

# COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, March 2, 2016; 5:30 PM

Genesis Heart Institute, 1236 East Rusholme St, Davenport, Iowa

\*NOTE CHANGE IN LOCATION FOR THIS MEETING ONLY\* \*\*REVISED 2/26/16\*\*

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public Hearing for the Ordinance for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps. [Ward 3]

B. Public Works

1. Public hearing on the plans and specifications for the Fairhaven Road, 29<sup>th</sup> and Lorton Storm Sewer Improvement project, CIP #10131. [Ward 6]
2. Public hearing on the plans, specifications, forms of contract and estimated cost for the FY2016 ADA Ramp Compliance - Micro-surfacing Project, CIP# 28004 and 28006. [All Wards]

C. Finance

1. Public Hearing regarding a Tower Access and Facility Lease with SpeedConnect LLC for the tower located at 1735 West Pleasant Street. (Ward 4)

VII. Presentations

A. Proclamation - Missouri Valley Conference Women's Basketball Week

VIII. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update  
Rita Rawson, Chairman

## IX. Action items for Discussion

### COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Kyle Gripp, Vice Chairman

#### I. COMMUNITY DEVELOPMENT

1. Second Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 to the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa. [Ward 8]
2. First Consideration: Ordinance for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps. [Ward 3]  
NOTE: PLAN & ZONE COMMISSION RECOMMENDS DENIAL (REQUIRES EIGHT VOTES FOR PASSAGE, THREE FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)

#### II. Motion recommending discussion or consent for Community Development items

### PUBLIC SAFETY

Mike Matson, Chairman; Maria Dickmann, Vice Chairman

#### III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding Zenith Avenue along the west side from Central Park Avenue south 850 feet. [Ward 1]
2. Second Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by deleting various resident parking only zones. [Wards 4 & 5]
3. Second Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street. [Ward 5]
4. First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Dubuque Street along the west side from 29<sup>th</sup> Street to Garfield Street. [Ward 5]
5. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).

Davenport Schools, Brady St. Stadium, Track Meets April 5, 7, 14, 18 and May 5, closure of 36th Street between Brady Streets and Davenport Avenue, Ward 5

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

Dam View Inn, 410 E 2nd Street, St. Patricks Day Party, March 12th, 8AM-2AM, Downtown, Over 50 dBA, Ward 3

7. Motion approving beer and liquor license applications.

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

Ward 2

Millz Pizza & Grille LLC (Millz Pizza & Grille LLC) - 1736 W Kimberly Rd. - License Type: C Liquor

SNS Mart (Sleesha Mini Mart LLC) - 1715 W Kimberly Rd. - License Type: C Beer / B Wine (Special use permit approved by ZBA on 2/25/2016)

Ward 6

Duck Creek Golf Course (City of Davenport) - 3000 E Locust St. - Outdoor Area - License Type: Downgrade to B Beer

#1 Dynasty Buffet Inc. (Yidi Weng) - 5388 Elmore Cir. - License Type: C Liquor

Ward 8

Kwik Star #167 (Kwik Trip Inc.) - 2050 E 53rd St. - License Type: C Beer

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

Ward 1

Gunchies (Big E Properties Inc.) - 2905 Telegraph Rd. - Outdoor Area - License Type: C Liquor

Ward 2

Rudy's Taco's (Majec Inc.) - 326 Cedar St. - License Type: B Beer

Ward 3

Palmer College of Chiropractic (Palmer College Foundation) - 1000 Brady St. - Outdoor Area - License Type: C Beer/Wine

Quad Cities Convention & Visitors Bureau (Quad Cities Convention & Visitors Bureau) - 102 S Harrison St. - Outdoor Area - License Type: B Native Wine

Zeke's Island Cafe' On The Hill (Lumpy's Inc.) - 1509 N Harrison St. - Outdoor Area - License Type: C Liquor

Ward 4

Mississippi Valley Fairgrounds (Mississippi Valley Fair Inc.) - 2815 W Locust St. - Outdoor Area - License Type: C Liquor

Ward 5

The 11th Street Precinct Bar and Grill (Carpe Diem I LLC) - 2108 E 11th St. - Outdoor

Area - License Type: C Liquor

New Ground Theatre (New Ground Theatre) - 2113 E 11th St. (Village Theatre) - License Type: B Wine

Ward 6

Los Agaves Mexican Grill (Los Agaves Inc.) - 4882 Utica Ridge Rd. - Outdoor Area - License Type: C Liquor

QC Mart (Bethany Enterprises Inc.) - 2415 E 53rd St. - License Type: C Beer

Ward 7

Beer Mart (Evernew Concept LLC) - 4128 N Brady St. Ste. B - License Type: C Beer

Outback Steakhouse (Outback Steakhouse of Florida LLC) - 1235 E Kimberly Rd. - Outdoor Area - License Type: C Liquor

Ward 8

Fareway Stores Inc. #987 (Fareway Stores Inc.) - 1635 W 53rd St. - License Type: E Liquor

Hawkeye Tap Sports Bar & Grill (Hawkeye Sports Bar & Grill LLC) - 4646 Cheyenne Ave. - Outdoor Area - License Type: C Liquor

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution accepting the 2015 Sidewalk Repair Contract, awarded to Kelly Construction. Final cost of the project was \$161,813 budgeted in CIP #28010. [All Wards]
2. Resolution setting a public hearing on execution of a Quitclaim Deed to convey co-owned City/State of Iowa, right-of-way, located along the south side of the 3800 block of East 53rd Street just east of the I-74 and East 53rd Interchange. (State of Iowa, Petitioner) [Ward 8]
3. Resolution Approving the Plans, Specifications, Form of Contract and Estimate of Cost covering the FY2016 ADA Ramp Compliance Program, CIP #28004 and #28006. [All Wards]
4. Resolution approving the Plans and Specifications for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project, CIP #10131. [Ward 6]
5. Motion to approve the purchase agreement for the acquisition of right of way and temporary construction easement from SCP 2006-C23-059 LLC (CVS is the tenant for the Kimberly and Division Intersection Improvement Project). The purchase price

is \$51,968 and budgeted in CIP Project #01793. [Ward 7]

6. Motion approving Change Order #7 to the Birchwood Area Parallel Sewer Project with Valley Construction, for quantity adjustments, in the amount of \$75,083.74, CIP #01905. [Wards 1 & 4]
7. Motion approving Change Order #9, in the amount of \$33,000 (City cost \$6,600, Iowa DOT cost \$26,400), to the construction contract with McCarthy Improvement Company for Kimberly Road with Forest and Lorton Ave. Intersection Improvements. This change order allows the road to be macrotextured (grooved texture) as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01792. [Ward 6]
8. Motion approving Change Order #19, in the amount of \$94,000 (City cost \$18,800, Iowa DOT cost \$75,200), to the construction contract with McCarthy Improvement Company for Veterans Memorial Parkway Paving (Eastern Ave to Jersey Ridge Rd) This change order allows the road to be macrotextured (grooved texture) as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01144. [Ward 6]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jason Gordon, Chairman; Kerri Tompkins, Vice Chairman

VII. FINANCE

1. Second Consideration: Ordinance amending Chapters 13.16.107A and 13.16.107B entitled "Sanitary Sewer Rates - Amount" from \$3.77 to \$3.96 to \$4.16 per one hundred cubic feet of water use as determined by water meter readings; and amending per bill rates for monthly commercial bills from \$14.39 to \$15.11 to \$15.86; and amending per bill rates for monthly residential bills from \$15.05 to \$15.77 to \$16.52; and per bill rates for quarterly residential bills from \$21.35 to \$22.32 to \$23.33 and quarterly commercial bills from \$19.35 to \$20.32 to \$21.33. [All Wards]
2. Second Consideration: Ordinance amending Chapter 2.36 by adding a new section 2.36.240 entitled, "Permit Fees", that sets forth various fees related to fire department issued permits. [All Wards]
3. Resolution approving the lease of space within the Adler Theatre with Rawbar LLC. [Ward 3]
4. Resolution approving a Tower Access and Facility Lease with SpeedConnect LLC. [Ward 4]
5. Motion approving a three-year collective bargaining agreement between the City of Davenport and the Union of Professional Police Inc. (UPPO). [All Wards]
6. Motion awarding the purchase of two refuse truck bodies to Elliot Equipment Company of Davenport, IA in the amount of \$156,322 with trades. [All Wards]
7. Motion awarding the purchase of two refuse truck chassis to Thompson Truck and Trailer of Davenport, IA in the amount of \$167,760. [All Wards]

8. Motion awarding the purchase of two Police Department 4WD sport utility vehicles to Junge Center Point of Center Point, IA in the amount of \$60,450. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Reed Construction - Kitchen remodel @ MWP - Amount: \$26,740
2. Tri-City Electric - Kitchen electrical @ MWP - Amount: \$11,625
3. Crawford Co. - Emergency water main repair @ Annie Wittenmyer - Amount: \$15,000
4. Johnson Contracting - Hastings duct heater for Heritage Highrise - Amount: \$11,500
5. Greenwood Cleaning Systems - Paper towels (Bi-State bid) - Amount: \$10,971
6. LeadsOnLine - Annual software renewal - Amount: \$10,066

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 & Economic Development  
Contact Info: Matt Flynn 326-7743  
Wards: 3

**Action / Date**  
**3/2/2016**

**Subject:**

Public Hearing for the Ordinance for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps. [Ward 3]

**Recommendation:**

**Findings:**

- The proposed concept does not fit the Comprehensive Plan's RG designation.
- An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property.
- The intent of the rezoning is not compatible with the surrounding neighborhood.
- As proposed the use does not fit on the property requiring other board(s) action for it to function.

Recommendation: As noted in the report, findings and exhibits, there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. The Commission recommends denial of the request

**THE COMMISSION RECOMMENDS DENIAL (REQUIRES EIGHT VOTES FOR PASSAGE, THREE-FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)**

As of February 24th the protest rate was 13.4 percent.

**Relationship to Goals:**

Neighborhood Improvement

**Background:**

This is an example of infill development that is in contradiction to the intent of comprehensive plan regarding neighborhood character and compatibility.

For further background information please refer to the background materials.

**ATTACHMENTS:**

| Type              | Description                    |
|-------------------|--------------------------------|
| □ Backup Material | REZ16-01 Public Hearing notice |
| □ Backup Material | REZ16-01 Background            |

**REVIEWERS:**

| Department                                | Reviewer      | Action   | Date                |
|-------------------------------------------|---------------|----------|---------------------|
| Community Planning & Economic Development | Berger, Bruce | Approved | 2/24/2016 - 6:43 PM |
| Community Development                     | Berger, Bruce | Approved | 2/24/2016 - 6:44 PM |

Committee  
City Clerk

Admin, Default

Approved

2/25/2016 - 9:11 AM

TO BE PUBLISHED IN THE WEDNESDAY FEBRUARY 24, 2016 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO NO. 1612759 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

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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. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, or real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7<sup>th</sup> Street. The proposed use when combined with 1802 W 7<sup>th</sup> Street is a convenience store with gas pumps. [3<sup>rd</sup> Ward]

The property has the following legal description:

Part of the Southwest Quarter of Section 27, Township 78 North, Range 03 East of the 5<sup>th</sup> P.M. being more particularly described as follows:

Lot 2 of Block 23 of Park Lawn Second Addition to the City of Davenport, Scott County, Iowa. Said tract contains 6,750 square feet, more or less.

The City Plan and Zoning Commission forwards Case No. REZ16-01 to the City Council with a recommendation for denial.

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, March 02, 2016, at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances. PO NO. 1612759.

Department of Community Planning & Economic Development

Phone: (563) 326-7765

Email: [planning@ci.davenport.ia.us](mailto:planning@ci.davenport.ia.us)



# City of Davenport

226 West Fourth Street • Davenport, Iowa 52801  
Telephone: 563-326-7711 TDD: 563-326-6145  
[www.cityofdavenportiowa.com](http://www.cityofdavenportiowa.com)

February 17, 2016

Honorable Mayor and City Council  
City Hall  
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of February 16, 2016, the City Plan and Zoning Commission considered Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7<sup>th</sup> Street. The proposed use when combined with 1802 W 7<sup>th</sup> Street is a convenience store with gas pumps.

Findings:

- The proposed concept does not fit the Comprehensive Plan's RG designation.
- An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property.
- The intent of the rezoning is not compatible with the surrounding neighborhood.
- As proposed the use does not fit on the property requiring other board(s) action for it to function.

Recommendation:

As noted in the report, findings and exhibits there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. The Commission recommends denial of the request

Respectfully submitted,

Robert Inghram, Chairperson  
City Plan and Zoning Commission



DENIED

|             |           |                                        |  |  |  |  |  |  |  |
|-------------|-----------|----------------------------------------|--|--|--|--|--|--|--|
| Name:       | Roll Call | FDP15-05<br>Geifman Food<br>Stores Inc |  |  |  |  |  |  |  |
| Connell     | P         | Y                                      |  |  |  |  |  |  |  |
| D'Autremont | EX        |                                        |  |  |  |  |  |  |  |
| Elgatian    | P         | Y                                      |  |  |  |  |  |  |  |
| Hepner      | P         | Y                                      |  |  |  |  |  |  |  |
| Inghram     | P         |                                        |  |  |  |  |  |  |  |
| Kelling     | P         | Y                                      |  |  |  |  |  |  |  |
| Lammers     | P         | Y                                      |  |  |  |  |  |  |  |
| Maness      | EX        |                                        |  |  |  |  |  |  |  |
| Martinez    | EX        |                                        |  |  |  |  |  |  |  |
| Quinn       | P         | Y                                      |  |  |  |  |  |  |  |
| Tallman     | P         | Y                                      |  |  |  |  |  |  |  |
|             |           | 7-YES<br>0-NO<br>0-ABSTAIN             |  |  |  |  |  |  |  |



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

**Meeting Date:** February 16, 2016  
**Request:** Rezone 6,750 sq ft from R-4 to C-2  
**Address:** 1808 West 7<sup>th</sup> Street  
**Case No.:** REZ16-01  
**Applicant:** Jesse Saini on behalf of Saini, LLC

**Recommendation:**

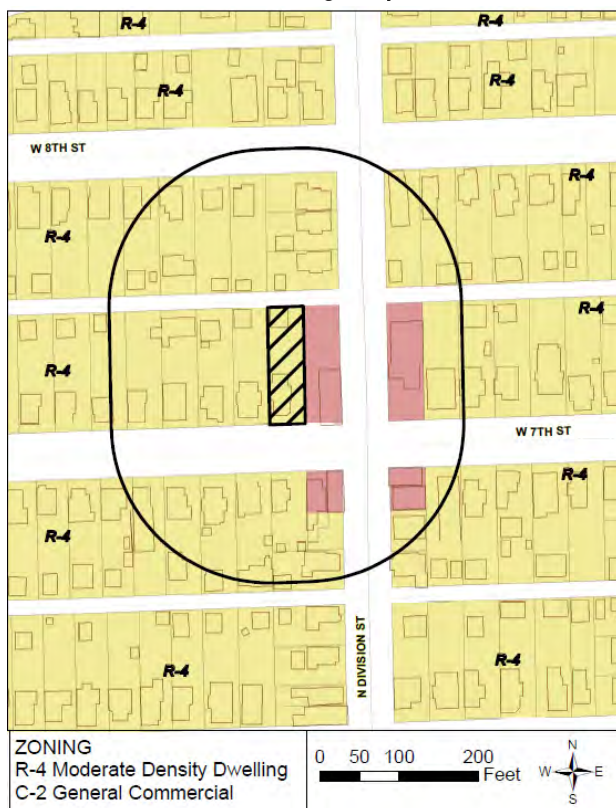
**Staff recommends denial of the request for the reasons noted in the findings, report and analysis exhibit.**

**Introduction:**

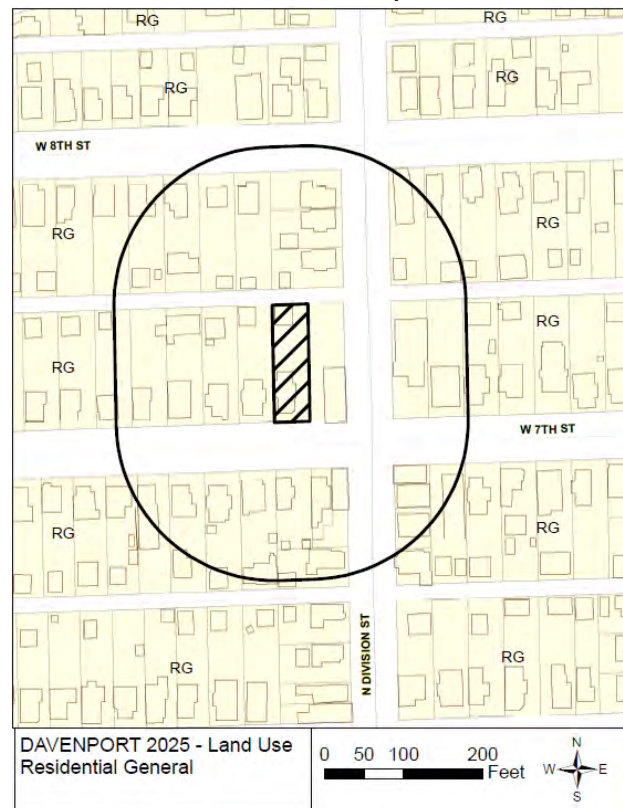
Petition of Jesse Saini on behalf of Saini, LLC to rezone 6, 750 square feet, more or less, of real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District. The developer would combine 1808 with 1802 West 7<sup>th</sup> Street which is already zoned C-2 General Commercial District to develop of a convenience store with gas islands.

**AREA CHARACTERISTICS:**

*Zoning Map*



*Land Use Map*





Bing Map – View to north



1808 W 7<sup>th</sup> Street on left & 1802 west 7<sup>th</sup> Street on right

## **Background:**

### **Comprehensive Plan:**

Within Existing Urban Service Area: Yes

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: *Residential General (RG) designates mixed-use neighborhoods that are mostly residential but include, or are within walking distance (one-half mile) of scattered neighborhood commercial services...*

From the Comprehensive Plan:

*Issues Related to Land Use-Compatibility of Adjacent Uses: In some instances, potential conflicts arise not from the expansion of the community, but rather the decline. The street pattern has evolved from two lanes to four lane arterials (such as Locust St.) where there has been an acceptance of commercial development being mixed with residential. This acceptance of must be tempered against the desire of the adjacent residential area to remain viable.*

Relevant Goals to be considered in this Case:

Strengthen the existing built environment – *Reduce the number of underoccupied, abandoned, or vacant buildings/properties through adaptive reuse and infill.*

Create a positive business climate that encourages growth of existing and new businesses – *Retain existing and attract new businesses.*

### **Zoning:**

The property is currently zoned “R-4” Moderate Density Dwelling District (*See zoning map under Area Characteristics*).

### **Technical Review:**

Streets. The property is located along West 7<sup>th</sup> Street with an alley to the rear (north). The alley accesses Division Street just to the east. The subject property is to be combined with that to the east which has an existing drive access to Division Street. The City's Traffic Engineer has indicated that only one driveway will be allowed on 7<sup>th</sup> Street and one driveway on Division Street from the two combined lots. The driveways shall be as far as practical from the intersection of 7<sup>th</sup> and Division. All access points shall be approved by the City Traffic Engineer. (It appears they have followed these conditions on their sketch.)

Storm Water. Storm water collection currently exists for the property in Division Street along the north side of 7<sup>th</sup> Street and the north side of the alley to the rear. The concept plan proposes to eliminate any remaining green space. According to the Natural Resources division the site will have no stormwater requirements as they are under one acre and will not be adding over 10,000 square feet of hard surface (over the existing). They will be required to have a COSESCO permit prior to starting any work.

Sanitary Sewer. Sanitary sewer service is located in West 7<sup>th</sup> Street (12-inch) and Division Street (18-inch).

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

Emergency Services. The property is located just under one (1) mile from Fire Station No. 6 at 1735 West Pleasant Street and 1-1/3 mile from Central Station at 331 Scott Street.

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

### **Public Input:**

The neighborhood meeting was held Thursday January 28<sup>th</sup>, approximately ten people including developer and Ald. Boom were present. The development presented at this meeting has changed from what is shown in the packet. The building has grown from 3,200 square feet (64'x50') to 3,500 square feet (70'x50'). The number of gas pumps has been reduced, from four down to three, and are now aligned east to west toward the 7<sup>th</sup> Street side of the property. The parking has been eliminated along the east side and west side of the lot. Parking is only shown in the front of the building and at the gas pump locations.

Concerns raised by the residents related to traffic movement with 7<sup>th</sup> Street being primarily a residential with parking allowed on two sides, the increase in vehicle traffic (congestion) brought in by the gas sales (an auto oriented business), the location of entrances/exits for the site, the sales of liquor, the creation of an attractive nuisance or hang-out for groups of youth especially with the tunnel by Smart/Monroe schools, the hours of operation, and the proximity to another convenience store/gas station at 4<sup>th</sup> and Division and the concerns with that location.

### **History:**

The intersection has been zoned a C-2 commercial designation since at least 1969. The C-2 zoning appears to have been put in place to accommodate the existing non-conforming uses at this intersection. According to the City Directory there have been commercial uses at the corner since at least 1919.

### **Discussion:**

In this review staff will examine three issues:

- The intent of the zoning designation;
  - Should the commercial zoning be expanded;
  - Does the proposed use fit / is it compatible to the neighborhood.
- 
- First is the intent of the zoning designation: *The zoning is not compatible with the neighborhood.*

As noted above, the C-2 designation appeared to be added in light of the nature of the then existing uses. The two primary existing uses, a wholesale/retail meat locker and garage door company fit the C-2 use list, so C-2 was the accepted designation.

The intent of the C-2 district is “*to provide for commercial activities of a more general retail and wholesale nature, and of service facilities serving a larger community trade, the size and location of such district shall be based upon relationship to the total community need and economy”.*

*The Residential General (RG) designates mixed-use neighborhoods that are mostly residential but include, or are within walking distance (one-half mile) of scattered neighborhood*

*commercial services...* (taken from the Comprehensive Plan)

The intent of the C-2 designation and the Comp Plan's RG designation to not compatible, with the RG being neighborhood oriented and with C-2 being community wide in its impacts.

The intent of the "C-1" is more neighborhood oriented, with uses "serving primarily the convenience of the neighborhood, and the character, appearance and operation of which are compatible with the character of the surrounding area".

On its face it appears a C-1 zoning is more appropriate than the existing/proposed C-2 so the applicant could just withdraw the C-2 request and come back with a C-1 zoning. However, both the C-1 and C-2 do list gas stations and retail as allowable uses. We would be at the same conundrum as we are now. Staff must then look at the intent, is an auto oriented business (gas station) neighborhood oriented. Staff must say no. Given the location along an arterial street the proposed use is located to attract a clientele from the wider community.

- Second, is whether an expansion of the commercial zoning at this location makes sense at all: *The existing commercial property is viable standing alone, but a rezoning could be acceptable.*

Redevelopment without expansion: The property as it currently exists can yield nine (9) parking spaces. An additional two spaces could be added along the west side of the building utilizing a one-way drive aisle from the street to the alley.

Rehabilitation of the existing property could be undertaken. Possible rehabs could include a live/work unit where the business owner lives in the apartment above. Live/work examples include the studio of an artist or craft person as well as many professional office uses. These office or service uses, including a single practitioner or possibly a family run medical office, could even meet the parking requirements as the property exists.

The history of the property reveals a list of many former uses indicating that these are viable options. One key is upkeep/maintenance of the building. A properly maintained building is easier to sell or rent and has a positive influence on an area.

A question becomes what type of zoning (uses allowable) is compatible with a neighborhood. One could say a C-O office-shop zoning fits a neighborhood. One would think an office use is compatible with a neighborhood, but may serve a larger area (community?) than just a neighborhood, insurance, accountant (tax), doctor, etc. As noted above it is perhaps a matter of scale, two doctors or dentists do not create as much traffic as a clinic with five or six practitioners or a tax office with four accounts may be less acceptable than one person office across the street.

Redevelopment with rezoning: It is a matter of scale. Development of a new building would likely require additional area. As new development, it will need to meet current setbacks and site plan requirements. The building would need to be setback at least ten (10) feet from the side and alley property lines. Parking and drive lanes would also need to meet this requirement on all sides though the setback for parking it can be reduced down to five (5) feet.

A lot of 13,500 square feet could accommodate and a 2,800 square foot general office building with eleven (11) parking spaces; meeting setback requirements. This would allow a small medical office with two (2) practitioners. Smaller buildings of more intense parking requirements could also fit though parking spaces require a lot of surface area. An example of general retail building size and parking requirements: 2,000 square foot building requires 20 parking spaces which requires 5100 square feet of surface area. A 2,000 square foot building is approximately 35 feet by 57 feet. This would fit on the two properties combined.

- Third, does the current proposal fit the property and neighborhood: *The proposed plan does not fit the property nor the neighborhood.*

The development proposed by the petitioner does not fit the property nor is it compatible with the neighborhood for the following reasons (please see the analysis in Exhibit A for details):

- *The plan does not allow for adequate parking or vehicle movement.*
- *Proposed access points result in congestion on the site and possibly the surrounding streets.*
- *The proposed plan does not meet site plan buffer requirements and cannot be adequately screened given its size.*
- *A rezoning contingent on waivers of several other zoning requirements means the proposal is not compatible to the site.*

Accessible convenience items:

There is considerable overlap of the proposed site's and the one-half mile radius (maximum easy walking distance) service area with other convenience or grocery store service areas. Note that the gas station-convenience store at 4<sup>th</sup> and Division Streets is only 3-blocks away. The auto oriented nature of the proposed business (gasoline sales) removes the request being a neighborhood convenience and becomes a community facility. Pedestrian traffic may find it difficult to walk onto and off the site given the tight maneuvering spaces for vehicles.

**Staff Recommendation:**

Findings:

- The proposed concept does not fit the Comprehensive Plan's RG designation.
- An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property.
- The intent of the rezoning is not compatible with the surrounding neighborhood.
- As proposed the use does not fit on the property requiring other board(s) action for it to function.

Recommendation:

As noted in the above report, findings and exhibits there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. Staff recommends denial of the request.

Prepared by:

Wayne Wille, CFM, Planner II  
Community Planning Division

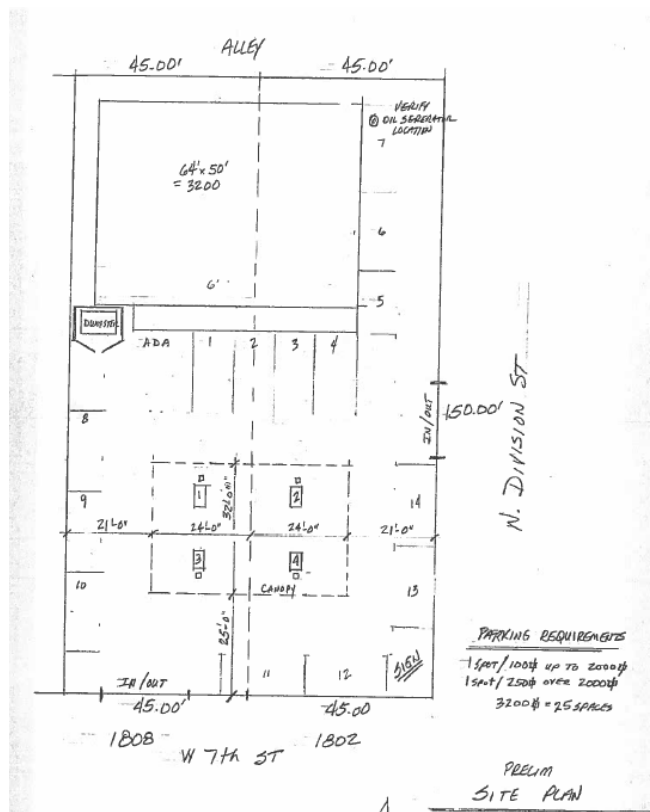
## Exhibit A

### Analysis of proposed concept plan

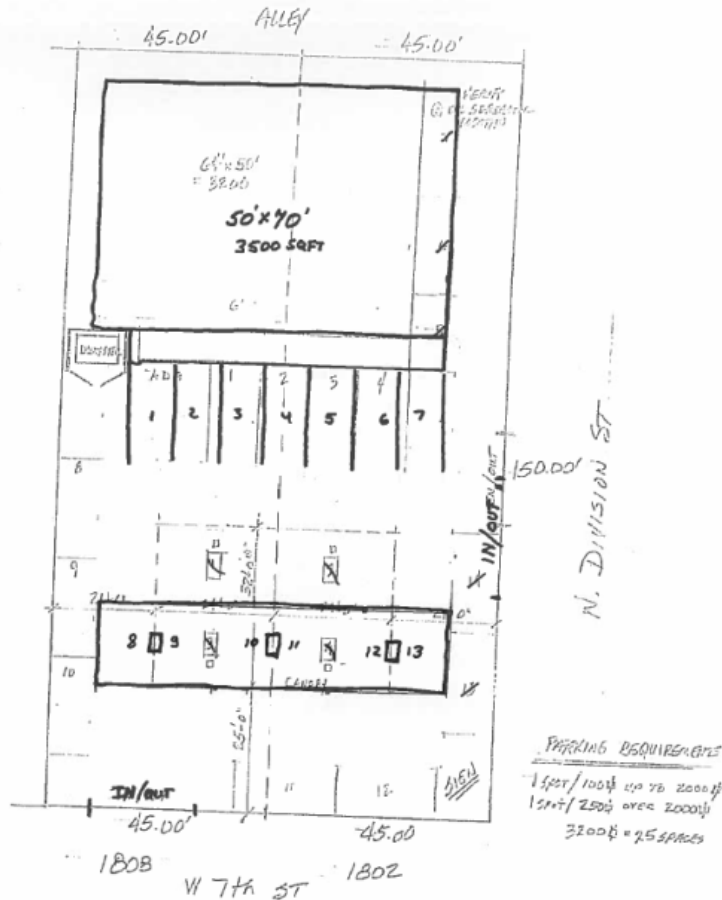
Current proposal: While a rezoning of a general designation (not a planned district) does not require an end use, the applicant has indicated an proposed use and supplied a concept plan. The developer has not provided a copy of his revised plan for staff. What revision is in the packet is what staff remembers from viewing what the applicant presented at the neighborhood meeting. Staff will nevertheless attempt to review whether this concept will fit on the property.

Staff has taken the liberty to re-draw the original concept plan to show the revisions. Once the two lots are combined, the first proposal was to construct a 3,200 square foot (64'x50') convenience store along with two gas islands (four pump stations). According to the developers original concept plan the entire 13,500 square foot area would be utilized (see below). The revised plan may leave some green space (likely minimal) to the rear (alley) side and along Division Street.

The revised plan has increased the size of the building from 3,200 to 3,500 square feet. This increase in building size requires two (2) additional parking spaces (from 26 spaces to 28 spaces). The petitioner's revision reduces parking by removing it from the east and west sides of the lot. It would appear that the revised plan only provides 13 parking spaces while the original plan proposed 22 spaces.



Developer's Original Concept Plan



Developer's Revised  
Concept Plan redrawn  
by staff

Parking/maneuvering: The plan does not allow for adequate parking or vehicle movement.

By ordinance a parking space must contain a minimum of 153 square feet excluding durably surface drive aisle (Note this is a 8-1/2 foot x 18 foot space which is not readily usable by a lite truck or van whose length is between 18-19 feet; full sized trucks or dual-wheel trucks are larger in width). For estimating purposes: a) the smallest parking space with its half of a drive aisle comprises approximately 255 square feet which would require 7,140 square feet of area; b) a more accurate figure to use is 300 square feet to estimate the area needed for a parking with drive aisle which then results in an area needed of 8,400 square feet. Also note that a parallel parking space requires more maneuvering room than head-on pull-in spaces (for parallel parking a length of 21-1/2 to 22 feet is required).

Using the required ten foot setback for paving leaves a developable area 9,100 square feet. Remove the proposed building area (3,500 sq.ft.) from this leaves 5,600 square feet for parking, gas islands and vehicle maneuvering. Comparing the two parking area figures (7,140 and 8,400) shows there is not enough remaining space for just the required parking let alone the gas island and maneuvering space.

Reducing to the minimum of a five foot setback (additional plantings and screening is then required) for all parking or pavement area used for vehicular movement results in a

developable area of 11,200 square feet; again remove the building area of 3,500 square feet leaves 7,700 square feet for parking, gas islands and vehicle maneuvering. While this scenario is acceptable in meeting the lower end minimum parking space needs there remains the question of vehicle turning, maneuvering, including delivery vehicles, as well as vehicles entering and providing stacking for vehicles leaving the site.

In either scenario there appears to be little room for traffic maneuvering on the site. In either scenario there is limited ability for a fueling truck to maneuver without causing significant access problems. The proposed access points also limit vehicle movement on the site.

Vehicles maneuvering includes moving around on the site around and within the gas island area as well as entering and leaving the site. While the vehicle servicing area at the gas pump also counts as a parking space additional area must be required to allow maneuvering of vehicles in and out of parking spaces as well as vehicles maneuvering around the gas islands or pumps. Maneuvering of a refueling truck (gas tanker truck) as well as other delivery vehicles on site must also be taken into account since this activity occurs during normal business hours.

*Site access: Proposed access points result in congestion on the main street.*

The petitioner is proposing two access points, one on West 7<sup>th</sup> Street and the other on Division Street. The City's Traffic Engineer has requested the driveways be as far as practical from the intersection of 7<sup>th</sup> and Division. West 7<sup>th</sup> Street has approximately 38 feet of pavement with parking allowed on both sides of the street. This allows for two way traffic even with parking on both sides. Currently the only restrictions on parking are the many resident only signs along the street.

If the 7<sup>th</sup> Street access is pushed to the west property line the center line would be 80 feet from the west curb of Division Street or 75 feet using a minimum setback.

As proposed the centerline of the Division Street access would only be 65 feet from the north line of 7<sup>th</sup> Street. With a northbound left-turn this may allow two cars to stack before the intersection is blocked. There are many examples on Locust Street where turning movement just beyond and intersection cause back-ups through the intersection (Brady and Harrison at Locust). Note: most vehicle stops for gas are combined with other trips such as to and from work which happens at peak traffic times.

*Site plan requirements: The proposed plan does not meet site plan buffer requirements.*

The more intense a use (more pavement) the more buffering is required. Again as in the original concept plan there is no indication that the parking/pavement is meeting the setback required. Once the old buildings are removed it is considered a bare site and must now comply with current site standards. Setbacks will reduce the amount of developable area even though there are adjacent building to the west and north that reduce the amount of required setback that a greenfield site would need as indicated in the "redevelopment with rezoning" discussion. Buffering of adjacent residential property as well as plantings along the street frontages would be required.

Other necessary actions: A rezoning contingent on waivers of several other zoning requirements means the proposal is not compatible to the site.

The scope of the following actions is dependent upon a more detailed site plan submission. In addition to the rezoning, there are other actions required for the proposal directly related to the concept/site plan through the Zoning Board of Adjustment:

- Hardship Variances for
  - o Parking/pavement setback (requires ten feet or down to five feet with a landscape buffer or fence);
  - o Area for general landscaping and buffering standards;
- Special Exception for
  - o Parking reduction.

Also, the combining of the two lots to allow a building to cross the property line will require a subdivision submittal to the Plan and Zoning Commission/City Council.

In addition to the site related action the Zoning Board of Adjustment would in general need to review special use permits for:

- o motor vehicle fuel sales would require a special use permit;
- o beer/wine or liquor sales would require a special use permit;

Comparison of other locations: The proposed building does not fit the lot.

The following is a list of smaller sized convenience stores that also sell gasoline. This list compares the size of the lot and building along with the number of pumps.

|                                           | Lot size      | Building size | No. of pumps |
|-------------------------------------------|---------------|---------------|--------------|
| Original proposed use                     | 13,500 sq.ft. | 3,200 sq.ft.  | 4            |
| Revised proposed use                      | 13,500 sq.ft. | 3,500 sq.ft.  | 3            |
| 303 W Locust St                           | 25,300 sq.ft. | 3,900 sq.ft.  | 6            |
| 412 E Locust St                           | 18,300        | 2,185         | 3            |
| 1139 Brady St (now closed)                | 16,400        | 2,790         | 3            |
| 4607 N Pine St                            | 22,300        | 2,280         | 3            |
| 2747 Rockingham Rd                        | 21, 400       | 2,200         | 4            |
| 1632 Rockingham Rd                        | 15,000        | 1,580         | 2            |
| 901 W 2 <sup>nd</sup> St (gas sales only) | 12,000        | 1,520         | 3            |

Only one lot is smaller than the proposal and this lot contains a building less than one-half the size and is only a service station and does not contain a convenience store.

Only one building is larger in size by 400 sq.ft. and its lot is over 10,000 sq.ft. larger.

The average ration of building size to lot size is 12.3 percent (with a high of 17 percent and low of 10 percent) or roughly one-eighth the lot size. The proposed ratio is 24 percent or roughly a quarter of the lot size or double the existing average.

#### **Conclusion:**

The proposed concept does not meet zoning requirements and does not fit on the site. There are also concerns regaring traffic and pedestrian safety on the site as proposed.



Original Concept Plan



Revised Concept Plan

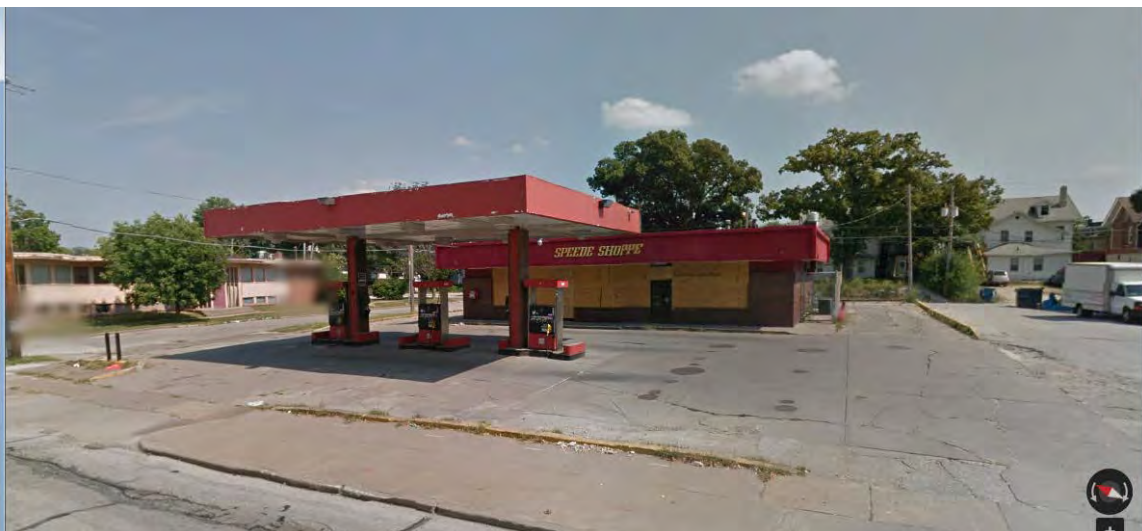
Exhibit B - Visual comparison of similar convenience stores/gas stations



303 W Locust St - Lot size - 25,300 sq.ft. Building size – 3,900 sq.ft.



412 E Locust St- Lot size – 18,300 sq.ft. Building size – 2,185 sq.ft.



1139 Brady St- Lot size – 16,400 sq.ft. Building size – 2,750 sq.ft.  
(currently closed)



4607 N Pine St -      Lot size – 22,300 sq.ft.      Building size – 2,280 sq.ft.



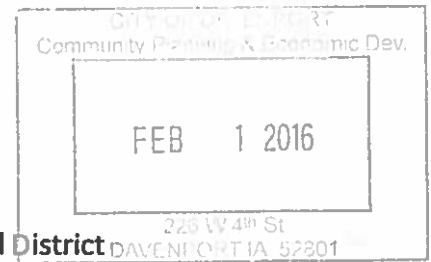
2747 Rockingham Rd -      Lot size – 21,400 sq.ft.      Building size – 2,200 sq.ft.



1632 Rockingham Rd -      Lot size – 15,000 sq.ft.      Building size – 1,580 sq.ft.



901 W 2<sup>nd</sup> St - Lot size – 12,000 sq.ft. Building size - 1,520 sq.ft.  
(Service station only, no convenience store)



City Council, Davenport Plan and Zoning Commission

Re: Zoning of Property on 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District

Hello Everyone -

My Wife and Family have resided within two properties of the corner of 7<sup>th</sup> Street and Division on the south side of 7<sup>th</sup> Street for 18 years. We have seen many businesses come and go on this intersection. We are opposed to the rezoning of the property located at 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District. There is already enough traffic accidents, trash and foot traffic coming thru the area to deal with on a daily basis. Building a new Gas Station with possible liquor license will only add to problems. There is a responsible Gas Station three blocks down and it impacts a lot less personal home properties located on a larger corner and has established businesses. The only way our side of 7<sup>th</sup> Street stays safe and clean are the caring people that own homes. We have fought to keep rentals and businesses maintain and care about the area. Promises are no good if you are not actually living 24/7 in the area and many seem to pass with time - forgotten.

Here are the reasons –

Marquette and W. 7<sup>th</sup> Street problems – if there is an all night place that does not keep normal small business hours we will have a prime loitering, place to meet for drug deals, drunken patrons driving and leaving an already high accident corner for traffic and throwing trash on property and surrounding personal properties.

The Police Department and Neighborhood Watch have done a great job keeping the area safe, why do we want to add to the Police Departments time and force increased presence for them on patrol and answering disturbance calls.

Our property values are already lower than other areas and this will jeopardize values even more. The presence of owners that care about living with some privacy are key to this area staying stable. I would love to see a business be successful on these corners, but they need to have respectful hours and services that will not disrupt and pressure the neighborhood. How about some Habitat Homes or other 8 – 12hour operating hours for consideration and privacy of families? Please do not re-zone this area – we have caring residents on this street.

Thanks

Kent Heinen and Gloria Chavarria – 1721 W. 7<sup>th</sup> Street

## City Council, Davenport Plan &amp; Zoning Commission,

As a resident of 1723 W. 7<sup>th</sup> Street for 40 plus years I am extremely opposed to the rezoning of the property located at 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District. This area is already serviced by a convenience store with gas pumps located three blocks south of the proposed commercial property of 1802 W. 7<sup>th</sup> Street. In addition, there is an additional convenience store and laundromat located six blocks to the east of 1802 W. 7<sup>th</sup> Street.

I have seen numerous businesses come and go on all four corners of this intersection. All have affected the neighborhood with additional traffic, large increase of litter in yards and streets, lack of maintenance and upkeep of buildings and grounds, parking; in addition to increased noise from patrons, waste disposal pick-up and deliveries. Factor in the hours of operations that are not conducive to a large residential property area when compared to the number of commercial properties in the neighborhood. Home property values have suffered over the years because of these issues. Though I commend the developers for their initiative to regenerate this property I do not believe it will have a positive effect on neighborhood overall as a convenience store & gas station. I have always hoped that a responsible business would be able to turn around the properties on all 4 corners of this intersection. I am not sure the proposed current development is the right business.

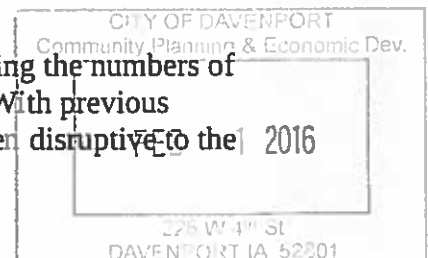
Some of my concerns included the following:

**Litter** – Businesses in the past have promised to patrol the area daily for trash. This rarely happened when the business opened and definitely not after the business had been established. Even when personal contact was made with the owners, there was no follow through. It is an ongoing issue that will require time consuming attention on a daily basis. What assurance do we have that developers will not fall into the category of broken promises?

**Lighting** – Developers say they will be installing LED lighting directed towards the ground. Though LED is directional and designed to be a softer yet brighter light and it is still meant to illuminate the area. How do they propose to address signage that will be illuminated facing out to draw customers to their business? Is not the logic behind illuminating an area to provide a safe environment and prevent loitering and crime? How will this be accomplished without being intrusive to surrounding homes? I find it highly unlikely that outside lighting will be turned off during closed hours. Currently the area is lite by one single light on the front and one on the back upstairs porch of the building with additional lighting provide from street lights, one at the intersection and one in the alley behind 1808 W. 7<sup>th</sup> Street. The current lighting does not enter my bedroom windows. The new lighting, based on increased lighting needed to illuminate the area, will most likely enter my home through at least the 3 north facing windows, of which two are in my bedroom.

**Building and property** – What assurance do we have that should the business not be successful they building and property will be maintained? Currently three of the four properties at this intersection are unoccupied, in disrepair and/or over run with unmaintained grass, weeds or sidewalks not shoveled in the winter. Two have been vacant for years or occupied when occupancy was not supposed to be allowed because of building code hazards or violations. It is unfortunate that these properties have not been successful and as a result led to their current state of disrepair. Call to City departments are not always productive in a timely fashion.

**Traffic/Noise** – This intersection sees its fair share of accidents. By increasing the numbers of cars turning in off Division into the property could increase the accidents. With previous businesses that closed after 10 p.m. noise and increased foot traffic have been disruptive to the neighborhood.



**Property value** – While property in disrepair has had an effect on home value so does the placement of commercial property. Houses in this area already suffer from lower values compared to most areas of the city I am not looking forward to see property owners take another hit based on a high traffic business being developed on this property.

Developers are assuring us that these issues will be addressed and agreements will be made with the city should approval be granted. What assurance are the neighbors given by the city that the future owners or city council members will be required to continue with the agreements once the rezoning is granted? What assurance are neighbors given that the council will be able to enforce and make owners abide by the agreement? I am one of the few residents still residing in this neighborhood that were assured in the past that agreements and ordinances that applied to commercial businesses at this intersection would be abided by and enforced as required. Those owners also assured me that they would abide by city ordinances and took pride in the ownership of the property I am one of the residents, along with the City of Davenport, that was sued by trying to make a business follow city ordinances. I would prefer not to have this repeated.

Thanks,

*Diane Soppe*

Diane Soppe

(detach here)

The undersigned opposes / does not oppose (circle one) Petition of the SAINI, LLC (REZ16-01)

Comments: *This is a family neighbor with kids that go back & forth to school. It would be dangerous to put this in Division is very busy. Would make bad for kids with traffic. We have gas station 4 blocks away & liquor 6 blocks away.*

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

NAME Deanne Schadt already.  
ADDRESS 1827 W 7th St.  
DATE 1/31/16

(please print legibly)

|                                                                  |
|------------------------------------------------------------------|
| CITY OF DAVENPORT<br>Community Planning & Economic Dev.          |
| ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS |
| FEB 2 2016                                                       |
| 226 W 4th St<br>DAVENPORT IA 52801                               |

**PETITION IN OPPOSITION**  
**TO GAS STATION/LIQUOR STORE**  
**AT 7<sup>TH</sup> & DIVISION**

BY SIGNING THIS PETITION WE ARE SUPPORTING A PROTEST TO THE CORNER OF 7<sup>TH</sup> & DIVISION BECOMING HOME TO A GAS STATION/LIQUOR STORE. THIS IS A RESIDENTIAL NEIGHBORHOOD AND WE FEEL THIS WILL INCREASE TRAFFIC, TRASH, NOISE, AND BRING AN ELEMENT THAT WE DO NOT DESIRE IN OUR NEIGHBORHOOD. IF THIS FACILITY IS PLACED THERE THE TRAFFIC LEAVING THE FACILITY WILL BE FORCED TO DRIVE WEST ON 7<sup>TH</sup> STREET INTO THE SURROUNDING RESIDENTIAL NEIGHBORHOOD, AS WELL AS FOOT TRAFFIC HEADING BACK TOWARDS THE HOWELL ST TUNNEL WHICH HAS TRADITIONALLY BEEN A PROBLEM FOR THIS NEIGHBORHOOD. WHILE WE ARE NOT OPPOSED TO A BUSINESS BEING ON THAT PLOT OF LAND WE DO NOT WANT THIS TYPE OF BUSINESS IN OUR NEIGHBORHOOD. NOTE THE NEIGHBORS WHO HAVE SIGNED AND ARE IN PROTEST THAT LIVE WITHIN THE 200 FT RADIUS ARE HIGHLIGHTED IN YELLOW.

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| PRINTED NAME       | ADDRESS           | SIGNATURE        | PHONE NO       | EMAIL                    |
|--------------------|-------------------|------------------|----------------|--------------------------|
| MOIRA BRADFORD     | 1844 W. 6TH ST    | Mira S. Bradford | 563-340-6345   | mbradford@jwkoehler.com  |
| MERLE MENDEZ       | 1844 W. 6TH ST    | Merle Mendez     | 563-340-6345   |                          |
| Catherine Shores   | 184 W 6th St      | Catherine Shores | 563-39-4390    | shores2001@gmail.com     |
| Cheryl Gillespie   | 1835 W. 6th       | Cheryl Gillespie | 563-676-7488   | cheryl@sigmail.com       |
| Randa Handman      | 1819 W 6th St     | Randa Handman    | 563-570-1496   |                          |
| Jeff Randall       |                   | Jeff Randall     |                |                          |
| Miranda Reed       | 1817 W 6th        | Miranda Reed     | 563-381-7242   | 563-499-2871 (Jeff Reed) |
| Merle Loving       | 604 N. Division   | Merle Loving     | 563-323-4655   | 563-570-1317 cell        |
| Lachara Brown      | 1548 W 10th St    | Lachara Brown    | 563-650-8313   |                          |
| Dorothy Buxton     | 1820 W 6th        | Dorothy Buxton   | 563-324-9302   |                          |
| Marsha Kross       | 1828 W 6th St     | Marsha Kross     | 563-505-2205   | meekhy812@yahoo.com      |
| Buck Handman       | 1828 W 6th        | Buck Handman     | 563-322-2130   |                          |
| Harry DeSoto       | 604 Wilkes Ave    | Harry DeSoto     | 563-209-2310   | NONE                     |
| Carol Williams     | 612 W-18th St     | Carol Williams   | 563-676-7151   |                          |
| Carl Williams      | 1835 W 7th        | Carl Williams    | 563-324-9509   |                          |
| Austin W. Bottom   | 1831 W 7th        | Austin W. Bottom | 1287 563-0307  |                          |
| Lara S. Bottom     | 1831 W 7th St     | Lara S. Bottom   | (228) 282-0887 |                          |
| Earth S. Bottom    | 1821 W 7th St     | Earth S. Bottom  | 563-323-4934   |                          |
| Rhonda Sanders     | 710 Wilkes Ave    | Rhonda Sanders   | 563-340-2028   |                          |
| Alma Kier          | 1837 W. 8th       | Alma Kier        | 563-210-9159   |                          |
| William Smith      | 1831 West 8th     | William Smith    | 563-210-9159   |                          |
| Nancy Curren       | 728 N Division St | Nancy Curren     | 563-676-9237   |                          |
| Laura Curren       | 1129 W 8th St     | Laura Curren     | 563-458-8801   |                          |
| Nancy Figueroa     | 1857 W. 6th       | Nancy Figueroa   | 563-323-3823   |                          |
| Javier Figueroa SR | 1852 W. 6th       | Javier Figueroa  | 563-323-2823   |                          |
| Javier Figueroa JR | 1852 W. 6th       | Javier Figueroa  | 563-209-4070   |                          |

| PRINTED NAME     | ADDRESS         | SIGNATURE      | PHONE NO     | EMAIL                  |
|------------------|-----------------|----------------|--------------|------------------------|
| Steven D. Hipper | 609 Wilkes St.  | Steven Hipper  |              |                        |
| Raul Vasquez     | 621 Wilkes      | Raul Vasquez   |              | PTV 2196 @ gmail       |
| Martha Gomez     | 1831 W 8th St   | Martha Gomez   |              | marabonson@naford.com  |
| Donny Stanger    | 1835 W 7th      | Donny Stanger  |              | Twinsbrook@outlook.com |
| Alex Gaudin      | 1655 W 7th St   | Alex Gaudin    |              |                        |
| Martha Gomez     | 1827 W. 7th St. | Martha Gomez   |              | joanne373@.yahoo.com   |
| Hector Gomez     | 704 Wilkes St   | Hector Gomez   |              |                        |
| Grace Boutwell   | 1847 W. 8th St  | Grace Boutwell |              |                        |
| Carol Boutwell   | 1847 W. 8th St. | Carol Boutwell |              |                        |
| Donna Smith      | 1831 W 8th St   | Donna Smith    | 513-210-8056 |                        |
| Emilia Castro    | 1479 W. 8th St  | Emilia Castro  | 563-265-4415 |                        |
| Sonya Eagle      | 623 N Division  | Sonya Eagle    | 503-508-7149 |                        |
| James C          | 623 N Division  | James C        |              |                        |

WITHDRAWN

**EMAIL**

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1. *Introduction*  
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 219. *Acknowledgments*  
 220. *Author Contributions*  
 221. *Funding*  
 222. *Data Availability Statement*  
 223. *References*  
 224. *Appendix*  
 225. *Tables*  
 226. *Figures*  
 227. *Supplementary Materials*  
 228. *Notes*  
 229. *Abbreviations*  
 230. *Conflicts of Interest*  
 231. *Acknowledgments*  
 232. *Author Contributions*  
 233. *Funding*  
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 243. *Acknowledgments*  
 244. *Author Contributions*  
 245. *Funding*  
 246. *Data Availability Statement*  
 24

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1. The first part of the document is a title page. It contains the title "The Role of the State in the Development of the Economy" and the author's name "John Doe".

100

1

100

| Age Group | 2006 (%) | 2008 (%) |
|-----------|----------|----------|
| 18-29     | 85       | 88       |
| 30-49     | 80       | 82       |
| 50-69     | 75       | 78       |
| 70+       | 70       | 72       |

1000

1

100

100

1000

1

1

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Lesley Eastlick; (563)327-7729  
Wards: 6

**Action / Date**  
**PW3/2/2016**

**Subject:**

Public hearing on the plans and specifications for the Fairhaven Road, 29<sup>th</sup> and Lorton Storm Sewer Improvement project, CIP #10131. [Ward 6]

**Recommendation:**

Hold the hearing.

**Relationship to Goals:**

Enhance Quality of Life

**Background:**

This project aims to reduce flooding by increasing the hydraulic capacity of the existing storm system in the area near East 29<sup>th</sup> Court and Fairhaven Road near the Forest Road intersection.

Design of this project was done by Strand Associates, Inc. Construction management will be done by City Engineering Staff. The project letting is proposed for Spring/Summer 2015 with construction in Summer/Fall 2016.

To maximize the amount of work that will be done, the project will be let with a base bid and one alternate. Inclusion of the alternate bid will be dependent upon the budget.

Funds for the Fairhaven Road, 29<sup>th</sup> and Lorton Storm Sewer Improvement Project are budgeted through CIP #10131, and include design, property acquisition and construction for a total of \$1,399,000.

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                |
|----------------------------|----------------|----------|---------------------|
| Public Works - Engineering | Merritt, Clay  | Approved | 2/10/2016 - 2:10 PM |
| Public Works Committee     | Lechvar, Gina  | Rejected | 2/10/2016 - 2:28 PM |
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/23/2016 - 4:21 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 3:15 PM |
| City Clerk                 | Admin, Default | Approved | 2/24/2016 - 3:43 PM |

City of Davenport

Agenda Group: Public Works  
Department: Engineering  
Contact Info: Lesley Eastlick; 563-326-7729  
Wards: All

**Action / Date**  
**PW3/2/2016**

**Subject:**

Public hearing on the plans, specifications, forms of contract and estimated cost for the FY2016 ADA Ramp Compliance - Micro-surfacing Project, CIP# 28004 and 28006. [All Wards]

**Recommendation:**

Hold the hearing.

**Relationship to Goals:**

Upgraded City Infrastructure & Public Facilities.

**Background:**

This is an annual program that aims to upgrade sidewalk ramps throughout the city to become ADA compliant. The ramps that border the streets that were repaired through the micro-surfacing program will be upgraded using these two CIPs.

Microsurfacing and ADA ramps are specialized construction projects and were bid separately for cost savings.

The budget for this project is \$250,000.

**ATTACHMENTS:**

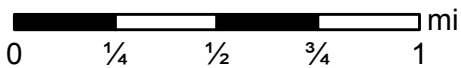
| Type                                                                                                | Description |
|-----------------------------------------------------------------------------------------------------|-------------|
|  Backup Material | Micro Map   |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                |
|----------------------------|----------------|----------|---------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 9:53 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 9:53 PM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 9:11 AM |



## Micro Surfacing



### Legend

-  Micro-Surfacing Phase I
-  Micro-Surfacing Phase II

City of Davenport

Agenda Group: Committee of the Whole  
Department: Information Technology  
Contact Info: Rob Henry 326-7791  
Wards: 4

**Action / Date**  
**COW3/2/2016**

**Subject:**

Public Hearing regarding a Tower Access and Facility Lease with SpeedConnect LLC for the tower located at 1735 West Pleasant Street. (Ward 4)

**Recommendation:**

Hold the public hearing.

**Relationship to Goals:**

**Background:**

The City proposes to lease to SpeedConnect LLC a 3' x 3' concrete ground space for an equipment cabinet located at 1735 West Pleasant Street (Fire Station 6). SpeedConnect further intends to attach equipment antennas for operation of a broadband communication system to the existing City tower.

Under Iowa law, any lease of municipal property exceeding three years requires a public hearing. The initial term of this lease is for a period of five years, with three additional five-year renewal periods possible.

**ATTACHMENTS:**

| Type              | Description                |
|-------------------|----------------------------|
| ▣ Backup Material | SpeedConnect Tower Lease   |
| ▣ Backup Material | SpeedConnect Space Diagram |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                 |
|-------------------|-----------------------|----------|----------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 11:45 AM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 11:46 AM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 11:50 AM |

## **Tower Access and Facility Lease**

THIS LEASE ("**Lease**") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between City of Davenport in the city of Davenport, Iowa ("**Owner**"), and **SpeedConnect, LLC**, a Michigan Limited Liability Company, whose address is 455 North Main Street, Frankenmuth, MI 48734 ("**SpeedConnect**").

WITNESSETH:

**Leased Premises.** Owner hereby leases to SpeedConnect, and SpeedConnect hereby leases from Owner, upon the terms and subject to the conditions contained herein, tower space located at 1735 West Pleasant Street ("Tower Facilities") to attach its Antenna Facilities (as hereinafter defined), together with access to electricity and other utility facilities required for operation of its Antenna Facilities (collectively, the "**Leased Premises**"). The parties acknowledge and agree that SpeedConnect intends to locate at and attach to the Leased Premises a broadband communications antenna and associated cables, wires, base station, electrical and other associated equipment (collectively, the "**Antenna Facilities**"). Owner hereby grants to SpeedConnect reasonable access to the Leased Premises for purposes of installation, maintenance, operation, modification, relocation and removal of the Antenna Facilities.

**2. Term.** The initial term ("**Initial Term**") of this Lease shall be for a period of (5) years, commencing on the date that the last of the Conditions Precedent (as hereinafter defined) are satisfied (the "**Commencement Date**").

**3. Renewal.** This Lease shall be automatically renewed and extended for three (3) additional five (5) year periods following the Initial Term (each an "**Extension Term**") upon the same terms and conditions as set forth herein, except that rent shall be increased by fifteen percent (15%) of the rent paid over the preceding term, unless SpeedConnect notifies Owner, in writing, of its election not to renew and extend this Lease at least 60 days prior to the expiration of the Initial Term or any such Extension Term. (The Initial Term and all Extension Terms are collectively referred to herein as the "**Term**").

**4. Rental.** Commencing on the 1<sup>st</sup> day of each month after equipment has been installed and is operational and for the duration of the Term, SpeedConnect shall pay Owner monthly rental of a rate of \$1,000 monthly fee. If this Lease commences or terminates on a day other than the first or last day of the month, respectively, the rent for any such partial month shall be prorated based upon the number of days in such month during which this Lease shall be in effect.

**5. Conditions Precedent.** This Lease is expressly contingent and conditioned upon the satisfaction of the following express conditions precedent (the "Conditions Precedent"):

- a. SpeedConnect obtaining, at its own expense, and being satisfied in its sole and absolute discretion, with a tower analysis documentation of (i)

antenna load; (ii) antenna size; (iii) transmission line direction; and (iv) wind loading, (v) installing on Owner's tower a three or four sector antenna array, electronics, cabling, attachment bracketing and support, three point-to-point four foot microwave antenna, electronics, cabling, attachment bracketing and support and with Owners tower base facility associated electronics in one standardized self-standing electronics rack enclosure; and

b. SpeedConnect obtaining at its expense all consents, approvals, and permits required of all state, federal and local governmental agencies to operate the Antenna Facilities at the Leased Premises;

---provided, however, notwithstanding anything contained herein to the contrary, if for any reason any of the foregoing Conditions Precedent are not fully satisfied within ninety (90) days following the execution of this Lease, then in such event this Lease shall thereupon be null and void ab initio, without any obligation by SpeedConnect to pay any rent, penalty or other amounts to Owner.

**6. Possession.** SpeedConnect shall take possession of the Leased Premises upon satisfaction of the Condition Precedent.

**7. Use of the Premises.**

a. SpeedConnect may use the Leased Premises for the installation, operation and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the ground storage of related equipment in accordance with the terms of this Lease and will require 24 hour access for outage or emergency situations.

b. SpeedConnect shall be responsible for any damage done to the Leased Premises or to utilities, any property, transmission, reception or operations of the Owner or any other Tenants, caused by SpeedConnect or its agents, during installation and/or during operations, maintenance, alteration, relocation and/or removal of all or any part of the Antenna Facilities. Any such damage done shall be repaired or replaced as soon as reasonably possible, but in no event later than within thirty (30) days (or if not repairable within thirty (30) days SpeedConnect shall have failed to commence repair work or have failed to cause it thereafter to be diligently prosecuted to completion) at SpeedConnect's expense. If SpeedConnect fails to make said repairs within such period of time, Owner may perform all repairs which may be necessary and add the amount of said cost to the rent due hereunder on the first day of the month following the date of repairs; and such cost of repairs shall be and constitute a part of the rent together with the rent above provided for herein.

c. SpeedConnect shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety), if applicable, in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Leased

Premises. Owner agrees to reasonably cooperate with SpeedConnect in obtaining any federal licenses and permits required for or substantially required by SpeedConnect's use of the Leased Premises.

d. Upon termination of this Lease, if requested to do so by the Owner, SpeedConnect shall remove, at its own expense, the Antenna Facilities and all support structures that are not shared or used by another user from the Leased Premises. Such removal shall be done in a workmanlike and careful manner and without interference or damage to the Leased Premises, or any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by the Owner or any of the Owner's assignees or lessees, in full compliance with all obligations described in paragraph 7b above.

e. The Owner reserves the right to install additional bracketing material or similar structural supports to allow for the co-location of other lessees' antenna or similar radiating or broadcasting equipment. The Owner agrees, as a precondition to any such additional installation, to provide all reasonable and necessary assurances to SpeedConnect that such co-location will not disturb, disrupt or cause harm to SpeedConnect's Antenna Facilities.

f. SpeedConnect will use commercially reasonable efforts to not cause any harmful interference with Owner's or other tenants' existing uses. Owner will require the same non-harmful interference provisions in all of its agreements with other co-located tenants.

**8. Equipment Upgrade.** SpeedConnect may update or replace their Antenna Facilities from time to time. SpeedConnect shall submit to the Owner a detailed proposal for any such replacement Antenna Facilities and any supplemental materials as may be requested for Owner evaluation and approval. Any such upgrade or replacement shall be subject to the provisions of paragraph 7b above.

**9. Maintenance.**

a. SpeedConnect shall, at its own expense, maintain any Antenna Facilities on or attached to the Leased Premises in a reasonably safe condition, in commercially reasonable condition and repair (ordinary wear and tear excepted) and in a manner reasonably suitable to the Owner so as to not unreasonably conflict with the use of or other leasing of the Leased Premises by the Owner. In carrying out its maintenance responsibilities, SpeedConnect shall not unreasonably interfere with the use of the Leased Premises, related facilities or other equipment of other tenants and shall comply with the requirements of paragraph 7b above.

b. SpeedConnect shall have sole responsibility for the maintenance, repair and security of its Antenna Facilities, and shall keep the same in commercially reasonable condition and repair during the Term of this Lease.

c. SpeedConnect shall keep the Leased Premises reasonably free of debris

and anything of a dangerous, noxious, or offensive nature, which would create a hazard or undue vibration, heat, noise, or interference.

d. SpeedConnect shall be allowed 24x7 hour access to the Leased Premises to maintain the Antenna Facilities and perform its obligations under this Agreement.

**10. Utilities.** SpeedConnect will be responsible for obtaining electrical at this location, with a separate metered box.

**11. Taxes.** SpeedConnect shall be responsible for paying all personal property taxes assessed directly upon and arising solely from its own use of the Antenna Facilities on the Leased Premises during the Term of this Lease.

**12. Interference.**

a. SpeedConnect's installation, operation, and maintenance of its Antenna Facilities shall not damage or unreasonably interfere in any way with the Owner's operations or related repair and maintenance activities or with such activities of other tenants of the Leased Premises, nor with the operation of the facilities of any other tenants provided that Owner and such other tenants continue to operate with their existing frequencies and in accordance with all applicable laws and regulations. Owner, at all times during this Lease, reserves the right to take any action it reasonably deems necessary to repair, maintain, alter or improve the Leased Premises in connection with the operations as may be reasonably necessary, including leasing parts of the Leased Premises and surrounding ground space to others, provided that the foregoing shall not damage or interfere with SpeedConnect's installation, operation and maintenance of its Antenna Facilities at the Leased Premises.

b. Owner guarantees to SpeedConnect, Owner's subsequent non-interference with SpeedConnect's communications operations at the Leased Premises.

c. If the Owner receives a request for co-location on the Leased Premises from any other third-party, that it feels could cause interference, it shall submit a proposal complete with all technical specifications reasonably requested by SpeedConnect to SpeedConnect for review for non-interference; however, Owner shall not be required to provide SpeedConnect with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing technical specifications for its proposed transmission facility. SpeedConnect shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by SpeedConnect to the installation of antennas or transmission facilities pursuant to said proposal. If SpeedConnect gives notice of objection due to interference during such thirty (30) day period and SpeedConnect's objections are verified by Owner to be valid, then Owner shall not proceed with the proposal.

**13. Insurance.** SpeedConnect shall maintain, at its sole cost during the Term of this Lease, commercial general liability insurance insuring SpeedConnect against liability for personal injury, death or damage to personal property arising out of the use of the Leased Premises by SpeedConnect. Such insurance shall provide coverage in an amount not less than three-million dollars (\$3,000,000.00) for property damage. SpeedConnect shall provide Owner with a certificate of insurance evidencing such coverage which states that the carrier has so insured SpeedConnect and that it will not cancel or change any policy of insurance issued to SpeedConnect except after thirty (30) days notice in writing to Owner. Owner shall be added to the policy as an additional insured. The fact that SpeedConnect is required to furnish insurance in accordance with this paragraph or the fact that such insurance is furnished does not and shall not relieve SpeedConnect from its obligations to Owner under the provisions under Paragraph 7(b) or under Paragraph 17 of this Lease. Owner shall insure the Leased Premises and building of which the Leased Premises is a part thereof, as the case may be, against loss or damage under a policy or policies of fire and extended coverage.

**14. SpeedConnect's Property.** All Antenna Facilities installed by SpeedConnect at the Leased Premises shall remain the property of SpeedConnect.

**15. Report of Damage to Owner's Facilities; Environmental Contamination.** SpeedConnect shall make an immediate report to Owner in the event SpeedConnect becomes aware of the occurrence of any damage to the Leased Premises. SpeedConnect, its agents and its contractors shall bring no substances on the Leased Premises which could cause any environmental contamination and shall bring no volatile substances on the Leased Premises.

**16. Maintenance.** The Owner shall maintain the Leased Premises in good order and repair so that it will adequately support all of SpeedConnect's properly engineered and installed Antenna Facilities.

**17. Indemnity.** To the extent permitted by applicable law, Owner and SpeedConnect shall indemnify and hold one another harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss which arise out of the wrongful acts or omissions of such indemnifying party, including liability or loss arising from environmental contamination as provided in Paragraph 18 below. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

**18. Hazardous Substances.** Owner represents and warrants to SpeedConnect that there are no substances, chemicals or wastes (**collectively, "Substance"**) on, about or under the Leased Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. SpeedConnect represents and warrants that it will not introduce or use any Substance on the Leased Premises. To the extent permitted by applicable law, each party shall indemnify and hold the other party harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss

which arise from breach of any representation or warranty in this paragraph by such party.

**19. Assignment.** This Lease may be not assigned by SpeedConnect, except (a) with the express prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, (b) in connection with the sale of all or substantially all of the assets or business of SpeedConnect to a purchaser which expressly assumes all of the obligations of the assigning party under this Lease, or (c) to a parent, subsidiary or other affiliate of SpeedConnect. Any such permitted assignee must agree in writing to assume all applicable rights and obligations under this Lease.

**20. Condemnation.** If all or substantially all of Owner's property upon which the Leased Premises are located is condemned by an authorized governmental or quasi-governmental authority, this Lease shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. If such a taking occurs, the rent shall be prorated to the date of the taking, and any excess prepaid rent shall be promptly repaid to SpeedConnect.

**21. Default.** If SpeedConnect fails to make any payment of any sum due under this Lease Agreement within thirty (30) days after its due date, or fails to cure a breach by SpeedConnect of any other provision of this Lease Agreement within thirty (30) days after receipt of written notice from Owner, Owner may terminate this Lease Agreement and shall be entitled to any other rights or remedies available at law or in equity. Should Owner fail to cure any breach by Owner of any provision of this Lease Agreement within thirty (30) days after receipt of written notice and demand from SpeedConnect, SpeedConnect may terminate this Lease Agreement and shall be entitled to any other rights or remedies available at law or in equity.

**22. Termination.** SpeedConnect shall have the right to terminate this Lease at any time immediately upon written notice to Owner without further liability to Owner provided that all rents due hereunder through such date have been paid in full if (a) SpeedConnect cannot obtain all certificates, permits, licenses, or other approvals (**collectively "Approvals"**) required from any governmental authority and/or any easements required from any third party to operate its Antenna Facilities at the Leased Premises; (b) such Approvals are canceled, expire, lapse, withdrawn or terminated; (c) Owner fails to hold the legal right to lease the property upon which the Leased Premises are located; or (d) Owner does not have the authority to enter into this Lease under Paragraph 25(b) of this Lease. In addition to the foregoing, if SpeedConnect in its sole discretion determines that it no longer requires the tower site, it may terminate this Lease upon not less than one hundred eighty (180) days' prior written notice to Owner. All rent payments will cease upon termination of the lease. The Owner may terminate this Lease if SpeedConnect ceases operations at the Leased Premises for a period of ninety (90) days, in which event SpeedConnect shall remain liable for ninety (90) days of additional rent from the date SpeedConnect so ceases operations, which shall be Owner's sole remedy and SpeedConnect's sole liability under this Lease resulting from such cessation of operations.

**23. Notices.** All notices to SpeedConnect shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to **455 North Main Street, Frankenmuth, MI 48734, Attention: John Ogren, and to Leigh Ann Spellman, Contracts Manager, 1015 Central Ave Ste C, Kearney, NE 68847** or as otherwise directed in writing by such party or as provided under applicable state law. All notices to Owner shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery addressed to City of Davenport, 226 W 4<sup>th</sup> Street, Davenport, IA 52801, Attention: Chief Information Officer, or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

**24. Compliance with Laws.** Owner represents that the Leased Premises are in compliance with all building life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. SpeedConnect agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by SpeedConnect on the Leased Premises and all of the operations of SpeedConnect within the Leased Premises shall be in compliance with all applicable laws, codes, and regulations. Each party shall indemnify and hold the other party harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss which arise from breach of any representation, warranty or covenant in this paragraph by such party.

**25. Estoppel.** Upon twenty (20) days prior written notice, either party will execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective assignee, purchaser or encumbrancer of the Leased Premises or this Lease.

**25. Miscellaneous.**

a. During the Term of this Lease, SpeedConnect shall peaceably and quietly have, hold and enjoy the Leased Premises.

b. Each party represents and warrants that it has full authority to enter into and sign this Lease.

c. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and SpeedConnect.

d. This Lease shall be governed by and construed in accordance with the laws of the State of Iowa and in the jurisdiction and venue of Scott County

e. This Lease may not be amended or modified unless authorized representatives of the Owner and SpeedConnect consent in writing to the amendment or modification.

f. This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties or their representatives. All Exhibits are incorporated by reference.

g. No failure of the Owner to enforce a term or condition of this Lease shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by an authorized representative of the Owner.

h. Either party's failure to perform any term of this Lease as a result of conditions beyond its reasonable control including, but not limited to, war, strikes, fires, floods, acts of God, terrorism, or governmental restrictions, shall not be deemed a breach of this Lease.

i. SpeedConnect may record a memorandum on the real estate records concerning the existence of this Lease.

See the following page for signatures:

\_\_\_\_\_

SpeedConnect, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

John A. Ogren

Its: \_\_\_\_\_

Its: CEO

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by

\_\_\_\_\_

Notary Public signature

Notary Public printed, \_\_\_\_\_

State of \_\_\_\_\_, in the County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_.

SPEEDCONNECT LLC:

STATE OF MICHIGAN,

COUNTY OF SAGINAW

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by  
John A. Ogren, CEO of SpeedConnect LLC.

Notary Public signature, \_\_\_\_\_,

Notary Public printed, \_\_\_\_\_

State of Michigan, County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_.

## **EXHIBIT A**

Tower Facility location and equipment details:

Tower facility located at \_\_\_\_\_

Coordinates \_\_\_\_\_

Base rent on the Commencement Date shall be \$\_\_\_\_\_ - SpeedConnect to occupy one rack of space inside ground facility operated and managed by

\_\_\_\_\_

SpeedConnect shall have 24/7 access to facility.

Tower Space of:

**A.** \_\_\_\_\_

**B.** \_\_\_\_\_

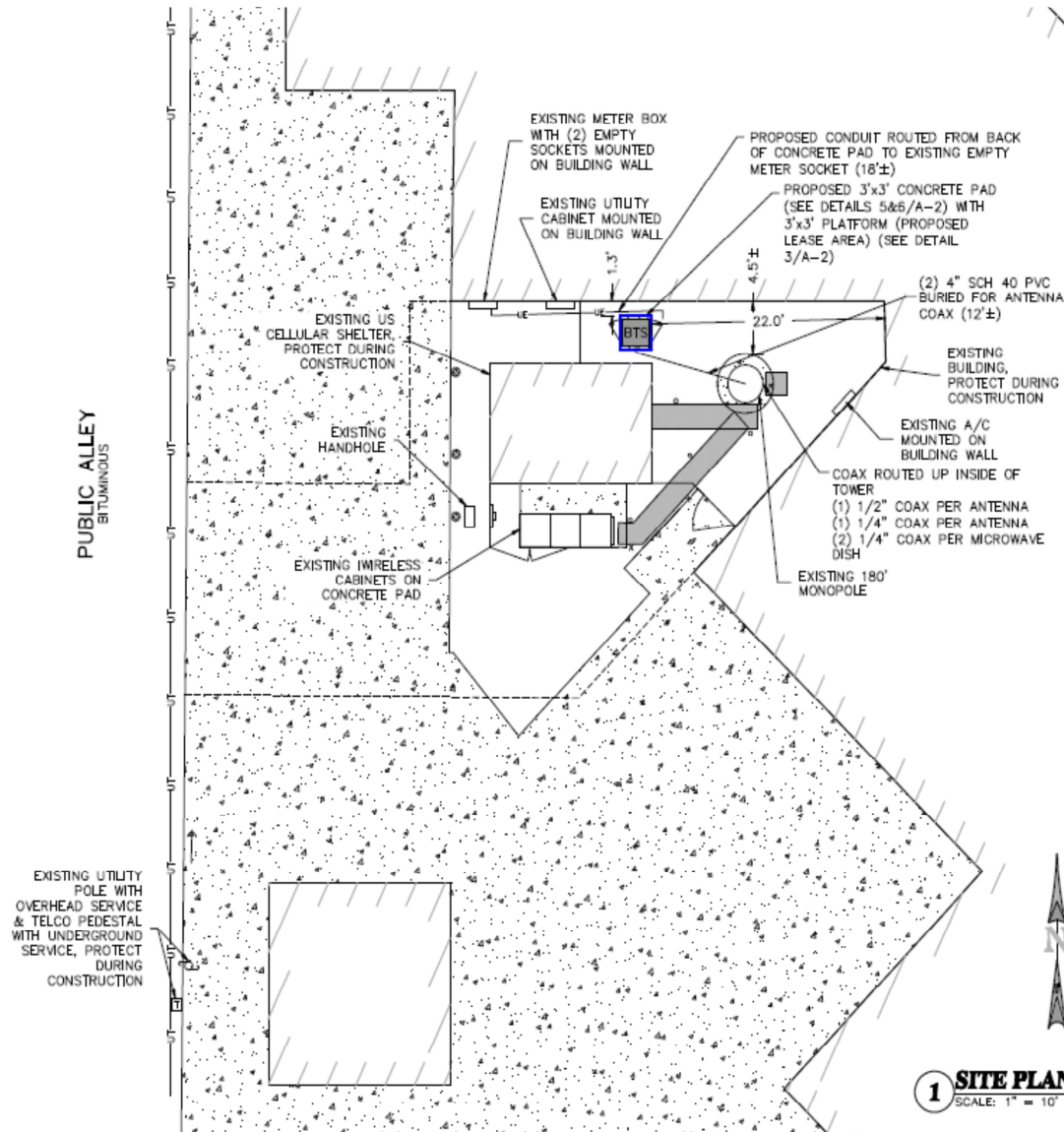
**C.** \_\_\_\_\_

# **LEGEND**

|  |                       |
|--|-----------------------|
|  | LEASE LINE            |
|  | EASEMENT LINE         |
|  | UNDERGROUND TELEPHONE |
|  | UNDERGROUND ELECTRIC  |
|  | FENCE                 |
|  | BUILDING              |
|  | ICEBRIDGE             |
|  | BOLLARD               |
|  | TELEPHONE PEDESTAL    |
|  | CONCRETE SURFACE      |
|  | GRAVEL SURFACE        |

## **NOTES**

1. CONTRACTORS TO PROTECT EXISTING EQUIPMENT & UTILITIES NOT MENTIONED FOR REMOVAL DURING CONSTRUCTION.



**1 SITE PLAN**  
SCALE: 1" = 10'



Old Engineering & Professional Land Surveying  
ROCK ISLAND, IL 61201  
(C) 309-397-9988  
(F) 309-758-5540  
DESIGN FIRM REGISTRATION NUMBER 164-005864

**PRELIMINARY**

PROJECT MANAGER



HIGH-SPEED WIRELESS INTERNET & TELEPHONE  
405 NORTH MAIN STREET  
FRANKLIN, WI 53534

APPLICANT:



HIGH-SPEED WIRELESS INTERNET & TELEPHONE  
405 NORTH MAIN STREET  
FRANKLIN, WI 53534

DRAWN BY: CHK BY: APV BY:  
DHS BCH DME

SITE NAME:

**FIRESTATION 6**

SPEEDCONNECT SITE NUMBER:

**FIRESTATION 6**

REVISIONS:

| REV. | DATE     | DESCRIPTION     |
|------|----------|-----------------|
| 1    | 11/27/16 | ANTENNA HEIGHTS |
| 2    |          |                 |
| 3    |          |                 |
| 4    |          |                 |
| 5    |          |                 |

DRAWING TITLE:

**SITE PLAN**

DRAWING NUMBER:

**A-1**

JOB NUMBER:

150702

## City of Davenport

Agenda Group:  
Department: Mayor's Office  
Contact Info: Tiffany x2066  
Wards: All

**Action / Date**  
**3/2/2016**

Subject:  
Proclamation - Missouri Valley Conference Women's Basketball Week

Recommendation:

Relationship to Goals:

Background:

### ATTACHMENTS:

| Type                                                                                         | Description   |
|----------------------------------------------------------------------------------------------|---------------|
|  Cover Memo | Prpoclamation |

### REVIEWERS:

| Department     | Reviewer          | Action   | Date                |
|----------------|-------------------|----------|---------------------|
| Administration | Thompson, Tiffany | Approved | 2/26/2016 - 4:23 PM |

# Proclamation

- Whereas** the Missouri Valley Conference is the second-oldest athletic conference in the nation; and,
- Whereas** the Valley places special emphasis on academics of its student-athletes; and,
- Whereas** the Valley has selected the Quad Cities as the site of its women's basketball tournament for 2016, 2017, and 2018; and,
- Whereas** the winner will advance to the NCAA Women's Road to the Final Four; and,
- Whereas** the 10 teams of the Valley, its players, coaches, staff, fans and alumni will be our guests for the tournament March 10-13, 2016; and,
- Whereas** the City of Davenport commits to demonstrating the highest levels of hospitality and support of this significant sporting event; and,
- Now therefore** we, Frank Klipsch, Mayor, and the city council of Davenport, Iowa, do hereby proclaim the week of March 7-13, 2016 as "Missouri Valley Conference Women's Basketball Tournament Week" in Davenport and call upon our citizens to join the celebration, attend the games, and support the teams in as many ways as possible.

Dated this 2<sup>nd</sup> day of March, 2016.

---

Frank J. Klipsch  
Mayor of Davenport

---

Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group: Committee of the Whole  
Department: Community Planning & Economic Development  
Contact Info: Bruce Berger, 326-7769  
Wards: 8

**Action / Date**  
**CD2/17/2016**

**Subject:**

Second Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 to the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa.  
[Ward 8]

**Recommendation:**

Approve the ordinance.

**Relationship to Goals:**

Added emphasis on economic development.

**Background:**

The Kraft Heinz Company is planning the construction of a state-of-the-art food manufacturing facility on approximately 70 acres in the Eastern Iowa Industrial Center. The company estimates the total project investment at \$203 million. This project allows for the retention of at least 475 full time positions. At least 261 positions will be paid an average wage of at least \$17.84/hour and 214 positions will be paid an estimated average wage of \$15.46/hr. All positions are supported with a benefit package.

To support this development, the proposed City assistance is a 75% rebate of property taxes paid over and above the base year valuation of the current property with a maximum rebate of \$10,000,000. For this project the base year valuation is approximately \$8,266,000 which is the total assessed valuation of the current facility, associated buildings and parking lots.

The City will also contribute up to a maximum of \$1,674,969 for the construction of a new road bordering the east side of the Company's new facility and improvements to Slopertown Road and Enterprise Way. The City has applied for and received approval from the Iowa Department of Transportation's RISE program which will contribute 80% of the costs up to \$4,699,875.

This ordinance establishes this area as a part of the North Urban Renewal Area and allows the City's financial support of the project.

**ATTACHMENTS:**

| Type        | Description                         |
|-------------|-------------------------------------|
| ▣ Ordinance | Ordinance for Addition to North URA |
| ▣ Exhibit   | Map of Addition to North URA        |

**REVIEWERS:**

| Department | Reviewer        | Action   | Date                |
|------------|-----------------|----------|---------------------|
| City Clerk | Holecek, Jackie | Approved | 2/23/2016 - 4:31 PM |

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2016 ADDITION TO THE NORTH URBAN RENEWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Davenport, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2016 Addition to the North Urban Renewal Area of the City of Davenport, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Davenport to finance projects in the such area.

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

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

“County” shall mean Scott County, Iowa.

“Urban Renewal Area Amendment” shall mean the 2016 Addition to the North Urban Renewal Area of the City of Davenport, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the \_\_\_\_ day of March, 2016.

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section said 28; thence along the South line of the Southeast Quarter, South 88 degrees 35’-35” West, a distance of 1325.33 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 28; thence along said West line, North 02 degrees-50’-17 seconds West, a distance of 1323.87 feet to the Northwest corner of said Quarter-Quarter Section; thence North 02 degrees-00’-32” West, along the West line of the Northeast Quarter of said Southeast Quarter, a distance of 1,333.98 feet to the point of beginning; thence South 80 degrees-32’48” East, a distance of 1294.02 feet; thence South 02 degrees-09’-24” East, a distance of 1083.95 feet to the Northeast corner of Parcel 932855004; thence South 88 degrees-46’-56” West a distance of 320.07 feet to the Northwest corner of said Parcel 932855004; thence Westerly to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 02 degrees-00’-32” West, a distance of 1333.98 feet to the point of beginning. Said tract contains 34.9 acres, more or less.

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

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

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

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

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

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

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

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

Passed and approved by the Council of the City of Davenport, Iowa, on the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Deputy Clerk

Published on the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Deputy Clerk

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

---

Mayor

Attest:

---

Deputy Clerk

STATE OF IOWA  
COUNTY OF SCOTT  
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to adoption of a resolution designating an urban renewal area and approving an urban renewal plan amendment and the adoption of an ordinance entitled "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Deputy Clerk

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, County Auditor of Scott County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, the Deputy Clerk of the City of Davenport, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on March \_\_, 2016, entitled: "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
County Auditor

STATE OF IOWA  
COUNTY OF SCOTT  
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that I caused to be published "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
City Clerk

(Attach hereto publisher's affidavit of publication with copy of ordinance as published.)

**GREATER DAVENPORT REDEVELOPMENT CORPORATION**

**LEGEND**

- Lot Boundary
- Easement
- Gas Line
- Electric
- Water
- Sewer
- Fiber Optic
- Rail

**SCALE**  
.5" = .1 MILE

**KH Facility Location**

**Lot 6**  
W3307-02  
W3306-02B  
G: 42.82 Acres  
N: 40.62 Acres

**Transload Rail Facility**

**Lot 5**  
W3303-02  
G: 17.24 Acres  
N: 15.56 Acres

**Research Pkwy.**

**Lot 4**  
W3319-02E  
G: 5.6 Acres  
N: 4.87 Acres

**Enterprise Way**

**Lot 3**  
W3337-95A  
G: 10.96 Acres  
N: 10.61 Acres

**Lot 2**  
W3321-01B  
G: 26.15 Acres  
N: 25.45 Acres

**Westfield 37 Acres**

**Lot 1**  
W3339-03  
G: 12.01 Acres  
N: 9.77 Acres

**INTERSTATE 80**

City of Davenport

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

**Action / Date**  
**3/2/2016**

**Subject:**

First Consideration: Ordinance for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps. [Ward 3]  
**NOTE: PLAN & ZONE COMMISSION RECOMMENDS DENIAL (REQUIRES EIGHT VOTES FOR PASSAGE, THREE FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)**

**Recommendation:**

**Findings:** ·

The proposed concept does not fit the Comprehensive Plan's RG designation. ·  
An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property. ·  
The intent of the rezoning is not compatible with the surrounding neighborhood. ·  
As proposed the use does not fit on the property requiring other board(s) action for it to function.

**Recommendation:** As noted in the report, findings and exhibits, there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. The Commission recommends denial of the request

**THE COMMISSION RECOMMENDS DENIAL (REQUIRES EIGHT VOTES FOR PASSAGE, THREE-FOURTHS VOTE IF ABSTENTION FOR CONFLICT OF INTEREST)**

As of February 24th the protest rate was 13.4 percent.

**Relationship to Goals:**

Neighborhood Improvement

**Background:**

This is an example of infill development that is in contradiction to the intent of comprehensive plan regarding neighborhood character and compatibility.

For further background information please refer to the background materials.

**ATTACHMENTS:**

| Type              | Description             |
|-------------------|-------------------------|
| ▣ Ordinance       | REZ16-01 Ordinance Only |
| ▣ Backup Material | REZ16-01 Background     |

**REVIEWERS:**

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

|                                              |                |          |                     |
|----------------------------------------------|----------------|----------|---------------------|
| Community Planning &<br>Economic Development | Berger, Bruce  | Approved | 2/24/2016 - 6:45 PM |
| Community Development<br>Committee           | Berger, Bruce  | Approved | 2/24/2016 - 6:46 PM |
| City Clerk                                   | Admin, Default | Approved | 2/25/2016 - 9:10 AM |

ORDINANCE NO.

ORDINANCE for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, or real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7<sup>th</sup> Street. The proposed use when combined with 1802 W 7<sup>th</sup> Street is a convenience store with gas pumps. [3<sup>rd</sup> 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 Southwest Quarter of Section 27, Township 78 North, Range 03 East of the 5<sup>th</sup> P.M. being more particularly described as follows:

Lot 2 of Block 23 of Park Lawn Second Addition to the City of Davenport, Scott County, Iowa. Said tract contains 6,750 square feet, more or less.

The City Plan and Zoning Commission forwards Case No. REZ16-01 to the City Council with a recommendation for denial.

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](http://www.cityofdavenportiowa.com)

February 17, 2016

Honorable Mayor and City Council  
City Hall  
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of February 16, 2016, the City Plan and Zoning Commission considered Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7<sup>th</sup> Street. The proposed use when combined with 1802 W 7<sup>th</sup> Street is a convenience store with gas pumps.

Findings:

- The proposed concept does not fit the Comprehensive Plan's RG designation.
- An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property.
- The intent of the rezoning is not compatible with the surrounding neighborhood.
- As proposed the use does not fit on the property requiring other board(s) action for it to function.

Recommendation:

As noted in the report, findings and exhibits there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. The Commission recommends denial of the request

Respectfully submitted,

Robert Inghram, Chairperson  
City Plan and Zoning Commission



DENIED

|             |           |                                        |  |  |  |  |  |  |  |
|-------------|-----------|----------------------------------------|--|--|--|--|--|--|--|
| Name:       | Roll Call | FDP15-05<br>Geifman Food<br>Stores Inc |  |  |  |  |  |  |  |
| Connell     | P         | Y                                      |  |  |  |  |  |  |  |
| D'Autremont | EX        |                                        |  |  |  |  |  |  |  |
| Elgatian    | P         | Y                                      |  |  |  |  |  |  |  |
| Hepner      | P         | Y                                      |  |  |  |  |  |  |  |
| Inghram     | P         |                                        |  |  |  |  |  |  |  |
| Kelling     | P         | Y                                      |  |  |  |  |  |  |  |
| Lammers     | P         | Y                                      |  |  |  |  |  |  |  |
| Maness      | EX        |                                        |  |  |  |  |  |  |  |
| Martinez    | EX        |                                        |  |  |  |  |  |  |  |
| Quinn       | P         | Y                                      |  |  |  |  |  |  |  |
| Tallman     | P         | Y                                      |  |  |  |  |  |  |  |
|             |           | 7-YES<br>0-NO<br>0-ABSTAIN             |  |  |  |  |  |  |  |



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

**Meeting Date:** February 16, 2016  
**Request:** Rezone 6,750 sq ft from R-4 to C-2  
**Address:** 1808 West 7<sup>th</sup> Street  
**Case No.:** REZ16-01  
**Applicant:** Jesse Saini on behalf of Saini, LLC

**Recommendation:**

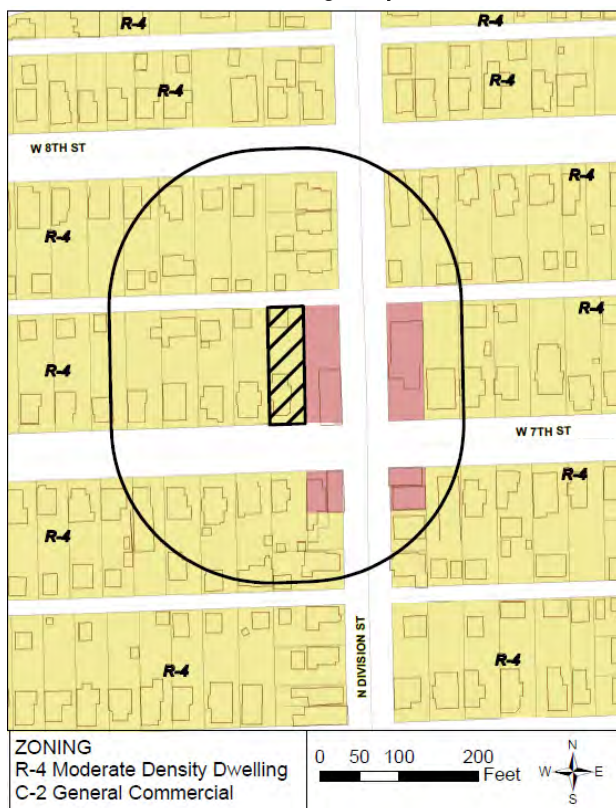
**Staff recommends denial of the request for the reasons noted in the findings, report and analysis exhibit.**

**Introduction:**

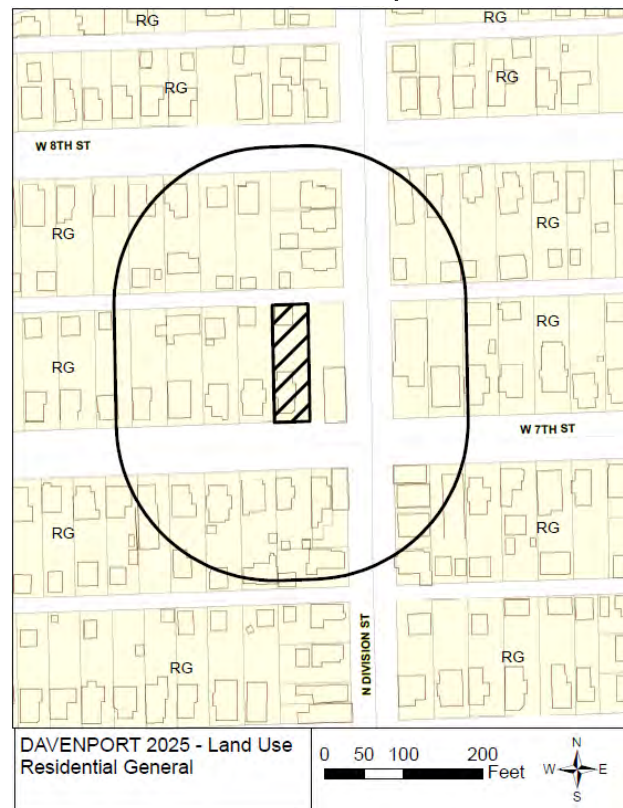
Petition of Jesse Saini on behalf of Saini, LLC to rezone 6, 750 square feet, more or less, of real property located at 1808 West 7<sup>th</sup> Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District. The developer would combine 1808 with 1802 West 7<sup>th</sup> Street which is already zoned C-2 General Commercial District to develop of a convenience store with gas islands.

**AREA CHARACTERISTICS:**

*Zoning Map*



*Land Use Map*





Bing Map – View to north



1808 W 7<sup>th</sup> Street on left & 1802 west 7<sup>th</sup> Street on right

## **Background:**

### **Comprehensive Plan:**

Within Existing Urban Service Area: Yes

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: *Residential General (RG) designates mixed-use neighborhoods that are mostly residential but include, or are within walking distance (one-half mile) of scattered neighborhood commercial services...*

From the Comprehensive Plan:

*Issues Related to Land Use-Compatibility of Adjacent Uses: In some instances, potential conflicts arise not from the expansion of the community, but rather the decline. The street pattern has evolved from two lanes to four lane arterials (such as Locust St.) where there has been an acceptance of commercial development being mixed with residential. This acceptance of must be tempered against the desire of the adjacent residential area to remain viable.*

Relevant Goals to be considered in this Case:

Strengthen the existing built environment – *Reduce the number of underoccupied, abandoned, or vacant buildings/properties through adaptive reuse and infill.*

Create a positive business climate that encourages growth of existing and new businesses – *Retain existing and attract new businesses.*

### **Zoning:**

The property is currently zoned “R-4” Moderate Density Dwelling District (*See zoning map under Area Characteristics*).

### **Technical Review:**

Streets. The property is located along West 7<sup>th</sup> Street with an alley to the rear (north). The alley accesses Division Street just to the east. The subject property is to be combined with that to the east which has an existing drive access to Division Street. The City's Traffic Engineer has indicated that only one driveway will be allowed on 7<sup>th</sup> Street and one driveway on Division Street from the two combined lots. The driveways shall be as far as practical from the intersection of 7<sup>th</sup> and Division. All access points shall be approved by the City Traffic Engineer. (It appears they have followed these conditions on their sketch.)

Storm Water. Storm water collection currently exists for the property in Division Street along the north side of 7<sup>th</sup> Street and the north side of the alley to the rear. The concept plan proposes to eliminate any remaining green space. According to the Natural Resources division the site will have no stormwater requirements as they are under one acre and will not be adding over 10,000 square feet of hard surface (over the existing). They will be required to have a COSESCO permit prior to starting any work.

Sanitary Sewer. Sanitary sewer service is located in West 7<sup>th</sup> Street (12-inch) and Division Street (18-inch).

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

Emergency Services. The property is located just under one (1) mile from Fire Station No. 6 at 1735 West Pleasant Street and 1-1/3 mile from Central Station at 331 Scott Street.

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

### **Public Input:**

The neighborhood meeting was held Thursday January 28<sup>th</sup>, approximately ten people including developer and Ald. Boom were present. The development presented at this meeting has changed from what is shown in the packet. The building has grown from 3,200 square feet (64'x50') to 3,500 square feet (70'x50'). The number of gas pumps has been reduced, from four down to three, and are now aligned east to west toward the 7<sup>th</sup> Street side of the property. The parking has been eliminated along the east side and west side of the lot. Parking is only shown in the front of the building and at the gas pump locations.

Concerns raised by the residents related to traffic movement with 7<sup>th</sup> Street being primarily a residential with parking allowed on two sides, the increase in vehicle traffic (congestion) brought in by the gas sales (an auto oriented business), the location of entrances/exits for the site, the sales of liquor, the creation of an attractive nuisance or hang-out for groups of youth especially with the tunnel by Smart/Monroe schools, the hours of operation, and the proximity to another convenience store/gas station at 4<sup>th</sup> and Division and the concerns with that location.

### **History:**

The intersection has been zoned a C-2 commercial designation since at least 1969. The C-2 zoning appears to have been put in place to accommodate the existing non-conforming uses at this intersection. According to the City Directory there have been commercial uses at the corner since at least 1919.

### **Discussion:**

In this review staff will examine three issues:

- The intent of the zoning designation;
  - Should the commercial zoning be expanded;
  - Does the proposed use fit / is it compatible to the neighborhood.
- 
- First is the intent of the zoning designation: *The zoning is not compatible with the neighborhood.*

As noted above, the C-2 designation appeared to be added in light of the nature of the then existing uses. The two primary existing uses, a wholesale/retail meat locker and garage door company fit the C-2 use list, so C-2 was the accepted designation.

The intent of the C-2 district is *"to provide for commercial activities of a more general retail and wholesale nature, and of service facilities serving a larger community trade, the size and location of such district shall be based upon relationship to the total community need and economy".*

*The Residential General (RG) designates mixed-use neighborhoods that are mostly residential but include, or are within walking distance (one-half mile) of scattered neighborhood*

*commercial services...* (taken from the Comprehensive Plan)

The intent of the C-2 designation and the Comp Plan's RG designation to not compatible, with the RG being neighborhood oriented and with C-2 being community wide in its impacts.

The intent of the "C-1" is more neighborhood oriented, with uses "serving primarily the convenience of the neighborhood, and the character, appearance and operation of which are compatible with the character of the surrounding area".

On its face it appears a C-1 zoning is more appropriate than the existing/proposed C-2 so the applicant could just withdraw the C-2 request and come back with a C-1 zoning. However, both the C-1 and C-2 do list gas stations and retail as allowable uses. We would be at the same conundrum as we are now. Staff must then look at the intent, is an auto oriented business (gas station) neighborhood oriented. Staff must say no. Given the location along an arterial street the proposed use is located to attract a clientele from the wider community.

- Second, is whether an expansion of the commercial zoning at this location makes sense at all: *The existing commercial property is viable standing alone, but a rezoning could be acceptable.*

Redevelopment without expansion: The property as it currently exists can yield nine (9) parking spaces. An additional two spaces could be added along the west side of the building utilizing a one-way drive aisle from the street to the alley.

Rehabilitation of the existing property could be undertaken. Possible rehabs could include a live/work unit where the business owner lives in the apartment above. Live/work examples include the studio of an artist or craft person as well as many professional office uses. These office or service uses, including a single practitioner or possibly a family run medical office, could even meet the parking requirements as the property exists.

The history of the property reveals a list of many former uses indicating that these are viable options. One key is upkeep/maintenance of the building. A properly maintained building is easier to sell or rent and has a positive influence on an area.

A question becomes what type of zoning (uses allowable) is compatible with a neighborhood. One could say a C-O office-shop zoning fits a neighborhood. One would think an office use is compatible with a neighborhood, but may serve a larger area (community?) than just a neighborhood, insurance, accountant (tax), doctor, etc. As noted above it is perhaps a matter of scale, two doctors or dentists do not create as much traffic as a clinic with five or six practitioners or a tax office with four accounts may be less acceptable than one person office across the street.

Redevelopment with rezoning: It is a matter of scale. Development of a new building would likely require additional area. As new development, it will need to meet current setbacks and site plan requirements. The building would need to be setback at least ten (10) feet from the side and alley property lines. Parking and drive lanes would also need to meet this requirement on all sides though the setback for parking it can be reduced down to five (5) feet.

A lot of 13,500 square feet could accommodate and a 2,800 square foot general office building with eleven (11) parking spaces; meeting setback requirements. This would allow a small medical office with two (2) practitioners. Smaller buildings of more intense parking requirements could also fit though parking spaces require a lot of surface area. An example of general retail building size and parking requirements: 2,000 square foot building requires 20 parking spaces which requires 5100 square feet of surface area. A 2,000 square foot building is approximately 35 feet by 57 feet. This would fit on the two properties combined.

- Third, does the current proposal fit the property and neighborhood: *The proposed plan does not fit the property nor the neighborhood.*

The development proposed by the petitioner does not fit the property nor is it compatible with the neighborhood for the following reasons (please see the analysis in Exhibit A for details):

- *The plan does not allow for adequate parking or vehicle movement.*
- *Proposed access points result in congestion on the site and possibly the surrounding streets.*
- *The proposed plan does not meet site plan buffer requirements and cannot be adequately screened given its size.*
- *A rezoning contingent on waivers of several other zoning requirements means the proposal is not compatible to the site.*

Accessible convenience items:

There is considerable overlap of the proposed site's and the one-half mile radius (maximum easy walking distance) service area with other convenience or grocery store service areas. Note that the gas station-convenience store at 4<sup>th</sup> and Division Streets is only 3-blocks away. The auto oriented nature of the proposed business (gasoline sales) removes the request being a neighborhood convenience and becomes a community facility. Pedestrian traffic may find it difficult to walk onto and off the site given the tight maneuvering spaces for vehicles.

**Staff Recommendation:**

Findings:

- The proposed concept does not fit the Comprehensive Plan's RG designation.
- An expansion of the zoning of adjacent property is not necessary for a viable use of the existing commercial property.
- The intent of the rezoning is not compatible with the surrounding neighborhood.
- As proposed the use does not fit on the property requiring other board(s) action for it to function.

Recommendation:

As noted in the above report, findings and exhibits there are too many concerns raised by the rezoning and the proposed concept plan which is driving the rezoning request. Staff recommends denial of the request.

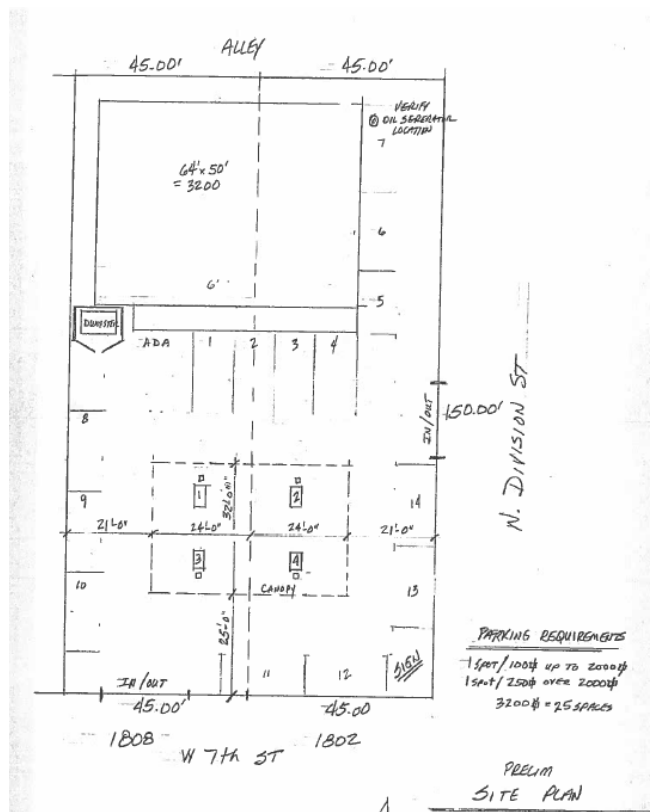
Prepared by:

Wayne Wille, CFM, Planner II  
Community Planning Division

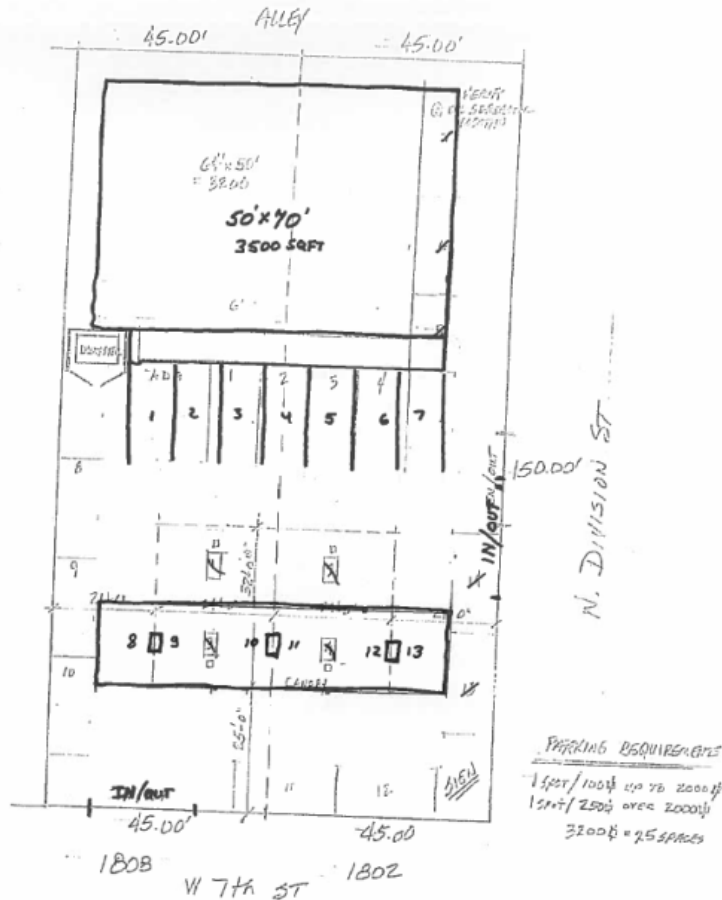
## Analysis of proposed concept plan

Staff has taken the liberty to re-draw the original concept plan to show the revisions. Once the two lots are combined, the first proposal was to construct a 3,200 square foot (64'x50') convenience store along with two gas islands (four pump stations). According to the developers original concept plan the entire 13,500 square foot area would be utilized (see below). The revised plan may leave some green space (likely minimal) to the rear (alley) side and along Division Street.

The revised plan has increased the size of the building from 3,200 to 3,500 square feet. This increase in building size requires two (2) additional parking spaces (from 26 spaces to 28 spaces). The petitioner's revision reduces parking by removing it from the east and west sides of the lot. It would appear that the revised plan only provides 13 parking spaces while the original plan proposed 22 spaces.



Developer's Original Concept Plan



Developer's Revised  
Concept Plan redrawn  
by staff

Parking/maneuvering: The plan does not allow for adequate parking or vehicle movement.

By ordinance a parking space must contain a minimum of 153 square feet excluding durably surface drive aisle (Note this is a 8-1/2 foot x 18 foot space which is not readily usable by a lite truck or van whose length is between 18-19 feet; full sized trucks or dual-wheel trucks are larger in width). For estimating purposes: a) the smallest parking space with its half of a drive aisle comprises approximately 255 square feet which would require 7,140 square feet of area; b) a more accurate figure to use is 300 square feet to estimate the area needed for a parking with drive aisle which then results in an area needed of 8,400 square feet. Also note that a parallel parking space requires more maneuvering room than head-on pull-in spaces (for parallel parking a length of 21-1/2 to 22 feet is required).

Using the required ten foot setback for paving leaves a developable area 9,100 square feet. Remove the proposed building area (3,500 sq.ft.) from this leaves 5,600 square feet for parking, gas islands and vehicle maneuvering. Comparing the two parking area figures (7,140 and 8,400) shows there is not enough remaining space for just the required parking let alone the gas island and maneuvering space.

Reducing to the minimum of a five foot setback (additional plantings and screening is then required) for all parking or pavement area used for vehicular movement results in a

developable area of 11,200 square feet; again remove the building area of 3,500 square feet leaves 7,700 square feet for parking, gas islands and vehicle maneuvering. While this scenario is acceptable in meeting the lower end minimum parking space needs there remains the question of vehicle turning, maneuvering, including delivery vehicles, as well as vehicles entering and providing stacking for vehicles leaving the site.

In either scenario there appears to be little room for traffic maneuvering on the site. In either scenario there is limited ability for a fueling truck to maneuver without causing significant access problems. The proposed access points also limit vehicle movement on the site.

Vehicles maneuvering includes moving around on the site around and within the gas island area as well as entering and leaving the site. While the vehicle servicing area at the gas pump also counts as a parking space additional area must be required to allow maneuvering of vehicles in and out of parking spaces as well as vehicles maneuvering around the gas islands or pumps. Maneuvering of a refueling truck (gas tanker truck) as well as other delivery vehicles on site must also be taken into account since this activity occurs during normal business hours.

*Site access: Proposed access points result in congestion on the main street.*

The petitioner is proposing two access points, one on West 7<sup>th</sup> Street and the other on Division Street. The City's Traffic Engineer has requested the driveways be as far as practical from the intersection of 7<sup>th</sup> and Division. West 7<sup>th</sup> Street has approximately 38 feet of pavement with parking allowed on both sides of the street. This allows for two way traffic even with parking on both sides. Currently the only restrictions on parking are the many resident only signs along the street.

If the 7<sup>th</sup> Street access is pushed to the west property line the center line would be 80 feet from the west curb of Division Street or 75 feet using a minimum setback.

As proposed the centerline of the Division Street access would only be 65 feet from the north line of 7<sup>th</sup> Street. With a northbound left-turn this may allow two cars to stack before the intersection is blocked. There are many examples on Locust Street where turning movement just beyond and intersection cause back-ups through the intersection (Brady and Harrison at Locust). Note: most vehicle stops for gas are combined with other trips such as to and from work which happens at peak traffic times.

*Site plan requirements: The proposed plan does not meet site plan buffer requirements.*

The more intense a use (more pavement) the more buffering is required. Again as in the original concept plan there is no indication that the parking/pavement is meeting the setback required. Once the old buildings are removed it is considered a bare site and must now comply with current site standards. Setbacks will reduce the amount of developable area even though there are adjacent building to the west and north that reduce the amount of required setback that a greenfield site would need as indicated in the "redevelopment with rezoning" discussion. Buffering of adjacent residential property as well as plantings along the street frontages would be required.

Other necessary actions: A rezoning contingent on waivers of several other zoning requirements means the proposal is not compatible to the site.

The scope of the following actions is dependent upon a more detailed site plan submission. In addition to the rezoning, there are other actions required for the proposal directly related to the concept/site plan through the Zoning Board of Adjustment:

- Hardship Variances for
  - o Parking/pavement setback (requires ten feet or down to five feet with a landscape buffer or fence);
  - o Area for general landscaping and buffering standards;
- Special Exception for
  - o Parking reduction.

Also, the combining of the two lots to allow a building to cross the property line will require a subdivision submittal to the Plan and Zoning Commission/City Council.

In addition to the site related action the Zoning Board of Adjustment would in general need to review special use permits for:

- o motor vehicle fuel sales would require a special use permit;
- o beer/wine or liquor sales would require a special use permit;

Comparison of other locations: The proposed building does not fit the lot.

The following is a list of smaller sized convenience stores that also sell gasoline. This list compares the size of the lot and building along with the number of pumps.

|                                           | Lot size      | Building size | No. of pumps |
|-------------------------------------------|---------------|---------------|--------------|
| Original proposed use                     | 13,500 sq.ft. | 3,200 sq.ft.  | 4            |
| Revised proposed use                      | 13,500 sq.ft. | 3,500 sq.ft.  | 3            |
| 303 W Locust St                           | 25,300 sq.ft. | 3,900 sq.ft.  | 6            |
| 412 E Locust St                           | 18,300        | 2,185         | 3            |
| 1139 Brady St (now closed)                | 16,400        | 2,790         | 3            |
| 4607 N Pine St                            | 22,300        | 2,280         | 3            |
| 2747 Rockingham Rd                        | 21, 400       | 2,200         | 4            |
| 1632 Rockingham Rd                        | 15,000        | 1,580         | 2            |
| 901 W 2 <sup>nd</sup> St (gas sales only) | 12,000        | 1,520         | 3            |

Only one lot is smaller than the proposal and this lot contains a building less than one-half the size and is only a service station and does not contain a convenience store.

Only one building is larger in size by 400 sq.ft. and its lot is over 10,000 sq.ft. larger.

The average ration of building size to lot size is 12.3 percent (with a high of 17 percent and low of 10 percent) or roughly one-eighth the lot size. The proposed ratio is 24 percent or roughly a quarter of the lot size or double the existing average.

#### **Conclusion:**

The proposed concept does not meet zoning requirements and does not fit on the site. There are also concerns regaring traffic and pedestrian safety on the site as proposed.



Original Concept Plan



Revised Concept Plan

Exhibit B - Visual comparison of similar convenience stores/gas stations



303 W Locust St - Lot size - 25,300 sq.ft. Building size – 3,900 sq.ft.



412 E Locust St- Lot size – 18,300 sq.ft. Building size – 2,185 sq.ft.



1139 Brady St- Lot size – 16,400 sq.ft. Building size – 2,750 sq.ft.  
(currently closed)



4607 N Pine St - Lot size – 22,300 sq.ft. Building size – 2,280 sq.ft.



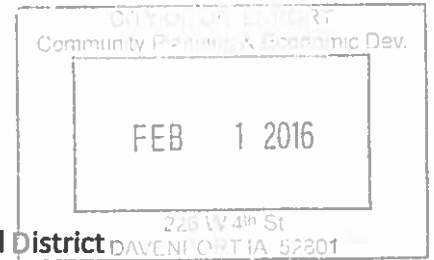
2747 Rockingham Rd - Lot size – 21,400 sq.ft. Building size – 2,200 sq.ft.



1632 Rockingham Rd - Lot size – 15,000 sq.ft. Building size – 1,580 sq.ft.



901 W 2<sup>nd</sup> St - Lot size – 12,000 sq.ft. Building size - 1,520 sq.ft.  
(Service station only, no convenience store)



City Council, Davenport Plan and Zoning Commission

Re: Zoning of Property on 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District

Hello Everyone -

My Wife and Family have resided within two properties of the corner of 7<sup>th</sup> Street and Division on the south side of 7<sup>th</sup> Street for 18 years. We have seen many businesses come and go on this intersection. We are opposed to the rezoning of the property located at 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District. There is already enough traffic accidents, trash and foot traffic coming thru the area to deal with on a daily basis. Building a new Gas Station with possible liquor license will only add to problems. There is a responsible Gas Station three blocks down and it impacts a lot less personal home properties located on a larger corner and has established businesses. The only way our side of 7<sup>th</sup> Street stays safe and clean are the caring people that own homes. We have fought to keep rentals and businesses maintain and care about the area. Promises are no good if you are not actually living 24/7 in the area and many seem to pass with time - forgotten.

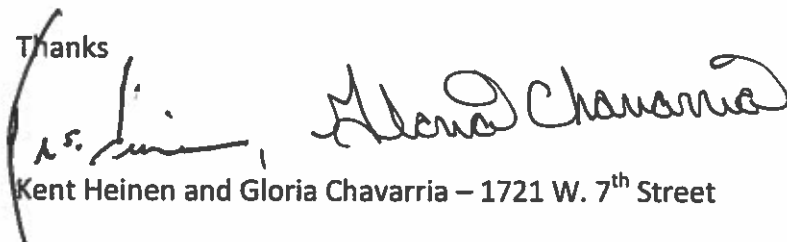
Here are the reasons –

Marquette and W. 7<sup>th</sup> Street problems – if there is an all night place that does not keep normal small business hours we will have a prime loitering, place to meet for drug deals, drunken patrons driving and leaving an already high accident corner for traffic and throwing trash on property and surrounding personal properties.

The Police Department and Neighborhood Watch have done a great job keeping the area safe, why do we want to add to the Police Departments time and force increased presence for them on patrol and answering disturbance calls.

Our property values are already lower than other areas and this will jeopardize values even more. The presence of owners that care about living with some privacy are key to this area staying stable. I would love to see a business be successful on these corners, but they need to have respectful hours and services that will not disrupt and pressure the neighborhood. How about some Habitat Homes or other 8 – 12hour operating hours for consideration and privacy of families? Please do not re-zone this area – we have caring residents on this street.

Thanks

  
Kent Heinen and Gloria Chavarria – 1721 W. 7<sup>th</sup> Street

## City Council, Davenport Plan &amp; Zoning Commission,

As a resident of 1723 W. 7<sup>th</sup> Street for 40 plus years I am extremely opposed to the rezoning of the property located at 1808 W. 7<sup>th</sup> Street to C-2 General Commercial District. This area is already serviced by a convenience store with gas pumps located three blocks south of the proposed commercial property of 1802 W. 7<sup>th</sup> Street. In addition, there is an additional convenience store and laundromat located six blocks to the east of 1802 W. 7<sup>th</sup> Street.

I have seen numerous businesses come and go on all four corners of this intersection. All have affected the neighborhood with additional traffic, large increase of litter in yards and streets, lack of maintenance and upkeep of buildings and grounds, parking; in addition to increased noise from patrons, waste disposal pick-up and deliveries. Factor in the hours of operations that are not conducive to a large residential property area when compared to the number of commercial properties in the neighborhood. Home property values have suffered over the years because of these issues. Though I commend the developers for their initiative to regenerate this property I do not believe it will have a positive effect on neighborhood overall as a convenience store & gas station. I have always hoped that a responsible business would be able to turn around the properties on all 4 corners of this intersection. I am not sure the proposed current development is the right business.

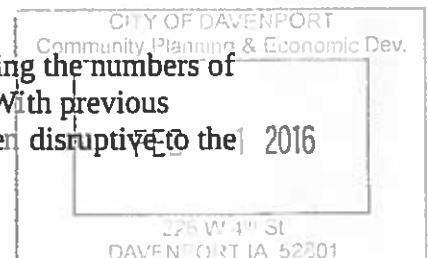
Some of my concerns included the following:

**Litter** – Businesses in the past have promised to patrol the area daily for trash. This rarely happened when the business opened and definitely not after the business had been established. Even when personal contact was made with the owners, there was no follow through. It is an ongoing issue that will require time consuming attention on a daily basis. What assurance do we have that developers will not fall into the category of broken promises?

**Lighting** – Developers say they will be installing LED lighting directed towards the ground. Though LED is directional and designed to be a softer yet brighter light and it is still meant to illuminate the area. How do they propose to address signage that will be illuminated facing out to draw customers to their business? Is not the logic behind illuminating an area to provide a safe environment and prevent loitering and crime? How will this be accomplished without being intrusive to surrounding homes? I find it highly unlikely that outside lighting will be turned off during closed hours. Currently the area is lite by one single light on the front and one on the back upstairs porch of the building with additional lighting provide from street lights, one at the intersection and one in the alley behind 1808 W. 7<sup>th</sup> Street. The current lighting does not enter my bedroom windows. The new lighting, based on increased lighting needed to illuminate the area, will most likely enter my home through at least the 3 north facing windows, of which two are in my bedroom.

**Building and property** – What assurance do we have that should the business not be successful they building and property will be maintained? Currently three of the four properties at this intersection are unoccupied, in disrepair and/or over run with unmaintained grass, weeds or sidewalks not shoveled in the winter. Two have been vacant for years or occupied when occupancy was not supposed to be allowed because of building code hazards or violations. It is unfortunate that these properties have not been successful and as a result led to their current state of disrepair. Call to City departments are not always productive in a timely fashion.

**Traffic/Noise** – This intersection sees its fair share of accidents. By increasing the numbers of cars turning in off Division into the property could increase the accidents. With previous businesses that closed after 10 p.m. noise and increased foot traffic have been disruptive to the neighborhood.



**Property value** – While property in disrepair has had an effect on home value so does the placement of commercial property. Houses in this area already suffer from lower values compared to most areas of the city I am not looking forward to see property owners take another hit based on a high traffic business being developed on this property.

Developers are assuring us that these issues will be addressed and agreements will be made with the city should approval be granted. What assurance are the neighbors given by the city that the future owners or city council members will be required to continue with the agreements once the rezoning is granted? What assurance are neighbors given that the council will be able to enforce and make owners abide by the agreement? I am one of the few residents still residing in this neighborhood that were assured in the past that agreements and ordinances that applied to commercial businesses at this intersection would be abided by and enforced as required. Those owners also assured me that they would abide by city ordinances and took pride in the ownership of the property I am one of the residents, along with the City of Davenport, that was sued by trying to make a business follow city ordinances. I would prefer not to have this repeated.

Thanks,

*Diane Soppe*

Diane Soppe

(detach here)

The undersigned opposes / does not oppose (circle one) Petition of the SAINI, LLC (REZ16-01)

Comments: *This is a family neighbor with kids that go back & forth to school. It would be dangerous to put this in Division is very busy. Would make bad for kids with traffic. We have gas station 4 blocks away & liquor 6 blocks away.*

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

NAME *Deanne Schadt already*  
ADDRESS *1827 W 7th St.*  
DATE *1/31/16*

(please print legibly)

|                                                                  |
|------------------------------------------------------------------|
| CITY OF DAVENPORT<br>Community Planning & Economic Dev.          |
| ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS |
| <b>FEB 2 2016</b>                                                |
| 226 W 4th St<br>DAVENPORT IA 52801                               |

**PETITION IN OPPOSITION**  
**TO GAS STATION/LIQUOR STORE**  
**AT 7<sup>TH</sup> & DIVISION**

BY SIGNING THIS PETITION WE ARE SUPPORTING A PROTEST TO THE CORNER OF 7<sup>TH</sup> & DIVISION BECOMING HOME TO A GAS STATION/LIQUOR STORE. THIS IS A RESIDENTIAL NEIGHBORHOOD AND WE FEEL THIS WILL INCREASE TRAFFIC, TRASH, NOISE, AND BRING AN ELEMENT THAT WE DO NOT DESIRE IN OUR NEIGHBORHOOD. IF THIS FACILITY IS PLACED THERE THE TRAFFIC LEAVING THE FACILITY WILL BE FORCED TO DRIVE WEST ON 7<sup>TH</sup> STREET INTO THE SURROUNDING RESIDENTIAL NEIGHBORHOOD, AS WELL AS FOOT TRAFFIC HEADING BACK TOWARDS THE HOWELL ST TUNNEL WHICH HAS TRADITIONALLY BEEN A PROBLEM FOR THIS NEIGHBORHOOD. WHILE WE ARE NOT OPPOSED TO A BUSINESS BEING ON THAT PLOT OF LAND WE DO NOT WANT THIS TYPE OF BUSINESS IN OUR NEIGHBORHOOD. NOTE THE NEIGHBORS WHO HAVE SIGNED AND ARE IN PROTEST THAT LIVE WITHIN THE 200 FT RADIUS ARE HIGHLIGHTED IN YELLOW.

1

| PRINTED NAME       | ADDRESS           | SIGNATURE        | PHONE NO       | EMAIL                    |
|--------------------|-------------------|------------------|----------------|--------------------------|
| MOIRA BRADFORD     | 1844 W. 6TH ST    | Mira S. Bradford | 563-340-6345   | mbradford@jwkoehler.com  |
| MERLE MENDEZ       | 1844 W. 6TH ST    | Merle Mendez     | 563-340-6345   |                          |
| Catherine Shores   | 184 W 6th St      | Catherine Shores | 563-39-4390    | shores2001@gmail.com     |
| Cheryl Gillespie   | 1835 W. 6th       | Cheryl Gillespie | 563-676-7488   | cheryl@sigmail.com       |
| Ronda Anderson     | 1819 W 6th St     | Ronda Anderson   | 563-570-1496   |                          |
| Jeff Randall       |                   | Jeff Randall     |                |                          |
| Miranda Reed       | 1817 W 6th        | Miranda Reed     | 563-381-7242   | 563-499-2871 (Jeff Reed) |
| Merle Loving       | 604 N. Division   | Merle Loving     | 563-323-4655   | 563-570-1317 cell        |
| Lachara Brown      | 1548 W 10th St    | Lachara Brown    | 563-650-8313   |                          |
| Dorothy Brown      | 1820 W 6th        | Dorothy Brown    | 563-324-9302   |                          |
| Marsha Kross       | 1828 W 6th St     | Marsha Kross     | 563-505-2205   | meekhy812@yahoo.com      |
| Buck Davidson      | 1828 W 6th        | Buck Davidson    | 563-322-2130   |                          |
| Barry DeSoto       | 604 Wilkes Ave    | Barry DeSoto     | 563-209-2310   | NONE                     |
| Anthony Vasquez    | 612 W-18th St     | Anthony Vasquez  | 563-676-7151   |                          |
| Carl Johnson       | 1835 W 7th        | Carl Johnson     | 563-324-9509   |                          |
| Austin W. Bottom   | 1831 W 7th        | Austin W. Bottom | 1287 563-0307  |                          |
| Lara S. Bottom     | 1831 W 7th St     | Lara S. Bottom   | (228) 282-0887 |                          |
| Earth S. Bottom    | 1821 W 7th St     | Earth S. Bottom  | 563-323-4934   |                          |
| Rhonda Sanders     | 710 Wilkes Ave    | Rhonda Sanders   | 563-340-2028   |                          |
| Alfred Kirk        | 1837 W. 8th       | Alfred Kirk      | 563-210-9159   |                          |
| William Smith      | 1831 West 8th     | William Smith    | 563-210-9159   |                          |
| Nancy Currell      | 728 N Division St | Nancy Currell    | 563-676-9237   |                          |
| Laura Currell      | 1129 W 8th St     | Laura Currell    | 563-458-8801   |                          |
| Nancy Figueroa     | 1857 W. 6th       | Nancy Figueroa   | 563-323-3823   |                          |
| Javier Figueroa SR | 1852 W. 6th       | Javier Figueroa  | 563-323-2823   |                          |
| Javier Figueroa JR | 1852 W. 6th       | Javier Figueroa  | 563-209-4070   |                          |

| PRINTED NAME     | ADDRESS        | SIGNATURE      | PHONE NO     | EMAIL                  |
|------------------|----------------|----------------|--------------|------------------------|
| Steven D. Hipper | 609 Wilkes St. | Steven Hipper  |              |                        |
| Raul Vasquez     | 621 Wilkes     | Raul Vasquez   |              | PTV 2196 @ gmail       |
| Martha Gomez     | 1831 W 8th St  | Martha Gomez   |              | marabonson@naford.com  |
| Donny Stanger    | 1835 W 7th     | Donny Stanger  |              | Twinsbrook@outlook.com |
| Alex G. G. G.    | 1835 W 7th St  | Alex G. G. G.  |              |                        |
| Martha Gomez     | 1831 W 8th St  | Martha Gomez   |              | joanne373@yaho.com     |
| Hector Gomez     | 704 Wilkes St  | Hector Gomez   |              |                        |
| Grace Boutwell   | 1847 W 8th St  | Grace Boutwell |              |                        |
| Carol Boutwell   | 1847 W 8th St  | Carol Boutwell |              |                        |
| Donna Smith      | 1831 W 8th St  | Donna Smith    | 513-210-8056 |                        |
| Emilia Castro    | 1479 W 8th St  | Emilia Castro  | 563-265-4415 |                        |
| Sony Eagle       | 623 N Division | Sony Eagle     | 503-508-7149 |                        |
| James C.         | 623 N Division | James C.       |              |                        |

WITHDRAWN

**EMAIL**

700 pgv

entando 6

77 11

City of Davenport

Agenda Group: Public Safety  
Department: Public Works  
Contact Info: Gary Statz; (563) 326-7754  
Wards: 1

**Action / Date**  
**PS2/3/2016**

**Subject:**

Third Consideration: Ordinance amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding Zenith Avenue along the west side from Central Park Avenue south 850 feet. [Ward 1]

**Recommendation:**

Adopt the ordinance.

**Relationship to Goals:**

Revitalized Neighborhoods & Corridors.

**Background:**

Traffic Engineering recommends extending the current "No Parking Zone" on the west side of Zenith. This extension will add Zenith Avenue, along the west side, from Central Park Avenue south 850'.

This section of Zenith is 20' wide making it difficult for a vehicle to travel this portion when vehicles are parked on both sides of the street.

**ATTACHMENTS:**

| Type        | Description          |
|-------------|----------------------|
| ▣ Ordinance | PS_ORD_NO PKG Zenith |

**REVIEWERS:**

| Department | Reviewer        | Action   | Date                |
|------------|-----------------|----------|---------------------|
| City Clerk | Holecek, Jackie | Approved | 2/23/2016 - 4:31 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VII NO PARKING THERETO BY ADDING ZENITH AVENUE ALONG THE WEST SIDE FROM CENTRAL PARK AVENUE SOUTH 850 FEET.

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

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

Zenith Avenue along the west side from Central Park Avenue south 850 feet.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group: Public Safety  
Department: Public Works  
Contact Info: Gary Statz; (563) 326-7754  
Wards: 4 & 5

**Action / Date**  
**PS2/17/2016**

**Subject:**

Second Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by deleting various resident parking only zones. [Wards 4 & 5]

**Recommendation:**

Adopt the ordinance.

**Relationship to Goals:**

Revitalized Neighborhoods & Corridors.

**Background:**

There is no longer a need for residential parking, on the streets listed below, due to recent construction in the areas of St. Ambrose University and Genesis East Hospital.

Ripley Street along the east side from Locust Street to 160 feet north of Locust Street.

Ripley Street along the west side from Locust Street to 50 feet north of Locust Street.

High Street along the south side from Brown Street east to the alley.

High Street (aka Rogalski Drive) along the south side from Harrison Street west to the alley.

College Avenue along the east side from Elm Street to Rusholme Street.

**ATTACHMENTS:**

| Type        | Description                                      |
|-------------|--------------------------------------------------|
| ▣ Ordinance | PS_ORD_SAU Genesis resident parking removal_pg 2 |

**REVIEWERS:**

| Department | Reviewer        | Action   | Date                |
|------------|-----------------|----------|---------------------|
| City Clerk | Holecek, Jackie | Approved | 2/23/2016 - 4:31 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY DELETING VARIOUS RESIDENT PARKING ONLY ZONES.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by deleting the following:

Ripley Street along the east side from Locust Street to 160 feet north of Locust Street.

Ripley Street along the west side from Locust Street to 50 feet north of Locust Street.

High Street along the south side from Brown Street east to the alley.

High Street (aka Rogalski Drive) along the south side from Harrison Street west to the alley.

College Avenue along the east side from Elm Street to Rusholme Street.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

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

**Action / Date**  
**PS2/17/2016**

Subject:

Second Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street. [Ward 5]

Recommendation:  
Adopt the ordinance.

Relationship to Goals:  
Revitalized Neighborhoods & Corridors

Background:

Officials from Genesis Medical Center - East Campus have requested that the portion of E. Rusholme Street by their campus be reduced to 15 mph.

ATTACHMENTS:

| Type        | Description                           |
|-------------|---------------------------------------|
| ▣ Ordinance | PS_ORD_E Rusholme St speed limit_pg 2 |

REVIEWERS:

| Department | Reviewer        | Action   | Date                |
|------------|-----------------|----------|---------------------|
| City Clerk | Holecek, Jackie | Approved | 2/23/2016 - 4:31 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VI SPEED LIMITS THERETO BY ADDING RUSHOLME STREET FROM BRIDGE AVENUE EAST 850 FEET AS A 15 MPH STREET.

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

Section 1. That Schedule VI Speed Limits of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, MMC  
Deputy City Clerk

City of Davenport

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

**Action / Date**  
**PS3/2/2016**

**Subject:**

First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Dubuque Street along the west side from 29<sup>th</sup> Street to Garfield Street. [Ward 5]

**Recommendation:**

Adopt the ordinance.

**Relationship to Goals:**

Revitalized Neighborhoods & Corridors

**Background:**

The residents on Dubuque Street between 29th and Garfield have limited parking and are requesting "Residential Parking Only" along the west side of the road.

Customers to nearby businesses do not utilize the parking lots and park their vehicles on the street. Adding this street to the ordinance will allow residents to park by their homes.

**ATTACHMENTS:**

| Type        | Description                             |
|-------------|-----------------------------------------|
| ▣ Ordinance | PS_ORD_Dubuque St resident parking_pg 2 |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                |
|----------------------------|----------------|----------|---------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 4:45 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 4:45 PM |
| City Clerk                 | Admin, Default | Approved | 2/24/2016 - 5:38 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY ADDING DUBUQUE STREET ALONG THE WEST SIDE FROM 29<sup>TH</sup> STREET TO GARFIELD STREET.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by adding the following:

Dubuque Street along the west side from 29<sup>th</sup> Street to Garfield Street.

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 \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group: Public Safety  
Department: City Clerk  
Contact Info: Jackie Holecek  
Wards: 3

**Action / Date**  
**2/17/2016**

**Subject:**

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

Davenport Schools, Brady St. Stadium, Track Meets April 5, 7, 14, 18 and May 5, closure of 36th Street between Brady Streets and Davenport Avenue, Ward 5

**Recommendation:**

**Relationship to Goals:**

**Background:**

**ATTACHMENTS:**

| Type         | Description |
|--------------|-------------|
| ▢ Cover Memo | Resolution  |

**REVIEWERS:**

| Department | Reviewer       | Action   | Date                 |
|------------|----------------|----------|----------------------|
| City Clerk | Admin, Default | Approved | 2/17/2016 - 10:30 AM |

RESOLUTION NO. 2016-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

Whereas, the City through its Special Events Policy has accepted the following application(s) to hold an outdoor event(s) on the following date(s), and

Whereas, upon review of the application(s) it has been determined that the street(s), lane(s) or public grounds listed below will need to be closed, and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s) or public grounds on the following date(s) and time(s):

*Entity: Davenport Schools*

*Event: Track Meets*

*Date: April 5, 7, 14, 18 and May 5*

*Time: 3:45 p.m. to 7:00 p.m.*

*Closure Location: 36<sup>th</sup> Street between Brady St and Davenport Ave*

*Ward: 5*

Approved this 9<sup>th</sup> day of March, 2016.

Approved:

Attest:



\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

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

**Action / Date**  
**PW3/2/2016**

**Subject:**

Resolution accepting the 2015 Sidewalk Repair Contract, awarded to Kelly Construction. Final cost of the project was \$161,813 budgeted in CIP #28010. [All Wards]

**Recommendation:**

Pass the resolution.

**Relationship to Goals:**

Upgraded City Infrastructure & Public Facilities

**Background:**

This is an annual program for the repair of existing sidewalks. Repair costs are split 50/50 with the property owners for residential properties.

Kelly Construction of Davenport Inc. performed the sidewalk repairs for the City.

The final cost of construction is \$161,813.

**ATTACHMENTS:**

| Type                | Description |
|---------------------|-------------|
| ▣ Resolution Letter | PW_RES pg2  |

**REVIEWERS:**

| Department                 | Reviewer        | Action   | Date                |
|----------------------------|-----------------|----------|---------------------|
| Public Works - Engineering | Lechvar, Gina   | Approved | 2/23/2016 - 4:15 PM |
| Public Works Committee     | Lechvar, Gina   | Approved | 2/23/2016 - 4:16 PM |
| City Clerk                 | Holecek, Jackie | Approved | 2/23/2016 - 4:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose

Resolution accepting the 2015 Sidewalk Repair Contract, awarded to Kelly Construction. Final cost of the project was \$161,813 budgeted in CIP #28010.

Resolved by the City Council of the City of Davenport.

Now, therefore, be it resolved, by the City Council of the City of Davenport that

Section 1. That it is hereby found and determined that the work of constructing the above-named project has been duly and fully completed by the contractor in accordance with the terms of the contract, and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total construction cost of said project is in the total amount of \$161,813.

Section 3. That except for the retainage held by the City pursuant to Chapter 563 of the Code of Iowa, which shall be paid to the contractor not less than thirty (30) days after the acceptance of the work, the amount due the contractor is hereby ordered paid by the issuance to the contractor of anticipatory warrant or warrants, in accordance with Section 384.57 of the Code of Iowa, 2013, as amended, or from such other fund or funds as may be available for that purpose, such warrant or warrants and amounts paid from any such fund or funds to be paid and replaced to the extent possible from the proceeds of special assessments and the sale of special assessment bonds.

Section 4. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed and approved this 9<sup>th</sup> day of March, 2016.

---

Frank Klipsch, Mayor

---

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Mike Atchley; 563-327-5149  
Wards: 8

**Action / Date**  
**PW3/2/2016**

**Subject:**

Resolution setting a public hearing on execution of a Quitclaim Deed to convey co-owned City/State of Iowa, right-of-way, located along the south side of the 3800 block of East 53rd Street just east of the I-74 and East 53rd Interchange. (State of Iowa, Petitioner) [Ward 8]

**Recommendation:**

Approve the resolution

**Relationship to Goals:**

A Growing Local Economy

**Background:**

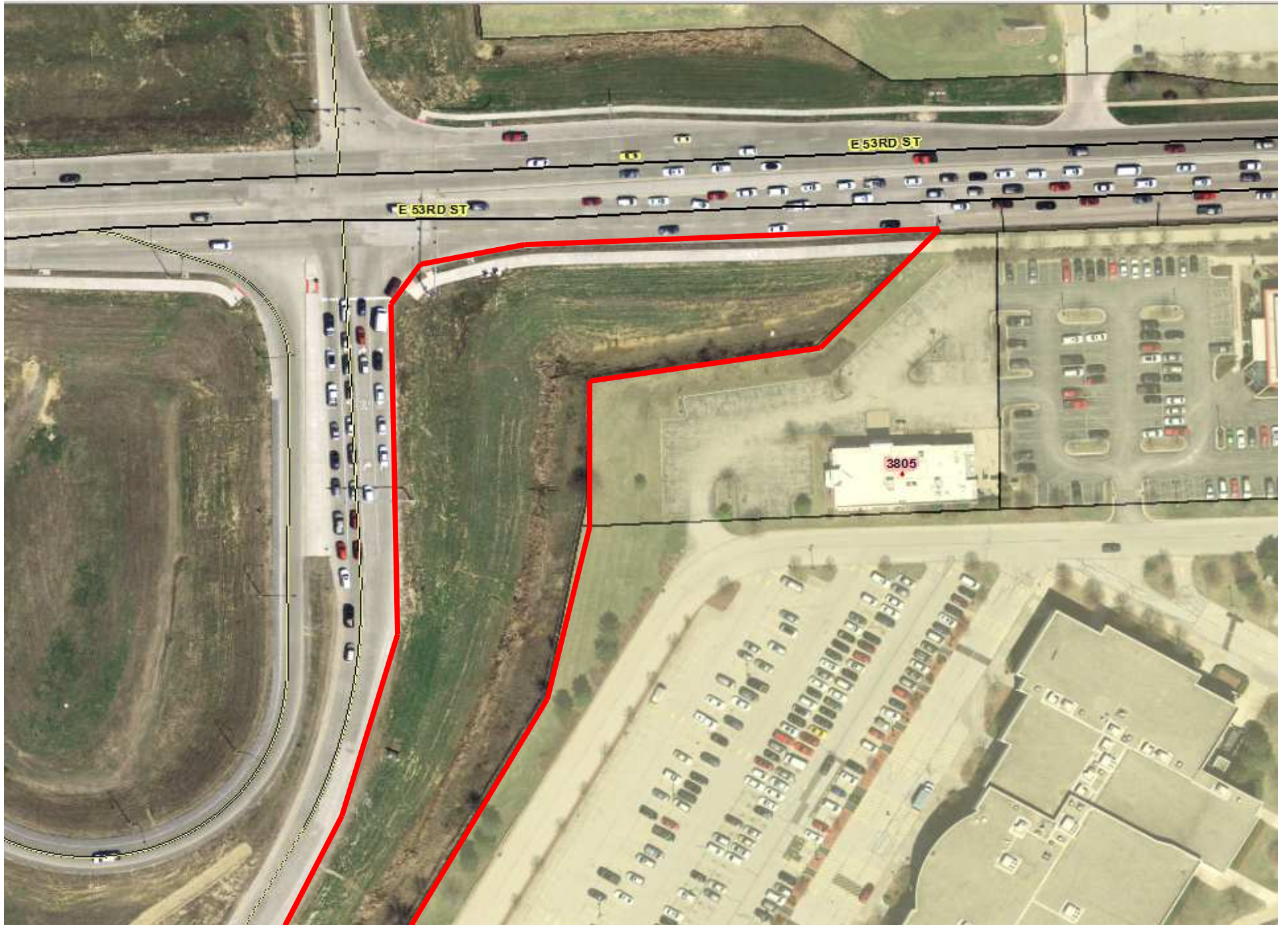
In 1989 the City acquired the Right-of-Way needed for the I-74 and East 53<sup>rd</sup> Street interchange. The intent was for the of the Iowa Department of Transportation (DOT) to own the land on which the interchange was constructed plus an additional 600 feet beyond the ramp intersections with East 53<sup>rd</sup> Street. A developer has come forward that is interested in the now closed Ruby Tuesday restaurant at 3805 East 53<sup>rd</sup> Street. For the new use to be viable additional parking is needed. In order to expand parking the developer would need to acquire a portion of property intended as DOT Right-of-Way as noted above. While processing the developer's request the DOT reviewed the acquisition documents and feels that the State of Iowa and City are named as co-owners. By Quit Claiming all City interests to the State of Iowa the issue of co-ownership will be alleviated. The DOT can then work with the developer in returning any portion they consider to be excess Right-of-Way.

**ATTACHMENTS:**

| Type         | Description                 |
|--------------|-----------------------------|
| ▣ Cover Memo | Aerial of Quit claim parcel |
| ▣ Cover Memo | Quitclaim Deed              |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 11:09 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/25/2016 - 10:37 AM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 11:10 AM |





Prepared by: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
Return to: Katie A. Johnson, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1633  
Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 (Prop Mgmt-ROW Office, IDOT, 800 Lincoln Way, Ames, IA 50010)

### **QUITCLAIM DEED (CORPORATE GRANTOR)**

For the consideration of ZERO AND NO/100-----(\$0.00)---DOLLARS and other valuable consideration in hand paid by Iowa Department of Transportation, the **CITY OF DAVENPORT, IOWA**, a municipal corporation organized and existing under the laws of the State of Iowa, does hereby convey to the **STATE OF IOWA**, all its right, title, estate, claim and demand in the following described real estate in Scott County, Iowa:

#### **THE RIGHTS, TITLE, CLAIM, INTEREST, IF ANY, GRANTED IS TO LAND DESCRIBED AS FOLLOWS:**

A parcel of land located in the NW¼ of the SE¼ of Section 8, Township 78 North, Range 4 East of the 5<sup>th</sup> P.M., City of Davenport, Scott County, Iowa, as shown and described on Plat of Survey recorded in Scott County, Iowa, on February 19, 2016, as Document No. 2016-00004051, containing 0.40 acre, more or less.

This deed and transfer is exempt from transfer tax as the grantor is a political subdivision of the State of Iowa. Iowa Code Sec. 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated \_\_\_\_\_, 20\_\_

CITY OF DAVENPORT, IOWA

By: \_\_\_\_\_ (Sign in Ink)  
Frank Klipsch, Mayor

(AFFIX CORPORATE SEAL ABOVE)

By: \_\_\_\_\_ (Sign in Ink)  
Jackie Holecek, Deputy City Clerk

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Frank Klipsch and Jackie Holecek, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and Deputy City Clerk, respectively, of the City of Davenport, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. \_\_\_\_\_ of the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that Frank Klipsch and Jackie Holecek acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public. (Sign In Ink)

(AFFIX NOTARIAL SEAL ABOVE ▲)

City of Davenport

Agenda Group: Public Works  
Department: Engineering  
Contact Info: Lesley Eastlick; 563-326-7729  
Wards: All

**Action / Date**  
**PW3/2/2016**

**Subject:**

Resolution Approving the Plans, Specifications, Form of Contract and Estimate of Cost covering the FY2016 ADA Ramp Compliance Program, CIP #28004 and #28006. [All Wards]

**Recommendation:**

Pass the resolution.

**Relationship to Goals:**

Upgraded City Infrastructure and Public Facilities

**Background:**

This is an annual program that aims to upgrade sidewalk ramps throughout the city to become ADA compliant. The ramps that border the streets that were repaired through the micro-surfacing program will be upgraded using these two CIP's.

Microsurfacing and ADA ramps are specialized construction projects and were bid separately for cost savings.

The budget for this project is \$250,000.

**ATTACHMENTS:**

| Type                | Description |
|---------------------|-------------|
| ▣ Resolution Letter | PW_RES pg2  |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 9:55 PM  |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/25/2016 - 10:49 AM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 11:11 AM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

Resolution approving the plans and specifications for the ADA Ramp Compliance – Micro-surfacing Project, CIP 28004 and CIP 28006

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the ADA Ramp Compliance – Micro-surfacing Project.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that, said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the ADA Ramp Compliance – Micro-surfacing Project.

Passed and approved this 9<sup>th</sup> day of March, 2016.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works  
Department: Engineering  
Contact Info: Lesley Eastlick; (563)327-7729  
Wards: 6

**Action / Date**  
**PW3/2/2016**

Subject:  
Resolution approving the Plans and Specifications for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project, CIP #10131. [Ward 6]

Recommendation:  
Pass the resolution.

Relationship to Goals:  
Enhance Quality of Life

Background:  
This project aims to reduce flooding by increasing the hydraulic capacity of the existing storm system in the area near East 29th Court and Fairhaven Road near the Forest Road intersection. Design of this project was done by Strand Associates, Inc. Construction management will be done by City Engineering Staff. The project letting is proposed for Spring/Summer 2015 with construction in Summer/Fall 2016.  
To maximize the amount of work that will be done, the project will be let with a base bid and one alternate. Inclusion of the alternate bid will be dependent upon the budget.  
Funds for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement Project are budgeted through CIP #10131, and include design, property acquisition and construction for a total of \$1,399,000.

ATTACHMENTS:

| Type                | Description |
|---------------------|-------------|
| ▣ Resolution Letter | PW_RES pg2  |

REVIEWERS:

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Merritt, Clay  | Approved | 2/25/2016 - 11:08 AM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/25/2016 - 11:20 AM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 11:51 AM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans and specifications for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement, CIP 10131.

WHEREAS, plans, specifications and form of contract were filed with the City Clerk of Davenport, Iowa, for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project.

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport that, said plans, specifications and form of contract are hereby approved for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project.

Passed and approved this 9<sup>th</sup> day of March, 2016.

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

Approved:

Attest:

\_\_\_\_\_  
Frank L. Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

## ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-\_\_\_\_\_

The undersigned hereby accepts all the terms and conditions of Resolution No. 2016-\_\_\_\_, Reference No. 2016-F1 and agrees that the same shall be binding upon undersigned and its successors and assigns.

## Windstream

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Windstream and the person whose name is subscribed to the fore-going instrument and acknowledged that he/she is duly authorized to execute such agreements on behalf of Windstream to the obligations and duties contained therein and executed the fore-going instrument as his/her voluntary act and deed and as the voluntary act and deed of Windstream.

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

Notary Public

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Mike Atchley; 563-327-5149  
Wards: 7

**Action / Date**  
**PW3/2/2016**

**Subject:**

Motion to approve the purchase agreement for the acquisition of right of way and temporary construction easement from SCP 2006-C23-059 LLC (CVS is the tenant for the Kimberly and Division Intersection Improvement Project). The purchase price is \$51,968 and budgeted in CIP Project #01793. [Ward 7]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Upgraded City Infrastructure and Public Facilities.

**Background:**

This acquisition of this right of way and temporary construction easement will allow for proper grading for the Iowa Department of Transportation Kimberly Road Widening Project.

**ATTACHMENTS:**

| Type              | Description        |
|-------------------|--------------------|
| ▣ Backup Material | Purchase Agreement |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 10:58 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 10:59 PM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 11:11 AM |

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

PARCEL NO. 21 – ACQ & 21 - TCE

COUNTY: Scott

PROJECT NAME or NO. Kimberly Road & Division Street Intersection

Improvement Project

CITY: Davenport

SELLER: PCG Exchange dba SCP 2006-C23-059 LLC

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Seller and the City of Davenport, Iowa, a Municipal Corporation, hereinafter, Buyer.

- 1a. SELLER AGREES to sell the below described property for right-of-way Tract 21 - ACQ and furnish to Buyer conveyance documents, on form(s) furnished by Buyer described as:

**TRACT NO. 21-ACQ**

A PART OF LOT 1, DANIEL'S PLACE RECORDED IN DOCUMENT NUMBER 32481-97 IN THE SCOTT COUNTY LAND RECORDS OFFICE, CITY OF DAVENPORT, SCOTT COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 1°12'45" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 249.56 FEET TO THE SOUTH LINE OF HIGHWAY EASEMENT RECORDED IN BOOK 81, PAGE 359 IN THE SCOTT COUNTY LAND RECORDS OFFICE; THENCE NORTH 43°07'35" EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 9.87 FEET; THENCE SOUTH 1°12'45" EAST, 256.48 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 87°35'04" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 6.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.04 ACRES (1,746 SQUARE FEET) AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

TRACT 21 – TCE Temporary Construction Easement

6,260 sq. ft.

As Shown on Attached Plat (page 7)

- 1c. The temporary construction easement (TCE) is for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the "Kimberly Road & Division Street Intersection Improvement Project" over, across, through and under Parcels M1511-03A in Scott County, Iowa. Said temporary construction easement shall terminate when the City approves and accepts said project or 1 year from the date clearing and grubbing encroaches on the SELLER'S property, whichever comes first.
- 1d. The grant of easement described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress and the right to trim, cut down and remove such trees, brush, saplings, and bushes as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.
2. The Right-of-Way and Temporary Construction Easement (TCE) are conveyed upon the following express understanding and condition that the temporary construction easement area is used for the grading necessary for the widening of N. Division Street and the construction of a median terminating approximately 25 ft. north of Seller's west entrance; that this TCE is not for the parking of construction equipment; that the west and north entrances will not be closed at the same time; that on the completion of any and all construction work by the City of Davenport, the affected real estate shall be restored to substantially the same condition it was prior to such work. All denuded areas will be sodded by the City's contractor.
3. SELLER shall have five years from the date the council approves and accepts the "Kimberly Road & Division Street Intersection Improvement Project," to renegotiate construction or maintenance damages not apparent at the time this document is signed.
4. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
5. Buyer agrees to pay and SELLER AGREES to grant the right of possession to the area as dictated by the easements, as shown on Pages 6 and 7, on or before the **Date Of Performance** listed below in the Itemization of Acquisition.

#### ITEMIZATION OF ACQISITION

| <u>PAYMENT AMOUNT</u>   | <u>AGREED PERFORMANCE</u>                   | <u>DATE OF PERFORMANCE</u>                                       |
|-------------------------|---------------------------------------------|------------------------------------------------------------------|
| \$ <u>27,936.00</u>     | on conveyance of ROW<br><u>Right-of-Way</u> | <u>Within 60-days from when<br/>buyer receives this document</u> |
| \$ <u>20,032.00</u>     | on conveyance of TCE                        | <u>Within 60-days from when<br/>buyer receives document</u>      |
| \$ <u>4,000.00</u>      | payment for additional damages              | <u>Same as above</u>                                             |
| \$ <u>0.00</u>          | on surrender of possession                  | <u>NA</u>                                                        |
| \$ <u>0.00</u>          | on possession and conveyance                | <u>NA</u>                                                        |
| <br>\$ <u>51,968.00</u> | <br><b>TOTAL LUMP SUM</b>                   |                                                                  |

| <u>Breakdown</u>                      |              | <u>Ac./Sq. Ft.</u> |
|---------------------------------------|--------------|--------------------|
| Land by Fee Title                     | <u>1,746</u> | Sq. Ft.            |
| Underlying Fee Title                  | <u>NA</u>    | Sq. Ft.            |
| Permanent Recreational Trail Easement | <u>NA</u>    | Sq. Ft.            |
| Temporary Construction Easement       | <u>6,260</u> | Sq. Ft.            |

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

**City of Davenport, Buyer**

Frank Klipsch, Mayor  
City of Davenport

Date:

STATE OF IOWA     )  
                                  ) ss:  
COUNTY OF SCOTT )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Frank Klipsch, to me personally known, who being by me duly sworn did say that that person is the Mayor, for the City of Davenport, and that said instrument was signed and sealed on behalf of the said City of Davenport, and said Mayor, acknowledged the execution of said instrument to be the voluntary act and deed of City of Davenport, by it voluntarily executed.

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

Notary Public in and for  
State of Iowa

Authorized representative for  
PCG Exchange

2-10-2016  
Date

Sil ~~thick~~

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2016, before me, the undersigned, a Notary Public in and for said County, personally appeared \_\_\_\_\_, to me personally known, who being by me duly (sworn or affirmed) did say that that person is the \_\_\_\_\_ of the PCG Exchange dba SCP 2006-C23-059 LLC, and that said instrument was signed on behalf of the PCG Exchange dba SCP 2006-C23-059 LLC, by authority of its managers and \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of PCG Exchange dba SCP 2006-C23-059 LLC, by it voluntarily executed.

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

Notary Public in and for  
State of Rhode Island

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

On February 10, 2016, before me, Lisa M. Carson, Notary Public, personally appeared Douglas Wolf, who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the instrument the person(s), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



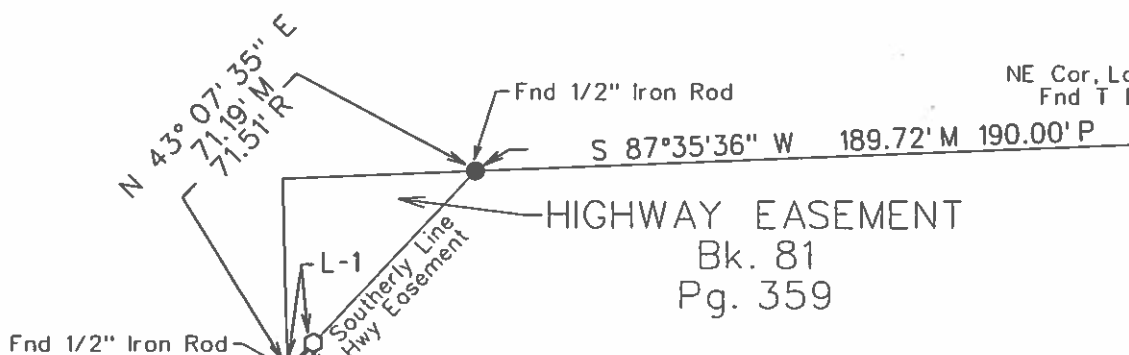
# RIGHT OF WAY ACQUISITION PLAT

Pt. 27  
VICTORY ACRES  
ADDITION Bk. 33 Pg. 58

Fnd 5/8" Iron Rod w/ YPC

W KIMBERLY ROAD

117.5' R.O.W.



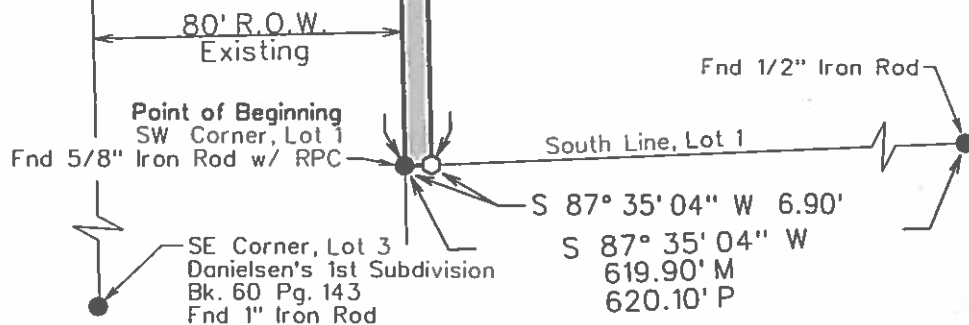
## LINE TABLE

| LINE NO. | BEARING         | DISTANCE |
|----------|-----------------|----------|
| L-1      | N 43° 07' 35" E | 9.87'    |

N DIVISION STREET

TRACT NO. 21-ACQ  
R.O.W. ACQ.

1  
DANIEL'S PLACE  
DOCUMENT NO. 32481-97



LOT 1, DANIEL'S PLACE

6 of 7

RIGHT OF WAY ACQUISITION PLAT



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 2 OF 2

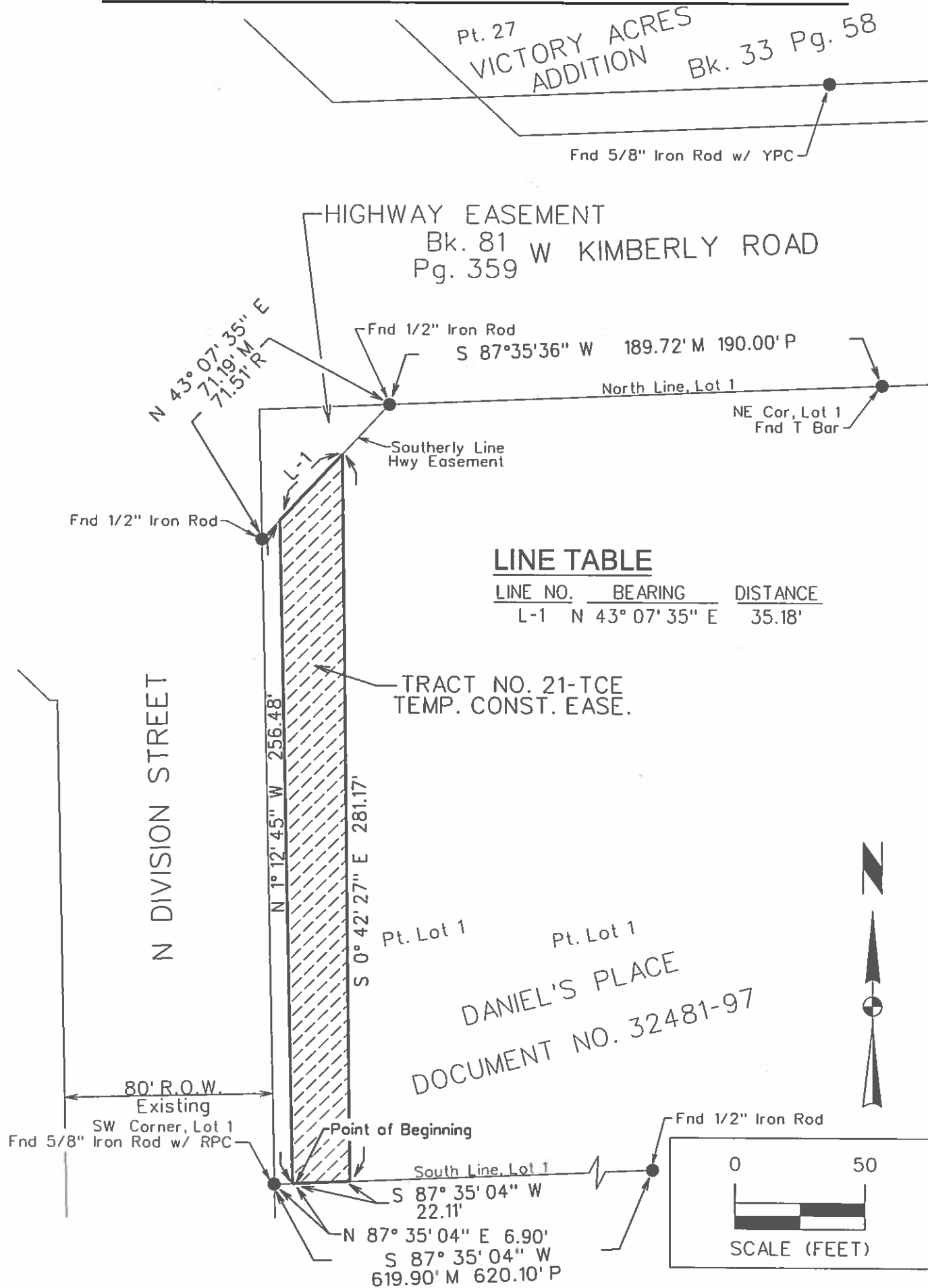
PN: 1130656

PM: TAC

DATE: 10/24/14

TECH: TWF

# TEMPORARY CONSTRUCTION EASEMENT



2 of 2

# TEMPORARY CONSTRUCTION EASEMENT



**SNYDER & ASSOCIATES, INC.**  
Engineers and Planners

5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET 2 OF 2

PN: 1130656

|     |     |
|-----|-----|
| PM: | TAC |
|-----|-----|

DATE: 10/24/14

TECH: TWf

City of Davenport

Agenda Group: Public Works  
Department: Engineering  
Contact Info: Eric Gravert (563) 327-5125  
Wards: 1 & 4

**Action / Date**  
**PW3/2/2016**

**Subject:**

Motion approving Change Order #7 to the Birchwood Area Parallel Sewer Project with Valley Construction, for quantity adjustments, in the amount of \$75,083.74, CIP #01905. [Wards 1 & 4]

**Recommendation:**

Pass the motion.

**Relationship to Goals:**

Upgraded City Infrastructure.

**Background:**

The Birchwood Area Parallel Sewer Project involves the construction of a 15" parallel relief sewer under Clark Street from West Locust Street to West Central Park Avenue. The goal of this project is to provide additional capacity in the system.

Due to unforeseen circumstances with actual field conditions and engineer's estimated quantities a change in contract quantities will need to be adjusted.

This change order approves this scope of work.

**SUMMARY OF CONTRACT AMOUNT:**

|                          |                  |
|--------------------------|------------------|
| Original Contract:       | \$987,777        |
| Previous Change Orders   | \$ 56,978        |
| <u>This Change Order</u> | <u>\$ 75,084</u> |
| Amended Contract Amount  | \$1,119,839      |

**ATTACHMENTS:**

| Type            | Description  |
|-----------------|--------------|
| Backup Material | CO #7 Valley |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                |
|----------------------------|----------------|----------|---------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 9:39 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 9:39 PM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 9:12 AM |



# City of Davenport

## Public Works Department

1200 East 46<sup>th</sup> Street • Davenport, Iowa 52807

Telephone: 563-326-7923 Fax: 563-327-5182

### CERTIFICATIONS

CITY ENGINEER BPS  
(Work is Required)

CIP MANAGEMENT ANALYST CM  
(Funds are Available)

CHIEF OF CONSTRUCTION RM  
(Work is Constructible)

PUBLIC WORKS DIRECTOR DS  
(Approval)

Mr. Don Kopf  
Valley Construction  
8610 78<sup>th</sup> Ave W  
Rock Island, IL 61201

RE: Birchwood Area Parallel Sewer Project – Change Order #7  
CIP #01905

Dear Mr. Kopf:

#### Description to Contractor

Valley Construction is providing construction services associated with the construction of a parallel sewer along N Clark Street from approximately W Locust Street to W Central Park Avenue.

#### CHANGE ORDER DESCRIPTION:

1. The change of work involves the material costs associated with actual quantities on site. Work to be completed at the agreed price shown attached.

Cost: \$75,083.74 (NTE) Not To Exceed AMOUNT (Increase)

Working Days Adjustment: 0

#### SUMMARY OF CONTRACT AMOUNT:

|                          |                     |
|--------------------------|---------------------|
| Original Contract:       | \$ 987,777.00       |
| Previous Change Orders   | \$ 56,978.15        |
| <u>This Change Order</u> | <u>\$ 75,083.74</u> |
| Amended Contract Amount: | \$1,119,838.89      |

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

Date: 2-22-16

Recommend/Approved: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

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

Date: 2-22-16

Recommend/Approved: \_\_\_\_\_  
(Up to \$25,000) Corrin Spiegel, City Administrator

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Required: Green Sheet Motion to Approve

Council Meeting Date: \_\_\_\_\_

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

Date: N.A.

Required: Green Sheet Resolution to Approve

Council Meeting Date: N.A.

| <u>Bid Item</u> | <u>Description</u>         | <u>Cost</u>            | <u>Reason</u>                                                                                                               |
|-----------------|----------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| 4               | Pavement Removal           | \$18,737.74            | Existing concrete road was in bad condition before project was started.                                                     |
| 8               | HMA Milling                | <del>\$3,031.60</del>  | Engineer's estimate of 5484 SY was more than actual conditions of 4318 SY.                                                  |
| 10              | Trench Foundation Material | <del>\$1,833.50</del>  | Engineer had put this item in for unforeseen conditions. Not all used.                                                      |
| 11              | Sanitary Manhole           | \$5,485.00             | Engineer's estimate had a quantity of 18 instead of the 19 shown on the drawings.                                           |
| 12              | 12" Sanitary Sewer         | \$3,473.00             | Engineer's estimate had a quantity of 24 LF instead of the 43 LF shown on the drawings and actual conditions of 47 LF.      |
| 13              | 15" Sanitary Sewer         | \$2,662.50             | Engineer's estimate had a quantity of 3085 LF and actual conditions required 3110 LF                                        |
| 14              | 18" Sanitary Sewer         | <del>\$5,160.00</del>  | Engineer had anticipated the existing sewer at 18" diameter, in reality it was only 15". Material not used.                 |
| 15              | Sewer Service Pipe         | <del>\$19,775.00</del> | Engineer's estimate of 280 LF was more than actual conditions of 105 LF.                                                    |
| 17              | Select Native Backfill     | \$1,140.00             | Engineer had put this item in for unforeseen conditions and the existing condition was worse than anticipated.              |
| 18              | 6" Granular Subbase        | \$6,955.62             | Existing concrete road was in bad condition before project was started.                                                     |
| 19              | HMA Pavement               | <del>\$9,493.00</del>  | Engineer's estimate of 5484 SY was more than actual conditions of 4621 SY.                                                  |
| 20              | 7" PCC Pavement            | \$43,270.88            | Existing concrete road was in bad condition before project was started.                                                     |
| 21              | 10" PCC Pavement           | \$9,385.36             | Engineer showed irregular shaped or smaller patches than was actually used.                                                 |
| 24              | PCC Driveway               | \$10,592.40            | Engineer's estimate had a quantity of 18 SY instead of the 85.3 SY shown on the drawings and actual conditions of 99.48 SY. |
| 30              | 5" Temp PCC Pavement       | \$203.80               | Actual replacement of pavement increased by 3.24 SY over estimate                                                           |
| 32              | Crushed Stone              | <del>\$12,470.54</del> | The native backfill was too wet after a rainstorm to use and the threat of freezing temp wouldn't dry the material for use. |
|                 | Total                      | \$75,083.74            |                                                                                                                             |

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Joe Balge; (563) 327-5105  
Wards: 6

**Action / Date**  
**PW3/2/2016**

**Subject:**

Motion approving Change Order #9, in the amount of \$33,000 (City cost \$6,600, Iowa DOT cost \$26,400), to the construction contract with McCarthy Improvement Company for Kimberly Road with Forest and Lorton Ave. Intersection Improvements. This change order allows the road to be macrotextured (grooved texture) as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01792. [Ward 6]

**Recommendation:**

Pass the motion.

**Relationship to Goals:**

Upgraded City Infrastructure & Public Facilities

**Background:**

The Iowa DOT has requested the new concrete pavement poured on Kimberly Road be macrosurfaced (longitudinally grooved) as part of the existing contract. This work will be eligible for reimbursement as part of the City and State's 80/20 agreement. McCarthy has agreed to do the work for an estimated cost of \$33,000 (City cost \$6,600, State cost \$26,400). The final payment will be based on measured quantities.

The cost of this work includes longitudinally grooving the new pavement, repainting any pavement markings removed by the grooving process, and supplying flaggers if necessary. The area to be grooved is roughly 3,183 SY at \$7.95/SY.

Estimated Total Cost: \$33,000.00

Working Days Adjustment: n/a

**SUMMARY OF CONTRACT AMOUNT:**

Original Contract: \$939,133.00  
Previous Change Orders: \$64,885.06  
Change Order #9 \$33,000.00  
Amended Contract Amount: \$ 1,037,018.06

**ATTACHMENTS:**

| Type              | Description              |
|-------------------|--------------------------|
| □ Backup Material | Kimberly and Forest CO#9 |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 10:22 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/24/2016 - 10:22 PM |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 9:11 AM  |



# City of Davenport

## Public Works Department

1200 East 46<sup>th</sup> Street • Davenport, Iowa 52807

Telephone: 563-326-7923 Fax: 563-327-5182

### CERTIFICATIONS

CITY ENGINEER \_\_\_\_\_  
(Work is Required)

CIP MANAGEMENT ANALYST \_\_\_\_\_  
(Funds are Available)

CONSTRUCTION MGR \_\_\_\_\_  
(Work is Constructible)

PUBLIC WORKS DIRECTOR \_\_\_\_\_  
(Approval)

CONTRACTOR: McCarthy Improvement Co. & Affil. DBA McCarthy Improvement Co.

ADDRESS: 5401 Victoria Ave, Davenport, IA 52807

PROJECT: **Kimberly Road (U.S. 6) with Forest Road and Lorton Avenue Intersection Improvements**

CIP Project #: 01792, Object #: 530350, Org #: 70380675

### Description to Contractor

Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #9**

### CHANGE ORDER DESCRIPTION:

The Iowa DOT has requested the new concrete pavement poured on Kimberly Road be macrosurfaced (longitudinally grooved) as part of the existing contract. This work will be eligible for reimbursement as part of the City and State's 80/20 agreement. McCarthy has agreed to do the work for an estimated cost of \$33,000. The final payment will be based on measured quantities.

The cost of this work includes longitudinally grooving the new pavement, repainting any pavement markings removed by the grooving process, and supplying flaggers if necessary. The area to be grooved is roughly 3,183 SY at \$7.95/SY.

Estimated Total Cost: \$33,000.00

Working Days Adjustment: n/a

### SUMMARY OF CONTRACT AMOUNT:

|                                |                     |
|--------------------------------|---------------------|
| Original Contract:             | \$ 939,133.00       |
| Previous Additions to Contract | \$ 64,885.06        |
| <u>This Change Order</u>       | <u>\$ 33,000.00</u> |

Amended Contract Amount: \$ 1,037,018.06

Recommend/Approved: \_\_\_\_\_  
(Up to \$5,000) Joe Balge P.E., Project Manager

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
(Up to \$15,000) Brian Schadt, Deputy Public Works Director

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
(Up to \$25,000) Corrin Spiegel, Interim City Administrator

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Required: Green Sheet Motion to Approve

Council Meeting Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



**City of Davenport**  
**Public Works Department**

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

Required: Green Sheet Resolution to Approve      Council Meeting Date: \_\_\_\_\_

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Joe Balge; (563) 327-5105  
Wards: 8

**Action / Date**  
**PW3/2/2016**

**Subject:**

Motion approving Change Order #19, in the amount of \$94,000 (City cost \$18,800, Iowa DOT cost \$75,200), to the construction contract with McCarthy Improvement Company for Veterans Memorial Parkway Paving (Eastern Ave to Jersey Ridge Rd) This change order allows the road to be macrotextured (grooved texture) as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01144. [Ward 6]

**Recommendation:**

Pass the motion.

**Relationship to Goals:**

Upgraded City Infrastructure & Public Facilities

**Background:**

The Bi-State Regional Transportation Plan and the Comprehensive Plan of the City of Davenport included the upgrading of Veteran Memorial Parkway (formerly 67<sup>th</sup> Street) from a two lane roadway to a four lane minor arterial/major collector across the northern part of the City. This project was designed and constructed to connect the portion of paving from the current terminus of four lane paving at Eastern Avenue to Jersey Ridge Road.

Change order No. 19 is for the macrosurfacing (longitudinal grooving) of the new concrete. This additional work is being done at the request of the Iowa DOT. This work will qualify for participation in the 80/20 payment contract with IDOT and is eligible for reimbursement. The estimated cost of this work is \$94,000. Final payment to the contractor will be based on actual quantities.

**ATTACHMENTS:**

| Type                | Description     |
|---------------------|-----------------|
| □ Resolution Letter | Resolution pg 2 |

**REVIEWERS:**

| Department                 | Reviewer       | Action   | Date                 |
|----------------------------|----------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina  | Approved | 2/24/2016 - 10:39 PM |
| Public Works Committee     | Lechvar, Gina  | Approved | 2/25/2016 - 1:23 PM  |
| City Clerk                 | Admin, Default | Approved | 2/25/2016 - 2:50 PM  |



# City of Davenport

## Public Works Department

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

### CERTIFICATIONS

CITY ENGINEER \_\_\_\_\_  
(Work is Required)

CIP MANAGEMENT ANALYST \_\_\_\_\_  
(Funds are Available)

CONSTRUCTION MGR \_\_\_\_\_  
(Work is Constructible)

PUBLIC WORKS DIRECTOR \_\_\_\_\_  
(Approval)

CONTRACTING COMPANY: McCarthy Improvement Company  
ADDRESS: 5401 Victoria Ave., Davenport, IA 52807

PROJECT TITLE: **Veterans Memorial Parkway Paving – Eastern Avenue to Jersey Ridge Road**  
CIP #: 01144, ORG #: 70210675, OBJECT #: 530350

### Description to Contractor:

Considering the contract between the City of Davenport and McCarthy Improvement Company, which covers the above-referenced project, the following shall be **Change Order #19**

### CHANGE ORDER DESCRIPTION:

The Iowa DOT has requested the new concrete pavement on Veterans Memorial Parkway (Eastern Ave. to Jersey Ridge Road) be macrotextured (longitudinally grooved) as part of the existing contract. This work will be eligible for reimbursement as part of the City and State's 80/20 agreement. McCarthy has agreed to do the work for an estimated cost of \$94,000. The final payment will be based on measured quantities.

The cost of this work includes longitudinally grooving the new pavement, repainting any pavement markings removed by the grooving process, and supplying flaggers if necessary. The area to be grooved is roughly 18,733 SY at \$4.75/SY.

Total Cost: \$94,000.00  
Working Days Adjustment: 0

### SUMMARY OF CONTRACT AMOUNT:

|                          |                     |
|--------------------------|---------------------|
| Original Contract:       | \$ 2,716,702.13     |
| Previous Change Orders   | \$ 288,429.93       |
| <u>This Change Order</u> | <u>\$ 94,000.00</u> |
| Amended Contract Amount: | \$ 3,099,132.06     |

Recommend/Approved: \_\_\_\_\_  
(Up to \$5,000) Joe Balge P.E., Project Manager

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
(Up to \$15,000) Acting Public Works Director

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
(Up to \$25,000) Corrin Spiegel, Interim City Administrator

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

Required: Green Sheet Motion to Approve

Council Meeting Date: \_\_\_\_\_

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

Date: \_\_\_\_\_



**City of Davenport**  
**Public Works Department**

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

Required: Green Sheet Resolution to Approve      Council Meeting Date: \_\_\_\_\_

City of Davenport

Agenda Group: Finance  
Department: Finance  
Contact Info: Mallory Merritt (563) 326-7792  
Wards: All

**Action / Date**  
**FIN2/17/2016**

Subject:

Second Consideration: Ordinance amending Chapters 13.16.107A and 13.16.107B entitled "Sanitary Sewer Rates - Amount" from \$3.77 to \$3.96 to \$4.16 per one hundred cubic feet of water use as determined by water meter readings; and amending per bill rates for monthly commercial bills from \$14.39 to \$15.11 to \$15.86; and amending per bill rates for monthly residential bills from \$15.05 to \$15.77 to \$16.52; and per bill rates for quarterly residential bills from \$21.35 to \$22.32 to \$23.33 and quarterly commercial bills from \$19.35 to \$20.32 to \$21.33. [All Wards]

Recommendation:

Adopt the Ordinance

Relationship to Goals:

Financially Responsible City Government

Background:

The City is responsible for protecting the health and property of its citizens. One of its most significant operations in this mission is the establishment and maintenance of the sanitary sewer system and operations of the regional water pollution control plant. For more than 40 years, sewer rates have been established to generate fees in order to fund this operation and maintain the necessary infrastructure. The purpose of using a fee versus the use of property tax is based on the theory that users should pay for the quantity of usage. Also, entities such as hospitals, colleges, and churches do not pay property taxes; however, they are significant users of the services and receive substantial benefit. Therefore, sewer fees are an equitable way for all users to share the cost of operation.

A revision to the sanitary sewer rate study was completed by Arcadis Consulting recommending a 5% increase in FY 2017 and a 5% increase in FY 2018. The study included an in-depth review of the rates and fees to provide a utility rate structure that can fully fund the operating and capital components of the utility. The Capital Improvement Program includes all of the projects on the City's consent order from the Iowa Department of Natural Resources. The consent order requires significant sewer infrastructure investment over the next 20 years. These projects include the investigations of the system, rehabilitation and replacement to reduce inflow and infiltration of stormwater, improvements to the water pollution control plant, and compliance to more stringent EPA and IDNR regulations.

As mentioned above, the sewer rate includes funding for projects mandated by the IDNR for the Administrative Consent Order to eliminate all bypasses from the treatment facility and complying with more stringent requirement on plant effluent. The consent order specifically identifies projects such as studies on the system, reduction and elimination of the amount of ground, rain, and river water entering the system, rehabilitation and replacement of the sewer system, optimization of the water pollution control plant operations, and construction of an equalization basin.

This rate increase will not impact customers who are already exempt from sewer fees. The current eligibility guidelines include those customers ages 65 and older and people with disabilities who have an income level below \$21,698.

ATTACHMENTS:

| Type                                                                                        | Description                                     |
|---------------------------------------------------------------------------------------------|-------------------------------------------------|
|  Ordinance | Sewer Ordinance Rate Changes for FY 2017 Budget |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 2/25/2016 - 9:13 AM |

## ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 13.16.107A AND 13.16.107B ENTITLED "SANITARY SEWER RATES – AMOUNT" FROM \$3.77 to \$3.96 to \$4.16 PER ONE HUNDRED CUBIC FEET OF WATER USE AS DETERMINED BY WATER METER READINGS; AND AMENDING PER BILL RATES FOR MONTHLY COMMERCIAL BILLS FROM \$14.39 to \$15.11 to \$15.86; AND AMENDING PER BILL RATES FOR MONTHLY RESIDENTIAL BILLS FROM \$15.05 to \$15.77 to \$16.52; AND PER BILL RATES FOR QUARTERLY RESIDENTIAL BILLS FROM \$21.35 to \$22.32 to \$23.33 AND QUARTERLY COMMERCIAL BILLS FROM \$19.35 to \$20.32 to \$21.33;

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

SECTION 1. That Chapter 13.16.107A entitled "Rates-Amount" is hereby amended to read as follows:

1. Effective July 1, 2016. 396.00 cents per one hundred cubic feet of water use as determined by water meter readings.
2. Effective July 1, 2017. 416.00 cents per one hundred cubic feet of water use as determined by water meter readings.

SECTION 2. That Chapter 13.16.107B entitled "Rates-Amount" is hereby amended to read as follows:

1. Effectively July 1, 2016.
  - a. 1511.00 cents per bill for monthly billed commercial customers,
  - b. 1577.00 cents per bill for monthly billed residential customers,
  - c. 2032.00 cents per bill for quarterly commercial billed customers,
  - d. 2232.00 cents per bill for quarterly residential billed customers.
2. Effective July 1, 2017.
  - a. 1586.00 cents per bill for monthly billed commercial customers,
  - b. 1652.00 cents per bill for monthly billed residential customers,
  - c. 2133.00 cents per bill for quarterly billed commercial customers,
  - d. 2333.00 cents per bill for quarterly billed residential customers.

SECTION 3: That Chapter 13.16.107F is hereby amended to read as follows:

1. Effective July 1, 2013. 200.00 of rates established in Section B for residential customers per quarter to establish the no-fault sewer backup reimbursement program.

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 not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1, 2, 5 and 6 of this ordinance shall be in full force and effective on July 1, 2016; Sections 3 and 4 shall be in full force and effective on July 1, 2017, after its final passage and publication as by law provided.

First Consideration\_\_\_\_\_

Second Consideration\_\_\_\_\_

Approved\_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest:\_\_\_\_\_

Jackie Holecek, CMC  
Deputy City Clerk

Published in the Quad City Times on \_\_\_\_\_

City of Davenport

Agenda Group: Finance  
Department: Finance  
Contact Info: Mallory Merritt (563) 326-7792  
Wards: All

**Action / Date**  
**FIN2/17/2016**

**Subject:**

Second Consideration: Ordinance amending Chapter 2.36 by adding a new section 2.36.240 entitled, "Permit Fees", that sets forth various fees related to fire department issued permits. [All Wards]

**Recommendation:**

Adopt the ordinance.

**Relationship to Goals:**

Financially Responsible City Government

**Background:**

The Fire Department routinely issues several types of permits, such as firework permits, hazmat permits, and above-ground and under-ground storage tank permits. The recommended action is to increase several of these fees by the below amounts. Additionally, the Hazmat permit fee schedule is attached. These fees were last changed in 1991, and the recommendation is to increase them to attempt a greater level of cost-recovery.

The recommendation is to increase the Fireworks Permit from \$35 to \$75 and to increase both the above-ground and under-ground storage tank permit fees from \$25 to \$125. The Hazmat permit fee schedule flat amounts based on volume should increase by 10% each. Schedule is attached.

**ATTACHMENTS:**

| Type              | Description                                                                    |
|-------------------|--------------------------------------------------------------------------------|
| ▣ Ordinance       | Ordinance amending Chapter 2.36 by adding a new section entitled "Permit Fees" |
| ▣ Backup Material | Proposed HAZMAT Permit Fee Schedule                                            |

**REVIEWERS:**

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 2/25/2016 - 9:13 AM |

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 2.36 BY ADDING A NEW SECTION 2.36.240 ENTITLED, "PERMIT FEES", THAT SETS FORTH VARIOUS FEES RELATED TO FIRE DEPARTMENT ISSUED PERMITS.

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

SECTION 1. That chapter 2.36 is amended to add a new section 2.36.240 "Permit Fees", establishing various rates and fees related to fire department issued permits.

1. 2.36.240 Permit Fees

SECTION 2. That Chapter 2.36.240 "Permit Fees", shall read and be established as follows:

1. Firework Permit Fee - \$75.00
2. Hazmat Permit Fee – See attached schedule.
3. Above-ground Storage Tank Permit Fee - \$125.00
4. Under-ground Storage Tank Permit Fee - \$125.00

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 not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1 and 2 of this ordinance shall be in full force and effective on July 1, 2016, after final approval and publication requirements have been met as required by law.

First Consideration\_\_\_\_\_

Second Consideration\_\_\_\_\_

Approved\_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest:\_\_\_\_\_  
Jackie Holecek, CMC

Deputy City Clerk

Published in the Quad City Times on \_\_\_\_\_

# HAZMAT Permit Fee Summary

Effective July 1, 2016

1501

| RADIOACTIVE SOLID |                  | LBS.              | FY 2017        | HAZ                |             |
|-------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>   | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                 | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2                 | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3                 | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4                 | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5                 | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1502

| SOLID TOXIC MATERIALS |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2                     | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3                     | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4                     | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5                     | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1503

| HIGH EXPLOSIVES |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1504

| LOW EXPLOSIVES  |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 55.00              | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 110.00             | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 165.00             | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

1505

| BLASTING AGENTS |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 33.00              | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 66.00              | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 99.00              | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 132.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 165.00             | 0.00        |

1506

**PYROPHORIC GAS  
MATERIAL****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1507****PYROPHORIC LIQUID  
MATERIAL****GLS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 55.00             | 110.00             | 0.00        |
| 2               | 56.00            | 550.00            | 220.00             | 0.00        |
| 3               | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4               | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5               | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

**1508****PYROPHORIC SOLID  
MATERIAL****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1509****UNSTABLE MATERIALS  
SOLID****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1510****ORGANIC PEROXIDES SOLID****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

1511

**COMPRESSED GASES  
FLAMMABLE****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 0.00               | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

1512

**OXIDIZING COMPRESSED  
GAS****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 0.00               | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1513

**CORROSIVE COMPRESSED  
GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 55.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1514

**INERT COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 16.50              | 0.00        |
| 2               | 201.00           | 2,000.00          | 22.00              | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 27.50              | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 33.00              | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 38.50              | 0.00        |

1515

**COMPRESSED GASES  
PYROPHORIC****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|----------------|--------------------|-------------|
| 1               | 1.00             | 200.00         | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00       | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00      | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00      | 440.00             | 0.00        |

|   |           |                   |        |      |
|---|-----------|-------------------|--------|------|
| 5 | 20,001.00 | 99,999,999,999.99 | 550.00 | 0.00 |
|---|-----------|-------------------|--------|------|

1516

| REACTIVE COMPRESSED GASES |                  | CFT.              | FY 2017            | HAZ         |
|---------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 200.00            | 55.00              | 0.00        |
| 2                         | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3                         | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4                         | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5                         | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1517

| FLAMMABLE LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>  | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                | 1.00             | 55.00             | 66.00              | 0.00        |
| 2                | 56.00            | 550.00            | 132.00             | 0.00        |
| 3                | 551.00           | 2,750.00          | 198.00             | 0.00        |
| 4                | 2,751.00         | 5,500.00          | 264.00             | 0.00        |
| 5                | 5,501.00         | 99,999,999,999.99 | 330.00             | 0.00        |

1518

| GAS OXIDIZERS   |                  | CFT.              | FY 2017            | HAZ         |
|-----------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             | 200.00            | 55.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1519

| LIQUID OXIDIZERS |                  | GLS.              | FY 2017            | HAZ         |
|------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>  | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                | 1.00             | 55.00             | 55.00              | 0.00        |
| 2                | 56.00            | 550.00            | 110.00             | 0.00        |
| 3                | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4                | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5                | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

1520

| SOLID OXIDIZERS |                  | LBS.              | FY 2017            | HAZ         |
|-----------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             | 500.00            | 55.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1521

| SOLID WATER/REACTIVE |  | LBS. | FY 2017 | HAZ |
|----------------------|--|------|---------|-----|
|----------------------|--|------|---------|-----|

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 55.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1522

| <b>CRYOGENICS FLAMMABLE</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1523

| <b>CRYOGENICS OXIDIZING</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1524

| <b>CRYOGENICS CORROSIVE</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1525

| <b>CRYOGENICS INERT</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>         | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                       | 1.00             | 10,000.00         | 16.50              | 0.00        |
| 2                       | 10,001.00        | 20,000.00         | 22.00              | 0.00        |
| 3                       | 20,001.00        | 99,999,999,999.99 | 27.50              | 0.00        |

1526

| <b>FLAMMABLE ORGANICS</b> |                  | <b>LBS.</b>    | <b>FY 2017</b>     | <b>HAZ</b>  |
|---------------------------|------------------|----------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 500.00         | 55.00              | 0.00        |
| 2                         | 501.00           | 5,000.00       | 110.00             | 0.00        |
| 3                         | 5,001.00         | 25,000.00      | 165.00             | 0.00        |
| 4                         | 25,001.00        | 50,000.00      | 220.00             | 0.00        |

|      |   |           |                   |        |      |
|------|---|-----------|-------------------|--------|------|
| 1527 | 5 | 50,001.00 | 99,999,999,999.99 | 275.00 | 0.00 |
|------|---|-----------|-------------------|--------|------|

| FLAMMABLE INORGANICS |                  | LBS.              | 2015           | HAZ                |             |
|----------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>      | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                    | 1.00             | 500.00            |                | 55.00              | 0.00        |
| 2                    | 501.00           | 5,000.00          |                | 110.00             | 0.00        |
| 3                    | 5,001.00         | 25,000.00         |                | 165.00             | 0.00        |
| 4                    | 25,001.00        | 50,000.00         |                | 220.00             | 0.00        |
| 5                    | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

|      |                              |                  |                   |                |                    |             |
|------|------------------------------|------------------|-------------------|----------------|--------------------|-------------|
| 1528 | FLAMMABLE COMBUSTIBLE METALS |                  | LBS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u>              | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1                            | 1.00             | 500.00            |                | 55.00              | 0.00        |
|      | 2                            | 501.00           | 5,000.00          |                | 110.00             | 0.00        |
|      | 3                            | 5,001.00         | 25,000.00         |                | 165.00             | 0.00        |
|      | 4                            | 25,001.00        | 50,000.00         |                | 220.00             | 0.00        |
|      | 5                            | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

|      |                           |                  |                   |                |                    |             |
|------|---------------------------|------------------|-------------------|----------------|--------------------|-------------|
| 1529 | FLAMMABLE DUSTS & POWDERS |                  | LBS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u>           | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1                         | 1.00             | 25,000.00         |                | 16.50              | 0.00        |
|      | 2                         | 25,001.00        | 50,000.00         |                | 22.00              | 0.00        |
|      | 3                         | 50,001.00        | 99,999,999,999.99 |                | 27.50              | 0.00        |

|      |                 |                  |                   |                |                    |             |
|------|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| 1530 | CORROSIVE ACIDS |                  | GLS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1               | 1.00             | 55.00             |                | 33.00              | 0.00        |
|      | 2               | 56.00            | 550.00            |                | 66.00              | 0.00        |
|      | 3               | 551.00           | 2,750.00          |                | 99.00              | 0.00        |
|      | 4               | 2,751.00         | 5,500.00          |                | 132.00             | 0.00        |
|      | 5               | 5,501.00         | 99,999,999,999.99 |                | 165.00             | 0.00        |

|      |                 |                  |                   |                |                    |             |
|------|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| 1531 | CORROSIVE BASES |                  | GLS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1               | 1.00             | 55.00             |                | 33.00              | 0.00        |
|      | 2               | 56.00            | 550.00            |                | 66.00              | 0.00        |
|      | 3               | 551.00           | 2,750.00          |                | 99.00              | 0.00        |
|      | 4               | 2,751.00         | 5,500.00          |                | 132.00             | 0.00        |
|      | 5               | 5,501.00         | 99,999,999,999.99 |                | 165.00             | 0.00        |

|      |                 |                  |      |                |                    |             |
|------|-----------------|------------------|------|----------------|--------------------|-------------|
| 1532 | CORROSIVE OTHER |                  | GLS. | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |      | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |

|   |          |                   |        |      |
|---|----------|-------------------|--------|------|
| 1 | 1.00     | 55.00             | 33.00  | 0.00 |
| 2 | 56.00    | 550.00            | 66.00  | 0.00 |
| 3 | 551.00   | 2,750.00          | 99.00  | 0.00 |
| 4 | 2,751.00 | 5,500.00          | 132.00 | 0.00 |
| 5 | 5,501.00 | 99,999,999,999.99 | 165.00 | 0.00 |

1533

| HEALTH HAZARDS LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 33.00              | 0.00        |
| 2                     | 56.00            | 550.00            | 66.00              | 0.00        |
| 3                     | 551.00           | 2,750.00          | 99.00              | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 132.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 165.00             | 0.00        |

1534

| COMBUSTIBLE LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|--------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>    | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                  | 1.00             | 55.00             | 33.00              | 0.00        |
| 2                  | 56.00            | 550.00            | 66.00              | 0.00        |
| 3                  | 551.00           | 2,750.00          | 99.00              | 0.00        |
| 4                  | 2,751.00         | 5,500.00          | 132.00             | 0.00        |
| 5                  | 5,501.00         | 99,999,999,999.99 | 165.00             | 0.00        |

1535

| TOXIC WASTE SOLID |                  | LBS.              | FY 2017            | HAZ         |
|-------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>   | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                 | 1.00             | 500.00            | 55.00              | 0.00        |
| 2                 | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3                 | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4                 | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5                 | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1536

| UNDERGROUND STORAGE TANKS |                  | GLS.              | FY 2017            | HAZ         |
|---------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 550.00            | 0.00               | 0.00        |
| 2                         | 551.00           | 2,750.00          | 110.00             | 0.00        |
| 3                         | 2,751.00         | 5,500.00          | 165.00             | 0.00        |
| 4                         | 5,501.00         | 99,999,999,999.99 | 220.00             | 0.00        |

1537

| ABOVEGROUND STORAGE TANKS |                  | GLS.     | FY 2017            | HAZ         |
|---------------------------|------------------|----------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> |          | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 550.00   | 0.00               | 0.00        |
| 2                         | 551.00           | 2,750.00 | 110.00             | 0.00        |
| 3                         | 2,751.00         | 5,500.00 | 165.00             | 0.00        |

|   |          |                   |        |      |
|---|----------|-------------------|--------|------|
| 4 | 5,501.00 | 99,999,999,999.99 | 220.00 | 0.00 |
|---|----------|-------------------|--------|------|

2501

| LIQUID RADIOACTIVE |                  | GLS.              | FY 2017            | HAZ         |
|--------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>    | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                  | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                  | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                  | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                  | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                  | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2502

| LIQUID TOXIC MATERIAL |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                     | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                     | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2509

| UNSTABLE MATERIALS<br>LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|------------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>              | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                            | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                            | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                            | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                            | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                            | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2510

| ORGANIC PEROXIDES<br>LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                           | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                           | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                           | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                           | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2521

| LIQUID WATER/REACTIVE |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 55.00              | 0.00        |
| 2                     | 56.00            | 550.00            | 110.00             | 0.00        |
| 3                     | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

2533

**HEALTH HAZARDS SOLID****LBS****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 33.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 66.00              | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 99.00              | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 132.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 165.00             | 0.00        |

**2535****TOXIC WASTE LIQUID****GLS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 55.00             | 55.00              | 0.00        |
| 2               | 56.00            | 550.00            | 110.00             | 0.00        |
| 3               | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4               | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5               | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

**3502****COMPRESSED GASES TOXIC  
MATERIALS****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**3509****UNSTABLE MATERIALS  
COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**3533****HEALTH HAZARDS  
COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 33.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 66.00              | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 99.00              | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 132.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 165.00             | 0.00        |

City of Davenport

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

**Action / Date**  
**FIN2/17/2016**

Subject:  
Resolution approving the lease of space within the Adler Theatre with Rawbar LLC. [Ward 3]

Recommendation:  
Consider the resolution.

Relationship to Goals:  
Financially Responsible City Government.

Background:  
The City has received interest from RAWBAR in leasing space at the Adler Theatre for the purpose of operating a small bar and prepared foods business. As part of this 10-year lease agreement, the tenant will make \$70,651 in improvements to the space that become the property of the City. In return, the City will provide a monthly reduction of their \$917 per month rent payment of \$588.

ATTACHMENTS:

| Type                | Description       |
|---------------------|-------------------|
| ▣ Resolution Letter | RAWBAR RESOLUTION |
| ▣ Backup Material   | Rawbar Lease      |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| Finance    | Admin, Default | Approved | 2/25/2016 - 9:46 AM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Gordon.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the lease of space within the Adler Theatre with Rawbar LLC.

WHEREAS, Rawbar LLC is interested in leasing undeveloped space within the Adler Theatre for the purpose of operating a small bar and prepared food business; and

WHEREAS, Rawbar LLC is willing to pay \$70,651 for improvements to the undeveloped space that will become the property of the City of Davenport, and pay 25% of all bar sales during Adler Theatre event hours; and

WHEREAS, the City is willing to provide a reduction in rent payments over a 10-year lease period in exchange for such improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the lease with Rawbar LLC within the Adler Theatre is approved.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, City Clerk

## Commercial Gross Lease

- Names.** This lease (this "**Lease**"), dated \_\_\_\_\_, 2016, is made by City of Davenport ("**Landlord**"), and RAWBAR, LLC, an Iowa limited liability company.
- Premises Being Leased.** Landlord is the owner of certain real estate legally described as RiverCenter/Adler Theatre in Davenport [Scott], Iowa (the "**Real Estate**"). The Real Estate is improved with in property lines of Adler Theatre [insert description of building, or buildings] (the "**Improvements**") (the Real Estate and the Improvements are collectively referred to as the "**Property**"). Landlord hereby leases and demises to Tenant the following described portion of the Property: Address \_\_\_\_\_, Suite \_\_\_\_\_, consisting of 800 square feet (the "**Premises**").
- Term of Lease.** This Lease begins on opening day (estimated to be February 17th , 2016 and ends on 10 years later (the "**Initial Term**") and such Initial Term as extend from time to time, if at all, pursuant to Section 5 of this Lease, the "**Term**").
- Rent.** Tenant will pay rent in advance on or before the first day of month, the 1st, after opening day. Tenant's first rent payment will be the 1st day of the month after opening day, in the amount of \$ 329. Tenant will pay rent monthly consistent with the rent table below (the "**Rent**") thereafter. Tenant and Landlord acknowledge that the monthly base rent amount is partially abated by Tenant improvements to the property of \$70,651, resulting in a \$588 monthly credit for ten (10) years. Tenant shall provide sufficient documentation to Landlord prior to occupying the Premises demonstrating actual improvement costs of at least \$70,651. If Tenant fails to show actual improvement costs of \$70,651, Tenant and Landlord agree to reset the base amounts to the numbers in the rent table below and to provide an abatement equal to the actual improvement costs amortized over a 10-year period at 0% interest. Subject to prior review and approval by Landlord, Tenant may be entitled to a higher abatement amount should the actual costs of Tenant improvements exceed \$70,651.

|            | <b><u>Base Rent</u></b> | <b><u>Abatement</u></b> | <b><u>Actual Rent Due From Tenant</u></b> |
|------------|-------------------------|-------------------------|-------------------------------------------|
| Years 1-2  | \$917                   | \$588                   | \$329                                     |
| Years 3-4  | \$945                   | \$588                   | \$357                                     |
| Years 5-6  | \$973                   | \$588                   | \$385                                     |
| Years 7-8  | \$1,002                 | \$588                   | \$414                                     |
| Years 9-10 | \$1,032                 | \$588                   | \$444                                     |

- Improvements by Tenant.** Tenants may make alterations and improvements to the Premises after obtaining the Landlord's written consent, which will not be unreasonably withheld; provided, however, Landlord hereby consents to the alterations and improvements to the Premises set forth on **Exhibit A**. At any time before this Lease ends, Tenant may remove any of Tenant's alterations and improvements, as long as Tenant repairs any damage caused by attaching the items to or removing them from the Premises. Tenant will not remove any wiring, walls, flooring, HVAC or plumbing once installed.
- Utilities.** Utilities will be paid by the Landlord (tenant will be tapping into the existing services) to include electric and water.
- Profit Sharing.** Tenant will pay the Landlord 25% of tenant bar sales during Adler Theater bar open hours. Profits will be paid monthly at the same time as rent.
- Tenant's Use of Premises.** Tenant will use the Premises for the following business purposes: operating and managing all or any part of a bar, restaurant, and related-products establishment. Tenants may also use the Premises for purposes reasonably related to the main use.
- Maintenance and Repairs.** (a) Landlord will maintain in good repair and working order and make all necessary or advisable repairs to: (i) the roof, foundation, structural components, exterior walls, interior common walls, and Improvements of the Premises (including plate glass and other windows, window frames, and doors), and (ii) the plumbing, electrical, heating, ventilation, and air-conditioning systems. The Landlord shall keep all driveways, sidewalks, and parking

areas on the Premises free and clear of ice and snow. (b) Tenant will clean and maintain Tenant’s portion of the building so that it will be kept in an attractive condition.

10. **Insurance and Indemnification.**

Tenant shall secure and maintain such primary insurance policies as will protect himself or his vendors from claims for bodily injuries, death or property damage which may arise from operations under this contract whether such operations be by himself or by any vendor or anyone employed by them directly or indirectly.

The following insurance policies are required unless other limits are specified. The Landlord shall be identified as a certificate holder and specifically named as an additional insured under General Liability.

(1) Statutory Worker's Compensation with waiver of subrogation in favor of the Landlord.

(2) General Liability

|                   |             |
|-------------------|-------------|
| General Aggregate | \$1,000,000 |
|-------------------|-------------|

|                 |             |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

|                                    |             |
|------------------------------------|-------------|
| (3) Excess Liability Umbrella Form | \$1,000,000 |
|------------------------------------|-------------|

|                         |                        |
|-------------------------|------------------------|
| (4) Dram Shop Liability | Statutory Requirements |
|-------------------------|------------------------|

CONTRACTUAL LIABILITY

The insurance required above under “TENANT INSURANCE”, shall:

(1) be Primary insurance and non-contributory.

(2) include contractual liability insurance coverage for the Tenant’s obligations under the INDEMNIFICATION paragraph below.

CERTIFICATES OF INSURANCE

Certificates of Insurance, acceptable to the Landlord indicating insurance required by the Contract is in force, shall be filed with the Landlord’s prior to approval of the Contract by the Landlord. The Lessee shall insure that coverages afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Landlord. The Tenant will accept responsibility for damages and the Landlord’s defense in the event no insurance is in place and the Landlord has not been notified.

INDEMNIFICATION

To the fullest extent permitted by the law, the Tenant shall defend, indemnify, and hold harmless the Landlord, its officials and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to, all attorneys’ fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense:

(1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and

(2) is caused in whole or in part by any negligent act or omission of the Tenant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the Landlord, its officials or any of its agents or employees by any employee of the Tenant, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in anyway by any limitation on the amount

or type of damages, compensation or benefits payable by or for the Tenant or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

11. **Taxes.** Landlord and Tenant acknowledge that as of the date of this agreement that the Landlord is not required to pay property taxes for the Premise. In the case that the Landlord becomes obligated at any time during this Lease by law to pay property taxes for the Premise caused by Tenant's use in the Real Estate, the Rent terms of this agreement shall be maintained for a period of four (4) months following Landlord's notification to Tenant. Landlord and Tenant shall reopen and renegotiate Section 4 Rent and Section 7 Profit Sharing upon this notification. If both parties are unable to find mutually acceptable Rent and Profit Sharing terms, this Lease agreement in its entirety shall be considered null and void at the end of the four (4) month period.
12. **Subletting and Assignments.** Except to any of Tenant's lenders as security for any loan or an affiliate of Tenant, Tenant will not assign this Lease or sublet any part of the Premises without the written consent of Landlord. Assignment will be limited to same or similar business purpose.
13. **Damage to Premise.** (a) If the Premises are damaged through fire or other cause not the fault of Tenant, Tenant will owe no rent for any period during which Tenant is substantially deprived of the use of the Premises. (b) If Tenant is substantially deprived of the use of the Premises for more than 90 days because of such damage, Tenant may terminate this Lease by delivering written notice of termination to Landlord.
14. **Notice of Default.** Before starting a legal action to recover possession of the Premises based on Tenant's default, Landlord will notify Tenant in writing of the default. Landlord will take legal action only if Tenant does not correct the default within ten days after written notice is received by Tenant.
15. **Quiet Enjoyment.** As long as Tenant is not in default under the terms of this Lease, Tenant will have the right to occupy the Premises peacefully and without interference.
16. **Eminent Domain.** This Lease will become void if any part of the leased Premises or the building in which the leased Premises are located are taken by eminent domain. Tenant has the right to receive and keep any amount of money that the agency taking the Premises by eminent domain pays for the value of Tenant's lease, its loss of business, its alterations or improvements, and for moving and relocation expenses.
17. **Holding Over.** If Tenant remains in possession after this Lease ends, the continuing tenancy will be from month to month.
18. **Entire Agreement; Successors and Assignees.** This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Lease binds and benefits the heirs, successors, and assignees of the parties.
19. **Notices.** All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, or by overnight courier.
20. **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the state of Iowa without giving effect to the principles of conflicts-of-law thereof.
21. **Counterparts.** This Lease may be executed and delivered in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. The exchange of copies of this Lease and of signature pages by facsimile or by electronic image scan transmission in .pdf shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile or electronic image scan transmission in .pdf shall be deemed to be their original signatures for all purposes.
22. **Modification; Waiver; Severability.** This Lease may be modified only by a writing signed by the party against whom such modification is sought to be enforced. If one party waives any term or provision of this Lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to

exercise or delays exercising any of its rights or remedies under this Lease, that party retains the right to enforce that term or provision at a later time. If any court determines that any provision of this Lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

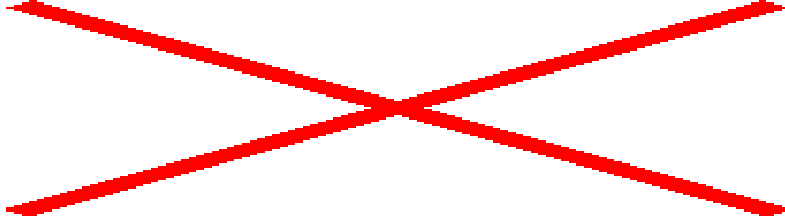
[Remainder of Page Intentionally Left Blank]

The undersigned have caused this Lease to be executed by their duly authorized representatives to be effective as of the date first set forth above.

|                                                          |             |
|----------------------------------------------------------|-------------|
| <b><u>LANDLORD</u></b>                                   |             |
|                                                          |             |
|                                                          |             |
|                                                          |             |
|                                                          |             |
| By:                                                      |             |
| Name:                                                    |             |
| Title:                                                   |             |
| Date:                                                    |             |
| Address:                                                 |             |
|                                                          |             |
|                                                          |             |
| Facsimile:                                               |             |
|                                                          |             |
|                                                          |             |
| <b><u>TENANT</u></b>                                     |             |
|                                                          |             |
| <b>RAWBAR, LLC,</b><br>an Iowa limited liability company |             |
|                                                          |             |
|                                                          |             |
| By:                                                      | Sid Rognoni |
| Name:                                                    |             |
| Title:                                                   | Owner       |
| Date:                                                    |             |
| Address:                                                 |             |
|                                                          |             |
|                                                          |             |
| Facsimile:                                               |             |

Exhibit A

Alterations and Improvements to Premises



City of Davenport

Agenda Group: Finance  
Department: Information Technology  
Contact Info: Rob Henry 563-326-7791  
Wards: 4

**Action / Date**  
**FIN3/2/2016**

Subject:  
Resolution approving a Tower Access and Facility Lease with SpeedConnect LLC. [Ward 4]

Recommendation:  
Adopt the resolution.

Relationship to Goals:  
Financially Responsible City Government

Background:  
The City has certain properties with public safety communication towers. Wireless communication companies desire to use these towers to provide wireless communication services to residents and businesses in the city. The City proposes to lease to SpeedConnect a 3' x 3' concrete ground space for an equipment cabinet near the tower located at 1735 West Pleasant Street (Fire Station 6). SpeedConnect further intends to attach to the existing tower, equipment antennas for the purpose of operating a broadband communications system. In exchange, SpeedConnect will pay rent of \$1,000 per month for five years, with three five-year extensions and a 15% rate increase per extension.

Under Iowa law, any lease of municipal property exceeding three years requires a public hearing. The required public hearing is scheduled for Wednesday, March 2, 2016 prior to consideration of this resolution.

**ATTACHMENTS:**

| Type                | Description              |
|---------------------|--------------------------|
| ▣ Resolution Letter | Speedconnect Resolution  |
| ▣ Backup Material   | Speedconnect Tower Lease |
| ▣ Backup Material   | Speedconnect Diagram     |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                |
|-------------------|-----------------------|----------|---------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:21 PM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:21 PM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 2:50 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Gordon:

RESOLVED by the City Council of the City of Davenport.

Resolution approving a Tower Access and Facility Lease with SpeedConnect LLC

WHEREAS, the City of Davenport desires to lease available public safety communication tower space; and

WHEREAS, SpeedConnect LLC desires to lease space for purposes of providing wireless broadband communication services; and

WHEREAS, the use of underutilized space on the communications tower at 1735 West Pleasant Street (Fire Station 6), in exchange for a \$1,000 monthly rent payment benefits the City, SpeedConnect customers, and all Davenport citizens; and

WHEREAS, a lease has been written that provides such an arrangement with conditions agreeable to both parties.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said lease is hereby approved and agreed to under such conditions.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, City Clerk

## **Tower Access and Facility Lease**

THIS LEASE ("**Lease**") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between City of Davenport in the city of Davenport, Iowa ("**Owner**"), and **SpeedConnect, LLC**, a Michigan Limited Liability Company, whose address is 455 North Main Street, Frankenmuth, MI 48734 ("**SpeedConnect**").

WITNESSETH:

**Leased Premises.** Owner hereby leases to SpeedConnect, and SpeedConnect hereby leases from Owner, upon the terms and subject to the conditions contained herein, tower space located at 1735 West Pleasant Street ("Tower Facilities") to attach its Antenna Facilities (as hereinafter defined), together with access to electricity and other utility facilities required for operation of its Antenna Facilities (collectively, the "**Leased Premises**"). The parties acknowledge and agree that SpeedConnect intends to locate at and attach to the Leased Premises a broadband communications antenna and associated cables, wires, base station, electrical and other associated equipment (collectively, the "**Antenna Facilities**"). Owner hereby grants to SpeedConnect reasonable access to the Leased Premises for purposes of installation, maintenance, operation, modification, relocation and removal of the Antenna Facilities.

**2. Term.** The initial term ("**Initial Term**") of this Lease shall be for a period of (5) years, commencing on the date that the last of the Conditions Precedent (as hereinafter defined) are satisfied (the "**Commencement Date**").

**3. Renewal.** This Lease shall be automatically renewed and extended for three (3) additional five (5) year periods following the Initial Term (each an "**Extension Term**") upon the same terms and conditions as set forth herein, except that rent shall be increased by fifteen percent (15%) of the rent paid over the preceding term, unless SpeedConnect notifies Owner, in writing, of its election not to renew and extend this Lease at least 60 days prior to the expiration of the Initial Term or any such Extension Term. (The Initial Term and all Extension Terms are collectively referred to herein as the "**Term**").

**4. Rental.** Commencing on the 1<sup>st</sup> day of each month after equipment has been installed and is operational and for the duration of the Term, SpeedConnect shall pay Owner monthly rental of a rate of \$1,000 monthly fee. If this Lease commences or terminates on a day other than the first or last day of the month, respectively, the rent for any such partial month shall be prorated based upon the number of days in such month during which this Lease shall be in effect.

**5. Conditions Precedent.** This Lease is expressly contingent and conditioned upon the satisfaction of the following express conditions precedent (the "Conditions Precedent"):

- a. SpeedConnect obtaining, at its own expense, and being satisfied in its sole and absolute discretion, with a tower analysis documentation of (i)

antenna load; (ii) antenna size; (iii) transmission line direction; and (iv) wind loading, (v) installing on Owner's tower a three or four sector antenna array, electronics, cabling, attachment bracketing and support, three point-to-point four foot microwave antenna, electronics, cabling, attachment bracketing and support and with Owners tower base facility associated electronics in one standardized self-standing electronics rack enclosure; and

b. SpeedConnect obtaining at its expense all consents, approvals, and permits required of all state, federal and local governmental agencies to operate the Antenna Facilities at the Leased Premises;

---provided, however, notwithstanding anything contained herein to the contrary, if for any reason any of the foregoing Conditions Precedent are not fully satisfied within ninety (90) days following the execution of this Lease, then in such event this Lease shall thereupon be null and void ab initio, without any obligation by SpeedConnect to pay any rent, penalty or other amounts to Owner.

**6. Possession.** SpeedConnect shall take possession of the Leased Premises upon satisfaction of the Condition Precedent.

**7. Use of the Premises.**

a. SpeedConnect may use the Leased Premises for the installation, operation and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the ground storage of related equipment in accordance with the terms of this Lease and will require 24 hour access for outage or emergency situations.

b. SpeedConnect shall be responsible for any damage done to the Leased Premises or to utilities, any property, transmission, reception or operations of the Owner or any other Tenants, caused by SpeedConnect or its agents, during installation and/or during operations, maintenance, alteration, relocation and/or removal of all or any part of the Antenna Facilities. Any such damage done shall be repaired or replaced as soon as reasonably possible, but in no event later than within thirty (30) days (or if not repairable within thirty (30) days SpeedConnect shall have failed to commence repair work or have failed to cause it thereafter to be diligently prosecuted to completion) at SpeedConnect's expense. If SpeedConnect fails to make said repairs within such period of time, Owner may perform all repairs which may be necessary and add the amount of said cost to the rent due hereunder on the first day of the month following the date of repairs; and such cost of repairs shall be and constitute a part of the rent together with the rent above provided for herein.

c. SpeedConnect shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety), if applicable, in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Leased

Premises. Owner agrees to reasonably cooperate with SpeedConnect in obtaining any federal licenses and permits required for or substantially required by SpeedConnect's use of the Leased Premises.

d. Upon termination of this Lease, if requested to do so by the Owner, SpeedConnect shall remove, at its own expense, the Antenna Facilities and all support structures that are not shared or used by another user from the Leased Premises. Such removal shall be done in a workmanlike and careful manner and without interference or damage to the Leased Premises, or any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by the Owner or any of the Owner's assignees or lessees, in full compliance with all obligations described in paragraph 7b above.

e. The Owner reserves the right to install additional bracketing material or similar structural supports to allow for the co-location of other lessees' antenna or similar radiating or broadcasting equipment. The Owner agrees, as a precondition to any such additional installation, to provide all reasonable and necessary assurances to SpeedConnect that such co-location will not disturb, disrupt or cause harm to SpeedConnect's Antenna Facilities.

f. SpeedConnect will use commercially reasonable efforts to not cause any harmful interference with Owner's or other tenants' existing uses. Owner will require the same non-harmful interference provisions in all of its agreements with other co-located tenants.

**8. Equipment Upgrade.** SpeedConnect may update or replace their Antenna Facilities from time to time. SpeedConnect shall submit to the Owner a detailed proposal for any such replacement Antenna Facilities and any supplemental materials as may be requested for Owner evaluation and approval. Any such upgrade or replacement shall be subject to the provisions of paragraph 7b above.

**9. Maintenance.**

a. SpeedConnect shall, at its own expense, maintain any Antenna Facilities on or attached to the Leased Premises in a reasonably safe condition, in commercially reasonable condition and repair (ordinary wear and tear excepted) and in a manner reasonably suitable to the Owner so as to not unreasonably conflict with the use of or other leasing of the Leased Premises by the Owner. In carrying out its maintenance responsibilities, SpeedConnect shall not unreasonably interfere with the use of the Leased Premises, related facilities or other equipment of other tenants and shall comply with the requirements of paragraph 7b above.

b. SpeedConnect shall have sole responsibility for the maintenance, repair and security of its Antenna Facilities, and shall keep the same in commercially reasonable condition and repair during the Term of this Lease.

c. SpeedConnect shall keep the Leased Premises reasonably free of debris

and anything of a dangerous, noxious, or offensive nature, which would create a hazard or undue vibration, heat, noise, or interference.

d. SpeedConnect shall be allowed 24x7 hour access to the Leased Premises to maintain the Antenna Facilities and perform its obligations under this Agreement.

**10. Utilities.** SpeedConnect will be responsible for obtaining electrical at this location, with a separate metered box.

**11. Taxes.** SpeedConnect shall be responsible for paying all personal property taxes assessed directly upon and arising solely from its own use of the Antenna Facilities on the Leased Premises during the Term of this Lease.

**12. Interference.**

a. SpeedConnect's installation, operation, and maintenance of its Antenna Facilities shall not damage or unreasonably interfere in any way with the Owner's operations or related repair and maintenance activities or with such activities of other tenants of the Leased Premises, nor with the operation of the facilities of any other tenants provided that Owner and such other tenants continue to operate with their existing frequencies and in accordance with all applicable laws and regulations. Owner, at all times during this Lease, reserves the right to take any action it reasonably deems necessary to repair, maintain, alter or improve the Leased Premises in connection with the operations as may be reasonably necessary, including leasing parts of the Leased Premises and surrounding ground space to others, provided that the foregoing shall not damage or interfere with SpeedConnect's installation, operation and maintenance of its Antenna Facilities at the Leased Premises.

b. Owner guarantees to SpeedConnect, Owner's subsequent non-interference with SpeedConnect's communications operations at the Leased Premises.

c. If the Owner receives a request for co-location on the Leased Premises from any other third-party, that it feels could cause interference, it shall submit a proposal complete with all technical specifications reasonably requested by SpeedConnect to SpeedConnect for review for non-interference; however, Owner shall not be required to provide SpeedConnect with any specifications or information claimed to be of a proprietary nature by the third party. The third party shall be responsible for the reasonable cost of preparing technical specifications for its proposed transmission facility. SpeedConnect shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by SpeedConnect to the installation of antennas or transmission facilities pursuant to said proposal. If SpeedConnect gives notice of objection due to interference during such thirty (30) day period and SpeedConnect's objections are verified by Owner to be valid, then Owner shall not proceed with the proposal.

**13. Insurance.** SpeedConnect shall maintain, at its sole cost during the Term of this Lease, commercial general liability insurance insuring SpeedConnect against liability for personal injury, death or damage to personal property arising out of the use of the Leased Premises by SpeedConnect. Such insurance shall provide coverage in an amount not less than three-million dollars (\$3,000,000.00) for property damage. SpeedConnect shall provide Owner with a certificate of insurance evidencing such coverage which states that the carrier has so insured SpeedConnect and that it will not cancel or change any policy of insurance issued to SpeedConnect except after thirty (30) days notice in writing to Owner. Owner shall be added to the policy as an additional insured. The fact that SpeedConnect is required to furnish insurance in accordance with this paragraph or the fact that such insurance is furnished does not and shall not relieve SpeedConnect from its obligations to Owner under the provisions under Paragraph 7(b) or under Paragraph 17 of this Lease. Owner shall insure the Leased Premises and building of which the Leased Premises is a part thereof, as the case may be, against loss or damage under a policy or policies of fire and extended coverage.

**14. SpeedConnect's Property.** All Antenna Facilities installed by SpeedConnect at the Leased Premises shall remain the property of SpeedConnect.

**15. Report of Damage to Owner's Facilities; Environmental Contamination.** SpeedConnect shall make an immediate report to Owner in the event SpeedConnect becomes aware of the occurrence of any damage to the Leased Premises. SpeedConnect, its agents and its contractors shall bring no substances on the Leased Premises which could cause any environmental contamination and shall bring no volatile substances on the Leased Premises.

**16. Maintenance.** The Owner shall maintain the Leased Premises in good order and repair so that it will adequately support all of SpeedConnect's properly engineered and installed Antenna Facilities.

**17. Indemnity.** To the extent permitted by applicable law, Owner and SpeedConnect shall indemnify and hold one another harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss which arise out of the wrongful acts or omissions of such indemnifying party, including liability or loss arising from environmental contamination as provided in Paragraph 18 below. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

**18. Hazardous Substances.** Owner represents and warrants to SpeedConnect that there are no substances, chemicals or wastes (**collectively, "Substance"**) on, about or under the Leased Premises that are identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. SpeedConnect represents and warrants that it will not introduce or use any Substance on the Leased Premises. To the extent permitted by applicable law, each party shall indemnify and hold the other party harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss

which arise from breach of any representation or warranty in this paragraph by such party.

**19. Assignment.** This Lease may be not assigned by SpeedConnect, except (a) with the express prior written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, (b) in connection with the sale of all or substantially all of the assets or business of SpeedConnect to a purchaser which expressly assumes all of the obligations of the assigning party under this Lease, or (c) to a parent, subsidiary or other affiliate of SpeedConnect. Any such permitted assignee must agree in writing to assume all applicable rights and obligations under this Lease.

**20. Condemnation.** If all or substantially all of Owner's property upon which the Leased Premises are located is condemned by an authorized governmental or quasi-governmental authority, this Lease shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. If such a taking occurs, the rent shall be prorated to the date of the taking, and any excess prepaid rent shall be promptly repaid to SpeedConnect.

**21. Default.** If SpeedConnect fails to make any payment of any sum due under this Lease Agreement within thirty (30) days after its due date, or fails to cure a breach by SpeedConnect of any other provision of this Lease Agreement within thirty (30) days after receipt of written notice from Owner, Owner may terminate this Lease Agreement and shall be entitled to any other rights or remedies available at law or in equity. Should Owner fail to cure any breach by Owner of any provision of this Lease Agreement within thirty (30) days after receipt of written notice and demand from SpeedConnect, SpeedConnect may terminate this Lease Agreement and shall be entitled to any other rights or remedies available at law or in equity.

**22. Termination.** SpeedConnect shall have the right to terminate this Lease at any time immediately upon written notice to Owner without further liability to Owner provided that all rents due hereunder through such date have been paid in full if (a) SpeedConnect cannot obtain all certificates, permits, licenses, or other approvals (**collectively "Approvals"**) required from any governmental authority and/or any easements required from any third party to operate its Antenna Facilities at the Leased Premises; (b) such Approvals are canceled, expire, lapse, withdrawn or terminated; (c) Owner fails to hold the legal right to lease the property upon which the Leased Premises are located; or (d) Owner does not have the authority to enter into this Lease under Paragraph 25(b) of this Lease. In addition to the foregoing, if SpeedConnect in its sole discretion determines that it no longer requires the tower site, it may terminate this Lease upon not less than one hundred eighty (180) days' prior written notice to Owner. All rent payments will cease upon termination of the lease. The Owner may terminate this Lease if SpeedConnect ceases operations at the Leased Premises for a period of ninety (90) days, in which event SpeedConnect shall remain liable for ninety (90) days of additional rent from the date SpeedConnect so ceases operations, which shall be Owner's sole remedy and SpeedConnect's sole liability under this Lease resulting from such cessation of operations.

**23. Notices.** All notices to SpeedConnect shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to **455 North Main Street, Frankenmuth, MI 48734, Attention: John Ogren, and to Leigh Ann Spellman, Contracts Manager, 1015 Central Ave Ste C, Kearney, NE 68847** or as otherwise directed in writing by such party or as provided under applicable state law. All notices to Owner shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery addressed to City of Davenport, 226 W 4<sup>th</sup> Street, Davenport, IA 52801, Attention: Chief Information Officer, or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

**24. Compliance with Laws.** Owner represents that the Leased Premises are in compliance with all building life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. SpeedConnect agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by SpeedConnect on the Leased Premises and all of the operations of SpeedConnect within the Leased Premises shall be in compliance with all applicable laws, codes, and regulations. Each party shall indemnify and hold the other party harmless from any and all costs (including, but not limited to, reasonable attorney's fees and court costs) and claims of liability or loss which arise from breach of any representation, warranty or covenant in this paragraph by such party.

**25. Estoppel.** Upon twenty (20) days prior written notice, either party will execute, acknowledge and deliver to the other a statement in writing (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and (b) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective assignee, purchaser or encumbrancer of the Leased Premises or this Lease.

**25. Miscellaneous.**

a. During the Term of this Lease, SpeedConnect shall peaceably and quietly have, hold and enjoy the Leased Premises.

b. Each party represents and warrants that it has full authority to enter into and sign this Lease.

c. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and SpeedConnect.

d. This Lease shall be governed by and construed in accordance with the laws of the State of Iowa and in the jurisdiction and venue of Scott County

e. This Lease may not be amended or modified unless authorized representatives of the Owner and SpeedConnect consent in writing to the amendment or modification.

f. This is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous oral or written agreements and representations between the parties or their representatives. All Exhibits are incorporated by reference.

g. No failure of the Owner to enforce a term or condition of this Lease shall be deemed a waiver of this Agreement, in whole or in part, unless otherwise expressly agreed in a writing signed by an authorized representative of the Owner.

h. Either party's failure to perform any term of this Lease as a result of conditions beyond its reasonable control including, but not limited to, war, strikes, fires, floods, acts of God, terrorism, or governmental restrictions, shall not be deemed a breach of this Lease.

i. SpeedConnect may record a memorandum on the real estate records concerning the existence of this Lease.

See the following page for signatures:

\_\_\_\_\_

SpeedConnect, LLC

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

John A. Ogren

Its: \_\_\_\_\_

Its: CEO

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by

\_\_\_\_\_

Notary Public signature

Notary Public printed, \_\_\_\_\_

State of \_\_\_\_\_, in the County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_.

SPEEDCONNECT LLC:

STATE OF MICHIGAN,

COUNTY OF SAGINAW

This instrument was acknowledged before me on \_\_\_\_\_, 2015, by  
John A. Ogren, CEO of SpeedConnect LLC.

Notary Public signature, \_\_\_\_\_,

Notary Public printed, \_\_\_\_\_

State of Michigan, County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_.

## **EXHIBIT A**

Tower Facility location and equipment details:

Tower facility located at \_\_\_\_\_

Coordinates \_\_\_\_\_

Base rent on the Commencement Date shall be \$\_\_\_\_\_ - SpeedConnect to occupy one rack of space inside ground facility operated and managed by

\_\_\_\_\_

SpeedConnect shall have 24/7 access to facility.

Tower Space of:

**A.** \_\_\_\_\_

**B.** \_\_\_\_\_

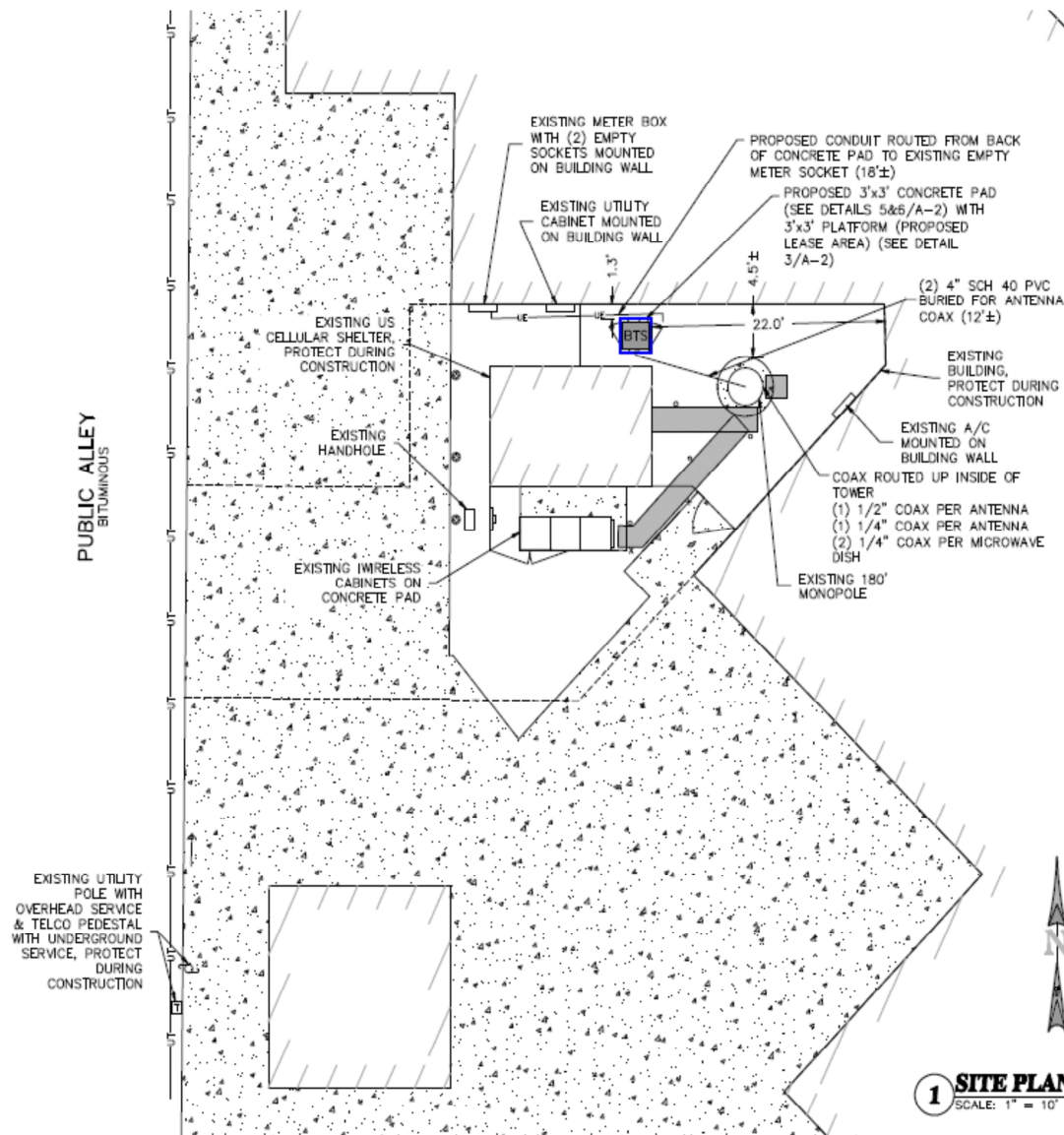
**C.** \_\_\_\_\_

# **LEGEND**

|  |                       |
|--|-----------------------|
|  | LEASE LINE            |
|  | EASEMENT LINE         |
|  | UNDERGROUND TELEPHONE |
|  | UNDERGROUND ELECTRIC  |
|  | FENCE                 |
|  | BUILDING              |
|  | ICEBRIDGE             |
|  | BOLLARD               |
|  | TELEPHONE PEDESTAL    |
|  | CONCRETE SURFACE      |
|  | GRAVEL SURFACE        |

## **NOTES**

1. CONTRACTORS TO PROTECT EXISTING EQUIPMENT & UTILITIES NOT MENTIONED FOR REMOVAL DURING CONSTRUCTION.



**1 SITE PLAN**  
SCALE: 1" = 10'



Old Engineering & Professional Land Surveying  
ROCK ISLAND, IL 61201  
(C) 309-397-9988  
(F) 309-758-5540  
DESIGN FIRM REGISTRATION NUMBER 164-005864

**PRELIMINARY**

PROJECT MANAGER



APPLICANT:



DRAWN BY: CHK BY: APV BY:  
DHS BCH DME

SITE NAME:

**FIRESTATION 6**

SPEEDCONNECT SITE NUMBER:

**FIRESTATION 6**

REVISIONS:

| REV. | DATE     | DESCRIPTION     |
|------|----------|-----------------|
| 1    | 11/27/16 | ANTENNA HEIGHTS |
| 2    |          |                 |
| 3    |          |                 |
| 4    |          |                 |
| 5    |          |                 |

DRAWING TITLE:

**SITE PLAN**

DRAWING NUMBER:

**A-1**

JOB NUMBER:

150702

City of Davenport

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

**Action / Date**  
**FIN3/2/2016**

**Subject:**

Motion approving a three-year collective bargaining agreement between the City of Davenport and the Union of Professional Police Inc. (UPPO). [All Wards]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Supporting talent and financially responsible City government.

**Background:**

The City and the UPPO have successfully agreed to a three-year contract, with a term beginning on July 1, 2016. The UPPO has voluntarily agreed to General Wage Increases of 2.0% on July 1, 2016; 2.0% on July 1, 2017; and 2.5% on July 1, 2018. Both parties also agreed to the implementation of a Physical Fitness Program that will encourage each member to attain and maintain a level of medical and physical fitness that may lower his or her risk of suffering from adverse health conditions.

**ATTACHMENTS:**

| Type         | Description             |
|--------------|-------------------------|
| ▣ Cover Memo | Upp Tentative Agreement |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                 |
|-------------------|-----------------------|----------|----------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 11:45 AM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 11:45 AM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 1:07 PM  |

**City of Davenport and Union of Professional Police Inc. Tentative Agreement  
July 1, 2016 – June 30, 2019**

**Compensatory Time**

Increased the number of compensatory hours each employee may accumulate from 80 to 86 and increased the number of compensatory hours employees may elect to carry over from 40 to 43.

**Salaries – General Wage Increases**

| Effective Date | Percentage |
|----------------|------------|
| 7/1/2016       | 2.0%       |
| 7/1/2017       | 2.0%       |
| 7/1/2018       | 2.5%       |

**Group Insurance.**

The employee health monthly health insurance premiums increase 5% on January 1, 2019:

Single = \$34.07

Employee +1 = \$59.62

Family = \$85.18

**Uniform Allowance**

The City will make available to employees combat medical supplies as needed at no cost to the employee. Combat medical supplies shall include shears, compression bandages, and tourniquets. The uniform allowance will increase \$50 on 7/1/2017 and 7/1/2018.

**Allowance for Personal Items.**

In the event of the loss or destruction of, or damage to personal items of the employee, in the performance of their official duties, an employee shall be reimbursed for same for repair or replacement of the urban rifle up to \$1,000 and shotgun up to \$500.

**Tuition Reimbursement**

Increased the maximum annual tuition reimbursement from \$2,000 to \$3,000.

**Fitness Program**

Parties agree to a voluntary fitness program. Employees who complete steps 1 and 2 of the program will receive a \$500 incentive. In addition, employees will receive an incentive of 1% of the step 2 police officer annual rate for passing the Fitness Standards portion of the program.

Parties agree to a Fitness Program committee to finalize program details.

**Step 1: BLOOD PANEL** – if any results are abnormal, a consultation with a nurse/doctor will be required.  
[Performed approximately 2 weeks prior to Physical Exam]

A. Glucose

Glucose in adequate levels is essential for all normal body functions.

B. Lipid Tests

A full lipid panel is a critical component of the laboratory testing profile for the Wellness/Fitness Initiative.

1. Total Cholesterol
2. Low Density Lipoprotein Level (LDL)
3. High Density Lipoprotein Level (HDL)
4. Total Cholesterol/HDL Ratio

C. Triglycerides

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

A. Vital Signs

1. Height
2. Weight
3. BP
4. Temperature
5. Heart Rate
6. Respirations
7. Waist Circumference
8. Body Mass Index
9. Body Fat %

B. Cardiovascular(CV)

The exam must include assessments of pulse (rate, regularity, and volume); seated BP, auscultation of the heart and major arteries.  
Resting ECG.

**Step 3: FITNESS STANDARDS**

*It is jointly understood that this threshold should be challenging enough to encourage routine participation in fitness activities while not being so challenging to discourage members from participating in the initiative.*

**Iowa Law Enforcement Academy Standards**

| Males            |       |       | Age   |       |       |
|------------------|-------|-------|-------|-------|-------|
|                  | 20-29 | 30-39 | 40-49 | 50-59 | 60 +  |
| Sit & Reach      | 16.5  | 15.5  | 14.3  | 13.3  | 12.5  |
| 1 Minute Sit-up  | 38    | 35    | 29    | 24    | 19    |
| 1 Minute Push-up | 29    | 24    | 18    | 13    | 10    |
| 1.5 Mile Run     | 12:51 | 13:36 | 14:29 | 15:26 | 16:43 |
|                  |       |       |       |       |       |
| Females          |       |       | Age   |       |       |
|                  | 20-29 | 30-39 | 40-49 | 50-59 | 60 +  |
| Sit & Reach      | 19.3  | 18.3  | 17.3  | 16.8  | 15.5  |
| 1 Minute Sit-up  | 32    | 25    | 20    | 14    | 6     |
| 1 Minute Push-up | 15    | 11    | 9     | * 12  | * 5   |
| 1.5 Mile Run     | 15:26 | 15:57 | 16:58 | 17:54 | 18:44 |

City of Davenport

Agenda Group: Finance  
Department: Public Works - Fleet  
Contact Info: Jon Meeks - 326-7922  
Wards: All

**Action / Date**  
**FIN3/2/2016**

**Subject:**

Motion awarding the purchase of two refuse truck bodies to Elliot Equipment Company of Davenport, IA in the amount of \$156,322 with trades. [All Wards]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Financially Responsible City Government.

**Background:**

A Request for Proposals was issued on December 17, 2015 and sent to 111 vendors. On January 13, 2016 the Purchasing Division 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 and brand - 10%.

Elliot Equipment Company was the highest scoring firm for the refuse truck bodies and is recommended the for award.

Funding for this purchase is from CIP account 10503 with an available balance of \$832,939. The source of funding is G. O. Bonds.

**ATTACHMENTS:**

| Type            | Description    |
|-----------------|----------------|
| Backup Material | Bid Tabulation |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                |
|-------------------|-----------------------|----------|---------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:54 PM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:54 PM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 2:55 PM |

CITY OF DAVENPORT, IOWA  
PROPOSAL TABULATION

DESCRIPTION: TWO REFUSE COLLECTION TRUCK BODIES  
RFP NUMBER: 16-52  
OPENING DATE JANUARY 13, 2016  
RECOMMENDATION: AWARD THE PURCHASE TO ELLIOT EQUIPMENT COMPANY  
OF DAVENPORT, IA.

| <u>VENDOR NAME</u>             | <u>LOCATION</u> |
|--------------------------------|-----------------|
| ELLIOT EQUIPMENT COMPANY       | DAVENPORT, IA   |
| HOGLUND BUS AND TRUCK          | MONTICELLO, MN  |
| MID-IOWA SOLID WASTE EQUIPMENT | JOHNSTON, IA    |
| THOMPSON TRUCK AND TRAILER     | DAVENPORT, IA   |
| TRUCK COUNTRY OF IOWA          | DAVENPORT, IA   |
| TWIN BRIDGES TRUCK CITY        | DAVENPORT, IA   |

Prepared By Cindy Whitaker  
Purchasing

Approved By Nicole Gleason 2-25-16  
Department Director

Approved By Mallory Herritt  
Budget/CIP

Approved By BR  
Finance Director

City of Davenport

Agenda Group: Finance  
Department: Public Works - Fleet  
Contact Info: Jon Meeks - 326-7922  
Wards: All

**Action / Date**  
**FIN3/2/2016**

**Subject:**

Motion awarding the purchase of two refuse truck chassis to Thompson Truck and Trailer of Davenport, IA in the amount of \$167,760. [All Wards]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Financially Accountable City Government.

**Background:**

A Request for Proposals was issued on December 17, 2015 and sent to 111 vendors. On January 13, 2016 the Purchasing Division 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 and brand - 10%.

Thompson Truck and Trailer was the highest scoring firm for the chassis and is recommended for the award.

The funding for this purchase is from CIP account 10503 with an available balance of \$832,939. The source of funding is G. O. Bonds.

**ATTACHMENTS:**

| Type            | Description    |
|-----------------|----------------|
| Backup Material | Bid Tabulation |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                |
|-------------------|-----------------------|----------|---------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:56 PM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:56 PM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 3:19 PM |

CITY OF DAVENPORT, IOWA  
PROPOSAL TABULATION

DESCRIPTION: TWO REFUSE COLLECTION TRUCK CHASSIS

RFP NUMBER: 16-52

OPENING DATE JANUARY 13, 2016

RECOMMENDATION: AWARD THE PURCHASE TO ELLIOT EQUIPMENT COMPANY  
OF DAVENPORT, IA.

| <u>VENDOR NAME</u>             | <u>LOCATION</u> |
|--------------------------------|-----------------|
| THOMPSON TRUCK AND TRAILER     | DAVENPORT, IA   |
| HOGLUND BUS AND TRUCK          | MONTICELLO, MN  |
| MID-IOWA SOLID WASTE EQUIPMENT | JOHNSTON, IA    |
| ELLIOT EQUIPMENT COMPANY       | DAVENPORT, IA   |
| TRUCK COUNTRY OF IOWA          | DAVENPORT, IA   |
| TWIN BRIDGES TRUCK CITY        | DAVENPORT, IA   |

Prepared By Cindy Whitaker  
Purchasing

Approved By Nicole McLeason 2-25-16  
Department Director

Approved By Mallory McLeason  
Budget/ZIP

Approved By Ben  
Finance Director

City of Davenport

Agenda Group: Finance  
Department: Public Works - Fleet  
Contact Info: Jon Meeks - 326-7922  
Wards: All

**Action / Date**  
**FIN3/2/2016**

**Subject:**

Motion awarding the purchase of two Police Department 4WD sport utility vehicles to Junge Center Point of Center Point, IA in the amount of \$60,450. [All Wards]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Financially Responsible City Government.

**Background:**

A Request for Bids was issued on January 26, 2016 and was sent to 54 vendors. On February 17, 2016 the Purchasing Division opened and received two responsive and responsible bids.

This purchase will replace two police vehicles currently in use.

Funding for this purchase is from account 54912540-30302 with an available balance of \$85,378. The source of funding is from Local Option Sales Tax.

**ATTACHMENTS:**

| Type              | Description    |
|-------------------|----------------|
| ▢ Backup Material | Bid Tabulation |

**REVIEWERS:**

| Department        | Reviewer              | Action   | Date                |
|-------------------|-----------------------|----------|---------------------|
| Finance           | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:48 PM |
| Finance Committee | Watson-Arnould, Kathe | Approved | 2/25/2016 - 2:48 PM |
| City Clerk        | Admin, Default        | Approved | 2/25/2016 - 2:50 PM |

CITY OF DAVENPORT, IOWA  
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: TWO POLICE DEPT. SUVS  
BID NUMBER: 16-51  
OPENING DATE FEBRUARY 17, 2016  
RECOMMENDATION: AWARD THE PURCHASE TO JUNGLE CENTER POINT, OF  
CENTER POINT, IA

| <u>VENDOR NAME</u>  | <u>LOCATION</u>  | <u>AMOUNT</u> |
|---------------------|------------------|---------------|
| JUNGLE CENTER POINT | CENTER POINT, IA | \$60,450.00   |
| COURTESY FORD       | DAVENPORT, IA    | \$61,137.56   |

Prepared By Cindy Whitaker  
Purchasing

Approved By Nicole Weason 2-25-16  
Department Director

Approved By Mallory Merritt  
Budget/CIP

Approved By BR  
Finance Director