

BY: _____
DATE: _____

CENTURY LINK

PLANNING AND ZONING

BY: _____
DATE: _____

BY: _____
DATE: _____

IOWA-AMERICAN WATER CO.

CITY OF DAVENPORT, IOWA

BY: _____
DATE: _____

BY: _____
ATTEST: _____
DATE: _____

FINAL PLAT
OF
COVENTRY COMMERCIAL PARK
SECOND ADDITION

A RESUBDIVISION OF COVENTRY COMMERCIAL PARK FIRST ADDITION
PART OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 78 NORTH,
RANGE 4 EAST OF THE 5TH PRINCIPAL MERIDIAN
CITY OF DAVENPORT, SCOTT COUNTY, IOWA
1.82 ACRES±

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



SCALE: 1" = 20'

OWNER/SUBDIVIDER:

Build to Suit, Inc.
Contact: Kevin Koelner
1805 State Street, Suite 101
Bettendorf, IA 52722
Phone: (563) 355-2022

LEGEND

●	REBAR, FOUND
▲	REBAR WITH CAP # _____, FOUND
△	5/8" REBAR WITH CAP #13581, SET
100.00'	MEASURED DIMENSION
(100.00')	RECORDED DIMENSION
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GENERAL NOTES

- TRACT IS CURRENTLY ZONED C-0
- PROPOSED TOTAL LOT AREA = 1.82 AC±
- ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC ROAD RIGHT-OF-WAY.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG THE STREET FRONTAGES OF THE LOT.
- NO ADDITIONAL ACCESS TO 53RD STREET EXCEPT AT THE SHARED / COMMON ACCESS EASEMENTS.

SURVEYOR NOTES

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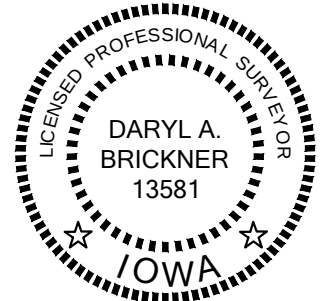
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Distances are listed in feet and decimal part of a foot.

All monuments have been found or set as shown on this plat.



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
My license renewal date is December 31, 2015
No. of sheets covered by this seal: _____

REVISIONS

DATE	DESCRIPTION	No.



BTS - BANKLAND DEVELOPMENT
DAVENPORT, IOWA

SUBDIVISION PLAT

Missman Project No:
C14L038

File Name:
C14L038 Boundary.dwg

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Field Book No:

Drawn By: DAB

Checked By: DAB

Date: 2/16/2015

Sheet 1 of 1

City of Davenport

Committee: Community Development
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 6

Action / Date
CD4/15/2015

Subject:

Resolution approving the issuance by the Public Finance Authority of bonds on behalf of Trinity Affordable Housing Corporation, an Illinois Nonprofit Corporation.

Recommendation:

Approve the Resolution.

Relationship to Goals:

Neighborhood improvements.

Background:

Trinity-Brady Village, LLC, is seeking to acquire and rehabilitate Brady Village, a 44-unit multifamily rental housing facility located at 1928 E. 38th Street. This entity is also seeking to acquire and rehabilitate several other properties in Iowa and Missouri as part of a multi-site, multi-jurisdictional project. As these existing properties are project-based Section 8 properties, the LLC is seeking bond financing from the Public Finance Authority (PFA).

The PFA was authorized under the Internal Revenue Code of 1986 and exists, in part, to issue private activity bonds for qualifying multi-jurisdictional projects. This is useful especially when the aggregated project cost is substantial and there are benefits in issuing bonds once, rather than for individual sites.

Section 147(f) of the Internal Revenue Code of 1986 requires that the City of each jurisdiction hold a hearing on the proposed issuance and pass a resolution approving the issuance of the bonds by the PFA. The City will have no responsibilities or liability with relation to the bonds; this procedural step is to merely make sure that the local jurisdiction is aware of the proposed project.

Approximately \$2,485,000 of the proceeds from the bond sale is expected to be used to improve the Brady Village property. Depending upon the timing of the financing, the project is expected to begin later this year.

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Development Committee	Berger, Bruce	Approved	4/8/2015 - 6:25 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 9:30 AM

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

Resolution setting a public hearing on the issuance of bonds by the Public Finance Authority on behalf of Trinity Affordable Housing Corporation, an Illinois nonprofit corporation.

WHEREAS, the Public Finance Authority (PFA) is a commission organized under Wisconsin Statutes and is authorized to issue tax-exempt, taxable, and tax credit conduit bonds for public and private entities throughout all 50 states; and

WHEREAS, Trinity-Brady Village, LLC, is an Iowa limited liability company that has requested that the PFA issue Multifamily Housing Revenue Bonds to finance and/or refinance the acquisition, rehabilitation, equipping and/or improvement of Brady Village, a 44-unit multi-family rental housing facility located at 1928 E. 38th Street, Davenport; and

WHEREAS, this LLC is seeking to acquire, refinance, rehab, and otherwise improve several other properties in Iowa and Missouri and has requested bond financing from PFA in aggregating all of the properties into a single project; and

WHEREAS, the bonds or a portion thereof will be “private activity bonds” for purposes of the Internal Revenue Code of 1986 and prior to their issuance, PFA’s action is required to be approved by the “applicable elected representative” of a governmental unit having jurisdiction over the entire area in which each project site is located, after a public hearing held following reasonable public notice.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing on the proposed approval of PFA’s issuance of bonds for the Brady Village project shall be held at the April 22 City Council meeting in Davenport City Council Chambers which begins at 5:30 p.m.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

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

Action / Date
CD4/15/2015

Subject:

Motion to set a public hearing for May 6, 2015, at 5:30pm in the Council Chambers for the purpose of amending and expanding the North Urban Renewal Plan.

Recommendation:

Approve the motion.

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.

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.

Public hearing to be held at the May 6, 2015, at Committee of the Whole.

ATTACHMENTS:

Type	Description
 Backup Material	North URA Plan

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	4/8/2015 - 6:22 PM
Community Development Committee	Berger, Bruce	Approved	4/8/2015 - 6:22 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 9:31 AM

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 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 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.

Exhibit B: Map of North Urban Renewal Area

North Urban Renewal Area

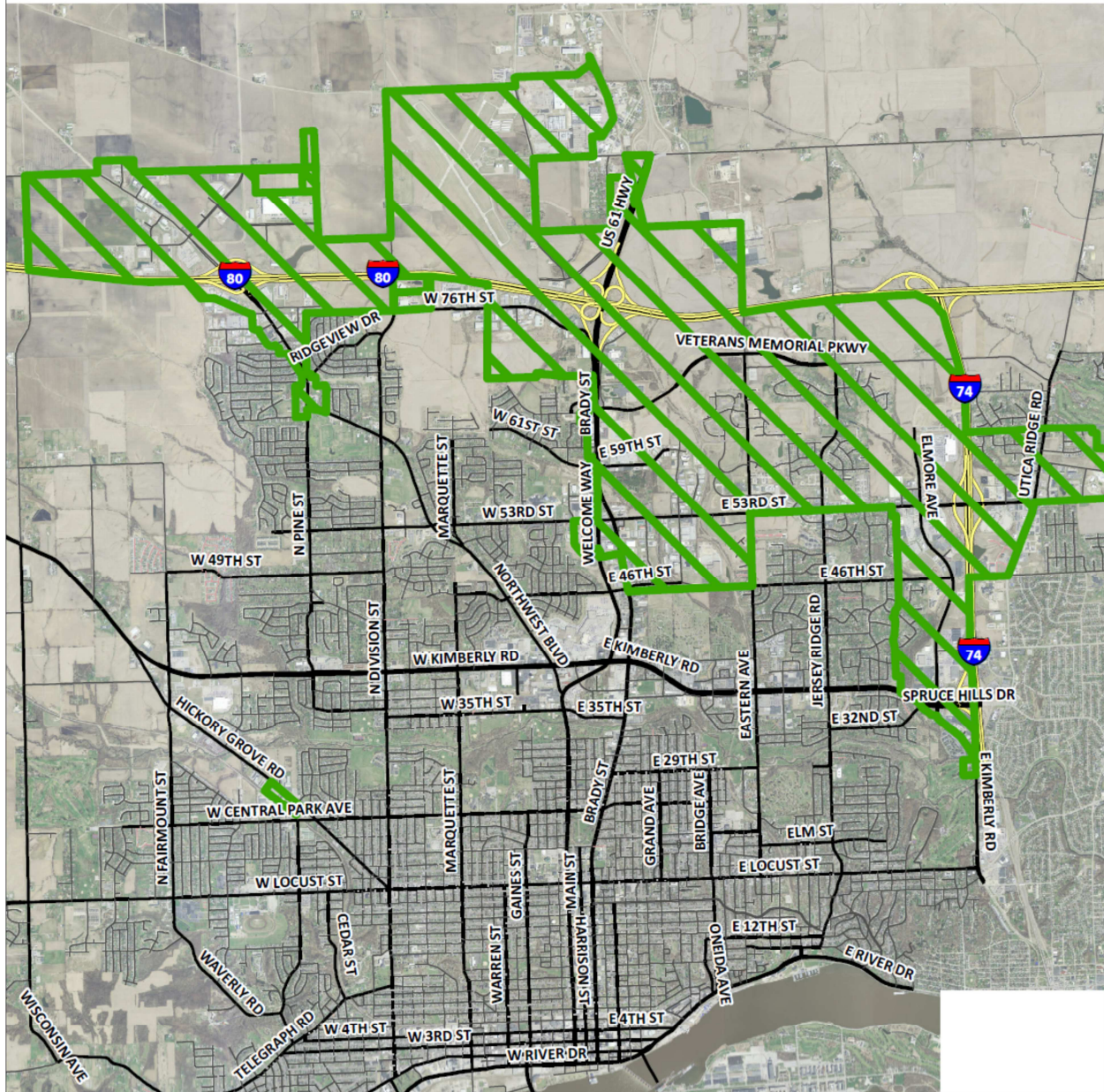
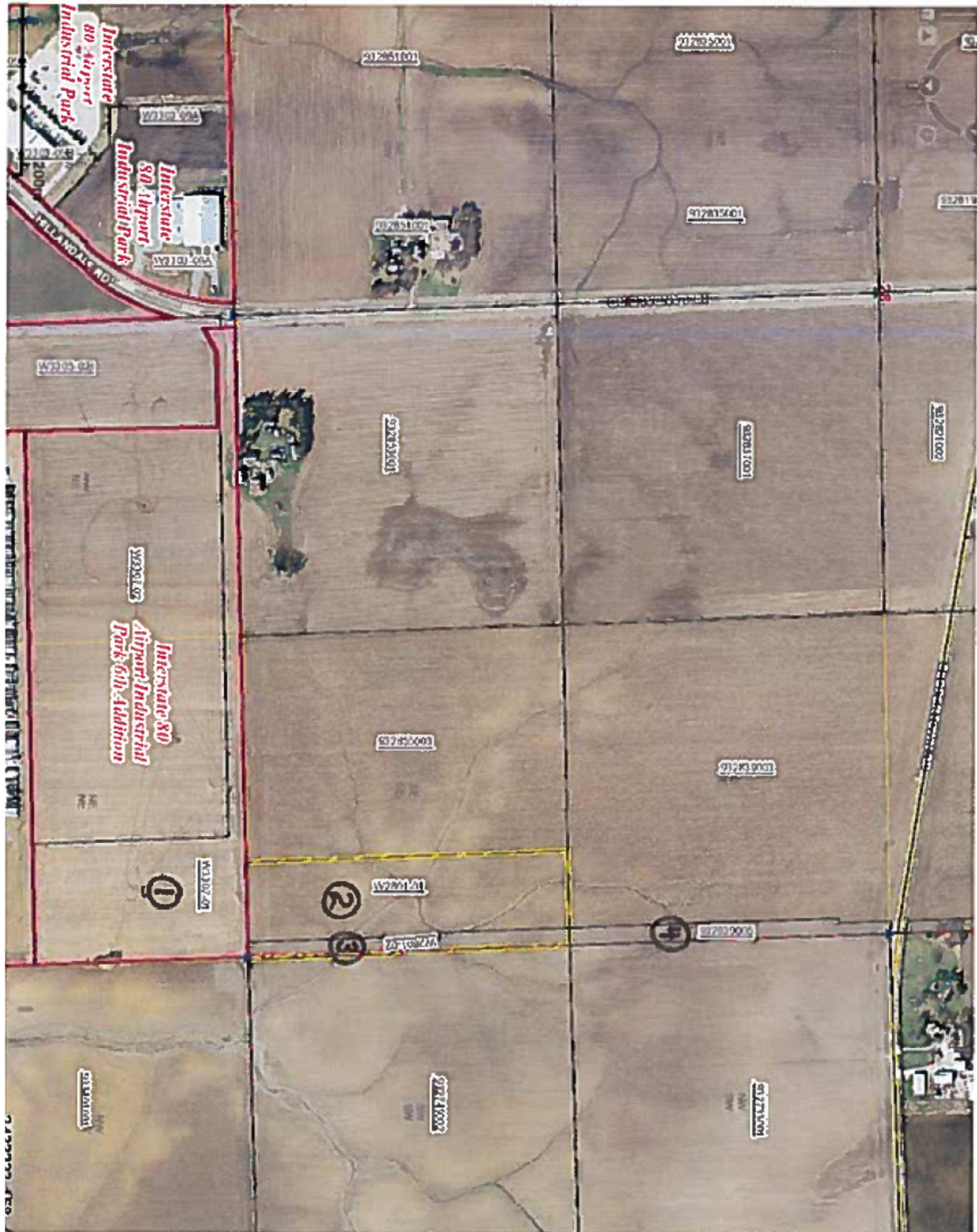
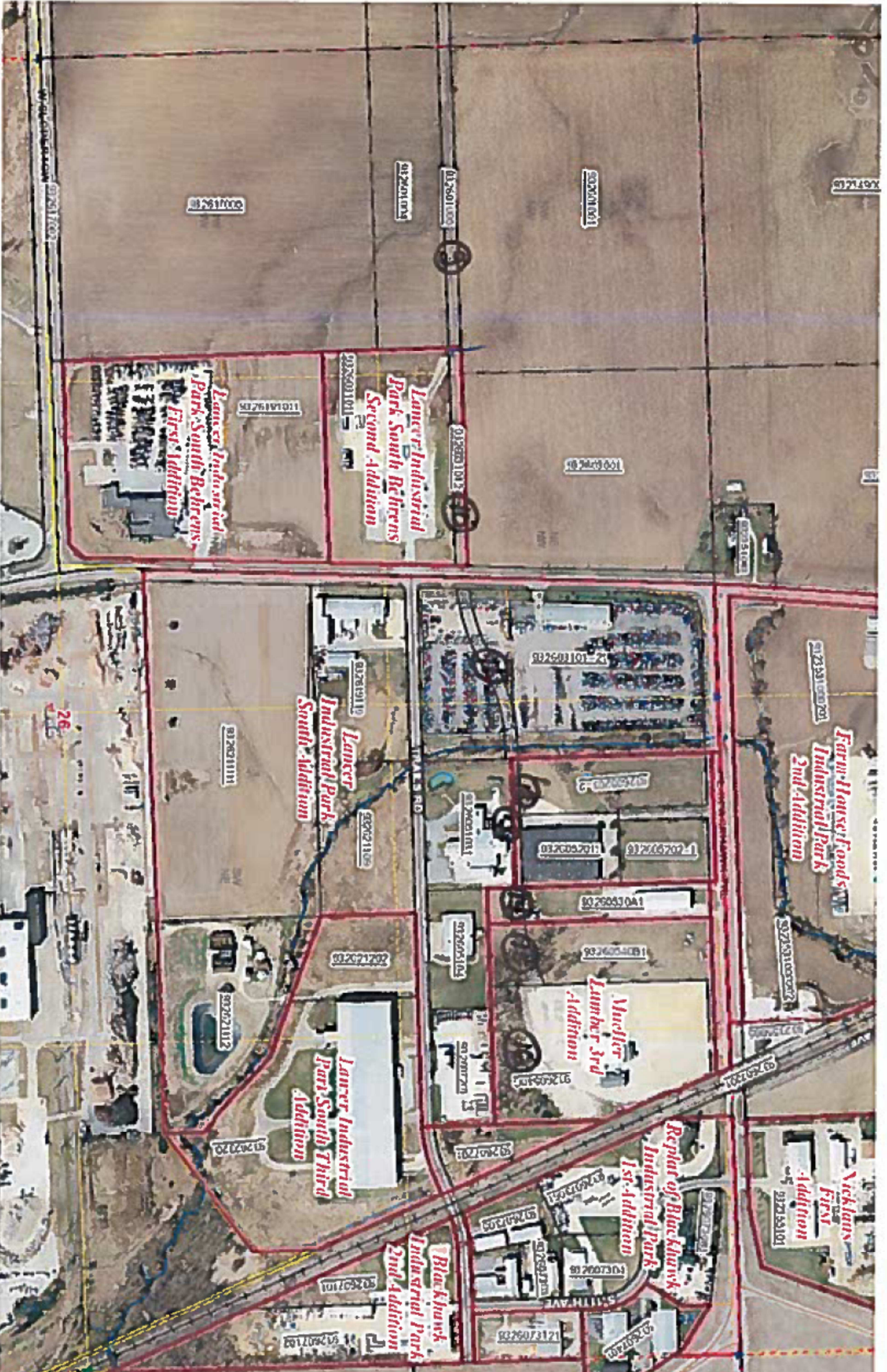


Exhibit C: Map of Rail ROW Parcels in North URA







932611001

932601001

932601004

932611000

932601001

932601002

Lancaster Industrial Park South Beltrons Second Addition

932611011

Lancaster Industrial Park South Beltrons First Addition

932611001

Farm House Food Industrial Park 2nd Addition

932611002

932601001

932601001

932601001

932601001

932601001

932601001

932601001

932601001

932601001

932601001

932601001

932601001

Lancaster Industrial Park South Addition

932611011

932611012

932611013

932611014

932611015

932611016

932611017

932611018

Lancaster Industrial Park South Third Addition

932611011

932611012

932611013

932611014

Musler Lumber 3rd Addition

932601001

932601001

932601001

932601001

932601001

932601001

Reprint of Blue Hawk Industrial Park 1st Addition

932601001

932601001

932601001

Nicklaus First Addition

932611001

26

City of Davenport

Agenda Group:
Department: Legal
Contact Info: T Warner x7735
Wards: All

Action / Date
PS4/1/2015

Subject:

Second Consideration: Ordinance amending Subsection 5.10.105(A) to allow the issuance of alcoholic beverages licenses or permits to an establishment within 600 feet of a state registered child development home or state licensed child care center upon an appeal with adequate buffering. [All Wards]

Recommendation:

Consider and pass if acceptable

Relationship to Goals:

Background:

A request was made to provide a process whereby an alcohol license or permit applicant could be granted a license within 600 feet of a daycare if the City Council determined adequate buffering was present; currently a blanket prohibition is in place.

ATTACHMENTS:

Type	Description
 Cover Memo	Ord Daycare Alcohol Separation

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	4/7/2015 - 4:00 PM

ORDINANCE NO. _____

ORDINANCE amending Subsection 5.10.105(A) to allow the issuance of alcoholic beverages licenses or permits to an establishment within 600 feet of a state registered child development home or state licensed child care center upon an appeal with adequate buffering

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

Section 1. That Subsection 5.10.105(A) is hereby amended to read as follows:

A. No application for a class A, class B, class C, or class E liquor store control license or a wine permit or a beer permit shall be approved if the property upon which such licensed or permitted activity will occur is located within six hundred feet, including public rights-of-way, of a state registered child development home, state licensed child care center, or public or private elementary or secondary school. However, an application within 600 feet, but not immediately abutting, a state registered child development home or state licensed child care center may be approved if the city council upon a hearing grants a waiver to this rule. The city council may grant the waiver if it determines the following exists: 1) the affected child development home or care center consents to the granting of the waiver; or 2) sufficient buffering exists to adequately mitigate the visual, sound, and foot traffic likely to be generated by the applicant, such as: a) an arterial roadway as defined in section 17.04.010.15, b) at least 100 feet of natural buffering like woods, ravines, waterways, or wetlands, or c) similar or greater visual, sound, and physical separation as set forth in “a” and “b” immediately above. “Physical separation” refers to the ease and options for pedestrian movement.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____

City of Davenport

Agenda Group:

Action / Date

Department: City Clerk

Contact Info: Jackie E. Holecek 563-326-6163

Wards: 3

Subject:

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

Recommendation:

Approve the resolution.

Relationship to Goals:

Support local events.

Background:

The attached resolution list(s) various requests received for street(s), lane(s) or public grounds to be temporarily closed to hold outdoor events.

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/6/2015 - 1:07 PM
City Clerk	Admin, Default	Approved	4/6/2015 - 1:07 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: Christ Apostolic Church

Event: Community Day

Dates: May 16, 2015

Closure Location: Alley of the 1200 block of West 6th

Ward: 3

Entity: Townsquare Media

Event: Rally on the River Motorcycle Event

Dates: June 16-21; 11:30 am – 6:00 PM

Closure Location: Beiderbecke Drive Warren to Marquette; Marquette from River Drive to Beiderbecke Drive

Ward: 3

Entity: Hollie Smith

Event: The Glow Run 5K

Dates: August 8, 2015

Closure Location: River Drive from Ripley to Oneida to the Riverfront Trail then ending at LeClaire Park

Ward: 3

Entity: HyVee

Event: HyVee Pinky Swear 5K

Dates: August 16, 2015

Closure Location: Gaines Street to River Drive, River Drive east to Perry then continuing east on the bikepath to Oneida Landing and return via the bikepath to Beiderbecke Drive finishing at Modern Woodman Stadium

Ward: 3

Approved this 22nd day of April, 2015.



Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Committee: Public Safety
Department: City Clerk
Contact Info: Jackie Holecek 326-6163
Wards: 3

Action / Date
PS4/15/2015

Subject:
Motion approving noise variance request(s) for various events on the listed dates at the listed times.

Recommendation:
Consider the requests.

Relationship to Goals:
Support local events.

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

El Volken, Consuelo Gonzalez, 813 West 2nd Street, Cinco de Mayo Celebration, May 2nd, 1:00 PM - Midnight.

Christ Apostolic Church, Community Day, May 16, 2015, closure of alley adjacent to 1200 block of West 6th, 9AM-6PM; Ward 3

Townsquare Media, Rally on the River, June 18-20, Centennial Park, Thursday 5 PM - Midnight; Friday Noon - 1 AM; Saturday 8AM - 1 AM, Over 50 dBA

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	3/24/2015 - 10:57 AM

City of Davenport

Agenda Group: Public Works
Department: Legal
Contact Info: T Warner x7752
Wards: All Wards

Action / Date
PW4/15/2015

Subject:

Resolution directing no special assessment for the Veterans Memorial Parkway/Forest Grove Road extension project from Jersey Ridge Road to the Eastern City Limits

Recommendation:

Pass the resolution

Relationship to Goals:

Background:

Passage of this Resolution will end the special assessment process for the extension of VMP/Forest Grove Road from Jersey Ridge to the Eastern City Limits. It also requires staff to stop the special assessment process for new city infrastructure projects that benefit the community until, staff examines the policy adopted in 1998 and the practice of special assessments generally and brings forward recommendations to the Council.

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	4/8/2015 - 1:41 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/8/2015 - 3:53 PM
City Clerk	Admin, Default	Approved	4/8/2015 - 4:00 PM

City of Davenport

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

Action / Date
PW4/15/2015

Subject:
Resolution accepting the 2013 Sewer Lining Program. The final project cost is \$1,071,567, budgeted in CIP Project #10541. *[All Wards]*

Recommendation:
Pass the resolution.

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

Background:
The 2013 Sewer Lining Program was awarded to Insituform Technologies, USA, Inc of Chesterfield, Missouri. The program rehabilitated existing sanitary sewers through the use of cured in place pipe (SAP) liners. The product eliminates leaking joints, restores structural integrity to damaged sewers and provides increased flow capacity without the cost of open excavation.

The program was a combined effort by the Sewer and Engineering Divisions of the Public Works Department. Sanitary sewers lined were based on the recommendations of a previous Silver Creek Infiltration & Inflow (I&I) Study and is part of the IDNR Administrative order.

Final program cost is \$1,071,567 funded in CIP #10541.

This resolution accepts the project and allows the contractor to be paid the retainage.

ATTACHMENTS:

Type	Description
 Resolution Letter	PW_RES_SEWER LINING
 Backup Material	Additional Info

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/9/2015 - 9:16 AM
Public Works Committee	Lechvar, Gina	Approved	4/9/2015 - 12:42 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 2:51 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council, of the City of Davenport.

Resolution accepting the 2013 Sewer Lining Program. The final project cost is \$1,071,567, budgeted in CIP Project #10541.

Whereas, the City of Davenport entered into a contract with Insituform Technologies, USA, Inc. of Chesterfield, Missouri; and

Whereas, work on the project has been satisfactorily completed;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that the 2013 Sewer Lining Program is hereby accepted.

Passed and approved this 22nd day of April, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



TO: Sandy Doran
City Project Manager
Davenport, IA

Make Checks Payable to:
INSITUFORM TECHNOLOGIES USA, LLC
PLEASE REMIT PAYMENT TO:
Insituform Technologies USA, LLC
Post Office Box 674060
Dallas, Texas 75267-4060

ESTIMATE # 6 - Final
INVOICE # 6 - Final
JOB # 101899
WORK COMPLETED THRU: 03/31/15
INVOICE DATE: 03/31/15

PROJECT: FY 2013 Sewer Lining Program
Bid 13-68

ITEM NO	DESCRIPTION	CONTRACT		COMPLETED THIS PERIOD			COMPLETED-TO-DATE			Prev qtys
		QUANTITY	UNIT PRICE	QUANTITY	%	AMOUNT	QUANTITY	%	AMOUNT	
1	CIPP 8"	33,068 LF	\$19.30	0 LF	0%	\$0.00	31,473 LF	95%	\$607,428.90	31,473
2	CIPP 10"	486 LF	\$27.60	0 LF	0%	\$0.00	1,548 LF	319%	\$42,724.80	1,548
3	CIPP 12"	3,142 LF	\$28.30	0 LF	0%	\$0.00	4,428 LF	141%	\$125,312.40	4,428
4	CIPP 15"	155 LF	\$44.10	0 LF	0%	\$0.00	2,294 LF	1480%	\$101,165.40	2,294
5	CIPP 18"	1 LF	\$230.30	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
6	CIPP 21"	1 LF	\$271.20	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
7	CIPP 24"	1 LF	\$335.80	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
8	CIPP 30"	1 LF	\$424.80	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
9	CIPP 36"	1 LF	\$538.20	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
10	CIPP 42"	1 LF	\$664.90	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
11	CIPP 48"	1 LF	\$841.00	0 LF	0%	\$0.00	0 LF	0%	\$0.00	0
12	Cut protruding laterals	52 EA	\$226.60	0 EA	0%	\$0.00	59 EA	113%	\$13,369.40	59
13	Live laterals identified and Reinstated	1032 EA	\$87.10	0 EA	0%	\$0.00	1430 EA	139%	\$124,553.00	1430
14	Traffic Control	1 LS	\$13,434.90	0 LS	0%	\$0.00	1.00 LS	100%	\$13,434.90	1.00
15	Materials	1 LS	\$15,000.00	0 LS	0%	\$0.00	1.00 LS	100%	\$15,000.00	1.00
16	CO - Additional Crew Mobilization	1 LS	\$5,850.00	0 LS	0%	\$0.00	1.00 LS	100%	\$5,850.00	1.00
17	CO - Lateral Reinstatement - Hickory Grove	2 HR	\$585.00	0 HR	0%	\$0.00	2.00 HR	100%	\$1,170.00	2.00
18	CO - Additional Cleaning - 8"	1998 FT	\$2.50	0 FT	0%	\$0.00	1998.00 FT	100%	\$4,995.00	1998.00
19	CO - Additional Cleaning - 15"	717 FT	\$8.80	0 FT	0%	\$0.00	717.00 FT	100%	\$6,309.60	717.00
20	CO - Taper Charge	3 EA	\$2,500.00	0 EA	0%	\$0.00	2.00 EA	67%	\$5,000.00	2.00
21	CO - MH Rehab - Dover Ct	16 VF	\$475.00	0 VF	0%	\$0.00	15.00 VF	94%	\$7,125.00	15.00
22	Airport - CIPP 12"	125 LF	\$28.30	0 LF	0%	\$0.00	125 LF	100%	\$3,537.50	125
23	Harrison Street - Hometown Back Charge	1 LS	-\$5,408.33	1 LS	100%	-\$5,408.33	1 LS	100%	-\$5,408.33	0
TOTAL CONTRACT:		\$865,791.60		EARNED THIS PERIOD:		(\$5,408.33)	EARNED TO DATE:		\$1,071,567.57	

Month Gross (\$5,408.33)
Month Retention \$0.00
Month Open (\$5,408.33)

Less: Retainage @ 0% 0.00
Previous Estimates 1,023,303.99

Customer Number: 95880

Other _____
Total Deductions from
Earned to Date 0.00

If there are any questions regarding this invoice, please
contact Beth Heckenkamp Area Adm (636)530-8621

AMOUNT DUE
THIS ESTIMATE: \$53,401.50

City of Davenport

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

Action / Date
PW4/15/2015

Subject:

Resolution approving Contract Amendment Number Five Revised for the EQ Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer I & I to Veenstra & Kimm, Inc. in the amount Not-To-Exceed \$275,000.00 budgeted in CIP Projects #00790 & #10539. *[All Wards]*

Recommendation:

Pass the resolution.

Relationship to Goals:

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

Background:

Four Engineering firms responded to our Request for Proposal to design the Joint-Use Sewer Equalization Basin. The Scope of work in the RFP is structured to be completed in multi-phases. Veenstra and Kimm, Inc. were selected for the multi-phased RFP. This resolution is the approval of Amendment Five Revised of the original contract award and is within the original budget.

The scope of work is to define project tasks associated with the preliminary plans to reduce flows to the Water Pollution Control Plant and planning required for an EQ Basin Facility Plan through year 2045. The Project Tasks are:

- Task 5-1 – Complete Preliminary Plans to intercept River flow into sanitary sewer.
- Task 5-2 – Initiate future flow and loading determinations with Joint Use Cities.
- Task 5-3 – Yearly Administrative Order update to IDNR Legal.
- Task 5-4 - Prepare 28E for Joint Use Cities.

These investigations support the Administrative Consent Order Section V. – Order. Eliminating the sources of inflow and infiltration into the sanitary sewer system will reduce the size and cost of future wet weather improvements such as the Equalization Basin.

This program is a combined effort by the Sewer, Engineering and Natural Resources Divisions of the Public Works Department.

Funds for the EQ Basin/Wet Weather Improvements – Davenport Sanitary Collection Sewer I & I are budgeted in CIP Projects #00790 & #10539 for a total Not-To-Exceed \$275,000.

ATTACHMENTS:

Type	Description
▢ Backup Material	Page 2
▢ Backup Material	Additonal Info
▢ Backup Material	Additional Info

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/9/2015 - 9:19 AM
Public Works Committee	Lechvar, Gina	Approved	4/9/2015 - 12:40 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 2:51 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolved by the City Council of the City of Davenport.

Resolution approving Contract Amendment Number Five Revised for the EQ Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer I & I to Veenstra & Kimm, Inc. in the amount Not-To-Exceed \$275,000.00; (Wards: All), CIP Projects #00790 & #10539.

Whereas, the City of Davenport entered into a contract with Veenstra & Kimm, Inc. for EQ Basin/Wet Weather Improvements;

Whereas, changes to the plans have become necessary due to on-going field investigations and additional work required;

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

Whereas, the additional work is to be performed at agreed upon prices;

Now, therefore, be it resolved, by the City Council of the City of Davenport, Iowa: that Contract Amendment Number Five Revised is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 22nd day of April, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

Doran, Sandy

From: Leo Foley <lfoley@v-k.net>
Sent: Thursday, April 02, 2015 11:29 AM
To: Doran, Sandy
Cc: Schmidt, Brian; Clarke, Michael; Marti Ahlgren; Sonya Paddock; Ted Payseur
Subject: FW: EQ Basin/Wet Wather Project Engineering Services Amendment
Attachments: Contract Amend 5R Complete.pdf

Sandy

Amendment 5R has now been coordinated with the Joint Use Cities and is ready for your green sheet process to council.

I discussed this with Brian Schmidt today and we agreed that the amendment does not have to go through each council. He did ask that we initiate each future amendment with a meeting where all four cities are invited. I told Brian I would ensure all cities are alerted early and given a chance to help develop the amendment.

Thanks

Leo

*Leo F. Foley, P.E.
Veenstra & Kimm, Inc.
1530 46th Ave., Ste. 2B
Moline, IL 61265-7019
Ph. 309-797-0171
Cell 309-738-2918
Fax 309-797-0996
lfoley@v-k.net*

From: Leo Foley [mailto:lfoley@v-k.net]
Sent: Thursday, March 19, 2015 10:27 AM
To: Schmidt, Brian; Clarke, Michael; Sonya Paddock; Marti Ahlgren (smahlgren@mchsi.com)
Cc: Doran, Sandy; Ted Payseur; Leabhart, Tom; Doug Hradek (dmh@ci.davenport.ia.us); Doug.Lubben@CH2M.com
Subject: EQ Basin/Wet Wather Project Engineering Services Amendment

Attached is the revised contract Amendment 5R. This Amendment is required to satisfy some of the tasks for the administrative order. All the tasks are funded and part of items shown on the budget projection spreadsheet handed out at the Joint Use Cities Meeting in Feb 2015.

We revised the amendment to only review future flows and loadings in task 2. This will take extensive coordination with the IDNR and that work is on-going. The future facility planning will be mover for FY 17/18 to take into consideration additional findings and river inflow reductions.

V & K will sign the amendment and send to Davenport for processing. If you need additional clarifications or questions please call ASAP.

Thank You

Leo F. Foley, P.E.

March 19, 2015

CONTRACT AMENDMENT NO. 5R

EQ BASIN/WET WEATHER IMPROVEMENTS
WET WEATHER TREATMENT OPTIMIZATION
DAVENPORT, IOWA

Supplemental Scope of Work

This scope is to define project tasks associated with the preliminary plans to reduce flows to the Water Pollution Control Plant and planning required for an EQ Basin Facility Plan through year 2045. Work items included are:

- Task 5-1 - Complete Preliminary Plans to intercept river flow into sanitary sewer
- Task 5-2 - Initiate future flow and loading determinations with Joint Use Cities
- Task 5-3 - Yearly Administrative Order update to IDNR Legal
- Task 5-4 - Prepare 28E for Joint Use Cities

Estimated Cost and Schedule

Amendment No. 5 will be billed as a not-to-exceed fee of \$375,000.00 for supplemental engineering services to the original engineering contract signed on December 27, 2011. The work tasks are broken down as follows with the project to be completed as shown.

	<u>Cost</u>	<u>Completion Date</u>
• Task 5-1	\$120,000.00	June 2016
• Task 5-2	75,000.00	June 2016
• Task 5-3	50,000.00	June 2017
• Task 5-4	<u>30,000.00</u>	January 2016

TOTAL AMENDMENT 5 COSTS \$275,000.00

Funding Source

The tasks described above are typically funded by the City of Davenport and then, if cost shared, billed to the Joint Use Cities based on pre-approved cost share percentage. The estimated cost and initial funding line items are detailed below:

<u>Task</u>	<u>Cost Share</u>	<u>Davenport Funding Source</u>
5-1	*	50% 1930's Interceptor Sewer Improvements 50% 1970's Interceptor Sewer Improvements
5-2	Yes	Sanitary Sewer EQ Basin
5-3	Yes	Sanitary Sewer EQ Basin
5-4	Yes	Sanitary Sewer EQ Basin

* 1930's and 1970's Interceptor Sanitary Sewer Improvements are not agreed upon for cost share. This issue will be worked out under Task 5.4 (28E for Joint Use Cities).

Deliverables

Attached is a document with a detailed work breakdown of each task.

Contract Amendment No. 5 increases contract price by \$275,000.00. Costs will be segregated from previous agreements.

VEENSTRA & KIMM, INC.

DAVENPORT, IOWA

By _____

By _____

Title Project Manager

Title _____

Date _____

Date _____



EQ Basin/Wet Weather Improvements – Amendment No. 5

Scope of Work

Davenport WPCP Wet Weather Treatment Optimization:

Mississippi Riverfront/Sewer Flow Reduction Plan

Definitions:

Owner – City of Davenport

Engineer – V&K/CH2M HILL Team

IDNR – Iowa Department of Natural Resources

- Task 5-1 Complete preliminary plans to intercept river flow into sanitary sewer
- Utilize 1930's Interceptor Sewer television data and river intrusion data
 - Determine structure locations, piping plan, restoration requirements (plan set about 30% complete) ~ Budget estimate \$5M improvements
 - Determine detailed construction costs and phasing schedule
 - Comply with Administrative Order to have a plan in place for December 2018
 - Schedule – 30% plans FY 16; final plans FY 17; permits FY 18
 - Estimated engineering services fee - \$120,000
- Task 5-2 Initiate future flow and loading determinations with Joint Use Cities
- Establish existing flows in collection system trying to reach the WPCP and gain IDNR concurrence
 - Coordinate with Bi-State Regional Commission for future development plans. Must look at 2045 as end date
 - Coordinate with IDNR on flow and loadings for commercial and industry flow allowances
 - Schedule – must be completed in FY 16
 - Estimated engineering services fee - \$75,000
- Task 5-3 Continue to provide updated annual review to IDNR legal and field staff concerning Administrative Order. Coordinate with on-going legal activities concerning use of blended flows
- Schedule – FY 15 and FY 16
 - Estimated engineering services fee - \$50,000
- Task 5-4 Prepare 28E for Joint Use Cities
- Hold joint meetings with the cities (charette group participation techniques)
 - Draft preliminary agreement to detail roles, cost share commitments for new construction, operations and maintenance
 - Review future flow and loading values and allocations to Joint Use Cities
 - Schedule – 12 months
 - Estimated engineering services fee - \$30,000

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Brian Schadt; (563) 326-7786
Wards: 5

Action / Date
PW4/15/2015

Subject:
Resolution approving Contract for design services to install elevators in Building C and D at the Annie Whittenmyer Facility in the amount Not-To-Exceed \$38,500.00. *[Ward 5]*

Recommendation:
Pass the resolution.

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

Background:

ATTACHMENTS:

Type	Description
❏ Resolution Letter	PW_RES_AW Elevator pg2
❏ Backup Material	PW_RES_Elevator agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/9/2015 - 12:38 PM
Public Works Committee	Lechvar, Gina	Approved	4/9/2015 - 12:43 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 2:51 PM

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Brian Schadt; (563) 326-7786
Ward: All

Action / Date
PW 04/15/15

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Contract for design services to install elevators in Building C and D at the Annie Whittenmyer Facility in the amount Not-To-Exceed \$38,500.00.

WHEREAS, the current tenant of the facilities have requested ADA access to the upper floors of the building;

WHEREAS, a contract was successfully negotiated with Scholtz, Gowey, Gere, Marolf Architects of Davenport, Iowa for the design of the requested 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 22nd day of April, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



AIA®

Document B104™ – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the First day of April in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Davenport
226 W. 4th Street
Davenport, IA 52801
Telephone Number: 563-326-7711
Fax Number: 563-326-7736

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Scholtz Gowey Gere Marolf, Architects & Interior Designers, Professional Corporation
201 W. 2nd Street, Ste. 608
Davenport, IA 52801
Telephone Number: 563-326-2555
Fax Number: 563-326-1108

for the following Project:
(Name, location and detailed description)

Family Resources Elevator Additions
2800 Eastern Avenue
Davenport, IA 52803
Architectural/Engineering services for Elevator Additions and Remodel - Buildings "C" & "D".

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Elevator additions (2) and associated building remodeling for Family Resources Buildings C & D, Annie Whittenmeyer, 280 Eastern Avenue, Davenport, IA 52803

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by

Init.

the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions,

quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services Eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$38,500.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly Rates Schedule (attached)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Rates Schedule (attached)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents	<u>Fifty</u>	percent (	<u>50</u>	%)
Phase				
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

Init.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

| N/A

§ 11.10 PAYMENTS TO THE ARCHITECT

| § 11.10.1 An initial payment of N/A (\$ N/A) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

| Hourly Rate Schedule (attached)

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

John E. Gere, AIA, Principal
(Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Gere, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 13:58:32 on 04/06/2015 under Order No. 5223210154_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B104™ – 2007, Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



ARCHITECTS & INTERIOR DESIGNERS, P C

HOURLY RATE SCHEDULE
(Effective January 1, 2015)

GREG GOWEY, AIA	Principal	\$140.00
JOHN E. GERE, AIA	Principal	\$140.00
ROBERT BRAUN, AIA	Project Architect	\$100.00
KRISTINE WHYLE, IIDA	Interior Designer	\$85.00
PATRICK MAHAR	Architectural Designer	\$80.00
DAN SCHMELTZER	Intern Architect	\$75.00
RHONDA OSBOURNE	Office Administration	\$50.00

City of Davenport

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

Action / Date
PW4/14/2015

Subject:

Resolution authorizing the preparation and submission of a RISE Program application to the State for grant assistance to extend Elmore Avenue from its current terminus, approximately 5800 block, northerly past Veterans Memorial Parkway to Jersey Ridge Road. *[Ward 6]*

Recommendation:

Approve the Resolution.

Relationship to Goals:

A Growing Local Economy.

Background:

The Elmore Avenue corridor in the northeast quadrant of the City has shown substantial growth and development in the last two decades. Through the relocation of the casino, as well as additional retail and tourism based development interest. There is a demonstrated need and desire for extension of the existing Elmore Avenue corridor. This extension, along with improved continuity through connection with the proposed Veterans Memorial Parkway, will prepare a substantial area for expanded interest development.

Public Works staff are recommending the submission of an application to the State of Iowa Department of Transportation RISE (Revitalize Iowa's Sound Economy) program for the extension of Elmore Avenue from its current terminus, approximately 5800 block, northerly past Veterans Memorial Parkway to Jersey Ridge Road. The project would entail land acquisition, paving the road, sanitary sewer and stormwater system extension, and is estimated at \$13.0 million. The City Council approved \$13.0 million in 2016 – 2021 Capital Improvement Program from 2016 bonds abated by tax increment financing for local matching funds toward the project.

Community Planning & Economic Development Staff will submit a RISE Program grant application to the Iowa Department of Transportation by April 1, 2016 for an estimated grant of \$4.8 million in non-prevailing wage project costs, subject to approved participating costs.

ATTACHMENTS:

Type	Description
 Resolution Letter	PW_RES_Pg 2 Rise Grant

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	4/9/2015 - 12:39 PM
Public Works Committee	Lechvar, Gina	Approved	4/9/2015 - 12:40 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 2:52 PM

Resolution No. _____

Resolution offered by Alderman

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the preparation and submission of a RISE Program application to the State for grant assistance to extend Elmore Avenue from its current terminus, approximately 5800 block, northerly past Veterans Memorial Parkway to Jersey Ridge Road.

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

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

WHEREAS, the expansion of Elmore Avenue from its current terminus, approximately 5800 block, northerly past Veterans Memorial Parkway to Jersey Ridge Road (the "project") would improve traffic circulation and access to future businesses in the Elmore Avenue area; and

WHEREAS, Elmore Avenue is dedicated to public use which the City will adequately maintain; and

WHEREAS, the City has committed \$13.0 million in the 2016 – 2021 Capital Improvement Program for the project; and

WHEREAS, the City endorses the project and has estimated the total project cost to be \$13.0 million; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City's Public Works Department is authorized to prepare and submit an application to the State for grant assistance in the amount of \$4.8 million for the extension of Elmore Avenue and that Mayor Gluba and other public official(s) as necessary are authorized to sign any associated application material and grant funding agreements related to the project.

Passed and approved this 22nd day of April, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:

Motion to approve the contract for sitework at the Central Fire Station project to Miller Trucking & Excavating of Silvis, IL, in the amount of \$417,620. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation for Bids was issued to sixty-five vendors on March 23, 2015. The Purchasing Division will open bids on April 13, 2015.

This contract is for all the final sitework on the Central Fire Station project.

Miller Trucking & Excavating is the lowest responsive and responsible vendor. See bid tab attached.

Funding for this project come from the CIP account 02348 for the Central Fire Station. These funds are available from the sale of general obligation bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:15 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – SITEWORK

BID NUMBER: 15-113

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO MILLER TRUCKING &
EXCAVATING OF SILVIS, IL

<u>VENDOR NAME</u>	<u>AMOUNT</u>
--------------------	---------------

Miller Trucking & Excavating of Silvis, IL	\$417,620
---	------------------

Needham Excavating Inc. of Walcott IA	\$491,445
---------------------------------------	-----------

Prepared By _____	_____
Purchasing	Date

Approved By _____	_____
Department Director/PW	Date

Approved By _____	_____
Chief/Fire Dept.	Date

Approved By _____	_____
Budget/CIP	

Approved By _____	_____
Finance Director	

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:

Motion awarding the contract for the Central Fire Station - Plumbing to Northwest Mechanical, Inc. of Davenport, in the amount of \$496,000. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation for Bids was issued to fifty four vendors on March 23, 2-15. On April 13, 2015, the Purchasing Division will open bid.

This contract is for the plumbing work to be performed for the Central Fire Station project.

Northwest Mechanical Inc. was the lowest responsive and responsible vendor. See bid tab attached.

Funding for this project is from the CIP account 02348. These funds are from the sale of general obligation bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:14 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – PLUMBING

BID NUMBER: 15-109

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO NORTHWEST
MECHANICAL INC. OF DAVENPORT

<u>VENDOR NAME</u>	<u>AMOUNT</u>
--------------------	---------------

Northwest Mechanical Inc. of Davenport	\$496,000
---	------------------

Ragan Mechanical, Inc. of Davenport	\$564,850
-------------------------------------	-----------

Crawford Company of Rock Island, IL	\$649,900
-------------------------------------	-----------

Prepared By _____
Purchasing Date

Approved By _____
Department Director/PW Date

Approved By _____
Chief/Fire Dept. Date

Approved By _____
Budget/CIP

Approved By _____
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
FIN4/15/2015

Subject:

Motion awarding the contract for the Central Fire Station HVAC to Crawford Company of Rock Island, IL, in the amount of \$734,800. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation for Bids was issued to fifty-nine vendors on March 23, 2015. On April 13, 2015, the Purchasing Division will open bids.

This contract is for the new HVAC for the Central Fire Station project.

Crawford Company is the lowest responsive and responsible vendor. See bi tab attached.

Funding for this project is from the CIP project 02348 for the Central Fire Station.

ATTACHMENTS:

Type	Description
 Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:14 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – HVAC

BID NUMBER: 15-110

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO CRAWFORD COMPANY
OF ROCK ISLAND, IL

<u>VENDOR NAME</u>	<u>AMOUNT</u>
--------------------	---------------

Crawford Company of Rock Island, IL	\$734,800
--	------------------

Schebler Company of Bettendorf, IA	\$848,026
------------------------------------	-----------

Prepared By _____	_____
Purchasing	Date

Approved By _____	_____
Department Director/PW	Date

Approved By _____	_____
Chief/Fire Dept.	Date

Approved By _____	_____
Budget/CIP	

Approved By _____	_____
Finance Director	

City of Davenport

Agenda Group: Finance
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:

Motion awarding the contract for the Central Fire Station - Electrical to J. W. Koehler Electric, Inc. of Davenport, in the amount of \$1,193,900. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation for Bids was issued on March 23, 2015 to forty-seven vendors. The Purchasing Division will open bids on April 13, 2015.

This contract is for the electrical work for the Central Fire Station project.

J. W. Koehler Electric Inc. is the lowest responsive and responsible vendor. See bid tab attached.

Funding for this project is from the CIP account 02348 for the Central Fire Station Project. These funds come from the sale of general obligation bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:14 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – ELECTRICAL

BID NUMBER: 15-111

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO J. W. KOEHLER
ELECTRIC INC. OF DAVENPORT

<u>VENDOR NAME</u>	<u>AMOUNT</u>
J. W. Koehler Electric Inc. of Davenport	\$1,193,900
Rock River Electric, Inc. of Colona, IL	\$1,206,831
Tri-City Electric Co. of Davenport	\$1,423,902

Prepared By _____
Purchasing Date

Approved By _____
Department Director/PW Date

Approved By _____
Chief/Fire Dept. Date

Approved By _____
Budget/CIP

Approved By _____
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:

Motion approving the contract award for the demolition of the 1940's Central Fire Station Addition as part of the Central Fire Station Rehabilitation project to McAdam, Inc. of Davenport in the amount of \$136,690. [Ward 3]

Recommendation:

Approve the Motion

Relationship to Goals:

Financial Accountability

Background:

On March 16, 2015, an Invitation to Bid was issued and sent to thirty-four contractors. On April 6, 2015, the Purchasing Division opened and read three bids. A bid tab is attached.

This work will provide demolition of the existing 1940's building addition. This work includes the removal of the building interior, shell and foundations.

McAdams, Inc. is the lowest responsive and responsible bidder. They have successfully performed this type of work for the City in the past.

An additional line item was included in the bidding process. It is the demolition of the Horst Building, currently owned by Scott County. When the balance of the bids are in for the complete Central Fire Station Rehabilitation project, if the budget allows; there will be a change order for \$58,000 to include the demolition of the Horst Building. Until the other bids are received, it cannot be determined if this is a cost effective expense for the allowed budget.

This project is funded from the New Central Fire Station FY15 CIP project #02348, with a current balance of \$988,953.84. The funding source is from the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
 Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:13 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – BUILDING DEMOLITION
BID NUMBER: 15-96
OPENING DATE APRIL 6, 2015
RECOMMENDATION: AWARD THE CONTRACT TO McADAM, INC. OF DAVENPORT

<u>VENDOR NAME</u>	<u>AMOUNT</u>
McAdam, Inc of Davenport IA	\$136,690
Miller Trucking & Excavating of Silvis IL	\$202,250
Valley Construction Company of Rock Island IL	\$341,244

Prepared By Krista Keller 4/9/15
Purchasing Date

Approved By W. H. Duke 8 April 2015
Department Director/PW Date

Approved By James B. Belford 04-09-15
Chief/Fire Dept. Date

Approved By Brandi Coz 4-9-15
Budget/CIP

Approved By BW 4-9-2015
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
FIN4/15/2015

Subject:

Motion awarding the contract for the Central Fire Station - Fire Sprinkler to Continental Fire Sprinkler Company of Davenport, in the amount of \$160,450. [Ward 3]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation for Bids was issued and sent to 131 vendors on March 23, 2015. Purchasing will open the bids on April 13, 2015.

This work is for the fire sprinkler system throughout the building.

Continental Fire Sprinkler Company was the lowest responsible and responsive bidder. See the bid tab attached.

Funding for this work is from the FY15 CIP account for Central Fire Station. with a current balance of \$1,516.741.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:13 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – FIRE SPRINKLER

BID NUMBER: 15-108

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO CONTINENTAL FIRE SPRINKLER
COMPANY OF DAVENPORT

<u>VENDOR NAME</u>	<u>AMOUNT</u>
--------------------	---------------

Continental Fire Sprinkler Company of Davenport	\$160,450
--	------------------

Midwest Automatic Fire Sprinkler Company of Davenport	\$166,600
---	-----------

Tri-State Automatic Sprinkler of Davenport	\$172,676
--	-----------

Prepared By _____
Purchasing Date

Approved By _____
Department Director/PW Date

Approved By _____
Chief/Fire Dept. Date

Approved By _____
Budget/CIP

Approved By _____
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:

Motion approving the contract for the Central Fire Station - Aggregate Piers work to Subsurface Constructors Inc. of St. Louis Mo., in the amount of \$142,785. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Financial Accountability.

Background:

An Invitation to Bid was issued on March 23, 2015, and sent to fifty-seven vendors. On April 13, 2015, the purchasing division opened and read three responsive and responsible bids. A bid tab is attached.

This contract is for the aggregate piers for the construction of the Central Fire Station project.

Subsurface Constructors, Inc. is the lowest responsive and responsible bidder.

Funding for this project is from the CIP account 02348, for the Central Fire Station project. The current balance is \$988,953. These funds are from the sale of general obligation bonds.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:11 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: CENTRAL FIRE STATION – AGGREGATE PIERS

BID NUMBER: 15-112

OPENING DATE APRIL 13, 2015

RECOMMENDATION: AWARD THE CONTRACT TO SUBSURFACE
CONSTRUCTORS INC. OF ST. LOUIS MO.

<u>VENDOR NAME</u>	<u>AMOUNT</u>
--------------------	---------------

Subsurface Constructors, Inc. of St. Louis, MO	\$142,785
---	------------------

Helitech, a Division of Slab Master of Belleville, IL	\$152,740
---	-----------

Foundation Service Corp. of Hudson, IA	\$226,000
--	-----------

Prepared By _____
Purchasing Date

Approved By _____
Department Director/PW Date

Approved By _____
Chief/Fire Dept. Date

Approved By _____
Budget/CIP

Approved By _____
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW4/15/2015

Subject:
MOTION awarding the contract for the Site and Building concrete for the Central Fire Station project to Treiber Construction Company Inc. of Davenport, in the amount of \$795,521. [Ward 3]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financial Accountability.

Background:
An Invitation for Bids was issued and sent to eighty five (85) vendors on March 23, 2015. Purchasing will open the bids on April 13, 2015.
This work is for the site and building concrete for the Central Fire Station project.

Treiber Construction Company Inc. was the lowest responsible and responsive bidder. See bid tab attached.

Funding for this work is from the FY15 CIP account for Central Fire Station, with a current balance of \$1,516,741.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	4/9/2015 - 3:12 PM

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Nick Schmuecker 327-5162
Wards: 5 and 6

Action / Date
PW4/14/2015

Subject:

Motion approving the contract for the street resurfacing project on Jersey Ridge Road from Kirkwood Boulevard to Elm Street to Brandt Construction Co. of Milan, IL in the amount of \$666,440.90.

Recommendation:

Approve the contract.

Relationship to Goals:

Financial Accountability.

Background:

A public hearing was held on April 16, 2014 and passed at the subsequent meeting. A request for bids was issued on March 6, 2015 and was sent to 202 contractors. On March 30, 2015, the Purchasing Division opened and recieved three bids. Brandt Construction Co. of Milan, IL was the lowest responsive and responsible bidder.

The proposed improvements prepared by the Engineering Division consist of milling off the existing asphalt surface, full depth patching, Hot Mix Asphalt (HMA) resurfacing, fixture adjustments, pavement markings and construction of ADA compliant curb ramps on Jersey Ridge Road from Kirkwood Boulevard to Elm Street.

Funding for the project is from CIP 10550 with an available balance of \$2,093,046. The source of funding is from the sale of bonds.

ATTACHMENTS:

Type	Description
 Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Lechvar, Gina	Approved	4/9/2015 - 12:43 PM
Finance Committee	Wright, Brandon	Approved	4/9/2015 - 2:07 PM
City Clerk	Admin, Default	Approved	4/9/2015 - 2:51 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: STREET RESURFACING – JERSEY RIDGE RD FROM
KIRKWOOD BLVD TO ELM ST

BID NUMBER: 15-104

OPENING DATE: MARCH 30, 2015

RECOMMENDATION: AWARD THE CONTRACT TO BRANDT CONSTRUCTION CO.
OF MILAN, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
BRANDT CONSTRUCTION CO	MILAN, IL	\$666,440.90
MCCARTHY IMPROVEMENT CO	DAVENPORT, IA	\$769,470.35
VALLEY CONSTRUCTION CO	ROCK ISLAND, IL	\$807,888.00

Prepared By Cindy White
Purchasing

Approved By Myrl R. Panta 8 April 2015
Department Director

Approved By BW
Budget/CIP

Approved By BW
Finance Director

City of Davenport

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

Action / Date
FIN4/15/2015

Subject:
Resolution approving eight Open Prairie Tax Exemptions. [All Wards]

Recommendation:
Adopt the resolution.

Relationship to Goals:
Financially Responsible City Government.

Background:
Robert and Elaine Kuehl, Brian Ritter, Shirley Perry, Genesis Systems Group Ltd., John Carrillo, Lillian Voss, and David Bierl have applied for an exemption from local property taxes for certain properties which is applied for annually (see attached). As provided by Iowa law (Slough Bill), land committed to certain open space uses may be exempted from local real estate taxes with approval of the Board of Supervisors. In Scott County, the practice is to refer such requests to the City Council when the property is within the corporate limits of a municipality.

Attached you will find a description of each property and its reported value.

ATTACHMENTS:

Type	Description
 Resolution Letter	OPEN PRAIRIE RESOLUTION
 Backup Material	OPEN PRAIRIE BACKUP INFORMATION

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/31/2015 - 2:45 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/31/2015 - 2:45 PM
City Clerk	Admin, Default	Approved	3/31/2015 - 2:52 PM

Resolution No. _____

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving eight Open Prairie Tax exemptions.

WHEREAS, the Scott County Board of supervisors has implemented the "Slough Bill" which provides for the exemption from local real estate taxes of real estate committed to certain uses, including wetlands, forest cover, and open prairies, and

WHEREAS, the County has received applications for exemption for the following properties, with the owner and use also noted:

the three acres of property legally described as the NE 1/4 Sec 4, T78N R4E, Pleasant Valley Twp, Scott County, owned by Robert and Elaine Kuehl, Open Prairie;

the three and eight-tenths acres of property legally described as the Sec 05 Twp 77 Rng 03 Pt S 1/2 NW 1/4 Com 406' E NW Cor SW NW Sec-TH E 803.5'-S68D E 749' TO C/L Rd-S 37D W Alg C/L Sd Rd 306.9'-N 31D 15' W 586.7'-N 74D 28' W 838.2', owned by Brian Ritter, Forest Cover;

the five acres of property legally described as the SW 1/4 N 1/2 SE 1/4 Sec 33, Lincoln Twp T79N R4E, Scott County, owned by Shirley Perry, Open Prairie;

the seven acres of property legally described as the NW 1/4 Sec 35, Sheridan Twp T79N R3E, Scott County, owned by Genesis Systems Group, Open Prairie;

the six and six-tenths acres of property legally described as T79N R3E Sec 31, Davenport Twp, Scott County, owned by John Carrillo, Open Prairie;

the eighteen and twenty-seven one hundredths acres of property legal described as Sec 8, Davenport Twp T77N R3D, Scott County, owned by Lillian Voss, Forest Cover;

the two and three-tenths acres of property legally described as Westfield Addition Outlot A, Parcel ID S3021-OLA, owned by David Bierl, Open Prairie;

the five and sixty-five one hundredths acres of property owned by David Bierl, Forest Cover;

WHEREAS, the land lies within the corporate boundaries of the City of Davenport;

WHEREAS, the matter came before the Davenport City Council for its review;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City of Davenport, Iowa that the City supports the exemption of the above-described land from local real estate taxes.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

DAVENPORT CITY ASSESSOR'S OFFICE

SCOTT COUNTY ADMINISTRATIVE CENTER

March 23, 2015

Scott County Board of Supervisors
Scott County Administrative Center
600 West 4th Street
Davenport, Iowa 52801

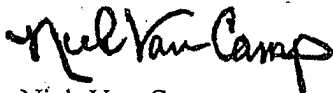
The Davenport City Assessor's Office has received seven applications for Open Prairie Property Tax Exemption for 2015.

These applications were certified by the Chairman of the County Soil Conservation District that the properties are eligible for exemption. The properties that meet the qualifications are described as follows:

- 1) Robert A. or Elaine M. Kuehl – **3 acres** - Agricultural – Y0423-14 - **\$4,140**
- 2) Brian Ritter – **3.8 acres** – Residential – 20519-03 - **\$36,470**
- 3) Shirley Perry - **5 acres** - Agricultural – Y3337-04A - **\$6,970**
- 4) Genesis Systems Group LTD – **7 acres** - Industrial – X3501-01 - **\$125,450**
- 5) John Carrillo – **6.6 acres** – Agricultural – S3123-03A - **\$8,410**
- 6) Lillian Voss – **18.27 acres** – Agricultural – 31703-13, 31703-14, 31807-01 – **\$25,320**
- 7) David P. Bierl – **7.95 total acres** – 2.3 acres Open Prairie & 5.65 acres Forest Cover – Residential – S3021-OLA - **\$3,980**

It is recommended that the above referenced applications be approved by the Scott County Board of Supervisors for 2015 and the property owners be notified of the board's decision.

Sincerely,



Nick Van Camp
Davenport City Assessor

Encl: Open Prairie Application List

[illegible]

OKC

Y0423.14 Ag \$4,140
Y07017 3 acres

Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.

It must be postmarked no later than February 1.

Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information

PLEASE PRINT

Name: Robert or Elaine Kuehl

Phone Number: 563-355-7897

eMail: _____

County Scott

3.0 Number of Acres

Robert &/or Elaine Kuehl

I _____ swear or affirm that I am the owner of the following legally described property:

NE 1/4 Sec 4, T78N R4E, Pleasant Valley Twp, Scott County

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as OPEN PRAIRIE

(list type of property)

I have attached or previously filed:

☒ an aerial photo of the property

☐ if property is a gully area susceptible to severe erosion -

an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only** if the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

Elaine M. Kuehl
Applicant's Signature

1/20/2015
Date

5820 Forest Grove Rd Davenport
52807 Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Don Swenson

Chairman, Scott

County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.

This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____

County Board of Supervisors

3. Acres
36470 Value

20519-03
207004

Res



Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.

It must be postmarked no later than February 1.

Iowa conservation district addresses can be found at the **Conservation Districts of Iowa** Web site.

Applicant Contact Information	
PLEASE PRINT	
Name:	Brian Ritter
Phone Number:	563-529-0110
eMail:	britter77@gmail.com

4622
Rockingham

County Scott

3.8 Number of Acres

I, Brian Ritter swear or affirm that I am the owner of the following legally described property:

Sec: 05 TWP: 77 R16: 03 PT S 1/2 NW 1/4 COM 406' ENW COR SW NW SEC-TH
E 803.5' - S 88D E 749' TO C/L RD - S 37D WALG C/L SDRD 306.9' - N
31D 15' W 586.7' N 74D 28' W 838.2' TO BEG

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as Forest Covers
(list type of property)

I have attached or previously filed:

- ☒ an aerial photo of the property
☐ if property is a gully area susceptible to severe erosion -
an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only** if the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

Brian Ritter 10/24/14 4622 Rockingham Rd., Davenport
Applicant's Signature Date Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Kathy Skene

Chairman, Scott County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.
This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

CKC

Ag

Y3337-04A 46970
Y03009 5 acres

Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.
It must be postmarked no later than February 1.
Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information

PLEASE PRINT

Name: Shirley Perry

Phone Number: 563-359-5256

eMail: _____

County Scott

5.0 Number of Acres

I Shirley Perry swear or affirm that I am the owner of the following legally described property:
SW 1/4 N 1/2 SE 1/4 Sec 33, Lincoln Twp T79N R4E, Scott County

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as OPEN PRAIRIE

(list type of property)

I have attached or previously filed:

☒ an aerial photo of the property

☐ if property is a gully area susceptible to severe erosion -

an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only** if the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

Shirley J. Perry
Applicant's Signature

1-23-15
Date

20739 210th St Bettendorf 52722
Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Don Swanson

Chairman, Scott County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.
This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

CKC

Ind

X3501-01 7 acres

X010365125450
Univ. 45

Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.
It must be postmarked no later than February 1.
Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information

PLEASE PRINT

Name: Genesis Systems Group

Phone Number: 563-285-9208

eMail: _____

County Scott

7.0 Number of Acres

I Genesis Systems Group swear or affirm that I am the owner of the following legally described property:
NW 1/4 Sec 35 Sheridan Twp, T79N, R3E, Scott County

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as OPEN PRAIRIE

(list type of property)

I have attached or previously filed:

☒ an aerial photo of the property

☐ if property is a gully area susceptible to severe erosion -

an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only if** the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

[Signature]
Applicant's Signature

11/17/14
Date

8900 Harrison St, Davenport 52806
Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Don Swanson

Chairman, Scott County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.
This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

CKC

Ag 53123-03A
S17014\$8410
6.6 acres

Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.

It must be postmarked no later than February 1.

Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information

PLEASE PRINT

Name: John Carrillo

Phone Number: 563-940-7042

eMail: _____

County Scott

6.6 Number of Acres

I John Carrillo swear or affirm that I am the owner of the following legally described property:
T78N R3E Sec 31 Davenport Twp, Scott County

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as OPEN PRAIRIE

(list type of property)

I have attached or previously filed:

☒ an aerial photo of the property

☐ if property is a gully area susceptible to severe erosion -

an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only if** the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

John J. Carrillo
Applicant's Signature

1-27-2015
Date

5505 Telegraph Rd Davenport 52804
Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: John J. Carrillo

Chairman, Scott County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.

This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

54-010 (03/08/12)



Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies
Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.
It must be postmarked no later than February 1.
Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site.**

Applicant Contact Information

PLEASE PRINT

Name: Lillian Voss (contact Michael Voss 326-0365)

Phone Number: 323-1173

eMail: _____

County SCOTT

56.0 Number of Acres
18.27 - remainder Forest

I LILLIAN VOSS swear or affirm that I am the owner of the following legally described property:
SEC 8 DAVENPORT TWP T77N R3D SCOTT COUNTY

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as FOREST COVER
(list type of property)

I have attached or previously filed:

- ☐ an aerial photo of the property
- ☐ if property is a gully area susceptible to severe erosion -
an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only** if the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

Lillian Voss
Applicant's Signature

Sept 28-14
Date

4336 S CONCORD ST, DAVENPORT 52802
Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: Dan Henning

Chairman, SCOTT County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.
This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

CKC

S3021-OLA
521030Rea 3980
7.95 acre

Application for Property Tax Exemption

for Recreational Lakes, Forest Covers, Rivers and Streams, River and Stream Banks, and Open Prairies

Iowa Code Section 427.1 (22)

This application must be filed or mailed to your local conservation district by February 1 of each year.
It must be postmarked no later than February 1.

Iowa conservation district addresses can be found at the **Conservation Districts of Iowa Web site**.

Applicant Contact Information	
PLEASE PRINT	
Name:	David P. Bierl
Phone Number:	391-3081 hom eMail: 794-5581 wk

County Scott 2.3 ac - open prairie 8.453 Number of Acres
5.65 ~~6.153~~ ac - forest cover 7.95
I David P. Bierl swear or affirm that I am the owner of the following legally described property:
WESTFIELD ADDITION OUTLOT A, PARCEL ID S3021 - OLA

and that this property will not be used for economic gain during the assessment year. This property is at least two acres in area and is used to provide soil erosion control or wildlife habitat.

I request that the described property be exempt from taxation as OPEN PRAIRIE / FOREST COVER
(list type of property)

I have attached or previously filed:

- ☒ an aerial photo of the property
☐ if property is a gully area susceptible to severe erosion -
an erosion control plan, approved by the soil conservation district commissioners

An exemption is allowed for river or stream or river and stream banks **only** if the land is located at least 33 feet from the ordinary high water mark of the river and stream or river and stream banks.

David P. Bierl 8/28/14 2827 KELLING ST., DAVENPORT, IA 52804
Applicant's Signature Date Address

I hereby certify that the property described above is eligible to receive the exemption claimed.

Signed: [Signature]

Chairman, Scott County Soil Conservation District

This application must be filed with your local soil conservation district by February 1 of each year.

This open prairies property has been inspected and certified as having adequate ground cover consisting of native species and that all primary and secondary noxious weeds present are being controlled to prevent the spread of seeds by either wind or water.

Chairman, _____ County Board of Supervisors

500.628

City of Davenport

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

Action / Date
FIN4/15/2015

Subject:

Motion approving a three-year renewal of the Microsoft Enterprise License Agreement in the amount of \$491,516.57 to be paid over three annual installments. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government

Background:

This payment is for the Microsoft authorized provider for the State of Iowa, currently Insight, for \$491,516.57 to be paid over the next three fiscal years, FY15 (\$190,468.23), FY16 (\$150,524.17) and FY17 (\$150,524.17). Contracts through Microsoft are required to be purchased in three-year cycles, with the first year including any "true-up" adjustments for additional software licenses used during the prior year (\$150,524.17 plus the "true-up amount of \$39,944.06 = FY15 amount of \$190,468.23).

This will ensure that the City of Davenport remains in legal compliance with the Microsoft Software Usage and Licensing program. This will provide for all of the City's business critical software needs over the next three years that Microsoft Business Solutions provides for both our desktop computers and server units. All departments and employees currently use the Microsoft software applications and suite of office productivity tools.

Additional benefits the city receives are training and support vouchers that can be utilized by all city staff. In addition to software, training and support for the workplace users, select users that need to perform city work away from the workplace can download and install Microsoft Office Enterprise Edition on their personal computers for only the cost of shipping and handling (about \$21), which is a savings of over \$350 per copy or \$70,000 if only 200 city employees take advantage of this program.

Insight is the current State of Iowa contract holder. This contract guarantees that Insight will be the most economical option in government software pricing for this program. Any additional staffing or workstations added during this agreement will be documented through a "True-up Agreement" and paid for accordingly.

There is sufficient funding available in the IT FY15 budget (account 50450530-520226) for the first year payment of \$190,468.23.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/6/2015 - 2:19 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/6/2015 - 2:19 PM
City Clerk	Admin, Default	Approved	4/7/2015 - 9:01 AM

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

Subject:
Motion approving the purchase of an additional flash storage unit for expansion of the city's enterprise solid state storage system from AE Business Solution of Madison

Recommendation:
Approve the purchase.

Relationship to Goals:
Financially Responsible City Government

Background:
The city's use of digital and video data continues to expand, and requirements for 24x7 online applications access have increased. To solve this issue, we need to purchase
This equipment will increase our redundant and back-up storage at City Hall and Public Works by 48TB. It will also allow for full online redundancy in case of a massive
Funding for this project is from the CIP IT Capital Program Account, #79080689 530350 10507. Funding is from the sale of General Obligation Bonds.

REVIEWERS:
Department
Finance
Finance Committee
City Clerk

City of Davenport

Agenda Group: Finance
Department: Public Works/Fire Dept
Contact Info: Michael Clarke
Wards: 2

Action / Date
FIN4/15/2015

Subject:

Motion approving the contract award for the Fire Station 7 Phase II Interior project to Swanson Construction Company of Bettendorf, IA, in the amount of \$359,693.

Recommendation:

Approve the Motion.

Relationship to Goals:

Financial Accountability.

Background:

On March 5, 2015, an Invitation to Bid was issued and sent to 87 vendors. On March 25, 2015, the Purchasing Division opened five responsive and responsible bids.

Approximately 18 months ago an addition was added to Fire Station 7. The interior portion has been bid three times with specifications being cut down each time. Swanson Construction is the lowest responsive and responsible bidder, and their bid is within budget. See the attached bid tab.

This bid was processed to finish the interior of the addition that was built. It will create a separate female locker room and sleeping quarters for each person assigned to that station. Station 7 is the only Davenport firehouse that does not have adequate locker room facilities for female firefighters. An ADA bathroom will be added to accommodate visitors with disabilities. The existing furnaces are more than 37 years old and very inefficient to operate. Two new HVAC systems are being added.

Funding for this project is from the CIP 02400 account for Fire Station 7 Addition, with a current balance of \$351,119. Funds are from the sales of general obligation bonds.

ATTACHMENTS:

Type	Description
 Backup Material	BID TAB STATION 7 INTERIOR

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/8/2015 - 3:53 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/8/2015 - 3:54 PM
City Clerk	Admin, Default	Approved	4/8/2015 - 3:59 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: FIRE STATION 7 ADDITION PHASE II INTERIOR
BID NUMBER: 15-99
OPENING DATE MARCH 25, 2015
RECOMMENDATION: AWARD THE CONTRACT TO SWANSON CONSTRUCTION CO.
OF BETTENDORF, IA

<u>VENDOR NAME</u>	<u>AMOUNT</u>
Swanson Construction Company of Bettendorf, IA	\$359,693
Emery Construction Group Inc. of Moline, IL	\$360,510
Lower Construction Inc. of Milan, IL	\$369,800
Precision Builders Inc. of LeClaire, IA	\$370,584
Valley Construction Company of Rock Island, IL	\$371,400

Prepared By Kriste Nelson 4/9/15
Purchasing Date

Approved By W. H. Clark 8 April 2015
Department Director/PW Date

Approved By Tamara Bickford 04-09-15
Chief/Fire Dept. Date

Approved By Brian C. Coy 4-9-15
Budget/CIP

Approved By BH 4-9-2015
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Jon Meeks 326-7922
Wards: All

Action / Date
FIN4/14/2015

Subject:

Motion awarding the purchase of nine refuse collection bodies to Elliot Equipment Company of Davenport, IA in the amount of \$849,325 including trade-ins. [All Wards]

Recommendation:

Approve the purchase.

Relationship to Goals:

Financially Responsible City Government.

Background:

A request for proposals was issued on April 11, 2014 and was sent to 30 vendors. On May 5, 2014, the Purchasing received and opened six proposals.

The proposals were evaluated on the following criteria: (1) Operation 30%; (2) Cost 25%; (3) Service 20%; (4) Conformance to Specified Requirements 15%; and (5) Experience/Background of Vendor, Brand 10%. Elliot Equipment Company was the highest-scoring submission and is recommended for the purchase.

This is part of the Solid Waste equipment replacement for FY 2015-16. Nine 10-year-old trucks in total will be traded in on this purchase. The amount of the trade-ins valued \$207,500.

Funding for this purchase comes from CIP 10503 with an available balance of \$2,516,412. Additionally, FY16 funds will also be used to fund this as delivery is expected to happen after July 1, 2015. The source of funding is from the sale of bonds.

ATTACHMENTS:

Type	Description
Backup Material	RFP Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/9/2015 - 10:44 AM
Finance Committee	Watson-Arnould, Kathe	Approved	4/9/2015 - 10:46 AM
City Clerk	Admin, Default	Approved	4/9/2015 - 11:10 AM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: REFUSE COLLECTION TRUCK BODIES

RFP NUMBER: 14-117

OPENING DATE: MAY 5, 2014

RECOMMENDATION: AWARD THE PURCHASE TO ELLIOT EQUIPMENT COMPANY
OF DAVENPORT, IA.

<u>VENDOR NAME</u>	<u>LOCATION</u>
ELLIOT EQUIPMENT COMPANY	DAVENPORT, IA
BRIDGEPORT TRUCK MANUFACTURING, INC	BRIDGEPORT, TX
QUAD CITY PETERBUILT	DAVENPORT, IA
MID-IOWA SOLID WASTE EQUIPMENT CO., INC.	JOHNSTON, IA
R.N.O.W, INC.	WEST ALLIS, WI
THOMPSON TRUCK & TRAILER	DAVENPORT, IA
TRANS IOWA EQUIPMENT, LLC	ANKENY, IA

Prepared By _____
Purchasing

Approved By _____
Department Director

Approved By _____
Budget/CIP

Approved By _____
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Jon Meeks 326-7922
Wards: All

Action / Date
FIN4/14/2015

Subject:

Motion awarding the purchase of nine refuse collection chassis; six chassis with steerable tag axels and three chassis with 60/40 tandem axels, to Elliot Equipment Company of Davenport, IA in the amount of \$1,226,280. [All Wards]

Recommendation:

Approve the purchase.

Relationship to Goals:

Financial accountability.

Background:

A request for proposals was issued on December 15, 2014 and was sent to 78 vendors. On January 9, 2015, the Purchasing recieved and opened three proposals.

The proposals were evaluated on the following criteria: Operation 30%; Cost 25%; Service 20%; Conformance to Specified Requirements 15%; Experience/Background of Vendor, Brand 10%. Elliot Equipment Company was the highest scoring submission and is recommended for the purchase.

This is part of the Solid Waste equipment replacement for FY 2015-16. Nine 10-year-old trucks in total will be traded. (Those trucks are being traded on the reuse collection bodies purchase)

Funding for this purchase comes from CIP 10503 with an available balance of \$2,516,412. The source of funding is from the sale of bonds.

ATTACHMENTS:

Type	Description
Backup Material	RFP Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	4/8/2015 - 3:56 PM
Finance Committee	Watson-Arnould, Kathe	Approved	4/8/2015 - 3:57 PM
City Clerk	Admin, Default	Approved	4/8/2015 - 3:59 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: REFUSE COLLECTION TRUCK CHASSIS
RFP NUMBER: 15-78
OPENING DATE: JANUARY 9, 2015
RECOMMENDATION: AWARD THE PURCHASE TO ELLIOT EQUIPMENT COMPANY
OF DAVENPORT, IA.

<u>VENDOR NAME</u>	<u>LOCATION</u>
ELLIOT EQUIPMENT COMPANY	DAVENPORT, IA
TRUCK COUNTRY OF IOWA TWIN BRIDGES TRUCK CITY	DAVENPORT, IA DAVENPORT, IA

Prepared By Cindy Whitaker
Purchasing

Approved By Mark F. Duke 13 March 2015
Department Director

Approved By BW
Budget/CIP

Approved By BW
Finance Director