

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, February 4, 2015; 5:30 PM

Council Chambers, City Hall

REVISION #2 FEBRUARY 3, 2015

I. Moment of Silence

II. Pledge of Allegiance

Ald. Matson

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development Committee

1. Public Hearing for the purpose of considering an amendment to the Downtown Urban Renewal Area plan.
2. Public Hearing for the resolution to approve an economic development agreement for assistance to Riverwatch LLC
3. Public Hearing on the proposed conveyance of the following property: Ward 3 Parcel G0056-09 & G0056-11, which has the address of 501-513 W. 5th Street, to Petitioner Newbury Living, doing business at 501 Brady Associates, L.P., or their assignees.

B. Public Works Committee

1. Public hearing on the plans, specifications, forms of contract and estimated cost for the FY2015 Fulton Court Storm Sewer Separation Project, CIP Project #10143. *[Ward 5]*

VII. Presentations

A. Appointments

Sustainable Environment Methods & Technology Advisory Commission
Clifford D. Day (fills a vacancy)

Plan & Zoning Commission
Barbara Maness

VIII. Recess to Standing Committees

COMMUNITY DEVELOPMENT COMMITTEE

MEMBERS: Bill Boom, Chairman; Jason Gordon, Vice Chairman; Gene Meeker; Mike

Matson; Kerri Tompkins

I. PRESENTATIONS

II. COMMUNITY DEVELOPMENT COMMITTEE AGENDA

1. Second Consideration: Ordinance for Case No. REZ14-13, petition of Kwik Shop, Inc., to rezone the property located at 1918 Bridge Avenue from "R-4", Moderate Density Residential District to "C-1", Neighborhood Shopping District, to accommodate expansion of the existing Kwik Shop facility. (5th Ward)
2. Third Consideration: Ordinance for Case No. ROW14-05 being the petition of the City of Davenport for the right-of-way vacation (abandonment) 9,942 square feet, more or less, of a cul-de-sac at the terminus of Sheridan Street located north of 55th Street to be incorporated into the development of the adjacent property. (City of Davenport, petitioner) *[8th Ward]*
3. Resolution amending the Plan for the Downtown Urban Renewal Area.
4. Resolution approving an economic development agreement for assistance to Riverwatch LLC
5. Resolution authorizing the Mayor to execute documents necessary to convey the following property: Ward 3 Parcel G0056-09 & G0056-11, which has the address of 501-513 W. 5th Street, to Petitioner Newbury Living, doing business as 501 Brady Associates, L.P., or their assignees.
6. Resolution approving Case No. F14-13 being the final plat of Terrace Ridge Park Eighth Addition, which is located at the northwest corner of Utica Ridge Road and Crow Creek Road. *[6th Ward]*
7. Resolution approving Case No. F15-01 being the final plat of Terrace Ridge Park Ninth Addition, which is located west of the terminus of Market Square Circle, which is west of Utica Ridge Road. *[6th Ward]*
8. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing, L.L.C., petitioner).
9. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady Project (501 Brady Associates, L.P., petitioner).
10. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady Project (601 Brady Associates, L.P., petitioner).

III. ANY OTHER BUSINESS

PUBLIC SAFETY COMMITTEE

MEMBERS: Mike Matson, Chairman; Kerri Tompkins, Vice Chairman; Barney Barnhill; Ray Ambrose; Jason Gordon

I. PRESENTATIONS

II. PUBLIC SAFETY COMMITTEE AGENDA

1. Third Consideration: Ordinance amending subsection 5.10.105(C) of the Davenport

Municipal Code to exempt neighborhood markets from the distance separation requirements

2. First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Glaspell St in front of the residences at 2617 and 2624 Glaspell St. *[Ward 1]*
3. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor events.
4. Motion approving beer and liquor license applications.

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

Ward 5

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

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

Ward 1

Sub Express and Gas (Janki Food Mart Inc.) - 4307 West Locust Street - License Type: E Liquor

Ward 3

Antonella's Trattoria Ristorante (Antonella's Trattoria Ristorante Inc.) - 112 West 3rd Street - License Type: C Liquor

1st Stop (Lila LLC) - 1139 Brady Street - License Type: C Beer - B Wine

Kong's Thai Bistro (Kong's Thai Bistro LLC) - 510 Brady Street - License Type: C Liquor

Quad Cities Convention and Visitors Bureau (QCCVB) - 102 South Harrison Street - Outdoor Area - License Type: Native Wine

Rhythm City Casino (RC Casino LLC) - 101 West River Drive - Outdoor Area - License Type: C Liquor - B Wine

Tappa's Steak House (Big Tap Productions Inc.) - 1620 Rockingham Road - License Type: C Liquor

Ward 4

The Pour House (Boss Lady Inc.) - 1502 West Locust Street - Outdoor Area - License Type: C Liquor

Ward 5

Brady Mart Food and Liquor (Midwest Stores LLC) - 3107 Brady Street - License Type: E Liquor - B Wine - C Beer

Kwik Shop No 588 (Kwik Shop Inc.) - 1136 East Locust Street - License Type: E Liquor
- C Beer

Stadium Club (Si's Inc.) - 2828 Brady Street - License Type: C Liquor

5. Motion approving noise variance request(s) for various events on the listed dates at the listed times. **COMMITTEE ACTION ONLY**

III. ANY OTHER BUSINESS

PUBLIC WORKS COMMITTEE

MEMBERS: Ray Ambrose, Chairman; Rick Dunn, Vice Chairman; Bill Edmond; Jeff Justin; Gene Meeker

I. PRESENTATIONS

II. PUBLIC WORKS COMMITTEE AGENDA

1. Third Consideration: Ordinance amending Chapter 16.28.060(A) entitled "Improvements - Sewers" of the Municipal Code of Davenport, Iowa, by amending Section 16.28.060(A) thereto establishing the authority to allow the City to collect compensation for televising services performed in the process of sanitary sewer acceptance. *[All Wards]*
2. Resolution approving the plans, specifications, forms of contract and estimated cost for the FY2015 Fulton Court Storm Sewer Separation Project, CIP Project #10143. *[Ward 5]*
3. Resolution approving the utility extension agreement between the City of Davenport and MidAmerican Energy in the amount of \$57,377.89 for the EIIC Transload Facility Construction Project, CIP Project #10325. *[Ward 8]*
4. Resolution of acceptance for Phase III of the West Side Diversion Tunnel Project, CIP Project #10477. *[Ward 2]*
5. Motion authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration and authorizing the Mayor to sign.
6. Motion approving Change Order #7 to the existing contract with McClure Engineering Company of Clive, IA in the amount of \$30,000.00 for the Davenport Municipal Airport Runway 3/21 Reconstruction to, CIP Project #10262. *[Ward 8]* **COMMITTEE ACTION ONLY**
7. Motion approving a contract for the Modern Woodmen Park Concourse Deck Expansion to Swanson Construction of Bettendorf, IA in the amount of \$803,027.

III. ANY OTHER BUSINESS

FINANCE COMMITTEE

MEMBERS: Jeff Justin, Chairman; Bill Edmond, Vice Chairman; Barney Barnhill, Bill Boom, Rick Dunn

I. PRESENTATIONS

II. FINANCE COMMITTEE AGENDA

1. First Consideration: An Ordinance providing for the sale and issuance of \$19,325,000 General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same. *[All Wards]*

STAFF RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON FIRST CONSIDERATION:

- a. Motion to suspend the rules.
 - b. Motion approving second and third considerations.
2. Resolution setting a public hearing regarding the conveyance of four tracts of city-owned property fronting 4th Street in the 100 East block of said Street (General Services Administration and RSL, Petitioners) *[Ward 3]*
 3. Resolution setting a public hearing regarding the conveyance of 7,000 square feet more or less of city owned property namely an unimproved platted east-west alley south of Rockingham Road and west of Stark Street (Sherri Blessing and K&C Properties, LLC, Petitioners) *[Ward 3]*
 4. Motion setting a Public Hearing for the FY 2016 Operating Budget, FY 2016 Capital Improvement Plan, and the FY 2016-2021 Capital Improvement Program for February 18, 2015. *[All Wards]*
 5. Motion approving the collective bargaining agreement for Teamsters Local Union #238. *[All Wards]*
 6. Motion authorizing staff at the Water Pollution control Plant to proceed with the bottom end overhaul of generator engine #2 by Altorfer, Inc. in the estimated amount of \$171,631.
 7. Motion to approve the purchase of a dump truck chassis to Thompson Truck & Trailer of Davenport, IA in the amount of \$87,711.24 with trade. (All Wards)
 8. Motion approving the purchase of an endloader with a wing plow to Martin Equipment of Illinois, Inc. of Rock Island, IL in the amount of \$162,075. (All Wards)

III. ANY OTHER BUSINESS

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

1. Tech Logic Corp., Inc. - Annual maintenance agreement for autosorters at Main Library - Amount: \$16,100.

IX. Reconvene Committee of the Whole

X. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to vote at Committee of the Whole on the resolutions below.
2. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing, L.L.C., petitioner).
3. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady Project (501 Brady Associates,

L.P., petitioner).

4. Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady Project (601 Brady Associates, L.P., petitioner).

XI. Approval of Discussion and Consent Agenda

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Committee: Council
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: All

Action / Date
2/4/2015

Subject:
Ald. Matson

Relationship to Goals:

Background:

City of Davenport

Committee: Community Development
Department: Community Planning & Economic Development
Contact Info: Bruce Berger, 32607769
Wards: 3

Action / Date
CD2/4/2015

Subject:

Public Hearing for the purpose of considering an amendment to the Downtown Urban Renewal Area plan.

Relationship to Goals:

Added emphasis on economic development.

Background:

The public hearing invites comments on the amendment of the Downtown Urban Renewal Area plan. The purpose for the amendment is to allow tax increment financing to be used to support the demolition of the old Howard Johnson hotel and redevelopment as Riverwatch Place.

The original Downtown URA was established in 1979 to promote economic development in the Downtown area. This plan has been amended periodically to either extend the boundaries or to include new projects in the downtown area. The Downtown URA plan is being amended at this time to include projects approved in 2014 as well as to include the new Riverwatch Place project.

Per Chapter 403.5 of the Iowa code, a consultation meeting was held on January 20th for representatives from the taxing jurisdictions. The Notice of Public Hearing was published in the Quad City Times on January 23, 2015.

ATTACHMENTS:

Type	Description
□ Backup Material	Downtown URA Amendment
□ Backup Material	Downtown URA Public Hearing Notice

CITY OF DAVENPORT, IOWA
URBAN RENEWAL PLAN AMENDMENT
DOWNTOWN URBAN RENEWAL AREA

January 21, 2015

The Urban Renewal Plan (the “Plan”) for the Downtown Urban Renewal Area (the “Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

- 1) **Identification of New Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following described project descriptions:

A) Name of Project: Riverwatch Place

Cost: \$5,257,098

Rationale: The City will use TIF funds to reimburse the developer 60% of the incremental taxes of their development for fifteen years. Reimbursement is estimated to be \$5,257,098.

2) Identification of Previous Projects:

B) Name of Project: The Dock

Cost: \$3,600,000

Rationale: The City will use TIF funds to reimburse the developer 75% of the incremental taxes of their development for fifteen years. Reimbursement is estimated to be \$3,600,000.

C) Name of Project: City Square

Cost: \$25,900,000

Rationale: The City shall issue to the developer a TIF note in the amount of \$15,000,000. The TIF note shall bear interest at the rate of 6.0% The total principal and interest payments anticipated during the TIF period will be approximately \$25.9 million. Any principal and interest in excess of this amount shall not be the responsibility of the City.

D) Name of Project: Renwick 2

Cost: \$1,067,965

Rationale: The City shall issue a loan to the developer to outfit the commercial space of the Renwick building.

E) Name of Project: MDI

Cost: \$78,930

Rationale: The City shall issue to the developer a rebate of 100% of the incremental taxes of their development for two years. Reimbursement is estimated to be \$78,930.

- 2) **Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa.

Outstanding general obligation debt of the City: \$200,100,000

Remaining Constitutional debt capacity of the City: \$101,681,943

Proposed debt to be incurred in the Urban Renewal Area: \$5,257,098

NOTICE OF PUBLIC HEARING ON PROPOSED DOWNTOWN
URBAN RENEWAL PLAN AMENDMENT

Notice Is Hereby Given: That at 5:30 o'clock p.m., at City Council Chambers on the first floor of City Hall, 226 W. 4th Street, Davenport, Iowa, on the 4th day of February, 2015, there will be conducted a public hearing on the question of amending the Downtown Urban Renewal Area Plan, pursuant to Chapter 403, Code of Iowa, by including the following project:

- 1) Riverwatch Place: 227 LeClaire St, Davenport, IA 52801

A copy of the proposed amendment is on file for public inspection in the office of the City Clerk.

The proposed amendment to the urban renewal plan brings the property described above under the plan and makes it subject to the provisions of the plan.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Jackie Holecek
Deputy City Clerk

City of Davenport

Committee: Community Development
Department: Community Planning & Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
CD2/4/2015

Subject:

Public Hearing for the resolution to approve an economic development agreement for assistance to Riverwatch LLC

Relationship to Goals:

Added emphasis on economic development

Background:

RiverWatch Place is a new development that will be built on the site of the old Howard Johnson's Hotel at 227 LeClaire St. Long an eyesore of the downtown gateway, the old hotel will be demolished, and a new six-story, missed-used Class A office building will be built in its place. This will include first floor commercial/retail use and while the top floor will include restaurant space reminiscent of the former Davenport Club. The development team includes a partnership of Bush Construction, NAI Ruhl Commercial Co, attorney John Carroll and BLDD Architects. The anticipated cost of the project is \$25 million.

To support this development, the proposed City assistance is reimbursement of a maximum of 60% of the property taxes paid that are available to the City based upon the value of the new construction. As required by Iowa Code, a public hearing is required prior to the approval of an economic development agreement where the City will incur debt. In this case, the maximum debt is the City's obligation for a rebate of property taxes of approximately \$5,257,098 over a 15 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved property. The details of this financial assistance will be established and certified in an economic development agreement between the Developer and the City.

ATTACHMENTS:

Type	Description
□ Backup Material	Public Notice of Riverwatch EDA

NOTICE OF PUBLIC HEARING ON
PROPOSED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DAVENPORT AND RIVERWATCH LLC IN THE DOWNTOWN
URBAN RENEWAL AREA

The City Council of the City of Davenport, Iowa will meet as the Committee-of-the-Whole in the Council Chambers on the 4th day of February, 2015 at 5:30 P.M., at which time and place a public hearing on the potential Economic Development Agreement between the City of Davenport, Iowa and Riverwatch LLC will be held. The proposed Economic Development Agreement is for the construction of new facilities and related improvements in the City, which agreement will provide for certain property tax incentives in the form of incremental property tax reimbursement payments in a total amount not exceeding \$5,257,098 as authorized by Section 403.9 of the Code of Iowa.

The proposed Economic Development Agreement and the obligation to make the incremental property tax reimbursement payments will not be a general obligation of the City, but will be payable solely and only from the incremental property tax revenues generated by the construction of the new commercial facilities and related improvements within the Downtown Urban Renewal Area.

At the public hearing, the Council will receive oral and written objections from any resident or property owner of the City, after which objections will be referred to the Council at its regular meeting to be held on February 4th, 2015 in the Council Chambers, at 5:30 P.M.

This notice is given by order of the City Council of the City of Davenport, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Jackie Holecek
Deputy City Clerk

City of Davenport

Committee: Community Development
Department: Community Planning & Economic Development
Contact Info: Bruce Berger 563-326-7769
Wards:

Action / Date
CD2/4/2015

Subject:

Public Hearing on the proposed conveyance of the following property: Ward 3 Parcel G0056-09 & G0056-11, which has the address of 501-513 W. 5th Street, to Petitioner Newbury Living, doing business at 501 Brady Associates, L.P., or their assignees.

Relationship to Goals:

Revitalized neighborhoods and corridors.

Background:

In June, the City was notified by the Iowa Economic Development Authority (IEDA) that they would accept applications from the City for Community Development Block Grant Multi-Housing (CDBG) funding. The State CDBG funds are made available to communities in Iowa that were impacted by flooding in 2008 and are meant to encourage development of new housing. On August 27, City Council approved a resolution authorizing the application for funds and committing to convey City owned property to the developer should funding be awarded.

On January 8, the City was notified that one of the two applications submitted had been awarded \$3 Million in funding. The project that was awarded funding was:

5TH and Brady Project, proposed by the Newbury Living (West Des Moines). This project involves new construction at the NE corner of 5th and Brady Streets. As the project was coming forward, an alternate idea had been proposed by the Martin Luther King, Jr. (MLK) Task Force. While each initial concept made use of the entire half-block site, the two groups were able to forge a compromise, with fewer housing units and a smaller plaza event space. The resulting site plan is supported by both the developer and the MLK Task Force. It involves 24 housing units, with 13 affordable (at 80% of Median Family Income, which is approximately \$35,000 for a single person) and 11 market rate units.

Attached is the text of a notice of the public hearing published in the Quad City Times.

ATTACHMENTS:

Type	Description
 Cover Memo	Public Hearing Notice

NOTICE OF A PUBLIC HEARING ON A RESOLUTION REGARDING THE CONVEYANCE OF PROPERTY OWNED BY THE CITY OF DAVENPORT TO NEWBURY LIVING, DOING BUSINESS AS 501 BRADY ASSOCIATES, L.P., OR THEIR ASSIGNEES (PETITIONER).

Notice is hereby given that there is on file in the office of the City Attorney, City Hall, Davenport, Iowa a RESOLUTION proposing to convey the above property owned by the City of Davenport to the proposed Petitioner. The property has the following legal description:

Part of the Southeast Quarter of Section 26, Township 78 North, Range 3 East of the 5th PM being more particularly described as follows: Lots 1 through 5 of Block 53 of LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa. The above referenced tract contains 48,000 square feet (1.10 acres) more or less. PARCEL G0056-09 and G0056-11, which has the address of 501-513 W. 5th Street.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 4th day of February, 2015 commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing, interested persons may appear and be heard for or against said Resolution.

City of Davenport
Bruce Berger
563-326-7769

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Nick Schmuecker; (563) 327-5162
Wards: 5

Action / Date
PW2/4/2015

Subject:
Public hearing on the plans, specifications, forms of contract and estimated cost for the FY2015 Fulton Court Storm Sewer Separation Project, CIP Project #10143. *[Ward 5]*

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The Fulton Court Storm Sewer Separation project will separate the storm water from the sanitary sewer. An existing catch basin will be utilized to route the storm water to an existing line southwest of Fulton Court.

The project is scheduled to bid this winter with construction completed by July 1, 2015. The current estimate is \$100,000 and budgeted in CIP Project #10143.

ATTACHMENTS:

Type	Description
☐ Backup Material	Public Hearing - Fulton Court Sewer Separation
☐ Backup Material	Fulton Ct PH Doc 1
☐ Backup Material	Fulton Ct PH Doc 2
☐ Backup Material	Fulton Ct PH Doc 3

Notice of Hearing
on Proposed Plans, Specifications and Proposed Contract for the
Fulton Court Storm Sewer Separation Project

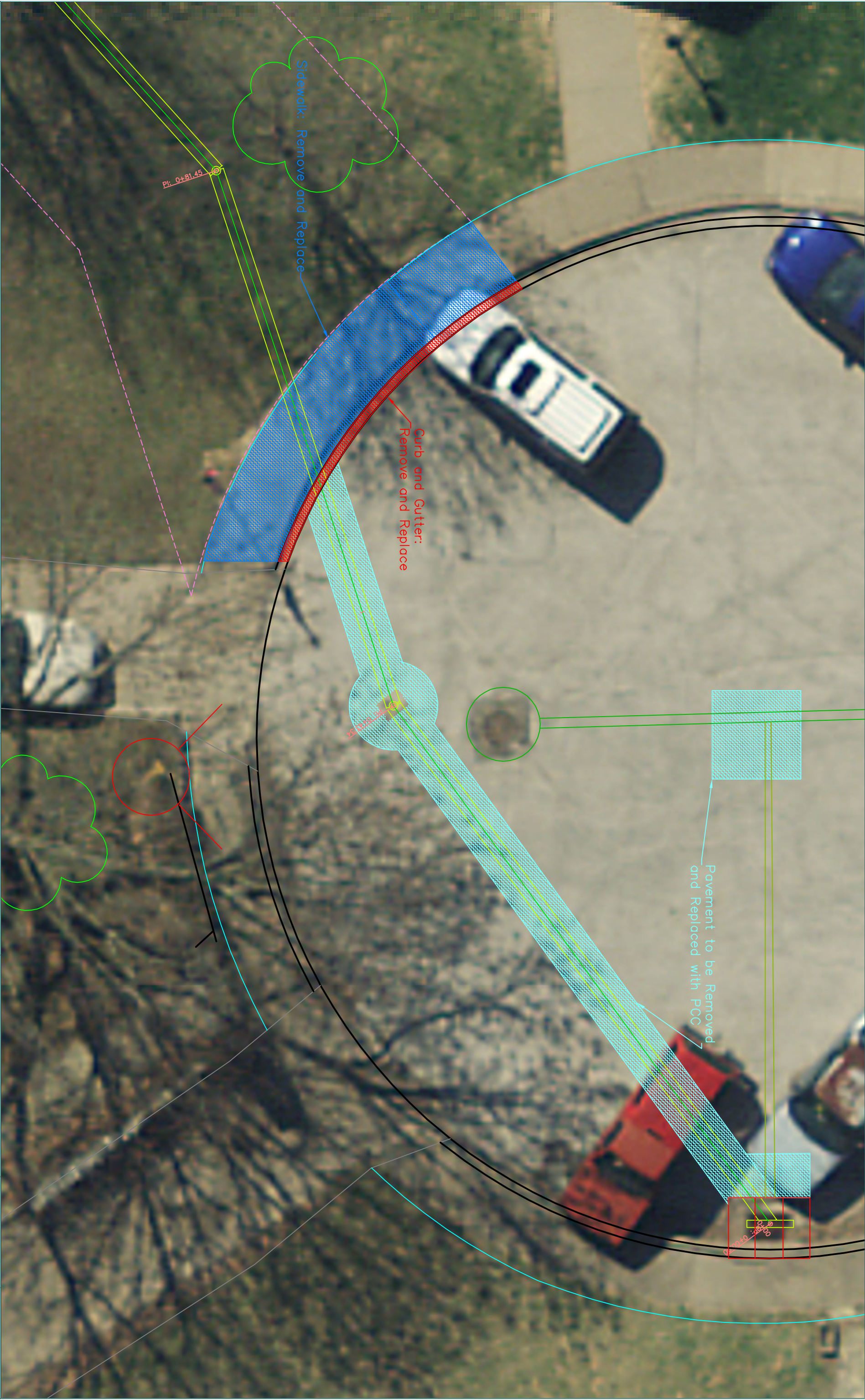
Notice is hereby given that at 5:30 P.M., on Wednesday, February 4, 2015, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the proposed plans, specifications and form of contract which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity of the above project in the City of Davenport, Iowa.

At said hearing any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto.

Jackie E. Holecek,
Deputy City Clerk

Davenport, Iowa
January 13, 2015

Publish once January 20, 2015
QUAD-CITY TIMES

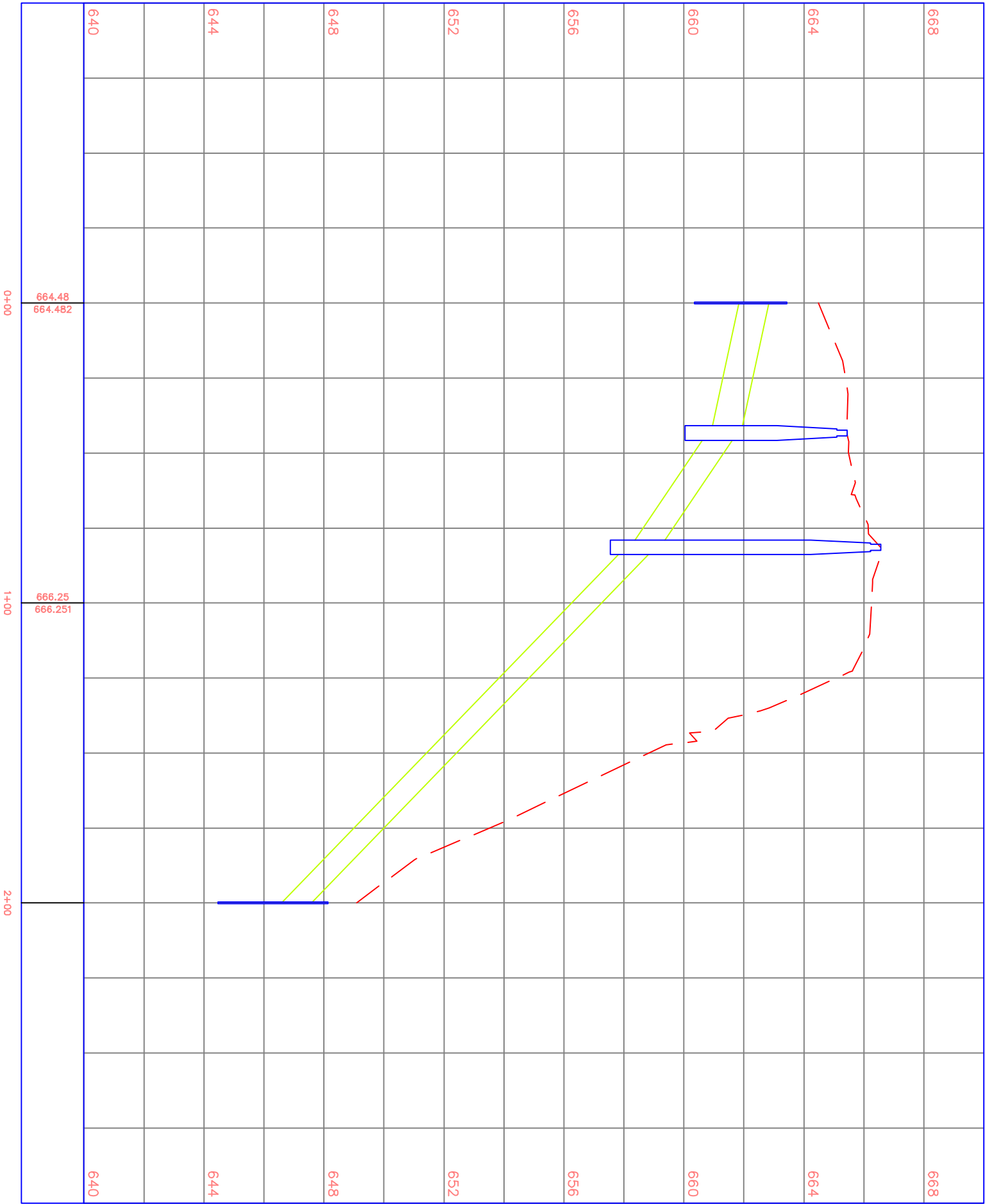


City of Davenport, Iowa Engineering Division 1200 E. 48th Street Davenport, Iowa 52807 (563) 328-7728 Fax (563) 327-5182				FULTON COURT STORM SEWER SEPARATION PROJECT				DESIGNED BY: NLS DRAWN BY: NLS CHECKED BY: DWG. FILE: SCALE: 1"=3'				DATE: 01/28/2015 REVISED:			
SCOTT COUNTY				PAYMENT SHEET				PROJECT NUMBER				CIP #10143			
								IOWA				7			



City of Davenport, Iowa Engineering Division 1200 E. 48th Street (563) 328-7728 Davenport, Iowa 52807 Fax (563) 327-5182 SCOTT COUNTY CIP #10143			FULTON COURT STORM SEWER SEPARATION PROJECT			DESIGNED BY: NJS			DATE: 1/27/2015		
SITE LAYOUT			DRAWN BY: NJS			CHECKED BY:			REVISION:		
PROJECT NUMBER			DWG. FILE:			SCALE: 1"=7'			SHEET NO.		
			STATE			FISCAL YEAR			TOTAL SHEETS		
			IOWA			2015			#		

PROPOSED STORM SEWER PROFILE



City of Davenport, Iowa Engineering Division 1200 E. 48th Street (563) 328-7728		FULTON COURT STORM SEWER SEPARATION PROJECT PROFILE		DESIGNED BY: NJS DRAWN BY: NJS CHECKED BY: DWG. FILE: SCALE:		DATE: 01/27/2015 REVISED: FISCAL YEAR: 2015	
SCOTT COUNTY				PROJECT NUMBER		CIP #10143	
				STATE		SHEET NO.	
				IOWA		7	
						#	

City of Davenport

Committee: Council
Department: Office of the Mayor
Contact Info: Kim Hatfield x7701
Wards: All

Action / Date
2/4/2015

Subject:
Appointments
Sustainable Environment Methods & Technology Advisory Commission
Clifford D. Day (fills a vacancy)

Plan & Zoning Commission
Barbara Maness

Relationship to Goals:

Background:

City of Davenport

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

Action / Date
CD1/21/2015

Subject:

Second Consideration: Ordinance for Case No. REZ14-13, petition of Kwik Shop, Inc., to rezone the property located at 1918 Bridge Avenue from "R-4", Moderate Density Residential District to "C-1", Neighborhood Shopping District, to accommodate expansion of the existing Kwik Shop facility. (5th Ward)

Relationship to Goals:

Added Emphasis on Economic Development

Background:

Locust Street is characterized by a mix of commercial and residential uses of varying intensity throughout the entire corridor. There is no definitive formula that determines the width of commercial uses along Locust Street. Rezoning requests should be evaluated on a case by case basis, with balancing the need of accommodating new and existing commercial development with providing buffering and stability for adjacent residential properties.

Two recent examples, Autozone and Wendy's on West Locust, have successfully gained zoning approval to allow for expansions. In these cases, the ability to screen the uses played into the City Council's eventual approval of these projects.

The ability to adequately screen the expanded fuel island is also possible in this case. Staff's recommendation contains conditions designed to address these issues.

Following Plan and Zoning Commission's recommendation, an issue arose concerning the non-standard condition no. 4. It has been determined that the tree in question may conflict with proposed traffic movement. Therefore, staff recommends the following revised condition be substituted:

"The owner shall attempt to preserve the existing street tree located in front of 1918 Bridge Avenue if possible. In the event it is removed, the owner shall replace the tree with two new street trees, minimum 4 inch caliper, approved by the City Arborist. If either of the new trees dies within two years of planting, they shall be replaced with the same."

This language will be replaced on the ordinance for this case.

Notices have been mailed to 21 adjacent property owners within 200 feet. As of this writing, no protests have been received (0.00%).

ATTACHMENTS:

Type	Description
□ Cover Memo	Ordinance
□ Backup Material	P&Z Letter
□ Backup Material	P&Z Staff Report plus attachments

ORDINANCE NO.

AN ORDINANCE for Case No. REZ14-13: Petition of Kwik Shop, Inc. for the rezoning of property known as 1918 Bridge Avenue from "R-4" Moderate Density Dwelling District to "C-1" Neighborhood Shopping District to accommodate and expansion of the existing Kwik Shop facility. (5th Ward)

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

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

The South 57½ feet of the South 4/5ths of Lot 9 of Davis' Subdivision of a part of the Bird Estate in the Southwest Quarter of Section 24, Township 78 North, Range 3 East of the 5th Principal Meridian in Scott County, Iowa.

The City Plan and Zoning Commission recommended approval subject to the following findings and special conditions:

Findings:

1. The request is consistent with the Comprehensive Plan designation of RC, Residential Corridor
2. Adequate screening to protect the adjacent residential neighborhood is possible.
3. No neighborhood opposition exists.

Non-standard Conditions:

1. That the north boundary contain a six foot high solid wood fence within a 10 landscape setback containing a Class D Bufferyard (2 canopy trees, 4 understory trees and 6 shrubs per 100 linear feet).
2. That the canopy over the fuel islands contain LED "dark sky" light fixtures that are completely recessed within the canopy structure.
3. That the canopy contain no signage or illuminated graphics on the north or west sides.
4. The owner shall attempt to preserve the existing street tree located in front of 1918 Bridge Avenue if possible. In the event it is removed, the owner shall replace the tree with two new street trees, minimum 4 inch caliper, approved by the City Arborist. If either of the new trees dies within two years of planting, they shall be replaced with the same.

Note that standard condition 1 is an ordinance requirement and not repeated here.

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 _____

January 8, 2015

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of January 6, 2015, the City Plan and Zoning Commission considered Case No. REZ14-13 being the Rezoning of 1918 Bridge Avenue from "R-4", Moderate Density Dwelling District to "C-1", Neighborhood Shopping District for Kwik Shop, Inc.

The Commission voted unanimously (7-0) to forward Case No. REZ14-13 to the City Council with a recommendation for approval, including the following finding and conditions:

Findings:

1. The request is consistent with the Comprehensive Plan designation of RC, Residential Corridor
2. Adequate screening to protect the adjacent residential neighborhood is possible.
3. No neighborhood opposition exists.

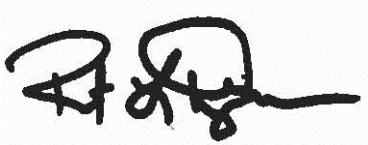
Standard Condition:

1. That site improvements comply with the provisions contained in Title 13 (Public Systems) and Title 17 (Zoning).

Non-standard Conditions:

1. That the north boundary contain a six foot high solid wood fence within a 10 landscape setback containing a Class D Bufferyard (2 canopy trees, 4 understory trees and 6 shrubs per 100 linear feet).
2. That the canopy over the fuel islands contain LED "dark sky" light fixtures that are completely recessed within the canopy structure.
3. That the canopy contains no signage or illuminated graphics on the north or west sides.
4. That the existing street tree located in front of 18918 Bridge Avenue be preserved.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



PLAN AND ZONING COMMISSION

Meeting Date: January 6, 2015

Request: Request to rezone property from “R-4” Moderate Density Dwelling District to “C-1” Neighborhood Shopping District.

Location: 1918 Bridge Street

Case No.: Case No. REZ14-13

Applicant: Kwik Shop

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

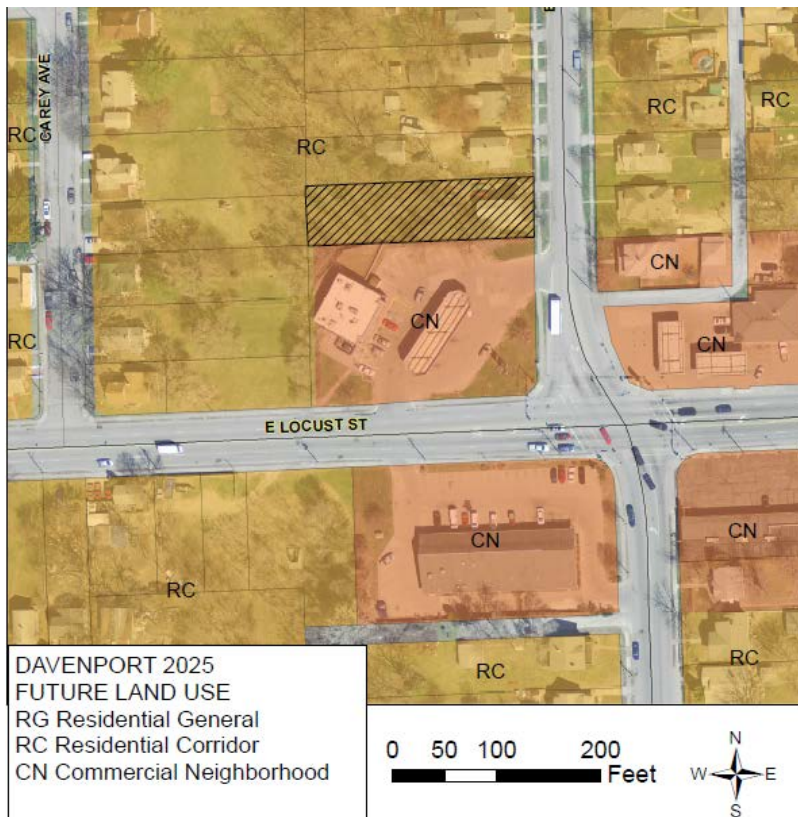
Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No REZ14-13 to the City Council with a recommendation for approval, with the conditions contained within this staff report.

Background:

Kwik Shop proposes an expansion of its pump island which will require the purchase of the subject property.

Comprehensive Plan: The subject property is on the boundary edge of RC, Residential Corridor, adjacent to CN, Commercial Neighborhood.



The descriptions for these two designations are as follows:

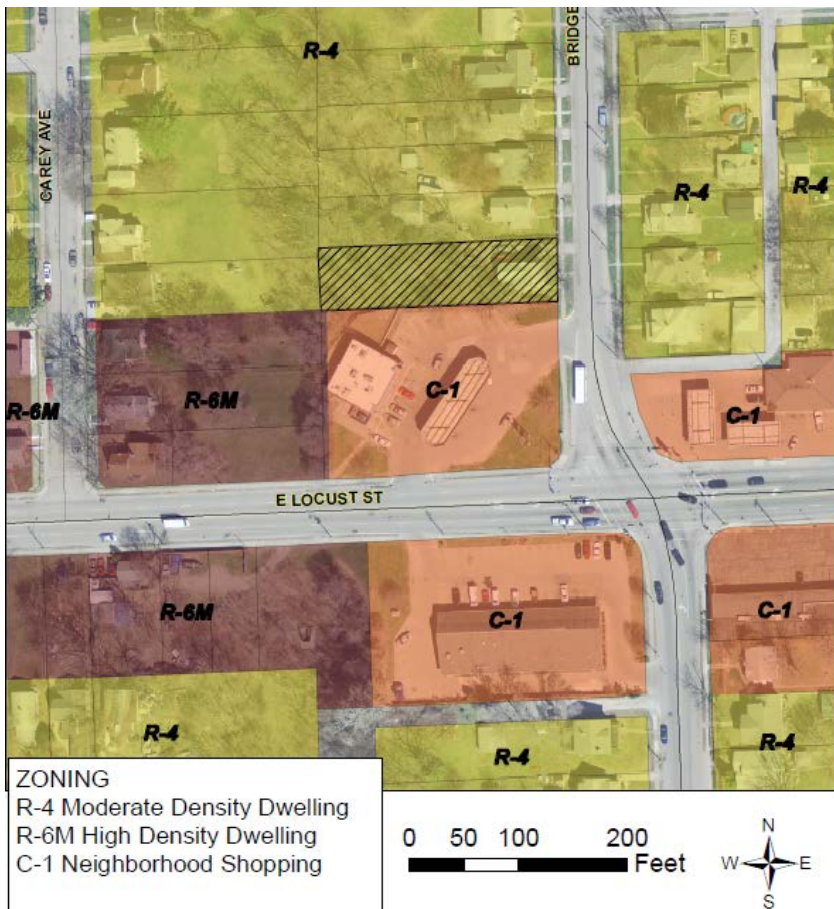
Residential Corridor (RC)

Description: This category is a mixed-use designation, intended for areas that are a) a blend of residential and commercial, and b) oriented toward a major corridor. While residential properties within an RC area should be oriented toward the adjacent corridor, they should not have direct access to the corridor. While commercial developments may be present, they must maintain residential structures & character (e.g. adaptive compatible commercial use of existing houses, commercial first floor and residential above, etc.). For all Residential land use classifications, Davenport 2025 encourages the creation of neighborhood planning documents to guide development appropriate for each neighborhood.

Commercial Neighborhood District (CN)

Description: This category is a mixed-use commercial designation that partners with RC (Residential Corridor). CN identifies areas of neighborhood-scale commercial development generally along Residential Corridors or adjacent to residential areas the CN district serves.

Zoning: Zoning reflects the commercial corridor characteristics of the location. C-1 and R-6M along Locust Street, R-4 to the interior.



Technical Review:

Sanitary Sewer. Service exists, no new connections are anticipated.

Stormwater Management. This property slopes dramatically east to west and drains into a 42 inch culvert. Care will be needed to address both stormwater capacity and water quality issues. A condition responding to these concerns may be necessary as part of staff's recommendation.

Forestry. The Forestry and Streets Divisions indicated the desire to preserve the noted street tree if the request is approved and a new driveway location built.



Traffic: No significant concerns, but any change to driveway locations will need to be reviewed as part of site plan review.

Other Utilities. No service issues have been noted.

Public Input:

A public meeting was held on December 11, 6:00 pm at the Genesis Heart Institute to discuss the proposal.

Notices were sent to 21 surrounding property owners within 200 feet. As of this writing, no protests have been received.

At the public hearing held before the Plan and Zoning Commission on December 16, 2014, no one spoke.

Discussion:

Locust Street is characterized by a mix of commercial and residential uses of varying intensity throughout the entire corridor. There is no definitive formula that determines the width of commercial uses along Locust Street. Rezoning requests should be evaluated on a case by case basis, with balancing the need of accommodating new and existing commercial development with providing buffering and stability for adjacent residential properties.

Two recent examples, Autozone and Wendy's on West Locust, have successfully gained zoning approval to allow for expansions. In these cases, the ability to screen the uses played into the City Council's eventual approval of these projects.

The ability to adequately screen the expanded fuel island is also possible in this case. Staff's recommendation contains conditions designed to address these issues.

Staff Recommendation:

Staff recommends the Plan and Zoning Commission forward Case No REZ14-13 to the City Council with a recommendation for approval, with the conditions contained within this staff report.

Findings:

1. The request is consistent with the Comprehensive Plan designation of RC, Residential Corridor
2. Adequate screening to protect the adjacent residential neighborhood is possible.
3. No neighborhood opposition exists.

Standard Condition:

1. That site improvements comply with the provisions contained in Title 13 (Public Systems) and Title 17 (Zoning).

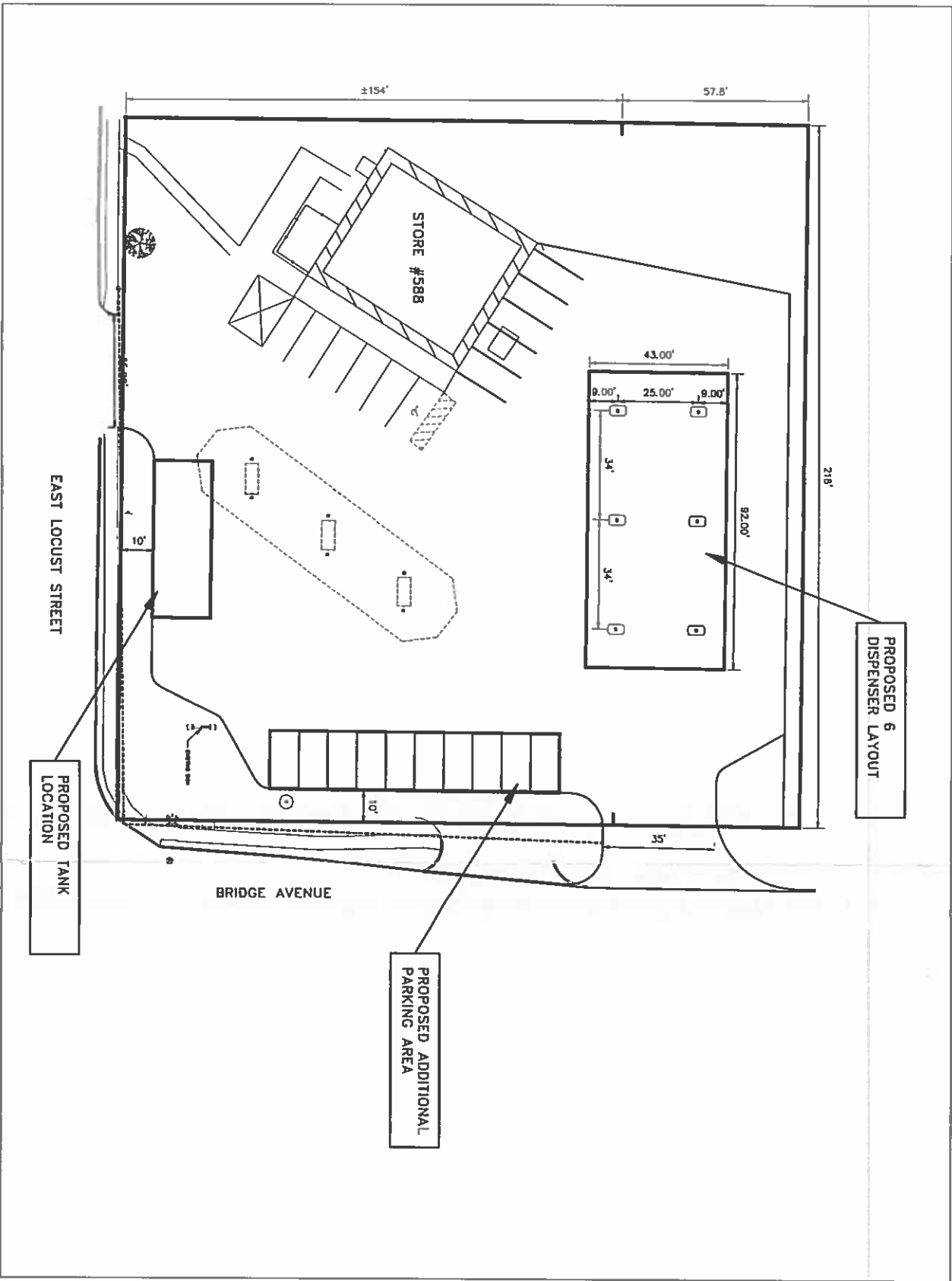
Non-standard Conditions:

1. That the north boundary contain a six foot high solid wood fence within a 10 landscape setback containing a Class D Bufferyard (2 canopy trees, 4 understory trees and 6 shrubs per 100 linear feet).
2. That the canopy over the fuel islands contain LED "dark sky" light fixtures that are completely recessed within the canopy structure.
3. That the canopy contain no signage or illuminated graphics on the north or west sides.
4. That the existing street tree located in front of 18918 Bridge Avenue be preserved.

Prepared by:



Matthew G. Flynn, AICP
Senior Planning Manager



6 DISPENSERS

KWIK SHOP, INC.

734 E. 4TH AVENUE, HUTCHINSON, KANSAS 67501

REVISIONS	
NO.	DATE

PLACING SCALE: 1" = 40'	
DRAWN BY:	LAB
CHECKED BY:	
DATE:	NOVEMBER 12, 2014

McClure

Engineering Associates, Inc.

4700 Kennedy Drive
Overland Park, Kansas 66150
(913) 751-8500
Copyright 2014 by McClure Engineering Associates, Inc.

East Wichita, Kansas 67214
(316) 751-8500
Fax (316) 751-8575

11-12

STORE #588

FILE NAME: P.W0417

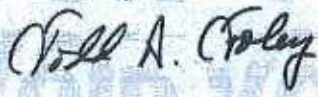
KWIK SHOP, INC. - P.O. Box 1927 - Hutchinson KS 67501-1927

Date	Location	Reference	Gross Amount	Discount	Net Amount
11/10/2014	0588	111014	420.00	0.00	420.00
	0588	*Loc Total	420.00	0.00	420.00
* Total Check *			420.00	0.00	420.00

Vendor Number 459330

HIGHLY SATISFIED CUSTOMERS MADE THIS CHECK POSSIBLE
To Remove Document Fold and Tear Along This Perforation

THIS CHECK HAS MICROPRINTING AND A HEAT-ACTIVATED SECURITY LOGO ON BACK. IF NOT PRESENT DO NOT CASH.

	KwikShop	US Bank Miamisburg, OH	56-503/422	DATE 11/12/2014	CHECK NUMBER 360626
	KWIK SHOP, INC. P.O. Box 1927 Hutchinson KS 67501-1927				
	Pay *****420 Dollars and 00 Cents		PAY THIS AMOUNT \$420.00		
	TO THE ORDER OF CITY OF DAVENPORT CITY HALL 226 W 4TH ST DAVENPORT IA 52801				

THIS CHECK IS PRINTED WITH A BLUE SECURITY BACKGROUND ON WHITE PAPER. IF NOT PRESENT DO NOT CASH.

⑈360626⑈ ⑆042205038⑆ 130111673898⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

KWIK SHOP, INC
734 East Fourth St
Hutchinson KS 67501

CITY OF DAVENPORT
CITY HALL
226 W 4TH ST
DAVENPORT IA 52801

1460188C

REZONING PROCEDURE

1. Prior to submission of rezoning request, the petitioner shall meet with Planning & Land Use staff to discuss the rezoning request, potential options and the rezoning process, including neighborhood meeting.
2. City Submit Petition including proposed zone, legal description and owner's/petitioner's signature(s); file reference form and filing fee – see schedule below. If petitioner does not hold title to the property, also submit accepted offer or contract to purchase. Submission of a proposed site plan for development is highly recommended as an aid in reviewing the proposed rezoning. Pick up notification signs (\$10.00 per sign). (2)
3. After submitting the petition and before the public hearing the petitioner will hold a neighborhood meeting as per the attached meeting guidelines.
4. Petitioner posts notification signs on property as per instructions. Petition is processed at staff level; notification plat is drafted, site is inspected, and background report is written.
5. Item is previewed by the Commission and materials sent for review by the Technical Review Committee.
6. Public Hearing is held before the Davenport City Plan and Zoning Commission.
7. Staff report is presented to the City Plan and Zoning Commission, discussion and recommendation follows.
8. Commission report is forwarded to the City Council.
9. Public Hearing before the Committee of the Whole (COW) is held.
10. Three Readings are required for an Ordinance Amendment. One reading at each Council Meeting.
11. Publication of Ordinance. (Generally publication occurs prior to the next City Council meeting.)

Please refer to Development Calendar for the above meeting dates.

Rezoning Fee Schedule:

Land Area		Fee
Less than 1 acre	(< 1 acre)	\$400
One acre to less than ten acres	(≥ acre < 10 acres)	\$750 plus \$25/acre *
Ten acres or more	(≥ 10 acres)	\$1,000 plus \$25/acre*

* plus \$5.00 per sign; 1 to 3 signs required depending upon the size of the subject property

Honorable Mayor and City Council
City Hall
Davenport, Iowa 52801-1308

Honorable Mayor and City Council:

The undersigned, hereby petitions your honorable body to amend the Zoning Ordinance of 1981 of the City of Davenport, Iowa by changing the zoning classification

from _____

to _____

for the following legally described real property:

The South 57 ½ feet of the South 4/5ths of Lot 9 of Davis' Subdivision of a part of the Bird Estate in the Southeast Quarter of Section 24, Township 78 North, Range 3 east of the 5th P.M. in Scott County, Iowa

Respectfully submitted,



Kwik Shop, Inc. Director of Real Estate

Date: 11-17-2014

REZONING REQUEST NO. _____
OFFICE OF PLANNING AND LAND USE
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT
CITY OF DAVENPORT

City Hall * Second floor
Phone: (563) 326-7765
Fax: (563) 328-6714
planning@ci.davenport.ia.us

Legal Description: The South 57 ½ feet of the South 4/5ths of Lot 9 of Davis' Subdivision of a part of the Bird Estate in the Southeast Quarter of Section 24, Township 78 North, Range 3 east of the 5th P.M. in Scott County, Iowa

ADDRESS OF PROPERTY: 1918 Bridge Ave. EXISTING ZONING: R-4
REQUESTED ZONING: C-1
TOTAL AREA: 12,600 square feet

PETITIONER: Name: Kwik Shop, Inc.
Address: 734 East 4th Avenue, Hutchinson, KS 67501
Phone: 620-694-6346 FAX: 620-694-1820
Mobile Phone: 620-960-4692 Email: clay.brasher@kwikshop.com
Interest in land: _____ title holder _____ other **
** if petitioner is other than title holder, documentation will be required to show control of property – accepted offer to purchase, offer, option, etc.

TITLE HOLDER: Name: Thomas M. & Stephanie M. Murrell
Address: 3701 Kathleen Way, Davenport, IA 52807
Phone: 563-445-0232 FAX: _____
Mobile Phone: _____ Email: _____

CONTACT PERSON: Name: Clay Brasher
Address: 734 East 4th Avenue, Hutchinson, KS 67501
Phone: 620-694-6346 FAX: 620-694-1820
Mobile Phone: 620-960-4692 Email: clay.brasher@kwikshop.com

EXPLANATION OF REZONING (for Public Hearing Notice): Parking and fuel dispensing reconfiguration

Does the property contain a drainage way or floodplain area: ____ Yes ____ No

Signature of Petitioner: Clay Brasher Kwik Shop, Inc. Date: 11-17-2014

Rezoning Fee Schedule:

Land Area	Fee
Less than 1 acre (< 1 acre)	\$400
One acre to less than ten acres ($\geq$ acre < 10 acres)	\$750 plus \$25/acre *
Ten acres or more (≥ 10 acres)	\$1,000 plus \$25/acre*

* plus \$10.00 per sign; 1 or more signs required depending upon the size of the subject property



NOTICE OF

REZONING REQUEST

For more information contact

DAVENPORT COMMUNITY PLANNING

563-326-7765

PLANNING@CI.DAVENPORT.IA.US

It is required that signs advertising a pending rezoning be prominently posted on the property to be rezoned. At minimum one (1) sign shall be required facing each public street the property has frontage on. At staff's discretion the posting of additional signs may be required if the geography of the site warrants it. Rezoning signs are available from the City of Davenport Community Planning office staff. There is a fee of \$10.00 per sign. It is the petitioner's responsibility to prominently post rezoning signs no later than three (3) weeks prior to the petitioner's public hearing before the City Plan and Zoning Commission. The purpose of these signs is to make the public aware that a rezoning petition is being considered. **Failure to post signs as required may result in a tabling of the petition.**

City of Davenport Neighborhood Meeting Guidelines

Purpose: The purpose of requiring applicants for rezoning to conduct public meetings is to offer an opportunity for both applicant and neighboring residents/property owners to share ideas, offer suggestions, and air concerns in advance of the formal public hearing process.

Procedure: The neighborhood meeting should ideally be held prior to submittal of an application for rezoning to the Department of Community Planning and Economic Development (CPED). At a minimum, it should be held at least one week before the scheduled public hearing for the case. Please note that Wednesday evenings should be avoided due to conflicting with City Council meetings.

1. Contact the Case Manager to coordinate meeting date, time, and location. Staff may assist in finding a suitable venue in the general neighborhood of the subject property, such as schools, religious institutions, or government facilities. Any facility rental costs will be the responsibility of the applicant.
2. The Case Manager will provide you a map and mailing list of surrounding properties, neighborhood representatives, and the ward and at large aldermen. Please provide confirmation that the aldermen have received notification of the meeting and can attend or are not opposed of the meeting taking place in their absence. The list may extend beyond the 200 foot boundary required for legal protests. The applicant shall send a notice to all in the area advertising the public meeting. Every effort should be made to contact all residents within the area as well as owners. If renters are assumed at a property, a notice should be sent to the address labeled, "Resident". The applicant is responsible for the cost of the mailing. A map of the subject property should be included.
3. Following the meeting, the applicant shall compile a list of attendees as well as a meeting summary and submit it to the Case Manager by Thursday preceding the public hearing. All handouts distributed at this meeting by the petitioner should also be included.
4. The Case Manager or another member of City Staff will make every effort to attend the meeting, however, the primary purpose for attending is to be simply an observer and resource for factual information, if requested.

It is hoped that these meetings will answer questions and air concerns at the earliest possible time in the review process, thus shortening the time necessary for review and ultimate consideration by the Plan and Zoning Commission and City Council. Thank you!



Community Planning & Economic Development Department

Plan & Zoning Commission: Adjacent Property Owner Notice Area



0 25 50 100 150 200 Feet

1 inch = 125 feet





734 E. 4th Avenue, P.O. Box 1927, Hutchinson, KS 67504-1927

November 20, 2014

To All Property Owners within 200 Feet
Of the Subject Property (1918 Bridge Avenue)

RE: Kwik Shop #588, 1136 East Locust Street, Davenport, IA

Dear Neighbors:

In order to provide for an expanded, improved facility at 1136 East Locust Street, Kwik Shop is requesting a rezoning from R-4, Medium Density Residential to C-1, Neighborhood Commercial for the property located at 1918 Bridge Avenue. The first step in this process is for us, the applicant, to hold a neighborhood meeting to discuss the project and answer questions.

This meeting will be held on Thursday, December 11, 2014 at 6:00 PM. at the Genesis Heart Institute, 1236 East Rusholme Street, lower level. Following this meeting, you will be informed of the formal City process to consider our request. If you have any specific questions of the City, please contact Matt Flynn at 326-7743 or mflynn@ci.davenport.ia.us. I would be happy to answer questions on Kwik Trip's behalf.

I look forward to meeting you on December 11, 2014 at 6:00 PM .

Sincerely

Clay Brasher
Director of Real Estate
Kwik Shop, Inc.
620-694-6346

REZ14-xx Adjacent Owner Notice Area.xlsx

Parcel#	Property Address	Owner Name	Owner Street	Owner City/State/Zip
Petitioner:	1918 BRIDGE AV	Kwik Shop/THOMAS M MURRELL & MURRELL STEPHANIE M		
Ward/Ald:	5th Ward	Alderman Barnhill		Notices Sent: 22
C0058-06	1921 BRIDGE AV	SR TYRAE TOWNZEL	PO BOX 3684	DAVENPORT IA 52808
C0058-05	1927 BRIDGE AV	BENJAMIN J POOCK	1927 BRIDGE AV	DAVENPORT IA 52803
C0058-02	1205 E PLEASANT ST	CASSIE L FRANKLIN & FRANKLIN JOHN	1205 E PLEASANT ST	DAVENPORT IA 52803
C0058-03	1935 BRIDGE AV	JOHN H THOMAS & THOMAS DEBORAH L	1935 BRIDGE AV	DAVENPORT IA 52803
C0058-04	1931 BRIDGE AV	BETTY V CASWELL	14100 112TH AVE TRLR 156	DAVENPORT IA 52808
C0058-07	1915 BRIDGE AV	TIMOTHY J SHEEDY & SHEEDY GINA R	739 NORTHBROOK DR	DAVENPORT IA 52806
C0058-08A	1208 E LOCUST ST	ARTHUR J JOHNSON FAMILY LP	1305 12TH AV	ROCK FALLS IL 61071
C0059-14A	1136 E LOCUST ST	DILLON REAL ESTATE CO INC	PO BOX 22845	OKLAHOMA CITY OK 73123
C0059-04	1941 CAREY AV	JEFFREY S BURKE & BURKE SARA A	1941 CAREY AVE	DAVENPORT IA 52803
C0059-05	1937 CAREY AV	RICHARD W NAYLOR REV TRUST	3095 QUAIL RIDGE RD	BETTENDORF IA 52722
C0059-06	1933 CAREY AV	SUSAN R EARP	1933 CAREY AVE	DAVENPORT IA 52803
C0059-07	1923 CAREY AV	THINATOS LLC	TOM BAKERIS	DAVENPORT IA 52803
C0059-08	1919 CAREY AV	ALEXIS L CHASE	1919 CAREY AV	DAVENPORT IA 52803
C0059-09	1911 CAREY AV	TAMMI L EHLERS	1911 CAREY AV	DAVENPORT IA 52803
C0059-10	1907 CAREY AVE	R GENERATIONS PROPERTY MANAGEMENT LLC	2319 SCOTT ST	DAVENPORT IA 52803
C0059-11	1901 CAREY AV	ROBERT K NGUYEN	4019 W 13TH ST	DAVENPORT IA 52804
C0059-12		RADON SOLUTIONS LLC	2235 GRANT ST	BETTENDORF IA 52722
C0059-17	1924 BRIDGE AV	BLUE DOT DEVELOPMENT LLC	4929 UTICA RIDGE RD	DAVENPORT IA 52807
C0059-18	1930 BRIDGE AV	MELVIN L WHITFIELD	1930 BRIDGE AV	DAVENPORT IA 52803
C0059-19	1934 BRIDGE AV	JEFFREY W DELLITT	3730 SOUTH HAMPTON DR	BETTENDORF IA 52722
C0059-20	1938 BRIDGE AVE	EDITH MCNEIL WRIGHT	1938 BRIDGE AVE	DAVENPORT IA 52803
C0059-21	1942 BRIDGE AV	4 CITY HOMES LLC	1760 WEST POINT RD	WEST POINT IA 52656

Neighborhood Meeting Attendance List

Case: _____

Date: _____

Name	Address	Phone	Email
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____
8	_____	_____	_____
9	_____	_____	_____
10	_____	_____	_____
11	_____	_____	_____
12	_____	_____	_____
13	_____	_____	_____
14	_____	_____	_____
15	_____	_____	_____
16	_____	_____	_____
17	_____	_____	_____
18	_____	_____	_____
19	_____	_____	_____
20	_____	_____	_____
21	_____	_____	_____
22	_____	_____	_____

Neighborhood Meeting Ground Rules

- 1. Fact-finding and issue-identification are the primary reasons for this meeting. It should be informative, not argumentative. Ask questions, express concerns, but keep in mind this meeting is not a public hearing and no decision-makers are in attendance.**
- 2. Allow time for everyone to speak.**
- 3. Refrain from overly-critical remarks ("I hate this idea") and personal attacks ("You are trying to ruin the neighborhood").**

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE ("Contract") is made and entered into this 24 day of October, 2014,

BY AND BETWEEN

DILLON REAL ESTATE CO., INC., a Kansas corporation of 2800 East 4th Avenue, Hutchinson, Kansas, 67501, hereinafter referred to as "Buyer",

AND

THOMAS AND STEPHANIE MURRELL, a married couple of 3701 Kathleen Way, Davenport, Iowa, 52807, hereinafter referred to as "Seller".

WITNESSETH:

WHEREAS, Seller is presently the owner of a tract of real estate located in Scott County, Davenport, Iowa, described on Exhibit "A" attached hereto and incorporated herein by reference together with all right, title and interest of Seller in and to easements, rights-of-way, air rights, riparian rights, rights of ingress or egress and all other rights, privileges and appurtenances owned by Seller and in any way related to, or used in connection with the premises or any personal property ("Property").

WHEREAS, Seller has agreed to sell and Buyer has agreed to acquire said Property for total consideration of _____ all in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, for the consideration stated herein, the parties hereto agree as follows:

1. SALE. Seller agrees to convey by good and sufficient general warranty

City of Davenport

Committee: Community Development Committee
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 8th

Action / Date
CD12/3/2014

Subject:

Third Consideration: Ordinance for Case No. ROW14-05 being the petition of the City of Davenport for the right-of-way vacation (abandonment) 9,942 square feet, more or less, of a cul-de-sac at the terminus of Sheridan Street located north of 55th Street to be incorporated into the development of the adjacent property. (City of Davenport, petitioner) *[8th Ward]*

Relationship to Goals:
Neighborhood Improvement

Background:

The Laffredo development surrounds two-thirds of this cul-de-sac and the accompanying subdivision plat, Welcome Way Commercial Park Sixth Addition states in the "Notes" that the Right-of-way is to be vacated. The City is proposing this right-of-way vacation (abandonment) to provide assurance that the vacation will occur. An alternative exists to the vacating of the right-of-way which would be licensing the right-of-way for use by the developer however due to the increased truck traffic within the cul-de-sac the City maintenance costs would likely be higher than normal.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
☐ Ordinance	ROW14-05 Ordinance
☐ Backup Material	PZ Letter
☐ Backup Material	PZ vote record
☐ Backup Material	Staff report
☐ Backup Material	Protest letters

ORDINANCE NO.

An Ordinance for Case No. ROW14-05 being the petition of the City of Davenport for the right-of-way vacation (abandonment) 9,942 square feet, more or less, of a cul-de-sac at the terminus of Sheridan Street located north of 55th Street to be incorporated into the development of the adjacent property. [8th Ward]

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

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

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

Beginning at a point in the Southeast Corner of Lot 1 of Welcome Way Commercial Park Fifth Addition to the City of Davenport, Iowa, said point also being the west line of Sheridan Street; thence North 00°-02'-22" West along said west line of Sheridan Street 80.30 feet; thence in a Northeasterly direction along the arc of a curve concave Southeasterly with a radius of 50.00 feet, with a chord bearing of North 18°-58'-00" East and a chord distance of 32.57 feet, for a distance of 33.17 feet; thence continuing in a Northeasterly direction along the arc of a curve concave Southerly with a radius of 50.00 feet, with a chord bearing of North 85°-32'-54" East and a chord distance of 73.28 feet, for a distance of 83.04 feet; thence continuing in a Southerly direction along the arc of a curve concave Westerly with a radius of 50.00 feet, with a chord bearing of South 14°-52'-17" West and a chord distance of 88.09 feet, for a distance of 107.77 feet; thence continuing in a Southerly direction along the arc of a curve concave Southeasterly with a radius of 15.00 feet, with a chord bearing of South 38°-17'-22" West and a chord distance of 18.61 feet, for a distance of 20.07 feet; thence South 00°-02'-22" East a distance of 16.46 feet to the Southwest Corner of Lot 3 of said Welcome Way Commercial Park Fifth Addition; thence South 89°-16'-33" West a distance of 50.00 feet to the point of beginning. The above described tract of land contains 9,942 sq. ft., more or less.

The City Plan and Zoning Commission accepted the listed findings and forwards Case No. ROW14-05 to the City Council for approval subject to the following:

1. That a perpetual public access easement be maintained over the pavement area of the cul-de-sac which would include City vehicle turn-around for snow and waste removal; and

2. That an easement be retained for existing and future utilizes with the area of the current cul-de-sac right-of-way.

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 _____



November 20, 2014

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of November 18, 2014 the City Plan and Zoning Commission considered Case No. ROW14-05 being the petition of the City of Davenport for the right-of-way (abandonment) of 9,942 square feet, more or less, of a cul-de-sac at the terminus of Sheridan Street located north of 55th Street to be incorporated into the development of the adjacent property.

Findings:

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

The Plan and Zoning Commission accept the listed finding(s) and forward Case No. ROW14-05 to the City Council for approval subject to the following condition(s):

1. That a perpetual public access easement be maintained over the pavement area of the cul-de-sac which would include City vehicle turn-around for snow and waste removal; and
2. That an easement be retained for existing and future utilizes with the area of the current cul-de-sac right-of-way.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ROW14-04 KWIK TRIP EASEMENT	ROW14-05 CITY/LAFFREDO SHERIDAN CUL-DE-SAC	ROW14-06 KC PROPERTIES E-W ALLEY					
Cartee	A								
Connell	P	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	N					
Gere	EX								
Inghram	P								
Kelling	P	Y	Y	N					
Lammers	P	Y	Y	N					
Martin	P	Y	Y	Y					
Martinez	P	Y	Y	Y					
Tallman	P	Y	Y	Y					
		8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	5-YES 3-NO 0-ABSTAIN					



PLAN AND ZONING COMMISSION

Meeting Date: November 18, 2014

Request: Right-of-Way Vacation 0.22 acre, more or less, a cul-de-sac terminus of Sheridan Street

Location: Cul-de-sac terminus of Sheridan Street north of 55th Street in Welcome Way Commercial Park Fifth Addition

Case No.: ROW14-05

Applicant: City of Davenport

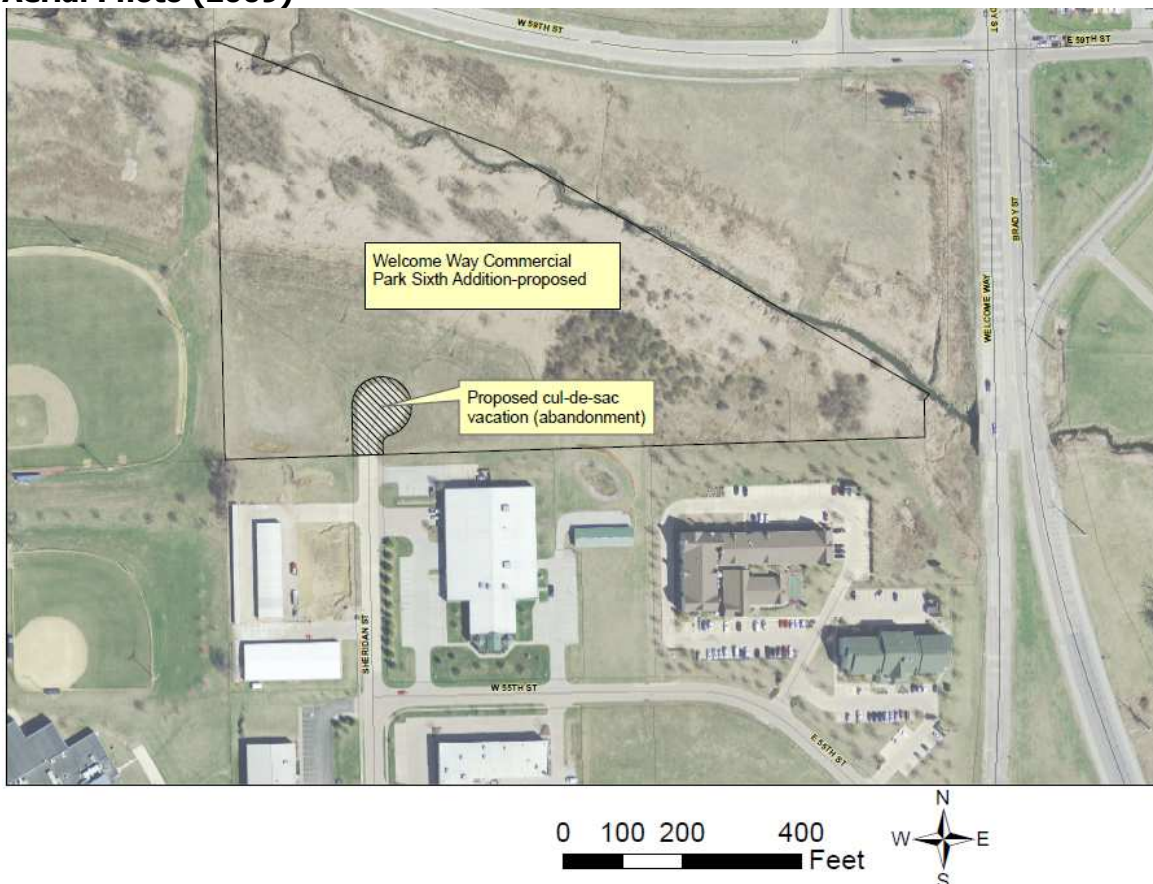
Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed finding(s) and forward Case No. ROW14-05 to the City Council for approval subject to the listed condition(s).

INTRODUCTION:

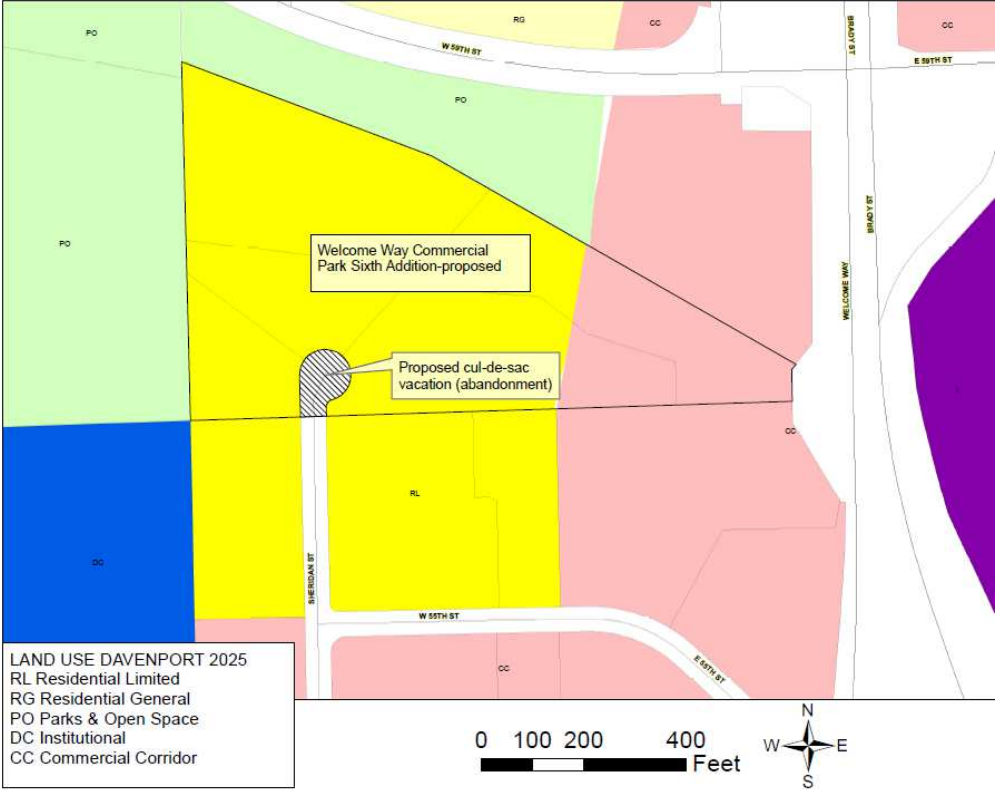
The petitioner is seeking a Right-of-Way Vacation of 0.22 acre (9,940 sqft), more or less, of property known as the cul-de-sac terminus at the end of Sheridan Street north of 55th Street located in Welcome Way Commercial Park Fifth Addition. The cul-de-sac is being incorporated into the Laffredo warehouse development.

Aerial Photo (2009)

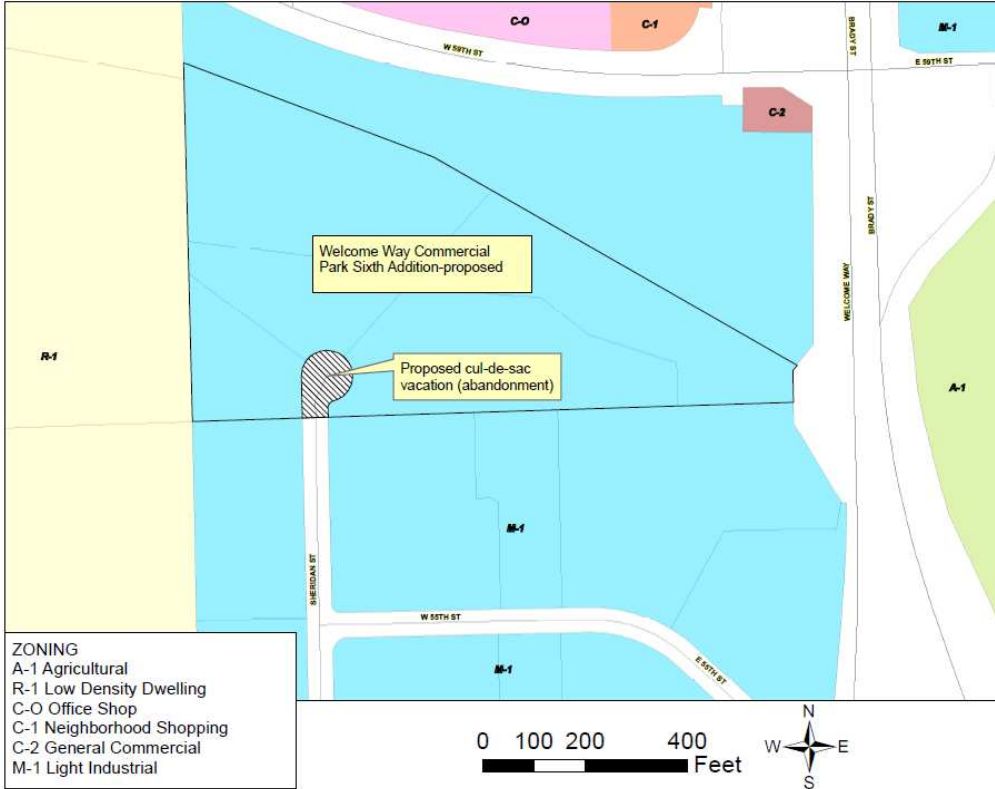


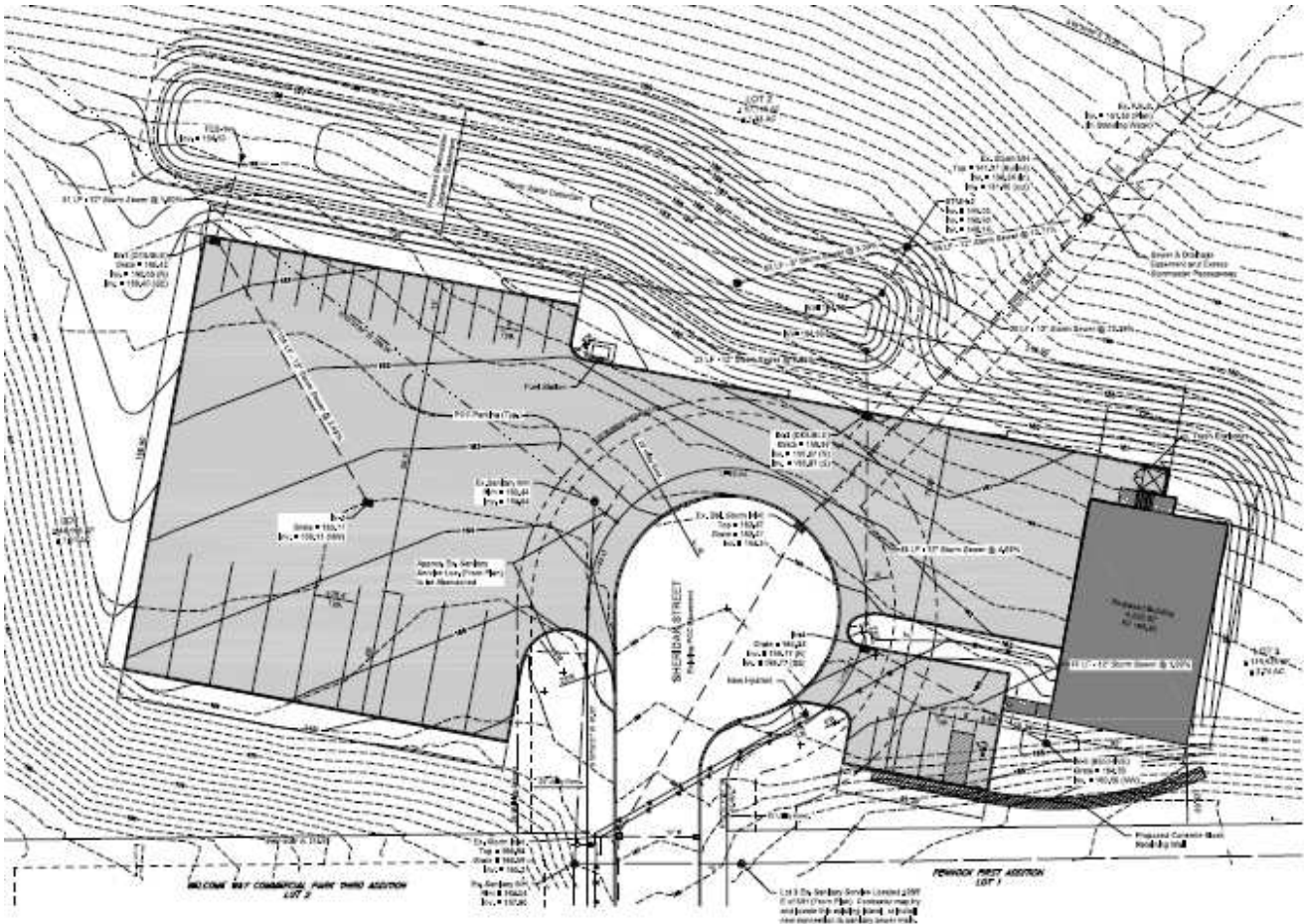
BACKGROUND:
Comprehensive Plan: Within Urban Service Area: Yes

Land Use: The surrounding land is designated Commercial Neighborhood to the north and west; and Parks & Recreation to the south along the Mississippi River



Zoning: The subject and surrounding properties are zoned "C-4 Central Business District and "M-2" Heavy Industrial District.





Technical Review:

Streets: The subject property is known as Sheridan Street and is the cul-de-sac terminus of said Sheridan Street north of 55th Street. There is a proposed development being the Loffredo warehouse facility that is proposed for the area. The development would utilize the cul-de-sac as a significant entrance to the facility. Over one-half the cul-de-sac would be used as a curb cut or drive-way access. Please see the site plan exhibit later in this report. Connectivity has not been compromised by the pavement removal.

Storm Water: A 12-inch storm sewer is located within the right-of-way. An easement will need to include this sewer.

Sanitary Sewer: Sanitary sewer is located to the south of the cul-de-sac.

Other Utilities: Other utilities including electric and water may need additional easements. Water currently ends short of the cul-de-sac however a new hydrant will be required within the property.

Emergency Services: The cul-de-sac will act as the property's driveway entrance. Access to the property will be maintained as normal.

Parks / Open Space: The vacation (abandonment) will have no effect on the adjacent park and open space areas.

Public Input:

Notice has been sent to the three (3) abutting owners within 200 feet of the subject property. Two protests have been received. The concerns of the two protests are snow removal and the use of the cul-de-sac for existing truck turning/backing movements.

Discussion:

The accompanying subdivision plat, Welcome Way Commercial Park Sixth Addition states in the "Notes" that the Right-of-way is to be vacated. The City is proposing this right-of-way vacation (abandonment) to provide assurance that the vacation will occur. An alternative exists to the vacating of the right-of-way which would be licensing the right-of-way for use by the developer however due to the increased truck traffic within the cul-de-sac the City maintenance costs would likely be higher than normal. An easement for City vehicle turn-around for snow and waste removal would be required. In addition easements for utilities currently located of proposed for the cul-de-sac area will be required.

Following the public hearing the developer's representative met with the one protester and indicated that a "perpetual" access easement across the cul-de-sac for general traffic and utility purposes which would include public and private vehicle turn-around, snow removal, solid waste collection, street cleaning, etc. as well as utility services maintenance, etc. would be acceptable to the developer. This perpetual easement should also allay the fears of the adjacent owners regarding the developer or a future user blocking access to the cul-de-sac. To remove (vacate) the perpetual easement would require a public hearing and ordinance process similar to the current right-of-way vacation (abandonment) process.

Staff Recommendation:**Findings:**

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

Recommendation:

Staff recommends the Plan and Zoning Commission accept the listed finding(s) and forward Case No. ROW14-05 to the City Council for approval subject to the following condition(s):

1. That a perpetual public access easement be maintained over the pavement area of the cul-de-sac which would include City vehicle turn-around for snow and waste removal; and
2. That an easement be retained for existing and future utilizes with the area of the current cul-de-sac right-of-way.

Prepared by:

Wayne Wille, CFM
Planner II

Wille, Wayne

From: Butch Pennock <butchpenn@gmail.com>
Sent: Friday, October 31, 2014 4:40 PM
To: Planning Division – CPED
Subject: Case # ROW14-05 (Right-of-Way (adandonment) at 55th Street
Attachments: 10-31-14.pdf

Attached is a copy of my signed "Public Hearing Notice" concerning Case # ROW14-05. Please be advised that at this time I am opposed to this right-of-way to be incorporated into the development of the property.

My concerns and opposition are as follows:

1. If this is incorporated into the new property it basically becomes a private drive, which means the owner of the property, could at any given time install a gate a cable or any other restrictive device closing off access to the cul-de-sac. Doors Inc. the occupants of the building located at 110 West 55th Street, is bringing their product into their building via over the road type semis, some as long as eighty (80) feet in length, some may even be longer. The semis drive North down Sheridan Street past the loading dock drive way and then back their rigs into the Doors loading dock driveway. If the cul-de-sac was to be closed off at any given time any semis delivering material to Doors Inc. would have to back down Sheridan all the way from 55th Street, costing time, money and safety. At times there are vehicles parked on both sides of Sheridan Street, making it almost impossible to do this.
2. If at any time the cul-de-sac was closed off, all traffic would have to turn around at the property line, including city snow removal vehicles. They would have to turn around using the far North driveway of the Doors property, a driveway that is not constructed/designed for heavy vehicles. The other option would be to drive through the existing parking lot of Doors Inc., a parking lot that is also not constructed to carry heavy vehicles and or traffic. This option would certainly cause a safety issue.
3. I am also concerned with snow removal. As shown on the Landscape Plan (9.9.2014) the majority of the property is a concrete parking lot. Where will they push their snow? I would think that the city would not want the occupants to push their snow on to a city street.

If the city could write in to this agreement that the cul-de-sac would remain open to all public transportation, at all times, no gates, cables or any other type of restrictions for the use of the cul-de-sac, and a snow removal plan that could be enforced, I would rethink my position.

55th Street Investments, Inc.

L.W. (Butch) Pennock
5761 Eagle Ridge Road
Bettendorf, Iowa 52722
563 355-6780 Home
563 340-5557 Cell
Butchpenn@gmail.com



This email is free from viruses and malware because [avast! Antivirus](#) protection is active.

TO: Planning@ci.davenport.ia.us

Subject: Case # ROW14-05 (Right-of-Way (abandonment) at 55th Street

I am writing to submit my opposition to Case # ROW14-05. It was my intent to be at the meeting on November 4th, but circumstances prevented my attendance. Therefore, I had not sent in my letter stating this opposition.

I have spoken with the management of Doors Inc. who did attend and found out that the City of Davenport is willing to "give" the cul-de-sac at the end of Sheridan to the "new" property owners.

My opposition is twofold:

1. The possibility of the elimination of snow removal and maintenance of the upper end of Sheridan. At the very least, a hindrance of being able to remove the snow.
2. The loss of the area for large trucks to be able to maneuver turns into either of our businesses.

I have owned A+ Self Storage for four years. The first two years the snow removal on Sheridan was nearly non-existent. An occasional swipe did help out. I called and wrote letters and suggested that the crews push the snow to the end of the cul-de-sac and over the edge. I did get a response in the form of an email "that's a good idea." And ever since, the streets have been cleared.

You may not think this is a big deal; BUT, there is a small incline in the exact area that both Doors and A+ driveways connect to. Without proper snow removal, no one can make it up the hill. In addition, anyone coming down the hill can have a hard time stopping safely.

Our back drive is **always** used for large moving trucks and regularly utilized by most of our tenants. We pay dearly every season to have our drives cleared. This will be of little relevance if our tenants cannot get to the driveway because the streets are impassable. Our facility is already feeling the effects of Menard's changing their old building to a self-storage. To render us inaccessible only adds to the problem.

Should our opposition be ignored and this part of our street becomes private property, what is to stop the new owners from putting up a fence or gate across that section. Then the problem will be, where is the wiggle room for trucks to make turns either for business or for city services?

I find it **extremely** unfair that the city could even consider granting such a concession to a new property owner when two long-time, well established businesses have paid their appropriate monies for years to receive the services and consideration they are due.

Joyce O'Rourke
A+ Self Storage
5510 Sheridan St.
Davenport, Iowa
309-944-3757 Home
309-714-0474 Cell

City of Davenport

Committee: Community Development
Department: Community Planning & Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
COW2/4/2015

Subject:
Resolution amending the Plan for the Downtown Urban Renewal Area.

Relationship to Goals:
Added emphasis of economic development.

Background:

This resolution amends the Plan for the Downtown Urban Renewal Area in order to enable the City Council to consider the use of tax increment financing for the support of a project of Riverwatch, LLC. The State now requires that Urban Renewal Area plans be amended each time a new project using tax increment financing is considered.

RiverWatch Place is a new development that will be built on the site of the old Howard Johnson's Hotel at 227 LeClaire St. Long an eyesore of the downtown gateway, the old hotel will be demolished, and a new six-story, mixed-used Class A office building will be built in its place. This will include first floor commercial/retail use and while the top floor will include restaurant space reminiscent of the former Davenport Club. The development team includes a partnership of Bush Construction, NAI Ruhl Commercial Co, attorney John Carroll and BLDD Architects. The anticipated cost of the project is \$25 million.

To support this development, the proposed City assistance is reimbursement of a maximum of 60% of the property taxes paid that are available to the City based upon the value of the new construction. As required by Iowa Code, a public hearing is required prior to the approval of an economic development agreement where the City will incur debt. In this case, the maximum debt is the City's obligation for a rebate of property taxes of \$5,257,098 over a 15 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved property. The details of this financial assistance will be established and certified in an economic development agreement between the Developer and the City.

ATTACHMENTS:

Type	Description
□ Cover Memo	Downtown URA Amendment

Resolution No. _____

Resolution offered by Alderman _____.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION amending the Plan for the Downtown Urban Renewal Area.

WHEREAS, Riverwatch, LLC is planning to construct a new commercial building of at least five stories and 50,000 sq/ft, with a total project budget of \$25 million in the Downtown Urban Renewal Area; and

WHEREAS, the State requires that Urban Renewal Plans be amended when the use of tax increment financing is being considered for a project; and

WHEREAS, the proposed project will add benefits to the tax base and meets the established policy for using tax increment financing to assist in primary business expansion; and

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a public hearing was held on February 4, 2015, to review and receive public comment on the Economic Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davenport, Iowa approves and directs appropriate City officials to execute the attached Economic Development Agreement between Riverwatch, LLC. and the City of Davenport, Iowa.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

CITY OF DAVENPORT, IOWA
URBAN RENEWAL PLAN AMENDMENT
DOWNTOWN URBAN RENEWAL AREA

January 21, 2015

The Urban Renewal Plan (the “Plan”) for the Downtown Urban Renewal Area (the “Area”) is being amended for the purpose of identifying new urban renewal projects to be undertaken therein.

- 1) **Identification of New Projects.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following described project descriptions:

A) Name of Project: Riverwatch Place

Cost: \$5,257,098

Rationale: The City will use TIF funds to reimburse the developer 60% of the incremental taxes of their development for fifteen years. Reimbursement is estimated to be \$5,257,098.

2) Identification of Previous Projects:

B) Name of Project: The Dock

Cost: \$3,600,000

Rationale: The City will use TIF funds to reimburse the developer 75% of the incremental taxes of their development for fifteen years. Reimbursement is estimated to be \$3,600,000.

C) Name of Project: City Square

Cost: \$25,900,000

Rationale: The City shall issue to the developer a TIF note in the amount of \$15,000,000. The TIF note shall bear interest at the rate of 6.0% The total principal and interest payments anticipated during the TIF period will be approximately \$25.9 million. Any principal and interest in excess of this amount shall not be the responsibility of the City.

D) Name of Project: Renwick 2

Cost: \$1,067,965

Rationale: The City shall issue a loan to the developer to outfit the commercial space of the Renwick building.

E) Name of Project: MDI

Cost: \$78,930

Rationale: The City shall issue to the developer a rebate of 100% of the incremental taxes of their development for two years. Reimbursement is estimated to be \$78,930.

- 2) **Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa.

Outstanding general obligation debt of the City: \$200,100,000

Remaining Constitutional debt capacity of the City: \$101,681,943

Proposed debt to be incurred in the Urban Renewal Area: \$5,257,098

City of Davenport

Committee: Community Development
Department: Community Planning and Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
CD2/4/2015

Subject:
Resolution approving an economic development agreement for assistance to Riverwatch LLC

Relationship to Goals:
Added emphasis on economic development

Background:
RiverWatch Place is a new development that will be built on the site of the old Howard Johnson's Hotel at 227 LeClaire St. Long an eyesore of the downtown gateway, the old hotel will be demolished, and a new six-story, mixed-used Class A office building will be built in its place. This will include first floor commercial/retail use and while the top floor will include restaurant space reminiscent of the former Davenport Club. The development team includes a partnership of Bush Construction, NAI Ruhl Commercial Co, attorney John Carroll and BLDD Architects. The anticipated cost of the project is \$25 million.

To support this development, the proposed City assistance is reimbursement of a maximum of 60% of the property taxes paid that are available to the City based upon the value of the new construction. As required by Iowa Code, a public hearing is required prior to the approval of an economic development agreement where the City will incur debt. In this case, the maximum debt is the City's obligation for a rebate of property taxes of approximately \$5,257,098 over a 15 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved property. The details of this financial assistance will be established and certified in an economic development agreement between the Developer and the City.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Economic Dev Agmt - Riverwatch Place

ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DAVENPORT AND
RIVERWATCH LLC

THIS AGREEMENT is made as of _____, 2015, between the City of Davenport, Iowa, a municipal corporation of the State of Iowa (hereinafter referred to as “City”), and Riverwatch LLC, an Iowa limited liability company, its affiliates, successors or assigns (hereinafter referred to as “Company”).

WHEREAS, the former Howard Johnson Hotel resides on a premier gateway in downtown Davenport and has been vacant over five years; and

WHEREAS, the Company is planning to demolish the current building and build a new commercial building of at least 50,000 square feet referred to as “Subject Building”. Specifically, the project shall at least occur on:

- Scott County, Iowa, Parcel L0015A01, commonly known as and/or near 227 LeClaire Street

hereinafter referred to as “Subject Property” (see Exhibit A for legal description), resulting in a projected increase in the assessed value of the real estate of at least \$12,500,000 based on projected construction costs; and

WHEREAS, the Company has requested financial assistance to help support the Economic Development Project; and

WHEREAS, the City has established a policy of using Tax Increment Financing to assist in growing the local Davenport economy; and

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

1. The Economic Development Project will add diversity and generate new opportunities for the Davenport and Iowa economies; and
2. The Economic Development Project will generate public gains and benefits particularly in the creation of new jobs and tax assessed property value, which warrant the amount of the proposed reimbursement of property taxes; and
3. The proposed funding for the Economic Development Project meets the conditions of said Chapter 15A of the Code related to the creation of jobs and the expansion of business investment in the City of Davenport, Scott County, Iowa; and
4. A public purpose will reasonably be accomplished by providing economic development assistance in order to facilitate such development by the Company and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter; and Section 403.19 of the Code provides for the division of incremental property tax revenue, or tax increment, commonly known as Tax Increment Financing; and,

5. The property is located within an existing tax increment financing district (the Downtown Urban Renewal Area); and

WHEREAS, the City Council has held a public hearing at the February 4, 2015 meeting of the Committee-of-the-Whole on entering into this agreement which will obligate the City to make future payments, provided the Company meets certain requirements;

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

SECTION I:
THE CITY'S OBLIGATIONS

1. The City shall make a series of payments to reimburse the Company for a portion of its real estate tax payments (the "Reimbursement") subject to the completion of the Economic Development Project and the timely payment of those real estate taxes, utility fees and special assessments. For the purposes of this agreement, "timely payment" shall mean that the semi-annual tax payment, fees and assessments has been made no later than the due date stated on the tax, fee and assessment bill. Should a payment be made later than the due date, the City shall not be obligated to make the Reimbursement from that semi-annual payment. As provided in the published notice of the public hearing with regard to the obligations under this Agreement, the total Reimbursement through the term of the Agreement shall be based upon the height and square footage of the building. The table below outlines the maximum rebate amount based on square footage and building height.

<u>Height</u>	<u>Sq Footage</u>	<u>Approximate AV</u>	<u>Maximum Rebate</u>
5 Stories	50,000 sq/ft	\$12.5 M	\$4,232,988
6 Stories	60,000 sq/ft	\$14 M	\$4,745,043
7 Stories	70,000 sq/ft	\$15.5 M	\$5,257,098

The Reimbursements shall occur over a period of 15 consecutive years, as established in Paragraph 3 of this section. There shall not be any payments beyond the 15 year period even if there has been a withholding or a reduction of any Reimbursement payment for any preceding six (6) month period.

2. The Reimbursement by the City shall be up to 60% of the amount of incremental tax revenue available and accessible to the City, subject to the provisions of this Agreement, where Section 403.19 of the Code provides that only the taxes levied on the assessed value of qualified property in the year prior to the year in which the increment is used for tax increment financing shall not be considered for purposes of calculating the amount of tax increment revenue in a given year (the "Base Year Valuation"). In addition, revenues from taxes levied for debt service by local taxing districts and for the physical plant and equipment levy of a school district cannot be accessed through tax increment financing.

3. The Reimbursements shall be made up to twice each year during the term of this Agreement, on or before June 1 and December 1 of each year after the taxes on the increased assessed value have begun. The Reimbursements shall be based only on the increase in taxable real

estate value attributable to the Economic Development Project as described in Section II, Paragraph 3 of this Agreement. Provided the construction of the building has been completed and the full amount of the new value has been placed on the tax rolls by January 1, 2016, the first Reimbursement payment shall be made on or before December 1, 2017. The Reimbursement shall be made for 15 consecutive years, or until the dollar amount established in Paragraph 1 of this Section has been reached, whichever comes first. Should the Company fail to make timely payment of its taxes, or otherwise fail to comply with its obligations listed in Section II, the Reimbursement shall not be made. Provided the Reimbursement begins in 2017, the last Reimbursement shall be made on or before June 1, 2032. In no case shall the Reimbursement begin later than December 2018, based on the taxable real estate value as of January 1, 2017, in which case the last Reimbursement shall be made on or before June 1, 2033.

4. The Reimbursement shall be made by the City to the Company if the Company complies with its obligations for completing the construction of the building by January 1, 2016, paying its real estate taxes and related fees as described in Section II of this Agreement.

5. The Reimbursement is not a general obligation of the City and shall be paid solely from incremental property taxes received by the City and from the Scott County Treasurer which are attributable to the Economic Development Project. All payments are subject to approval and annual appropriation action by the City Council.

6. The obligations of the City under this Agreement are conditioned upon the faithful performance by the Company of all the terms and conditions of this Agreement.

SECTION II: THE COMPANY'S OBLIGATIONS

1. The Company shall demonstrate its financial capacity to complete the Economic Development Project including, but not limited to, documentation of the availability of financing for the building construction, within ninety (90) days of the execution of this Agreement. The Company agrees to provide the City with at least one copy of an appraisal of the property both prior to beginning the project and upon completion of the project.

2. The Company shall complete demolition of the existing structure no later than May 1, 2015. Reasonable adjustment shall be made to this date given any unforeseen circumstances, at the request of the Company.

3. The Company agrees to use its best efforts to attain 90% occupancy within 2 years of obtaining the first certificate of occupancy and, thereafter, maintain at least 70% occupancy (based upon square footage) on an annual basis throughout the 15-year TIF period.

a. If the Company fails to comply with the demolition timeline or occupancy standards set forth above, and has not presented adequate justification to the City to provide reasonable adjustments to the foregoing requirements as provided herein, the City may declare the Agreement in default, as provided herein.

4. The Company agrees to construct its building of at least 50,000 square feet and five stories on the Subject Property. The Company agrees to comply with all building and fire code regulations related to the construction, occupancy, and operation of the building throughout the entirety of the TIF period.

5. The Company agrees to construct its building, attachments thereto and site improvements approved by the City of Davenport Design Review Board. Any deviation from the aforementioned approval is to be submitted to the Design Review Board secretary to determine if the deviation requires approval by the Design Review Board.

6. The Company agrees to pay or cause to be paid property taxes on the assessed value of the Subject Property and Subject Building and all other improvements on or before the date due. The Company agrees to pay or cause to be paid any and all fees and outstanding special assessments on the property prior to any issuance of rebate. The Company agrees to furnish the City a copy of the receipt for its property tax payments no later than April 15 and October 15 for the respective Reimbursement payment.

7. In consideration of the provisions for Reimbursement of tax payments relying on tax increment financing herein, the Company agrees that it will not pursue the exemption of the taxable value of the improvements resulting from the Economic Development Project through any local or State of Iowa tax exemption program. However, subsequent expansions meeting the requirements of tax increment policy as then in effect may be eligible for tax reimbursement.

8. On the material breach by the Company of the terms and conditions of this Agreement, including failure to maintain occupancy requirements, this Agreement may be terminated by the City and the Company shall not be eligible for any Reimbursement for any period after the breach, provided, however that prior to any such termination the Company shall have prior written notice from the City with no less than 60 days opportunity to cure or commence to cure the purported breach.

SECTION III: MISCELLANEOUS

1. This Agreement shall not be construed to confer rights or privileges to third-party beneficiaries or entities not a party to this Agreement. Any transfer or assignment of the building, administration, operation, and/or lease arrangements shall be proposed by the Company and be subject to City approval, as appropriate, such approval not to be unreasonably withheld denied, or delayed.

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

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the State of Iowa.

4. The parties agree to mutually cooperate in furtherance of completion of the Subject Building and related improvements. The City agrees to execute all documents reasonably required by Company's lender in furtherance of construction and capital lending required for completion of the Subject Building and related improvements.

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

CITY OF DAVENPORT, IOWA

By: _____
Craig Malin, City Administrator

Attest:

Jackie E. Holecek, Deputy City Clerk

Riverwatch LLC

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT

Part of LeClaire's 6th Addition as follows:

All of Block 75 of LeClaire's 6th Addition (Except commencing at the South West corner of said Block 75; thence Northerly along the Westerly line of said Block 38 feet; thence Easterly parallel with the Northerly line of said Block to the South Easterly side of said Block; thence South Westerly along the South East line of said Block to the Point of Beginning), all in the City of Davenport, Scott County, Iowa;

In addition, this agreement shall encompass the recently vacated portion of East 2nd Street, more particularly described as:

Commencing at the Northwest Corner of Lot 10, Block 75 of LeClaire's 6th Addition to the City of Davenport, Iowa; Thence S00°-00'-00"E along the Westerly line of Block 75 of said LeClaire's 6th Addition and the present Easterly Right of Way line of LeClaire Street a distance of 281.99 feet to the present Northerly Right of Way line of E. 2nd Street and the Point of Beginning; Thence S89°-23'-49"E along the present Northerly Right of Way line of said E. 2nd Street a distance of 60.80 feet; Thence N58°-23'-49"E along the present Northerly Right of Way line of said E. 2nd Street a distance of 398.15 feet; Thence N00°-12'-26"W along the present Northerly Right of Way line of said E. 2nd Street a distance of 11.29 feet; Thence N58°-25'-29"E along the present Northerly Right of Way line of said E. 2nd Street a distance of 62.97 feet; Thence N00°-08'-14"W along the present Northerly Right of Way line of said E. 2nd Street a distance of 25.04 to the intersection with the Southerly Right of Way line of E. 3rd Street; Thence S44°-00'-35"E along the new Southerly Right of Way line of said E. 3rd Street a distance of 23.71 feet to the intersection with the New Northerly Right of Way line of E. River Drive; Thence in a Southwesterly direction along the arc of a curve concave Southeasterly with a radius of 1300.00 feet, with a chord bearing of S43°-19'-02"W and a chord distance of 193.20 feet, for a distance of 193.38 feet said arc being the new Northerly Right of Way line of said E. River Drive; Thence S44°-26'-11"W along the new Northerly Right of Way line of said E. River Drive a distance of 72.73 feet; Thence S58°-23'-49"W along the new Northerly Right of Way line of said E. River Drive a distance of 299.42 feet to the intersection with the new Easterly Right of Way line of said LeClaire Street; Thence N31°35'-58"W along the new Easterly Right of Way line of said LeClaire Street a distance of 60.00 feet to the Southwest corner of Lot 1, Block 75 of said LeClaire's 6th Addition; Thence N00°-00'-00"W along the Westerly line of Lot 1, Block 10 of said LeClaire's 6th Addition and the present Easterly Right of Way line of said LeClaire Street a distance of 38.05 feet to the Point of Beginning. Subject to utility easements over and across said Tract No. 1. The above described tract of land contains 26,505 sq. ft., more or less.

Note: The present Easterly Right of Way line of LeClaire Street and the Westerly line of Block 75 of said LeClaire's 6th Addition has a platted Bearing of S00°-00'-00"E and is used for the purpose of this description.

City of Davenport

Committee: Community Development
Department: Community Planning & Economic Development
Contact Info: Bruce Berger 563-326-7769
Wards: 3

Action / Date
CD2/4/2015

Subject:

Resolution authorizing the Mayor to execute documents necessary to convey the following property: Ward 3 Parcel G0056-09 & G0056-11, which has the address of 501-513 W. 5th Street, to Petitioner Newbury Living, doing business as 501 Brady Associates, L.P., or their assignees.

Relationship to Goals:

Revitalized neighborhoods and corridors.

Background:

In June, the City was notified by the Iowa Economic Development Authority (IEDA) that they would accept applications from the City for Community Development Block Grant Multi-Housing (CDBG) funding. The State CDBG funds are made available to communities in Iowa that were impacted by flooding in 2008 and are meant to encourage development of new housing. On August 27, City Council approved a resolution authorizing the application for funds and committing to convey City owned property to the developer should funding be awarded.

On January 8, the City was notified that one of the two applications submitted had been awarded \$3 Million in funding. The project that was awarded funding was: 5TH and Brady Project, proposed by the Newbury Living (West Des Moines). This project involves new construction at the NE corner of 5th and Brady Streets. As the project was coming forward, an alternate idea had been proposed by the Martin Luther King, Jr. (MLK) Task Force. While each initial concept made use of the entire half-block site, the two groups were able to forge a compromise, with fewer housing units and a smaller plaza event space. The resulting site plan is supported by both the developer and the MLK Task Force. It involves 24 housing units, with 13 affordable (at 80% of Median Family Income, which is approximately \$35,000 for a single person) and 11 market rate units.

Approval of this resolution will authorize the Mayor and staff to execute closing documents and convey the property to the petitioner.

ATTACHMENTS:

Type	Description
□ Resolution Letter	Resolution to Convey 5th & Brady

Resolution No. _____

Resolution offered by Alderman _____

RESOLUTION authorizing the Mayor to execute documents necessary to convey the following property:

Ward 3

Parcel G0056-09 & G0056-11, which has the address of 501-513 W. 5th Street, to Petitioner Newbury Living, doing business as 501 Brady Associates, L.P., or their assignees.

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City of Davenport is the legal owner of a property legally described as:

PARCEL G0056-09 and G0056-11, Part of the Southeast Quarter of Section 26, Township 78 North, Range 3 East of the 5th PM being more particularly described as follows: Lots 1 through 5 of Block 53 of LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa. The above referenced tract contains 48,000 square feet (1.10 acres) more or less, which has the address of 501-513 W. 5th Street.

WHEREAS, the City of Davenport wishes to convey the properties to the Petitioner (Newbury Living); and

WHEREAS, new investment and neighborhood revitalization are part of the City Council goals; and

WHEREAS, this project involves investment in an underutilized site in the Davenport, and will create 24 new units of rental housing (13 units for households at or below moderate-income and 11 units at market rate rents);

WHEREAS, Newbury Living agrees to record a Restrictive Covenant so that a portion of the property for the proposed Martin Luther King, Jr. Memorial Plaza remains accessible by the public, once the housing project is complete; and

WHEREAS, transfer of the properties will generate additional tax revenue and alleviate the City of maintenance costs on unused properties; and

WHEREAS, the transfer of the properties is mutually beneficial to the City and the Petitioners; and

WHEREAS, transfer of the properties will be contingent upon completion and acceptance of HUD required environmental review and financial requirements; and

WHEREAS, a public hearing on the matter is required by law;

WHEREAS, a public hearing as required by Iowa law was held on February 4, 2015;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute all documents necessary to convey the above real estate to the petitioner.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Committee: Community Development
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: Sixth

Action / Date
COW2/4/2015

Subject:

Resolution approving Case No. F14-13 being the final plat of Terrace Ridge Park Eighth Addition, which is located at the northwest corner of Utica Ridge Road and Crow Creek Road. [6th Ward]

Relationship to Goals:

Added emphasis on economic development.

Background:

The final plat would facilitate a four lot commercial subdivision. Initially, the City Traffic Engineer opined that vehicular access should not be permitted to Utica Ridge Road and that the access to Crow Creek Road should be a right in/right out only. Subsequent to the Plan and Zoning Commission meeting and recommendation, the Traffic Engineer opined that a median opening in Crow Creek would be permissible. Notably, the submitted plat conforms to the Plan and Zoning Commission's December 2, 2014 recommendation for approval.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution
☐ Backup Material	Final Plat
☐ Backup Material	Plan and Zoning Commission Letter - 12-3-14
☐ Backup Material	Plan and Zoning Commission Vote Results
☐ Backup Material	Plan and Zoning Commission Staff Report

Resolution No. _____

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F14-13 being the final plat of Terrace Ridge Park Eighth Addition. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Terrace Ridge Park Eighth Addition, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated December 3, 2014.

Note that conditions 1 through 8 have either been added to the plat or are standard requirements of City Ordinances and not repeated here (please refer to the Commission's December 3, 2014 letter for more details); and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon said plat as required by law.

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

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

FINAL PLAT OF:
**TERRACE RIDGE PARK
EIGHTH ADDITION**
TO THE CITY OF DAVENPORT. BEING A REPLAT OF LOT 2 IN
TERRACE RIDGE PARK 2ND ADDITION TO THE CITY OF
DAVENPORT, SCOTT COUNTY, IOWA.

APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: _____

DATE: _____ ATTEST: _____

CITY PLAN & ZONE COMMISSION

BY: _____ DATE: _____

DATE: 12-30-14

DATE: 12-30-14

DATE: 12-16-14

DATE: 12/17/14

DATE: 12-30-14

DATE: 12-30-14

DATE: 12-16-14

DATE: 12/17/14

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DATE: 12-30-14

FOUND SAWED "X"
ON CONCRETE AT
THE NW CORNER OF
LOT 2, TERRACE RIDGE
PARK 2ND ADDITION

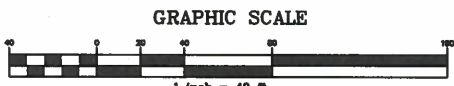
△ = 08° 56' 42"
(08° 56' 40")
RAD = 500.00' (500.00')
ARC = 78.06' (78.06')
CHD = 77.98' (77.98')
BRG = N 04° 36' 36" E
(S 04° 36' 36" W)

FOUND SAWED "X"
IN CONCRETE

(40') INGRESS / EGRESS
STORM SEWER AND
UTILITY EASEMENT

FOUND "PK" NAIL AT THE
SW CORNER OF LOT 2,
TERRACE RIDGE PARK
2ND ADDITION

LEGEND:
POWER POLE = (0.0')
DEED DIMENSION = (0.0')
FIELD DIMENSION = 0.0'
MONUMENTS FOUND =
MONUMENTS SET #4, REBAR x 30"
RED CAPPED "CRAPNELL NO. 10135" =
FENCE LINE =



TO THE BEST OF SURVEYOR'S KNOWLEDGE, ALL
EASEMENTS AFFECTING THIS PROPERTY ARE SHOWN.

OWNER:
BLACKHAWK BANK & TRUST
301 W. 4TH STREET
MILAN, ILLINOIS

ATTORNEY:
WILLIAM PHARES
4500 KENNEDY DRIVE
EAST MOLINE, ILLINOIS
(309) 796-0170

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

MICHAEL D. CRAPNELL DATE: 12-30-14
LICENSE NUMBER 10135
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2014 COVERED BY THIS SEAL: 1

PAGES OR SHEETS

CRAPNELL LAND SURVEYING COMPANY

814 EAST RIVER DRIVE

DAVENPORT, IOWA 52803

(563) 336-3256

SURVEY DATE: 10-23-2014 LOCATION: DAVENPORT, IOWA

SCALE: 1" = 40' DRAWN: KLC CHK'D: MDC DWG NO: 3054

DATE: 12-30-14

DATE: 12-30-14

DATE: 12-30-14

DATE: 12-30-14

NOTES:
NO DIRECT ACCESS SHALL BE ALLOWED TO
UTICA RIDGE ROAD.

ACCESS TO CROW CREEK ROAD SHALL BE
LIMITED TO ONE RIGHT IN / RIGHT OUT
DRIVEWAY. THE LOCATION AND DETAILS OF THIS
ACCESS SHALL BE REVIEWED AND APPROVED BY
THE CITY TRAFFIC ENGINEER. NO ACCESS
SHALL BE ALLOWED ACROSS THE EXISTING
RAISED MEDIAN.

SIDEWALKS SHALL BE CONSTRUCTED ALONG THE
PUBLIC RIGHT-OF-WAY PRIOR TO THE ISSUANCE
OF OCCUPANCY PERMITS.



December 3, 2014

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of December 2, 2014, the City Plan and Zoning Commission considered Case No. F14-13 being the final plat for a four lot commercial subdivision (Terrace Ridge Park Eighth Addition).

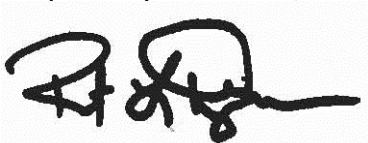
Findings:

1. The proposal advances the City Council Goal "added emphasis on economic development";
2. The proposal strengthens the existing built environment; and
3. The proposal is quality infill development which will utilize existing City infrastructure.

The City Plan and Zoning Commission accept the listed findings and forward Case F14-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met;
3. That the property lines extend to the centerlines of Progress Lane and Commerce Boulevard;
4. That the existing right-of-way lines for Utica Ridge Road and Crow Creek Road are shown and dimensioned;
5. That a note is added to the plat stating that no direct access shall be allowed onto Utica Ridge Road;
6. That a note is added to the plat stating that access to Crow Creek Road shall be limited to one right in right out driveway. The location and details of this drive shall be reviewed and approved by the City Traffic Engineer. No access shall allowed across the existing raised median;
7. That a note is added to the plat stating that sidewalks shall be constructed along the public right-of-way prior to the issuance of occupancy permits; and
8. That a fifteen (15) foot utility easement be dedicated along the east-west property lines between Lot 2 and 3, and between Lots 1 and 4 as per Exhibit A.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

Attachment: Utility Easement Request

APPROVED									
Name:	Roll Call	F14-13 Terracre Ridge Park 8th							
Cartee	P	Y							
Connell	P	Y							
D'Autremont	P	Y							
Elgatian	P	Y							
Gere	P	Y							
Inghram	P								
Kelling	P	Y							
Lammers	P	Y							
Martin	P	Y							
Martinez	P	Y							
Tallman	P	Y							
		10-YES 0-NO 0-ABSTAIN							



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

PLAN AND ZONING COMMISSION

Meeting Date: December 2, 2014
Request: Final plat for a four lot commercial subdivision (Terrace Ridge Park Eighth Addition)
Location: Northwest corner of Utica Ridge Road and Crow Creek Road.
Case No.: F14-13
Applicant: Blackhawk Bank & Trust

Introduction:

This is a four (4) lot final plat being a replat of Lot 2 of the Second Addition. The property is located at the northwest corner of Utica Ridge Road and Crow Creek Road. The property is further bound by two private streets, Progress Drive on the west and Commerce Boulevard on the north.

Recommendation:

Staff recommends the City Plan and Zoning Commission forward Case No. F14-13 to the City Council with a recommendation for approval subject to the conditions stated below.



 Subject Property



Area Characteristics:

Zoning Map



Comprehensive Plan



Background:

Comprehensive Plan:

Within Urban Service Area: Yes

Proposed Land Use Designation: *Commercial Retail (CR) provides for a mixture of commercial uses, primarily retail. Retail in CR can be best described as being the most intense retail development.*

Relevant Goals to be considered in this Case:

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

Technical Review:

Streets

The subject property abuts two public streets bounded by two public streets: Utica Ridge Road on the east and Crow Creek Road (46th Street) on the south; and two private streets Commerce Boulevard on the north and Progress Drive on the west. The intersection at Utica Ridge and Crow Creek is a signalized intersection. The City Traffic Engineer has opined that vehicular access should not be permitted to Utica Ridge Road.

Storm Water

Detention is provided by the regional basin at the south side of the development.

Development would require a National Pollutant Discharge Elimination System (NPDES) and a Storm Water Pollution Prevention Plan (SWPPP) from the State of Iowa. These would need to be submitted to the Natural Resources Division in order to receive the required Construction Site Erosion and Sediment Control (COSESCO) permit.

Sanitary Sewer. Sanitary sewer also is located in both Utica Ridge Road and Crow Creek Road. An eight inch line and man-hole is located in the northeast corner of the intersection of Commerce Boulevard and Progress Drive.

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

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

Parks/Open Space. The plat has no impact on parks or open space.

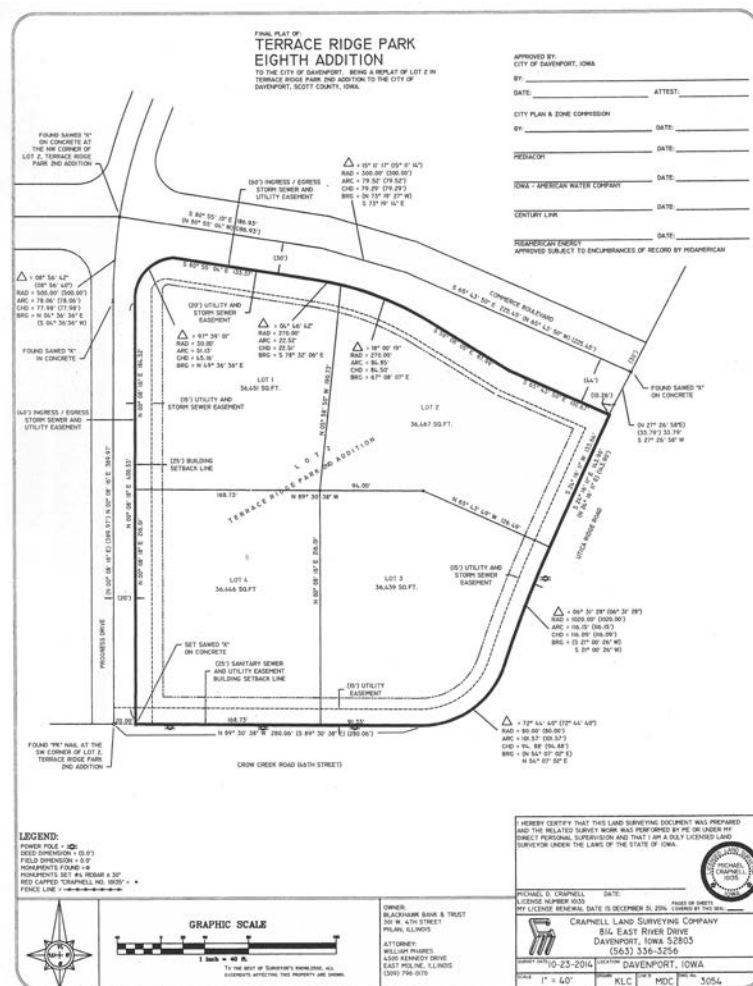
Public Input:

Notification is not sent to surrounding property owners for a final plat.

Discussion:

The subject and surrounding property was rezoned to "PDD" Planned Development District in 2002. The adopted Land Use Plan specifies that the property is to be developed as "Retail/Commercial".

The petitioner is seeking a Final Plat for a proposed four lot commercial subdivision. Utica Ridge and Crow Creek Road are public streets. Progress Lane and Commerce Boulevard are private streets, which explains why the property lines extend to the middle of the roadway.



Findings:

1. The proposal advances the City Council Goal “added emphasis on economic development”;
2. The proposal strengthens the existing built environment; and
3. The proposal is quality infill development which will utilize existing City infrastructure.

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met;
3. That the property lines extend to the centerlines of Progress Lane and Commerce Boulevard;
4. That the existing right-of-way lines for Utica Ridge Road and Crow Creek Road are shown and dimensioned;
5. That a note is added to the plat stating that no direct access shall be allowed onto Utica Ridge Road;
6. That a note is added to the plat stating that access to Crow Creek Road shall be limited to one right in right out driveway. The location and details of this drive shall be reviewed and approved by the City Traffic Engineer. No access shall allowed accross the existing raised median;
7. That a note is added to the plat stating that sidewalks shall be constructed along the public right-of-way prior to the issuance of occupancy permits; and
8. That a fifteen (15) foot utility easement be dedicated along the east-west property lines between Lot 2 and 3, and between Lots 1 and 4 as per Exhibit A.

Prepared by:

Ryan Rusnak, AICP
Planner II

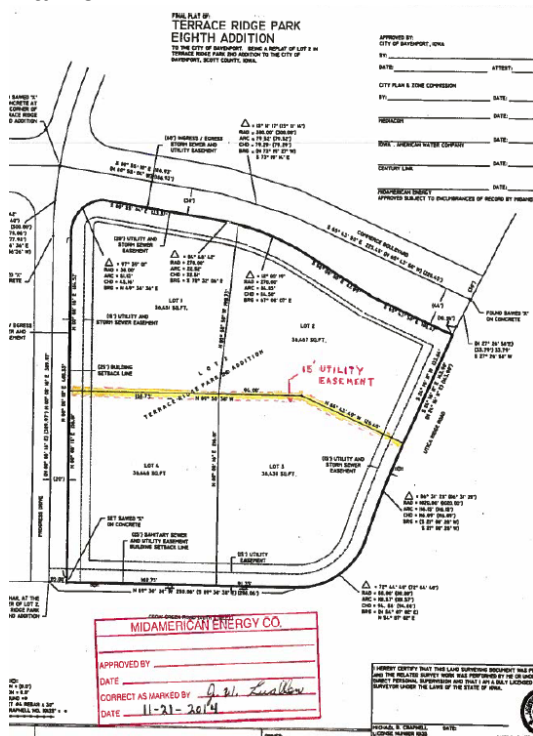


Exhibit A Utility Easement

City of Davenport

Committee: Community Development
Department: Community Planning and Economic Development
Contact Info: Community Planning and Economic Development
Wards: 6th

Action / Date
COW2/4/2015

Subject:

Resolution approving Case No. F15-01 being the final plat of Terrace Ridge Park Ninth Addition, which is located west of the terminus of Market Square Circle, which is west of Utica Ridge Road. [6th Ward]

Relationship to Goals:

Added emphasis on economic development

Background:

This is a final plat two lot commercial subdivision. The property contains 11.48 acres, more or less, of property and is located adjacent to the western terminus of Market Square Circle, which is west of Utica Ridge Road. The streets within the Terrace Ridge Park commercial subdivision are private, which explains why the property lines extend to the middle of the roadway.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution
☐ Backup Material	Final Plat
☐ Backup Material	Plan and Zoning Commission Letter - 1-7-2015
☐ Backup Material	Plan and Zoning Commission Vote Results
☐ Backup Material	Plan and Zoning Commission Staff Report

Resolution No. _____

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-01 being the final plat of Terrace Ridge Park Ninth Addition. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Terrace Ridge Park Ninth Addition, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated January 7, 2015.

Note that conditions 1 through 3 have either been added to the plat or are standard requirements of City Ordinances and not repeated here (please refer to the Commission's January 7, 2015 letter for more details); and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon said plat as required by law.

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

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

PREPARED BY/RETURN TO: TOWNSEND ENGINEERING 2224 E. 12TH ST., DAVENPORT, IA 52803 (563) 386-4236

FINAL PLAT
TERRACE RIDGE PARK NINTH ADDITION
TO THE CITY OF DAVENPORT, IA
BEING A REPLAT OF LOT 1 OF TERRACE RIDGE PARK SEVENTH ADDITION
CITY OF DAVENPORT, COUNTY OF SCOTT, IOWA

SURVEYOR'S FINAL PLAT CERTIFICATE

I, LARRY L. LINDEMANN, AN IOWA PROFESSIONAL LAND SURVEYOR NO. 10897, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IOWA, DO HEREBY CERTIFY THAT THIS PLAT OF TERRACE RIDGE PARK NINTH ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION AND ACCORDING TO THE LAWS OF THE STATE OF IOWA AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

LOT 1 OF TERRACE RIDGE PARK SEVENTH ADDITION, TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.

MONUMENTS SHOWN ON THIS PLAT HAVE BEEN SET OR WILL BE SET WITHIN 30 DAYS OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF DAVENPORT, AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND OCCUPY THE POSITIONS SHOWN THEREON.

IN WITNESS WHEREOF, I HERETO AFFIX MY HAND AND SEAL THIS 17th DAY OF DECEMBER, 2015 A.D.

LARRY L. LINDEMANN, IOWA LICENSE NO. 10897
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015



APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: _____

DATE: _____ ATTEST: _____

CITY PLAN & ZONE COMMISSION

BY: _____ DATE: _____

Jim McKinney DATE: 1/12/15
RETAILER

Kevin J. Alexander DATE: 1/12/15
IOWA - AMERICAN WATER COMPANY

Bob DATE: 1/12/15
CENTURY LINK

Mike S. Knudsen DATE: 1/12/15
MIDAMERICAN ENERGY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD LENGTH	DELTA
C1	218.42'	280.00'	S 64°39'47" E	212.08'	48°07'58"
C2	54.71'	500.00'	S 45°51'56" E	54.68'	6°16'08"
C3	51.79'	500.00'	S 52°08'15" E	51.77'	5°56'05"
C4	62.99'	52.00'	N 52°42'34" W	59.10'	69°24'18"
C5	54.08'	100.00'	N 72°04'05" W	53.38'	30°58'27"
C6	40.09'	70.00'	N 72°57'40" W	39.55'	32°48'51"

PLAT INFORMATION

1. Area of Subdivision:

11.543 Acres +/-

2. Owner:

S.J. Russell, L.C.
4600 E. 53rd Street
Davenport, Iowa 52807

3. Engineer:

Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

4. Surveyor:

Larry Lindemann
1011 South Elsie
Davenport, Iowa 52802

SETBACKS PDD

MIN. LOT WIDTH: NONE

FRONT YARD DEPTH: 25 FEET

SIDE YARD WIDTHS: 10 FEET

REAR YARD DEPTH: NONE



GRAPHIC SCALE
60 0 30 60
(IN FEET)
1" = 60' (24x36)

NOTES:

1) FLOOD ELEVATION BASED ON FIRM MAPS IS 647.0' MSL.
LOWEST FLOOR ELEVATION SHALL BE 654.0' MSL.
PER DOCUMENT #2006-38477

2) STORM WATER DETENTION IS REQUIRED FOR THIS SUBDIVISION.
REGIONAL STORM WATER DETENTION IS LOCATED ON OUTLOT A,
TERRACE RIDGE PARK, SECOND ADDITION.

3) THE OWNERS OF LOTS ON WHICH A DRAINAGE EASEMENT HAS BEEN
ESTABLISHED SHALL MAINTAIN SAID EASEMENT AS A LAWN PLANTED IN
GRASS AND FREE OF STRUCTURES, FENCES, FILL, BUSHES, TREES, SHRUBS,
OR OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF STORM WATER.

LEGEND:

DEED DIMENSION = (0.00')

FIELD DIMENSION = 0.00'

MONUMENTS FOUND:

#13974 (UNLESS NOTED) = ●

CUT "X" IN CONCRETE = X

MONUMENTS SET:

#4 REBAR W/ RED CAP #10897 = ○

BOUNDARY LINE = ————

ROAD CENTER LINE = ————

EASEMENT LINE = ————

SETBACK LINE = ————

SECTION LINE = ————



DATE: 12/08/14 TE PROJECT NO:
RUSSELL-TRP8
386.4236 386.4231
2224 East 12th Street, Davenport, IA 52803

DRAWN BY:
MDR

CHECKED BY:
LLL

DRAWING LOCATION

S:\RUSSELL\BUBBLE\FINAL PLAT TRP8.dwg

NO.

REVISIONS:
DESCRIPTION

DATE

PROJECT

FINAL PLAT

TERRACE RIDGE PARK NINTH ADDITION
TO THE CITY OF DAVENPORT, IA

DEVELOPER

S.J. RUSSELL, L.C.
4600 E. 53rd STREET
DAVENPORT, IA 52807

SHEET NO.

1
OF
1

January 7, 2014

Honorable Mayor and City Council
City Hall
226 West 4th Street
Davenport, Iowa 52801

At its regular meeting of January 6, 2015, the City Plan and Zoning Commission considered Case No. F15-01 being the final plat for a two lot commercial subdivision (Terrace Ridge Park Ninth Addition).

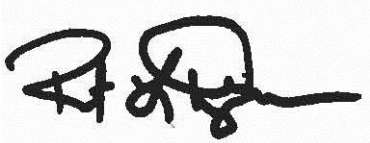
Findings:

1. The proposal advances the City Council Goal "added emphasis on economic development";
2. The proposal strengthens the existing built environment; and
3. The proposal is quality infill development which will utilize existing City infrastructure.

The City Plan and Zoning Commission accepted the listed findings and forwards Case F15-01 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met; and
3. That the Final Plat be renamed to Terrace Ridge Park Ninth Addition.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	REZ14-13 KWIK SHOP INC 1918 BRIDGE AV	FDP15-01 REAL ESTATE EQUITIES	F15-01 TERRACE RIDGE PARK 9TH					
Cartee	EX								
Connell	P	Y	Y	Y					
D'Autremont	P	Y		Y					
Elgatian	P	Y	Y	Y					
Gere	P	Y	Y	Y					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Martin	EX								
Martinez	EX								
Tallman	P	Y	ABSTAIN	Y					
		7-YES 0-NO 0-ABSTAIN	6-YES 0-NO 1-ABSTAIN	7-YES 0-NO 0-ABSTAIN					



PLAN AND ZONING COMMISSION

Meeting Date: January 6, 2015
Request: Final plat for a two lot commercial subdivision (Terrace Ridge Park 9th Addition)
Location: West of the terminus of Market Square Circle, which is west of Utica Ridge Road
Case No.: F15-01
Applicant: S.J. Russell, L.C. on behalf of VMI-Black Hawk Hills/Terrace Ridge LLC

Recommendation:

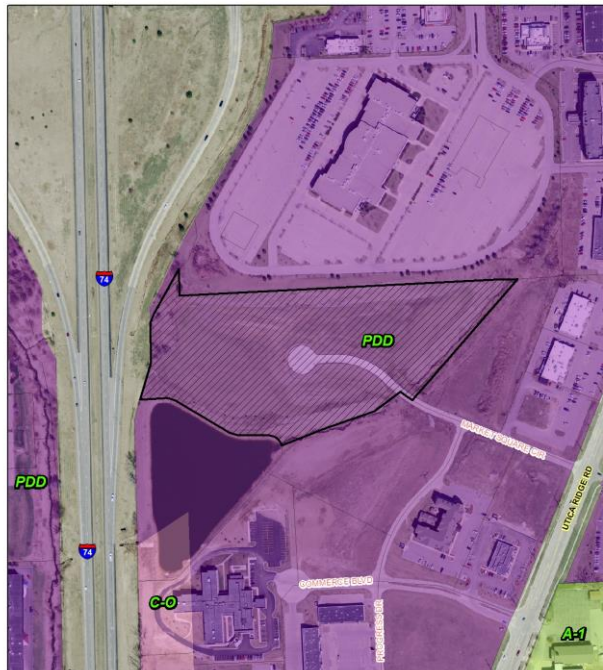
Staff recommends that the City Plan and Zoning Commission forward Case No. F15-01 to the City Council with a recommendation for approval subject to the conditions stated below.

Introduction:

This is a final two (2) lot final plat, which is a replat of Lot 1 of the 7th Addition. The property contains 11.48 acres, more or less, of property and is located adjacent to the western terminus of Market Square Circle, which is west of Utica Ridge Road.

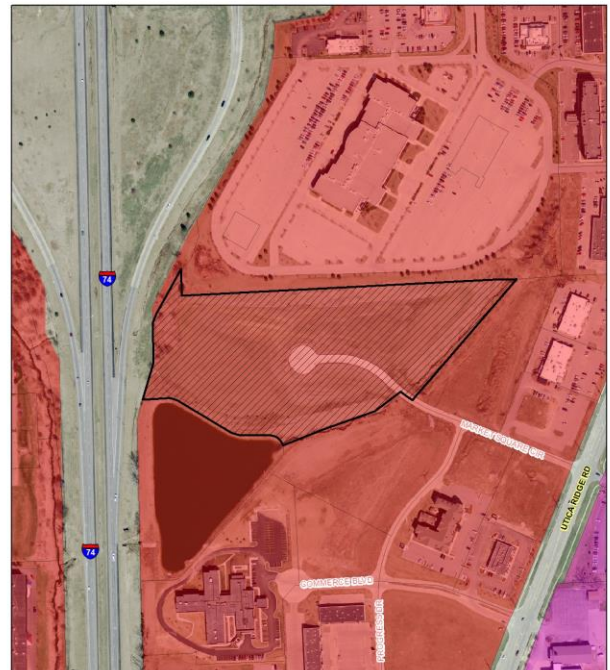
AREA CHARACTERISTICS:

Zoning Map



- Subject Property
- A-1 Agricultural
- C-O Office Shop District
- PDD Planned Development District

Davenport 2025 Proposed Land Use Map



- Subject Property
- CO - Commercial Office
- CR - Commercial Retail

Background:**Comprehensive Plan:**

Within Urban Service Area: Yes

Proposed Land Use Designation: *Commercial Retail District (CR) provides a mixture of commercial uses, primarily retail. Retail in CR can be best described as being the most intense retail development, like shopping malls, supercentres, and "big box" retail site, which service a large metropolitan area.*

Relevant Goals to be considered in this Case: Goal No. 7-*Create a positive business climate that encourages growth of existing and new businesses.* Objective b.-*Retain existing and attract new business and industry.*

The proposed use would comply with the Davenport 2025 proposed land use section.

Zoning:

The subject and surrounding property was rezoned to "PDD" Planned Development District in 2002. The adopted Land Use Plan specifies that the property is to be developed as "Commercial/Hotel/Office/Assisted Living/High Density Residential".

The intent of the PDD Planned Development District is to *provide for development of modern commercial and mixed use planned developments designed as a unit and constructed in one or more phases. The development shall relate to abutting traffic facilities and be compatible with surrounding areas.* The property is subject to the "HCOD" Highway Corridor Overlay District. "Outlots" incorporated into larger shopping centers are permitted to have one ground sign a maximum of 15 feet in height and a maximum sign area of 100 square feet.

Technical Review:**Streets**

The subject property is located south of the terminus of Market Square Circle, a private roadway.

Storm Water

Detention is provided by the regional basin at the south side of the development.

Physical development would require a National Pollutant Discharge Elimination System (NPDES) and a Storm Water Pollution Prevention Plan (SWPPP) from the State of Iowa. These would need to be submitted to the Natural Resources Division in order to receive the required Construction Site Erosion and Sediment Control (COSESCO) permit.

Sanitary Sewer.

There are 8 inch sewer lines on the south of Market Square Circle.

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

Emergency Services.

The subject property is located approximately 1.4 miles from the nearest fire station (Fire Station No. 8).

Parks/Open Space.

The proposed plat does not impact any existing parks or public open spaces.

Public Input:

There is no public input for a "PDD" final development plan.

Discussion:

The subject and surrounding property was rezoned to "PDD" Planned Development District in 2002. The adopted Land Use Plan specifies that the property is to be developed as "Commercial/Hotel/Office/Assisted Living/High Density Residential".

This is a final two (2) lot final plat, which is a replat of Lot 1 of the 7th Addition. The streets within the Terrace Ridge Park commercial subdivision are private, which explains why the property lines extend to the middle of the roadway.

Staff Recommendation:

Findings:

1. The proposal advances the City Council Goal "added emphasis on economic development";
2. The proposal strengthens the existing built environment; and
3. The proposal is quality infill development which will utilize existing City infrastructure.

Staff recommends that the City Plan and Zoning Commission accept the listed findings and forward Case F15-01 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met; and
3. That the Final Plat be renamed to Terrace Ridge Park Ninth Addition.

Prepared by:

A handwritten signature in blue ink, appearing to read "Ryan Rusnak", with a stylized flourish at the end.

Ryan Rusnak, AICP
Planner II

Attachments:

Aerial Map
Final Plat



Subject Property



FINAL PLAT

TERRACE RIDGE PARK EIGHTH ADDITION

TO THE CITY OF DAVENPORT, IA

BEING A REPLAT OF LOT 1 OF TERRACE RIDGE PARK SEVENTH ADDITION
CITY OF DAVENPORT, COUNTY OF SCOTT, IOWA

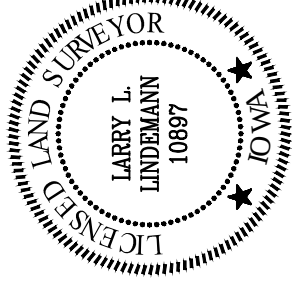
SURVEYOR'S FINAL PLAT CERTIFICATE

I, LARRY L. LINDEMANN, AN IOWA PROFESSIONAL LAND SURVEYOR NO. 10897, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IOWA, DO HEREBY CERTIFY THAT THIS PLAT OF **TERRACE RIDGE PARK EIGHTH ADDITION** TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION AND ACCORDING TO THE LAWS OF THE STATE OF IOWA AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

LOT 1 OF TERRACE RIDGE PARK SEVENTH ADDITION, TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.

MONUMENTS SHOWN ON THIS PLAT HAVE BEEN SET OR WILL BE SET WITHIN 30 DAYS OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF DAVENPORT. AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND OCCUPY THE POSITIONS SHOWN THEREON.

IN WITNESS THEREOF, I HEREUNTO AFFIX MY HAND AND SEAL THIS _____ DAY OF _____, 2014 A.D.



LARRY L. LINDEMANN, IOWA LICENSE NO. 10897
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2015

APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: _____ ATTEST: _____
DATE: _____

CITY PLAN & ZONE COMMISSION

BY: _____ DATE: _____

MEDIACOM

DATE: _____

IOWA – AMERICAN WATER COMPANY

DATE: _____

CENTURY LINK

DATE: _____

MIDAMERICAN ENERGY

DATE: _____

APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD LENGTH	DELTA
C1	218.42'	260.00'	S 64°39'47" E	212.08'	48°07'58"
C2	54.71'	500.00'	S 45°51'56" E	54.68'	6°16'09"
C3	51.79'	500.00'	S 52°08'15" E	51.77'	5°56'05"
C4	62.99'	52.00'	N 52°42'34" W	59.10'	69°24'18"
C5	54.06'	100.00'	N 72°04'05" W	53.38'	30°58'27"
C6	40.09'	70.00'	N 72°57'40" W	39.55'	32°48'51"

LEGEND:

DEED DIMENSION = (0.00')

FIELD DIMENSION = 0.00'

MONUMENTS FOUND:

#13974 (UNLESS NOTED) = ●

CUT "X" IN CONCRETE = X

MONUMENTS SET:

#4 REBAR W/ RED CAP #10897 = ○

BOUNDARY LINE = _____

ROAD CENTER LINE = _____

EASEMENT LINE = _____

SETBACK LINE = _____

SECTION LINE = _____

NOTES:

1) FLOOD ELEVATION BASED ON FIRM MAPS IS 647.0' MSL
LOWEST FLOOR ELEVATION SHALL BE 654.0' MSL
PER DOCUMENT #2006–39477

2) STORM WATER DETENTION IS REQUIRED FOR THIS SUBDIVISION.
REGIONAL STORM WATER DETENTION IS LOCATED ON OUTLOT A, TERRACE RIDGE PARK, SECOND ADDITION.

3) THE OWNERS OF LOTS ON WHICH A DRAINAGE EASEMENT HAS BEEN ESTABLISHED SHALL MAINTAIN SAID EASEMENT AS A LAWN PLANTED IN GRASS AND FREE OF STRUCTURES, FENCES, FILL, BUSHES TREES, SHRUBS, OR OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF STORM WATER.

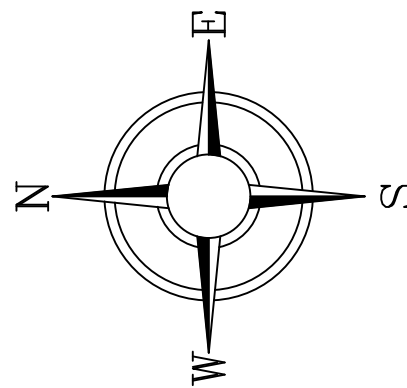
SETBACKS PDD

MIN. LOT WIDTH: NONE

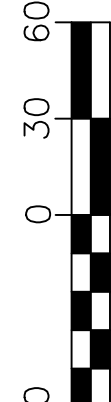
FRONT YARD DEPTH: 25 FEET

SIDE YARD WIDTHS: 10 FEET

REAR YARD DEPTH: NONE



GRAPHIC SCALE



(IN FEET)

1" = 60' (24x36)

PLAT INFORMATION

1. Area of Subdivision:

11.543 Acres +/-

2. Owner:

S.J. Russell, L.C.
4600 E. 53rd Street
Davenport, IA 52807

3. Engineer:

Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236

4. Surveyor:

Larry Lindemann
1011 South Elsie
Davenport, Iowa 52802



DATE: 12/08/14 TE PROJECT NO: RUSSELL-TRP8

DRAWN BY: MDR

CHECKED BY: LLL

DRAWING LOCATION

S:\RUSSELL\BUBBLE\FINAL PLAT TRP8.dwg

NO.

DESCRIPTION

DATE

REVISIONS:

DESCRIPTION

DATE

PROJECT

FINAL PLAT

TERRACE RIDGE PARK SEVENTH ADDITION

TO THE CITY OF DAVENPORT, IA

DEVELOPER

S.J. RUSSELL, L.C.

4600 E. 53rd STREET

DAVENPORT, IA 52807

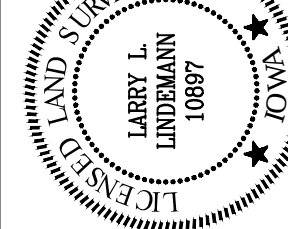
SHEET NO.

1

OF

1

I hereby certify that this land surveying document was prepared and that I am a duly licensed land surveyor under the laws of the State of Iowa.



LARRY L. LINDEMANN P.L.S.
Iowa License Number: 10897
My License Expires: December 31, 2015
Pages or sheets covered by this seal: 1

Date

City of Davenport

Committee: Community Development
Department: CPED
Contact Info: Bruce Berger
Wards: 3

Action / Date
COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing, L.L.C., petitioner).

Relationship to Goals:

Background:

ATTACHMENTS:

Type		Description
📎	Cover Memo	Res 315 Pershing
📎	Cover Memo	Concept Plan

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing L.L.C., petitioner).

WHEREAS, 315 Pershing L.L.C., represented by Kyle Peters, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 315 Pershing Project, a mixed-use, new construction project consisting of roughly 5,000 sq. ft. of commercial and 14 units of market rate housing located at the northeast corner of 3rd Street and Pershing Avenue; and

WHEREAS, successful completion of the 315 Pershing Project requires funding from a number of sources, including an award of WHTCs at an estimated amount of \$294,000; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 315 Pershing Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$4.5 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 315 Pershing Project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk



 GERE DENİZ ARKİTEKTLERİ
01.29.15

City of Davenport

Committee: Other Ordinances, Resolutions, and Motions

Department: CPED

Contact Info: Bruce Berger

Wards: 3

Action / Date

COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady Project (501 Brady Associates, L.P., petitioner).

Relationship to Goals:

Neighborhood improvements.

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution for 5th and Brady

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady project (501 Brady Associates, L.P., petitioner).

WHEREAS, 501 Brady Associates, L.P., represented by Frank Levy, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 5th and Brady Project, a 24-unit housing project located at the northeast corner of 5th and Brady Streets; and

WHEREAS, successful completion of the 5th and Brady Project requires funding from a number of sources, including an award of WHTCs in the estimated amount of \$XXX; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 5th and Brady Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$5.4 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 5th and Brady project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk

City of Davenport

Committee: Community Development
Department: CPED
Contact Info: Bruce Berger
Wards: 3

Action / Date
COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady Project (601 Brady Associates, L.P., petitioner).

Relationship to Goals:

Neighborhood improvements.

Background:

The 601 Brady Project (in pre-development by 601 Brady Associates, L.P., represented by Newbury Living from Des Moines) seeks to convert the Priester Building from office to market rate housing, with the possibility of adding a floor. The developer anticipates applying for State Historic Tax Credits in July and would create up to 30 housing units.

Earlier this week, IEDA opened up the opportunity for developers to directly apply for a new program called Workforce Housing Tax Credits (WHTCs). This program replaces the former Iowa Enterprise Zone program, which was terminated in June 2014. While the programs have similarities, one of the key differences is that projects must document local funding match of at least \$1,000 per unit.

The developer was already planning to apply for the City's Urban Revitalization Tax Exemption (URTE) program and would have been considered with all of the other applications later in February. However, the new Iowa WHTC application process requires documentation of the local match to be considered complete. Further, the WHTCs will be allocated on a first-come, first-served basis.

As such, it is suggested that Council consider taking action on this at Committee-of-the-Whole to allow the WHTC application to be as competitive as possible with other applications across the State. Approval will authorize the Mayor, City Administrator, and their designees to execute documents necessary to support the WHTC application and URTE approval.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Res 601 Brady
▣ Cover Memo	Concept Plan

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady project (601 Brady Associates, L.P., petitioner).

WHEREAS, 601 Brady Associates, L.P., represented by Frank Levy, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 601 Brady Project, a 30-unit housing project located at the northeast corner of 6th and Brady Streets; and

WHEREAS, successful completion of the 601 Brady Project requires funding from a number of sources, including an award of WHTCs in the estimated amount of \$325,000; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 601 Brady Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$4.8 million.

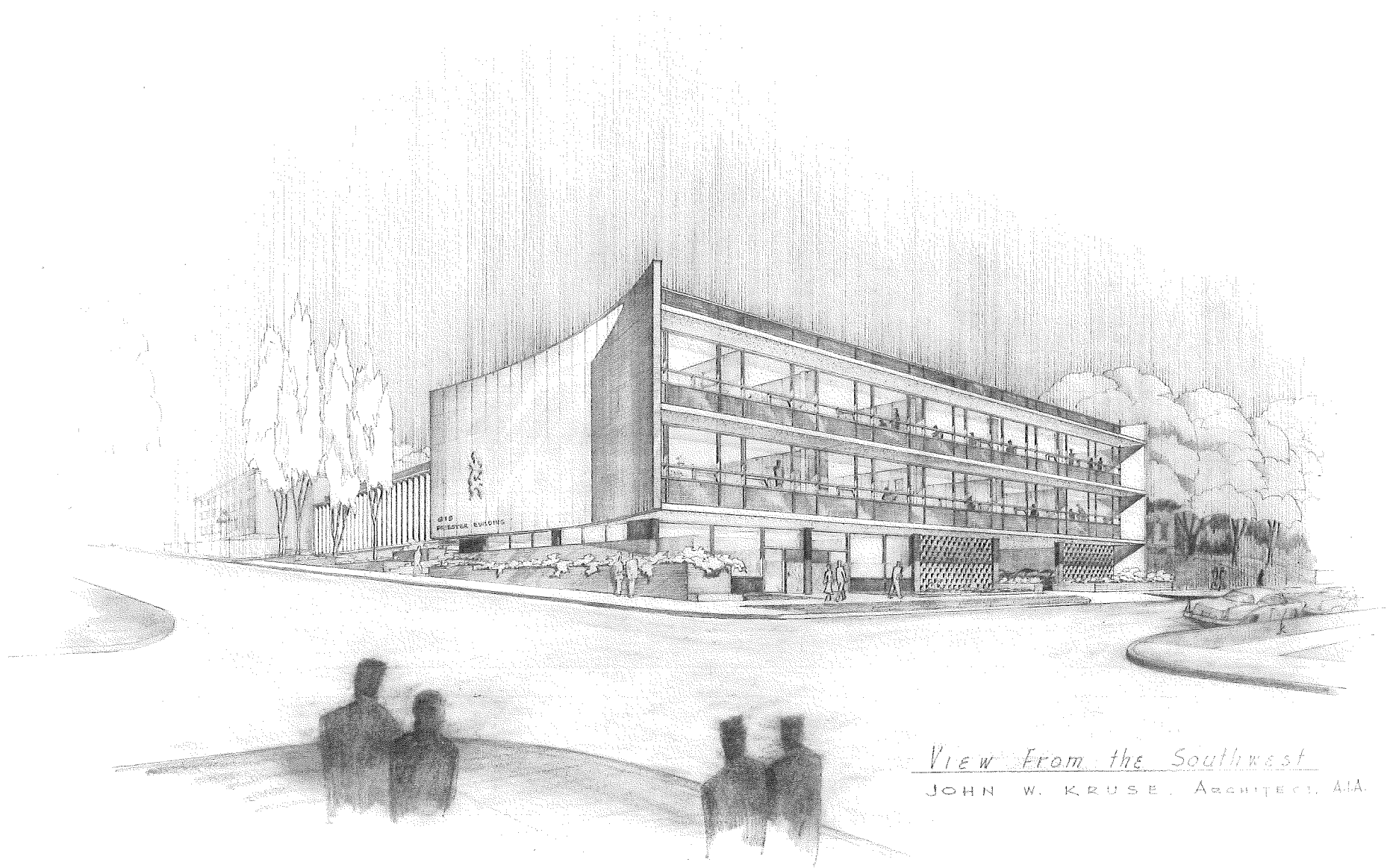
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 601 Brady project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk



View From the Southwest

JOHN W. KRUSE, ARCHITECT, AIA.

City of Davenport

Committee: PS
Department: Legal
Contact Info: T Warner 7735
Wards: All

Action / Date
1/7/2015

Subject:

Third Consideration: Ordinance amending subsection 5.10.105(C) of the Davenport Municipal Code to exempt neighborhood markets from the distance separation requirements

Relationship to Goals:

Background:

A growing national trend exists for small grocery stores to service nearby neighborhoods. These neighborhood markets are generally 5000 square feet or more and carry a slightly less varied product line than the prototypical grocery store, but the neighborhood market carries more variety of items than a convenience store.

The proposed ordinance exempts neighborhood markets from the alcoholic beverage distance separation requirements, so in the future these markets will be treated like grocery stores.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Ord Neighborhood Market

ORDINANCE NO. _____

Ordinance amending subsection 5.10.105(C) of the Davenport Municipal Code to exempt neighborhood markets from the distance separation requirements

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

Section 1. That Subsection 5.10.105(C) of the Davenport Municipal Code is hereby amended to be read as follows:

C. A neighborhood market, grocery store or supermarket licensed for off-site consumption only shall not be subject to the limitations contained in subsections A and F of this section. A neighborhood market, grocery store or supermarket shall be generally defined as a business that offers for sale a wide variety of goods including, but not limited to, foodstuff, meat, dairy, eggs, fresh produce, fresh baked goods, drinks, pharmaceuticals, health care and hygienic products, and other household products that are regularly used in the home by consumers. A neighborhood market is the smallest of the exempt stores and has the least variety of product selections amongst the exempt stores. A convenience store, which is subject to the limitations contained in subsections A and F, is by contrast, a smaller store or shop of less than 4500 square feet with less product selection than a grocery store, generally accessible business hours, often located alongside busy roads. A convenience store can take the form of a gas station supplementing its income with retail goods or a retail store that has added gas to the list of goods it has to offer. Size of the facility and limited product selection are key differences between a neighborhood market/grocery store/supermarket and a convenience store; another would be supermarket customers frequently shop by putting their product selections into a shopping cart or basket.

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

Committee: Public Safety
Department: Traffic Engineering
Contact Info: Gary Statz; (563) 326-7754
Wards: 1

Action / Date
PS2/4/2015

Subject:

First Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Glaspell St in front of the residences at 2617 and 2624 Glaspell St. *[Ward 1]*

Relationship to Goals:

Revitalized Neighborhoods & Corridors

Background:

There are 3 handicap care facilities in the 2600 block of Glaspell Street. Employees from these facilities are parking in front of the private homes on this block instead of in front of or on the property of the care facilities. The homeowner at 2624 Glaspell has a care facility on each side of his property and one directly across the street. The homeowner at 2617 Glaspell has one on his west side and one directly across the street. The other two private properties in this neighborhood are currently vacant.

ATTACHMENTS:

Type	Description
☐ Backup Material	Resident Parking Page 2

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY ADDING GLASPELL STREET IN FRONT OF THE RESIDENCES AT 2617 AND 2624 GLASPELL STREET.

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

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:

Glaspell Street in front of the residences at 2617 and 2624 Glaspell 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 _____

William E. Gluba
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

City of Davenport

Committee: Public Safety Committee
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: 3, 5, 6

Action / Date
PS2/11/2015

Subject:

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

Relationship to Goals:

Support of local events.

Background:

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

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution

RESOLUTION NO. 2015-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: Kilkenny's Pub

Event: St. Patricks Day outdoor events

Date: March 13-14

Time: 8:00 pm to Midnight (March 13); 8:00 am to 9:00 pm (March 14)

Closure Location: 3rd Street on the north side adjacent to Kilkennys & Carriage Haus

Wars: 3

Entity: Shenangian's
Event: St. Patricks Day outdoor events
Date: March 14th
Time: 1:00 pm to 8:00 pm
Closure Location: 3rd Street on the south side adjacent to Shenangians
Ward: 3

Entity: The Office
Event: St. Patricks Day outdoor events
Date: March 13-15th
Time: After St. Patrick's Parade until March 15th at 8:00 am
Closure Location: 3rd Street on the north side 2 lanes adjacent to The Office
Ward: 3

Entity: Davenport Central Marching Blue Devils
Event: 5K Run/Walk
Date: March 28th
Time: 5:00 AM to Noon
Closure Location: Main Street from 12th Street to 5th Street; west on 5th Street to Ripley Street; south on Ripley Street to bikepath; west on bikepath to turnaround and return, ending at Central High School
Ward: 3



Entity: Stickman Race Group
Event: The Easter Egg Scramble 5k Race
Date: April 4th
Time: 5:30 AM – 1:00 PM (Race course from 8:45 AM – 10:30 AM Only)
Closure Location: Christy Street from 11th-12th Streets; 11th Street (closed 6:00 AM – 1:00 PM), Jersey Ridge Road to Middle Road, Middle Road to Eastmere to Bettendorf City Limits and River Drive from City of Davenport City Limit east to River Street to finish at 11th & Christy
Ward: 5, 6

Entity: Quad Cities River Bandits
Event: Foot Race
Date: April 11th
Time: 8:00 AM – 10:00 AM
Closure Location: 2nd Street between Western and Gaines
Ward: 3

Approved this 11th day of February, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Committee: Public Safety
Department: Revenue
Contact Info: Sherry Eastman 326-7795
Wards: ALL

Action / Date
PS2/4/2015

Subject:
Motion approving beer and liquor license applications.

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

Ward 5

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

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

Ward 1

Sub Express and Gas (Janki Food Mart Inc.) - 4307 West Locust Street - License Type: E Liquor

Ward 3

Antonella's Trattoria Ristorante (Antonella's Trattoria Ristorante Inc.) - 112 West 3rd Street - License Type: C Liquor

1st Stop (Lila LLC) - 1139 Brady Street - License Type: C Beer - B Wine

Kong's Thai Bistro (Kong's Thai Bistro LLC) - 510 Brady Street - License Type: C Liquor

Quad Cities Convention and Visitors Bureau (QCCVB) - 102 South Harrison Street - Outdoor Area - License Type: Native Wine

Rhythm City Casino (RC Casino LLC) - 101 West River Drive - Outdoor Area - License Type: C Liquor - B Wine

Tappa's Steak House (Big Tap Productions Inc.) - 1620 Rockingham Road - License Type: C Liquor

Ward 4

The Pour House (Boss Lady Inc.) - 1502 West Locust Street - Outdoor Area - License Type: C Liquor

Ward 5

Brady Mart Food and Liquor (Midwest Stores LLC) - 3107 Brady Street - License Type: E Liquor - B Wine - C Beer

Kwik Shop No 588 (Kwik Shop Inc.) - 1136 East Locust Street - License Type: E Liquor - C Beer

Stadium Club (Si's Inc.) - 2828 Brady Street - License Type: C Liquor

Relationship to Goals:
Support local businesses.

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

City of Davenport

Committee: Public Safety Committee
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: 3

Action / Date
PS2/4/2015

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

COMMITTEE ACTION ONLY

Relationship to Goals:
Support local events.

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

Kilkenny's Pub, 303 W 3rd Street, March 13th 8:00 pm to Midnight and March 14th 8:00 am to 9:00 pm, Over 50 dBA, Ward: 3

The Office, 116 W 3rd Street, March 14-15, 6:00 am to 8:00 am, Over 50 dBA, Ward 3

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Ron Hocker; 563-327-5169
Wards: All

Action / Date
PW1/7/2015

Subject:

Third Consideration: Ordinance amending Chapter 16.28.060(A) entitled "Improvements - Sewers" of the Municipal Code of Davenport, Iowa, by amending Section 16.28.060(A) thereto establishing the authority to allow the City to collect compensation for televising services performed in the process of sanitary sewer acceptance. *[All Wards]*

Relationship to Goals:

Financially Responsible City Government.
Upgraded City Infrastructure & Public Facilities.

Background:

New sanitary sewers are routinely constructed as part of private developments throughout the City. Before these sewers are accepted as part of the City's collection system, the Sewer Division uses CCTV cameras to inspect the lines to identify any defects, which must then be repaired prior to acceptance. While such inspection is necessary to ensure that the construction complies with plans and specifications, there is currently no fee charged for this service. The recently passed Storm Water Management Ordinance (Chapter 13.34) provides the statutory authority for the city council to establish fees for the televised inspection of storm sewers. The proposed change to the ordinance will provide the same authority for the televised inspection of sanitary sewers.

ATTACHMENTS:

Type	Description
Backup Material	Ordinance

ORDINANCE NO.

ORDINANCE amending Chapter 16.28.060(A) entitled "Improvements - Sewers" of the Municipal Code of Davenport, Iowa, by amending Section 16.28.060(A) thereto establishing the authority to allow the City to collect compensation for televising services performed in the process of sanitary sewer acceptance.

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

That Chapter 16.28.060(A) entitled "Improvements - Sewers" is hereby amended to read as follows:

Where a public sanitary sewer is reasonably accessible, the subdivider shall connect or provide for the connection with such sanitary sewer and shall provide within the subdivision the sanitary sewer system required to make the sewer accessible to each lot in his subdivision. Sewers on public property or easements shall have the approval of the Iowa State Board of Health. Adequate provision shall be made for the disposal of stormwater, subject to the approval of the city engineer and the city council. Prior to acceptance of sanitary sewer installed by private contractor, the City of Davenport Sewer Division must televise the lines to ensure that they meet acceptable city standards. Fees for this service shall be set from time to time by city council resolution and will be billed to the developer or property owner and must be paid before the system will be accepted and released for further development.

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. 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

Committee: Public Works
Department: Public Works
Contact Info: Nick Schmuecker; (563) 327-5162
Wards: 5

Action / Date
PW2/4/2015

Subject:

Resolution approving the plans, specifications, forms of contract and estimated cost for the FY2015 Fulton Court Storm Sewer Separation Project, CIP Project #10143. *[Ward 5]*

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This Fulton Court Storm Sewer Separation Project will separate the storm water from the sanitary sewer. An existing catch basin will be utilized to route the storm water to an existing line southwest of Fulton Court.

The project is scheduled to bid this winter with construction completed by July 1, 2015. The current estimate is \$100,000 and budgeted in CIP Project #10143.

ATTACHMENTS:

Type	Description
❏ Backup Material	PW_RES PLANS SPECS FULTON COURT SEWER SEPARATION PAGE 2
❏ Cover Memo	Fulton Res Doc 1
❏ Backup Material	Fulton Res Doc 2
❏ Backup Material	Fulton Res Doc 3

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council of the City of Davenport.

Resolution approving the plans, specifications, form of contract and estimated cost for the Fulton Court Storm Sewer Separation Project, FY2015 CIP Project #10143.

Whereas, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Fulton Court Storm Sewer Separation 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 Fulton Court Storm Sewer Separation Project.

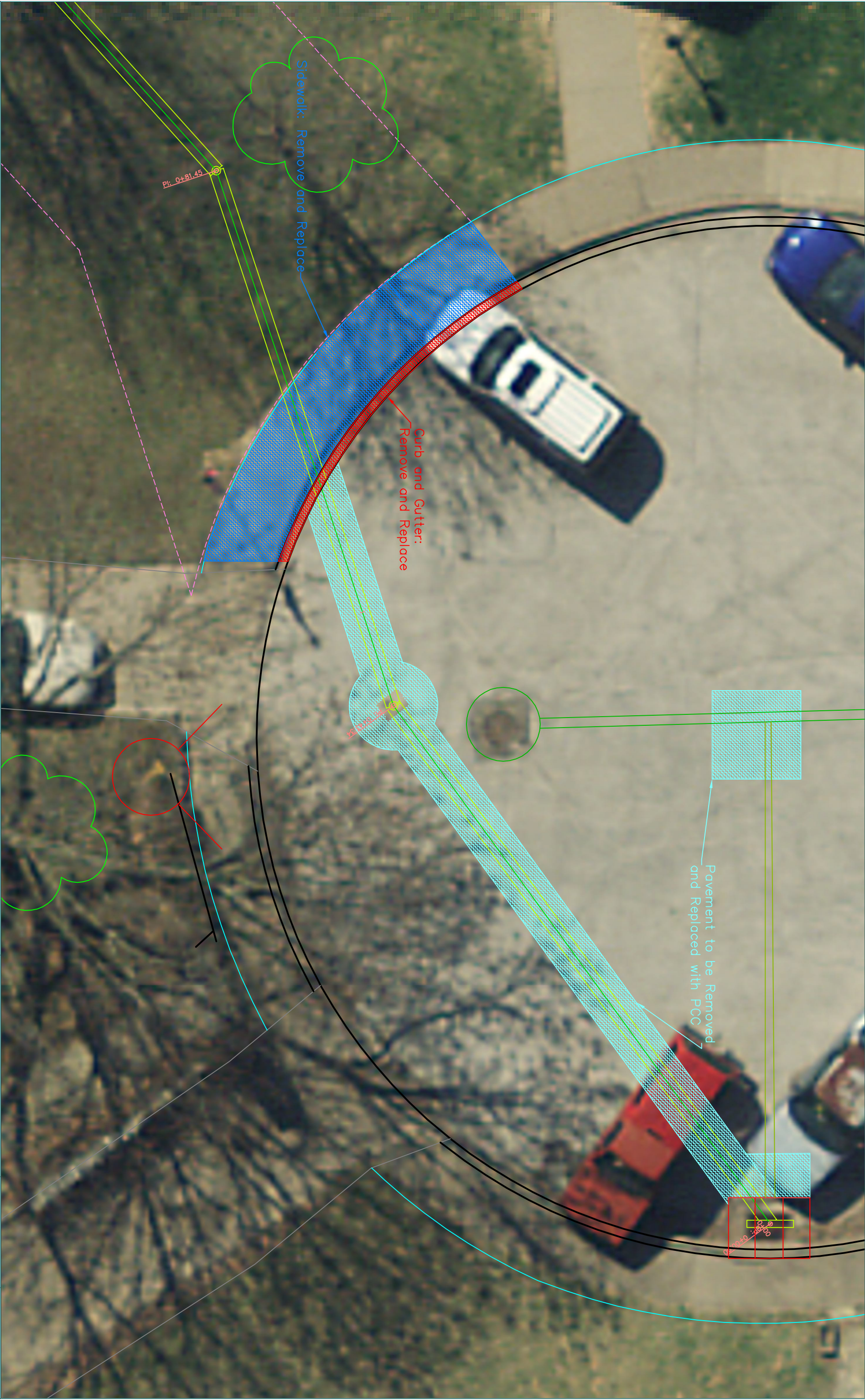
Passed and approved this 11th day of February, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

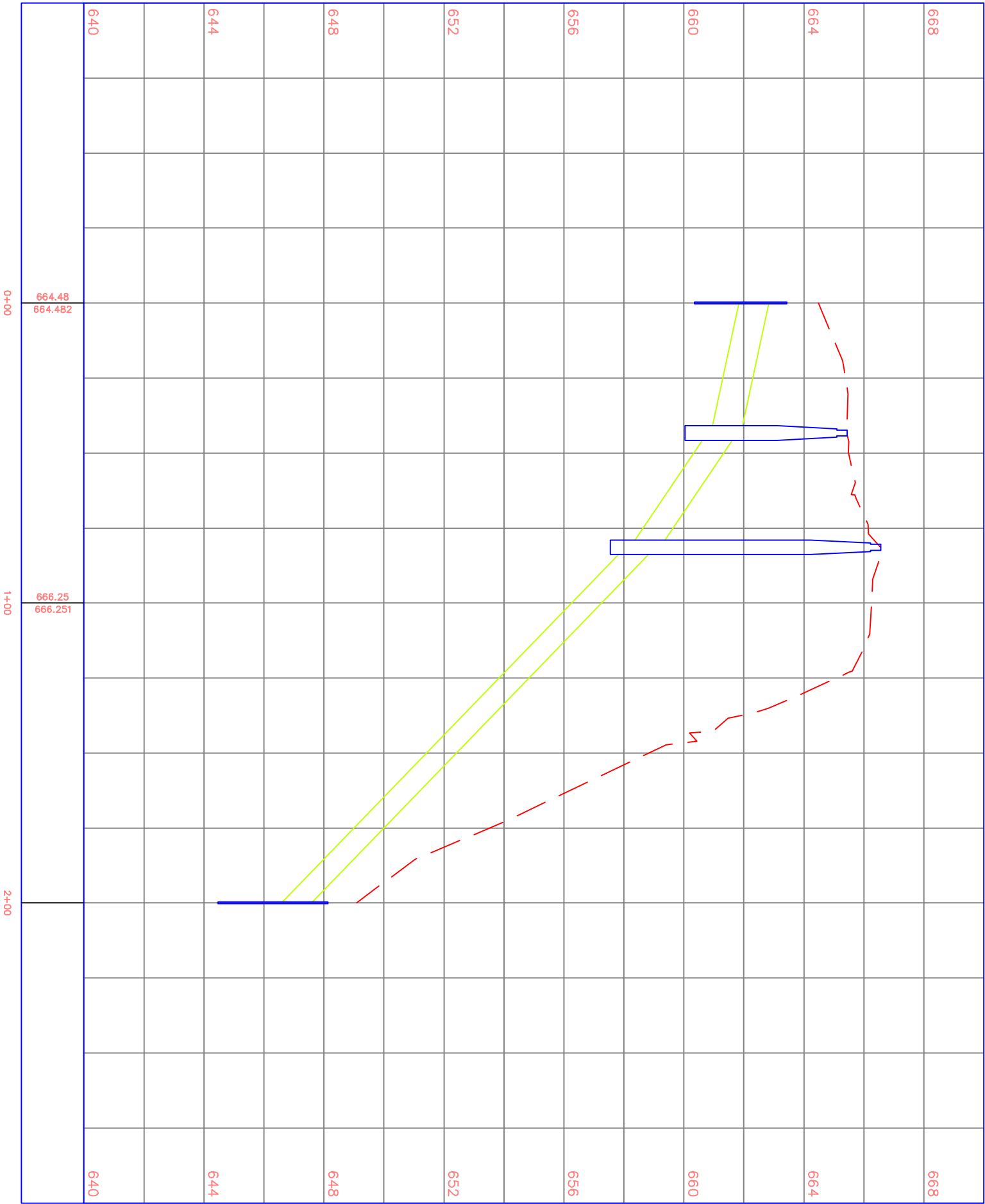


City of Davenport, Iowa Engineering Division 1200 E. 48th Street Davenport, Iowa 52807 (563) 328-7728 Fax (563) 327-5182		FULTON COURT STORM SEWER SEPARATION PROJECT		DESIGNED BY: NJS DRAWN BY: NJS CHECKED BY: DWG. FILE: SCALE: 1"=3'		DATE: 01/28/2015 REVISED:	
SCOTT COUNTY		PAYMENT SHEET		PROJECT NUMBER		CIP #10143	
				STATE		IOWA	
				ANNA REGION		7	
				FISCAL YEAR		2015	
				SHEET NO.		#	
				TOTAL SHEETS		#	



 City of Davenport, Iowa Engineering Division 1200 E. 48th Street (563) 328-7728 Davenport, Iowa 52807 Fax (563) 327-5182 FULTON COURT STORM SEWER SEPARATION PROJECT SITE LAYOUT PROJECT NUMBER CIP #10143										DESIGNED BY: NJS DRAWN BY: NJS CHECKED BY: DWG. FILE: SCALE: 1"=7' STATE MMMA REGION YEAR SHEET NO. TOTAL SHEETS																																							
SCOTT COUNTY										IOWA										7										2015										#									

PROPOSED STORM SEWER PROFILE



City of Davenport, Iowa Engineering Division 1200 E. 48th Street (563) 328-7728		FULTON COURT STORM SEWER SEPARATION PROJECT PROFILE		DESIGNED BY: NJS DRAWN BY: NJS CHECKED BY: DWG. FILE: SCALE:		DATE: 01/27/2015 REVISED: PROJECT NUMBER CIP #10143		STATE IOWA		ANNA REGION 7		TRIAL YEAR 2015		SHEET NO. #		TOTAL SHEETS	
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City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Jim Bengé; (563) 327-5141
Wards: 8

Action / Date
PW2/4/2015

Subject:

Resolution approving the utility extension agreement between the City of Davenport and MidAmerican Energy in the amount of \$57,377.89 for the EIIC Transload Facility Construction Project, CIP Project #10325. *[Ward 8]*

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

The project includes construction of the Transload Facility and related infrastructure improvements. The Transload Facility will be used to transfer materials between rail cars and semi-trailers that will service the local market through supply of materials and shipping of goods manufactured locally. The project includes the construction of rail spur lines connecting the EIIC Rail Spur to the existing Canadian Pacific mainline, a staging and storage pad, warehouse and associated infrastructure.

This agreement provides underground electrical service and a gas main extension that will run east from Hillandale Road to the Transload Facility and along the south side of the new paved access road.

By approving this resolution, the Mayor is authorized to sign and execute the agreement in the amount of \$57,377.89.

ATTACHMENTS:

Type	Description
□ Backup Material	Additional Info
□ Backup Material	Page 2 Transload Facility



18-2
9-9-10

Customer's Authorization

The work described below will be done at: City of Davenport		WMIS Number: 2450115	
Street		Bill Acct. Number: _____	
8901 Hillandale Rd	Davenport Ia. 52806	Taken By: B Powers	
City	State Zip	Date: 12/10/2014	
The customer requests MidAmerican Energy to do the following work: Install approx. 2450' 4" gas main & service to serve City of Davenport's Transload Facility.		BILL TO: City of Davenport	
When the work described is complete, Customer promises to pay:		Home 1200 E 46th St	
SUMMARY OF WORK		Street	
main & service installation costs	\$ 12911.98	Davenport Ia 52806	
Davenport permit (not taxed)	\$ 2625.00	City State Zip	
Tax 27.03 %	\$ 3490.10	Phone No. _____	
TOTAL COST TO CUSTOMER	\$ 19027.08	DATE REQUESTED _____	

Indicate North:

Diagram of Facility Location

Applicant shall locate and mark all privately owned underground facilities and systems (including but not limited to water services, culverts, irrigation systems, drain pipes, septic lines, conduit and underground wiring) to conform with the current version of Recommended Marking Guidelines for Underground Utilities and the uniform color code established by the American Public Works Association, prior to MidAmerican Energy's construction. MidAmerican Energy will not be responsible for damage to unmarked or incorrectly marked privately owned underground facilities.

MidAmerican Energy will not replace sod nor be responsible for lawn, landscape, or hard surfaces (concrete, asphalt, etc.) restoration due to the installation/relocation of the gas and/or electric facilities.

The undersigned has read the back and front of this agreement and requests MidAmerican Energy to install and/or relocate its facilities on the property listed above.

SIGNATURE, CUSTOMER'S AGENT

DATE

CUSTOMER'S SIGNATURE

DATE

A drawing of the proposed gas and/or electric facility work must be included on the front of this authorization. The gas and/or electric facility location must be approved by your local MidAmerican Energy Customer Technician before any work is started. MidAmerican Energy shall have the sole right to determine the location of the service lines and meters.

The Applicant agrees to comply with all applicable codes, rules, regulations and MidAmerican Energy's tariffs, Electric Service Manual, and Gas Service Manual as filed with the appropriate state utilities board or commission. Failure to comply may result in charges.

Applicants for service to commercial, industrial or residential buildings, including multifamily dwellings, should obtain from MidAmerican Energy, information regarding gas pressure, voltage, transformers, metering, etc. before starting construction.

Applicant will provide, without cost to MidAmerican Energy, such easements as are necessary for the installation and maintenance of MidAmerican Energy's facilities on private property within the area served. No building shall be constructed and/or changes made in ground elevation by the applicant within MidAmerican Energy's easement area without written permission from MidAmerican Energy indicating that said construction and/or ground elevation changes will not interfere with MidAmerican Energy's rights to operate and maintain its facilities.

The Applicant is responsible for ensuring that all gas piping and any other gas and/or electric equipment is properly installed and adjusted in accordance with local and national codes and MidAmerican Energy requirements. Consistent with MidAmerican Energy's Tariffs, no inspection by MidAmerican Energy, or failure to object to the applicant's installation, shall render MidAmerican Energy liable for any damage or injury caused by problems with the Applicant's equipment and facilities. Any inspection of Applicant's equipment or piping by MidAmerican Energy during service initiation, pilot lighting or leak investigation is for the sole purpose of determining whether MidAmerican Energy owned equipment is operating properly.

Applicant agrees to indemnify, protect and hold harmless MidAmerican Energy from and against all liability, damage, loss, claims and actions of any nature whatsoever arising out of or occurring as a result of the Applicant's negligence or noncompliance with any and all terms of the Agreement.

The relocation/installation of facilities is subject to MidAmerican Energy's tariff on file with, and as may be amended by, the respective tariffs in Illinois, Iowa, Nebraska, and South Dakota.

If Applicant requires that the facility work be completed during the winter construction season, an additional non-refundable charge may be billed. MidAmerican Energy reserves the right to determine when such winter construction season exists and the extra associated cost. Your local MidAmerican Energy Customer Technician can provide current dates and costs.

Contact your MidAmerican Energy Customer Technician for facility work costs for your service type. Relocation/installation costs are based on machine trenching in normal soil. An extra charge may be billed for unusual conditions incurred, such as rock and buried obstructions.

MidAmerican Energy will inspect the site for readiness and schedule the work after the Applicant has the site prepared and ready for installation/relocation for the gas facilities. MidAmerican Energy will not be liable for any delays in the installation of the gas facilities.

Site readiness is determined by the following:

- ☐ The foundation shall be backfilled and the ground shall be within 4" of final grade where the gas and electric facilities are to be installed.
- ☐ Meter site ground shall be backfilled and properly compacted to prevent settling.
- ☐ All material and obstructions shall be removed from the route and area where the gas and electric facilities are to be installed.
- ☐ The gas riser bracket or meter bracket shall be installed where applicable.
- ☐ The electric meter socket shall be installed and entrance wiring approved by your local municipal inspector where applicable. Electric sockets must be permanently marked with the service address. MidAmerican Energy's Electric Service Manual describes the method for marking.
- ☐ Address and lot number shall be clearly posted at property prior to work being scheduled.
- ☐ See your local MidAmerican Energy Customer Technician for other possible requirements.

MidAmerican Energy will turn on gas service when the customer piping is connected to the meter outlet and passes a no flow check. In addition for multiple meter sets, each fuel line must be permanently marked with the service address before service initiation. MidAmerican Energy's Gas Service Manual describes the method for marking.

See MidAmerican Energy's Gas Service Manual and MidAmerican Energy's Electric Service Manual for relocation/installation requirements for your gas and electric facilities. Copies of both books are available to the Applicant upon request.

MIDAMERICAN ENERGY COMPANY

REFUNDABLE ADVANCE FOR CONSTRUCTION UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL

MidAmerican Energy Company, an Iowa corporation and City of Davenport, agree as follows:

1. MidAmerican Energy Company will extend its electric lines underground 13.2kV distribution lines to serve the new Transload Facility at 8901 Hillandale Rd., Davenport as shown on the attached drawing(s).
2. MidAmerican Energy Company will furnish the necessary labor and materials required to fulfill its undertaking, as specified above, and will commence such work as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's cash deposit indicated below, and will prosecute such work to completion with reasonable diligence. This proposal shall be valid for 60 days from the date of proposal noted at the bottom.
3. In consideration of the receipt of a payment in the amount of \$38,350.81 which is a refundable Advance for Construction, MidAmerican Energy Company agrees to construct necessary electric facilities as set forth above. This amount includes \$2.60 per trench foot for work during the winter construction season. Due to the joint trench installation with gas, this adverse conditions charge is 50% of the total adverse conditions charge of \$5.21 per foot and the balance will be charged on the gas extension contract as a non-refundable amount. Please submit payment with Applicant's signed acceptance of this Proposal.
4. The Advance for Construction is subject to refund based on the following terms and conditions if additional customer(s) are connected:
 - a. Advance for payment shall not accrue interest.
 - b. Advance payment shall be subject to refund to the Applicant for a ten-year period from the date of the original advance payment.
 - c. Refunds shall be equal to three times estimated base revenue for each new customer connecting to the distribution extension to the extent the base revenue exceeds the additional distribution contribution costs incurred by MidAmerican Energy Company to serve individual customers. Base revenue shall be estimated annual revenue, less fuel expense costs, based on similarly situated customers.
 - d. Refunds will be made on the anniversary date of this Proposal.
 - e. MidAmerican Energy Company will make no refunds for revenue

received after ten years from the date of this Proposal.

- f. At no time shall the total of refunds exceed the original Advance for Construction Payment.
 - g. MidAmerican Energy Company will make no refunds to customers served from a further extension of the above described electric line extension.
- 5. Except as may hereinafter be provided, MidAmerican Energy Company shall:
 - a. Not tamp the backfill. Applicant agrees to indemnify and hold MidAmerican Energy Company harmless from any and all damages that may result from the non-tamping of backfill operations conducted by MidAmerican Energy Company. In case any action is brought against MidAmerican Energy Company, or any of its agents or employees, relative to such backfill operations, the Applicant shall assume full responsibility for the defense thereof. Upon failure to do so on proper notice, MidAmerican Energy Company reserves the right to defend such action and charge all costs to the Applicant provided, however, that nothing herein shall be construed as an assumption of liability by the Applicant for damages and claims attributable to MidAmerican Energy Company negligence.
- 6. Applicant shall provide, without cost to MidAmerican Energy Company, such easements as are necessary and incidental to such installation and use of MidAmerican Energy's facilities on private property within the area served. If a 3rd party easement is required any cost associated in obtaining the easement will be paid by the applicant.
- 7. Be responsible for complying with all aspects of compliance as required by any local, state, or federal permit or plan associated with storm water pollution prevention or erosion control. It is specifically understood and agreed that MidAmerican Energy Company is providing the service requested by the Applicant solely for the Applicant. MidAmerican Energy Company will not become or agree to become a co-permittee or operator for the purpose of applicants' compliance with any local, state or federal permit or plan associated with storm water pollution prevention or erosion control.

8. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drain pipes, septic lines, and underground wiring before MidAmerican Energy Company's construction.
9. It is specifically understood and agreed that any distribution systems, or other facilities constructed or installed by MidAmerican Energy Company under terms of this Proposal shall remain the sole property of MidAmerican Energy Company and MidAmerican Energy Company shall determine, as its own judgment indicates, the manner and method of utilization thereof and to extend the same or connect other facilities there to and serve other customers there from as it shall see fit, subject only to such obligations as MidAmerican Energy Company shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to the said distribution system or other facilities by virtue of any provision of this Proposal.
10. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit.

Proposed this 15th day of January, 2015

MIDAMERICAN ENERGY COMPANY

By: 

Title: Manager, Distribution Engineering

Accepted this _____ day of _____

APPLICANT:

By: _____

Title: _____

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution approving the utility extension agreement between the City of Davenport and MidAmerican Energy in the amount of \$57,377.89 for the EIIC Transload Facility Construction Project, CIP Project #10325.

Whereas, the City of Davenport entered into a contract with MidAmerican Energy for the EIIC Transload Facility Construction; and

Whereas, the said utility work or utility extensions herein described and then subject of the agreement is to be installed for the Transload Facility project; and

Whereas, funding for this project is by Federal Grant/Award Number 06-79-05588 U.S. Department of Commerce Economic Development Administration (EDA) and all associated work and then respective closeouts of the project work must be complete per the grant agreement date of 9/13/15; and

Whereas, pricing and agreement has been reviewed and approved by the Public Works Department;

Now, therefore, be it resolved, by the City Council of the City of Davenport that the agreement is executed and payment to the MidAmerican Energy shall be made in the total amount of \$57,377.89 for the EIIC Transload Facility Construction is hereby approved, and the Mayor is hereby authorized to execute said document.

Passed and approved this 11th day of January, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Jim Bengé; (563) 327-5141
Wards: 2

Action / Date
PW2/4/2015

Subject:
Resolution of acceptance for Phase III of the West Side Diversion Tunnel Project, CIP Project #10477. *[Ward 2]*

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
Phase III of the West Side Sewer Diversion Tunnel Project was awarded to Langman Construction, Rock Island, IL. The project constructed approximately 0.7 miles of new 72" trunk sanitary sewer to the north side of Garfield Street behind Williams Middle School, across Duck Creek to Northwest Park and then westerly to the confluence of Duck Creek and Silver Creek and is completed.

\$4,403,543 is the final project cost for Phase III and is funded by the Sewer Revolving Fund loan through the Iowa Financing Authority.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	WST Res Pg2
☐ Cover Memo	Additional Info
☐ Backup Material	Additonal Info - 2

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution of acceptance for Phase III of the West Side Diversion Tunnel Project, CIP Project #10477.

Whereas, the City of Davenport entered into a contract with Langman Construction of Rock Island Illinois for Phase III of the West Side Diversion Tunnel Project ; and

Whereas, work on the project has been satisfactorily completed

Now, therefore, be it resolved, by the City Council of the City of Davenport, Iowa: that the Phase III of the West Side Diversion Tunnel Project is hereby accepted.

Passed and approved this 11th day of February, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

Memorandum

Public Works Department

To: Jackie Holecek, Deputy City Clerk

Date: February 4th, 2015

Re: Contract 3 – from STA 0+00 to STA 37+00
(Open Cut Portion); Davenport West Side
Diversion Tunnel Project

From: Tom Leabhart, PE

Engineering Chief of Design

Please file in your office the attached Engineer's Certificate of Completion which pertains to the referenced project.

TL/pd

Attach.

Cc: file

Memorandum

Public Works Department

To: Jackie Holecek, Deputy City Clerk

Date: February 4th, 2015

Re: Contract 3 – from STA 0+00 to STA 37+00
(Open Cut Portion); Davenport West Side
Diversion Tunnel Project

From: Tom Leabhart, PE

Engineering Chief of Design

Please file in your office the attached Engineer's Certificate of Completion which pertains to the referenced project.

TL/pd

Attach.

Cc: file

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Kurt Scheible; 563-888-2150
Wards: All

Action / Date
PW2/4/2015

Subject:

Motion authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for Federal transportation assistance authorized by 49 U.S.C chapter 53, title 23 United States Code and other Federal statutes administered by the Federal Transit Administration and authorizing the Mayor to sign.

Relationship to Goals:

Financially Responsible City Government

Background:

The Federal Transit Administration requires motion to be on file with them that authorizes the submittal of application for Federal Transit Assistance by the City of Davenport which designates the Mayor to sign all applications.

City of Davenport

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

Action / Date
PW2/4/2015

Subject:

Motion approving Change Order #7 to the existing contract with McClure Engineering Company of Clive, IA in the amount of \$30,000.00 for the Davenport Municipal Airport Runway 3/21 Reconstruction to, CIP Project #10262. *[Ward 8]* **COMMITTEE ACTION ONLY**

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

Due to gradation issues the contractor was unable to complete the Runway 3/21 Reconstruction project with the contracted time of 180 calendar days. Because of this, the project and City require additional on-site inspection to be provided by the consultant. This change order will add an on-site inspector for an additional 30 calendar days or until the project reaches substantial completion, whichever comes first. This change order will increase the total inspection period to 210 calendar days. The FAA requires a certified inspector to be present during the construction work associated with this project.

McClure Engineering Company is the current 5-year contract holder for FAA approved airport engineering and construction consultations.

Summary of contract amount:

Original Contract:	\$ 6,133,839.05
Previous change orders	\$ 69,424.26
<u>Change order #7</u>	<u>\$ 30,000.00</u>
Amended contract amount	\$ 6,233,263.31

Funds for this project are available in CIP project 10262. The source of funding is through the FAA Airport Improvement Program grant (90%) and the CIP Project #10262 (10%).

ATTACHMENTS:

Type	Description
□ Backup Material	Dav. Airport Recon 3/21 - CO7
□ Backup Material	Dav. Airport Recon 3/21 - CO7 Consultant Info



City of Davenport

Public Works Department

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

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CONSTRUCTION MGR _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

CONTRACTOR: McClure Engineering Co.
1360 NW 121 St., Clive, Iowa 50325

PROJECT: Davenport Municipal Airport Runway 3/21 Reconstruction
CIP #: 10262, ORG #: 6750, OBJECT #: 530350

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 #7**

CHANGE ORDER DESCRIPTION:

The contractor was unable to complete the Runway 3/21 Reconstruction project with the contracted time of 180 calendar days. Because of this, the project and City require additional on-site inspection to be provided by the consultant. This change order will add an on-site inspector for an additional 30 calendar days or until the project reaches substantial completion, whichever comes first. This change order will increase the total inspection period to 210 calendar days. The FAA requires a certified inspector to be present during the construction work associated with this project.

Cost: \$30,000.00

Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 6,133,839.05
Previous Change Orders	\$ 69,424.26
<u>This Change Order</u>	<u>\$ 30,000.00</u>

Amended Contract Amount: \$ 6,233,263.31

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

Date: _____

Recommend/Approved: _____
Contractor

Date: _____

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

Date: _____

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

Date: _____

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

Date: _____

Required: Green Sheet Motion to Approve

Council Meeting Date: _____

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

Date: _____

Required: Green Sheet Resolution to Approve

Council Meeting Date: _____

Project No. DAV-1511003-05
Project Name: Runway 3/21 Reconstruction: Additional Construction Observation Services
Davenport Municipal Airport
Project Manager: Andrew C. Maysent, P.E.

**SUPPLEMENTAL AGREEMENT NO. 1
TO AMENDMENT NO. 5
RUNWAY 3/21 RECONSTRUCTION
DAVENPORT MUNICIPAL AIRPORT
FAA AIP NO. 3-19-0024-18**

This **SUPPLEMENTAL AGREEMENT NO. 1**, made on the _____ day of _____, 20____, shall amend the original **Amendment No. 5 dated the 25th day of September, 2013**, by and between **McClure Engineering Company, of North Liberty, Iowa** (herein referred to as "**Engineer**") and **Davenport Municipal Airport, Davenport, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Supplemental Agreement No. 1. The Engineer shall provide Engineering and Consulting Services at the request of the **Owner** which consists of the following items outlined below, located at the Davenport Municipal Airport.

PROJECT DESCRIPTION:

*Due to the Contractor failing to complete the Runway 3/21 Reconstruction project within the contracted time of 180 calendar days, the **Owner** has requested additional on-site inspection be provided up to an additional 30 calendar days or until the project reaches substantial completion whichever comes first. The total inspection period shall be increased up to an additional 30 calendar days from 180 calendar days not to exceed 210 calendar days.*

1. The **Engineer** shall provide the following services, including:

Item		Included	Not Included
F. <u>Resident Project Representative</u>	1. Provide a Resident Project Representative to be on-site up to an additional 30 calendar days beyond the original contract duration of 180 calendar days. (see Exhibit 'D', "A Listing of Duties, Responsibilities and Limitations of Authority of the Resident Project Representative" in the original agreement).	☒	☐

2. Payment to the **Engineer** shall be made per the following basis:

2.1. Basis of Compensation

2.1.1. In return for the performance of the foregoing obligations detailed in Section 1, the **Owner** shall compensate the Engineer on a time and materials basis for all office principals and employees engaged directly in the Services and for all costs associated with providing construction services beyond the respective calendar day periods. The total amount for Phase F: Resident Project Representative shall be increased by an amount not to exceed \$30,000.00, raising the total compensation under Phase F. from \$128,440.00 to a total amount not to exceed \$158,440.00.

2.1.2. As a result of Supplemental Agreement No. 1, the total compensation for all phases under Amendment No. 5 shall be increased by an amount not to exceed \$30,000.00 raising the total compensation under Amendment No. 5 from \$324,550.00 to a total amount not to exceed \$354,550.00.

2.2. Additional Services

2.2.1. Any services rendered by the **Engineer** beyond those described in Section 1 shall be compensated as follows:

In the event additional project construction observation services are required beyond (30) calendar days, the **Owner** shall compensate the **Engineer** on a time and material basis for all office principals and employees engaged directly in the Services and for all costs associated with providing construction services beyond the respective calendar day periods.

2.2.2. The Engineer's estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Engineer** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Project No. DAV-1511003-05
Project Name: Runway 3/21 Reconstruction: Additional Construction Observation Services
Davenport Municipal Airport
Project Manager: Andrew C. Maysent, P.E.

2.3. Other Payment Provisions

- 2.3.1. Progress Payments: Payment to the **Engineer** shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.
- 2.3.2. Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

3. This Supplemental Agreement No. 1 represents the entire and integrated Agreement between the **Owner** and the **Engineer**. This Supplemental Agreement No. 1 may be amended only by written instrument by both the **Owner** and the **Engineer**.

	Included	Not Included
Exhibit 'A' Hourly Rate Schedule	☒	☐
Exhibit 'B' Scope of Work / Construction Cost	☐	☒
Exhibit 'C' Owner's Responsibilities	☐	☒
Exhibit 'D' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☐
Exhibit 'E' Federal Provisions	☐	☒
Exhibit 'F' Estimated Costs for Consultant Services	☒	☐
Exhibit 'G' Project Schedule	☐	☒

SPECIAL INSTRUCTIONS

OWNER: Davenport Municipal Airport
 Davenport, Iowa

Engineer: McClure Engineering Company

By: _____

By: _____

Name: _____

Name: Andrew Maysent, P.E.

Title: _____

Title: Aviation Team Leader

McCLURE ENGINEERING COMPANY

TERMS AND CONDITIONS

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by **Engineer** in doing work on the project, shall remain the property of the **Owner**. The documents prepared by the **Engineer** for this Project are for use solely with respect to this Project. The **Engineer's** Drawings, Specifications or other documents shall not be used by the **Owner** on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the **Engineer**.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the **Engineer** nor the **Owner** has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the **Engineer** cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the **Engineer**.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: See Termination of Contract in Exhibit 'E'

This Agreement may be terminated by either party upon not less than seven days written notice. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The **Engineer** has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the **Engineer** shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services. **Engineer** does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment, relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

INSURANCE: The **Engineer** shall maintain insurance to protect the **Engineer** from claims under Workmen's Compensation Acts; claims due to personal injury or death of any employee or any other person; claims due to injury or destruction of property; and claims arising out of errors, omissions, or negligent acts for which the **Engineer** is legally liable. The amounts and extent of such insurance is as follows:

1. Professional Liability: \$1,000,000 each, \$1,000,000 annual aggregate
2. Vehicle Coverage: \$ Combined Single Limit, \$1,000,000 each
3. Worker's Compensation: \$1,000,000 each, \$1,000,000 each employee
4. General Liability: \$1,000,000 each occurrence and \$2,000,000 aggregate
5. Excess/Umbrella Liability: \$2,000,000 each, \$2,000,000 aggregate

The **Owner** shall be listed as Additional Insured under this Amendment.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the **Owner**.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

EXHIBIT 'A'

Hourly Rate Schedule

McCLURE ENGINEERING COMPANY
Proposed – Effect September 1, 2014
(Effective through December 31, 2014)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative	\$60.00
Senior Administrative	\$75.00
Staff Engineer	\$98.00
Project Engineer	\$115.00
Senior Project Engineer	\$158.00
Project Manager	\$145.00
Principal	\$175.00
Senior Principal	\$195.00
Engineering Technician (ET)	\$90.00
Registered Land Surveyor	\$145.00
On-Site Representative (OSR)	\$80.00
Senior On-Site Representative (OSR)	\$90.00
Crew Chief (CC)	\$85.00
Crew Member (CM)	\$70.00
Intern Crew Member	\$55.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.75/Mile
Automobile Mileage	\$0.55/Mile
Plans	\$0.12/Sq. Ft.
Vellums	\$0.50/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	\$5.00/Sq. Ft

Exhibit F

Estimated Costs for Consultant Services

I. Direct Salary Costs

Title	Hours	Rate	Cost
Project Manager	10	\$48.00	\$ 480
Resident Project Representative	240	\$27.50	\$ 6,600
Resident Project Representative (OT)	36	\$41.25	\$ 1,485
Administrative Assistant	2	\$20.00	\$ 40
Total Direct Salary Costs			\$ 8,605

II. Labor and General Administrative Overhead*

Percentage of Direct Salary Costs	164.90%	\$ 14,190
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III. Subtotal

Items I and II	\$ 22,795
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IV. Profit

15% of Item III	\$ 3,419
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V. Direct Non-Salary Expenses

8.5x11	950 sheets	@	\$ 0.07	per sheet	\$ 67
Vehicle Mileage	1,360 miles	@	\$ 0.75	per mile	\$ 1,020
Lodging	30 nights	@	\$ 60.00	per night	\$ 1,800
Meals	30 days	@	\$ 30.00	per day	\$ 900
Total Direct Non-Salary Expenses					\$ 3,787

VI. Subcontract Costs

N/A	\$ -
Total Subcontract Costs	\$ -

<u>VII. Total Amount (NTE) (III+IV+V+VI)</u>	<u>\$ 30,000</u>
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*Overhead rate is fixed for the duration of this agreement

City of Davenport

Committee: Public Works
Department: Public Works
Contact Info: Michael Clarke
Wards: 3

Action / Date
PW2/4/2015

Subject:

Motion approving a contract for the Modern Woodmen Park Concourse Deck Expansion to Swanson Construction of Bettendorf, IA in the amount of \$803,027.

Relationship to Goals:

Financially Responsible City Government

Background:

On November 25, 2014, the Purchasing Division issued Invitations to Bid to 133 vendors. On December 22, 2014, the Purchasing Division opened and read four responsive and responsible bids.

This project is to expand the concourse at Modern Woodmen Park. It includes the installation/improvements associated with the new concrete foundations and structural steel deck area located north of the baseball park's left field side. Also included in this project is the demolition of an existing storage building to grade.

The lowest responsible and responsive bid was submitted by Swanson Construction of Bettendorf. Swanson Construction has performed satisfactory work for the City in the past.

Funding for this project will come from the Deck Loan obtained by Main Street Iowa, LLC for this purpose, consistent with the company's lease agreement with the City.

ATTACHMENTS:

Type	Description
☐ Cover Memo	BID TABULATION

CITY OF DAVENPORT, IOWA
INVITATION TO BID RESPONDENTS

DESCRIPTION: SEWER LATERAL REPLACEMENT PROGRAM

BID NUMBER: 15-5

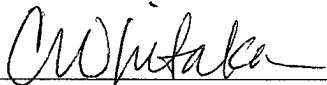
OPENING DATE AUGUST 4, 2014

RECOMMENDATION: AWARD THE CONTRACT TO BOTH CONTRACTORS
AGREEING TO THE TERM OF THE PROGRAM

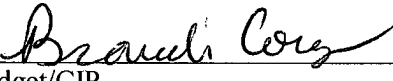
VENDOR NAME

Petersen Plumbing and Heating of Davenport
Tappendorf Plumbing of Davenport
Hometown Plumbing & Heating of Davenport

Hagerty Excavating of Muscatine

Prepared By 
Purchasing

Approved By 
Department Director

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

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

Action / Date
FIN2/4/2015

Subject:

First Consideration: An Ordinance providing for the sale and issuance of \$19,325,000 General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same. *[All Wards]*

STAFF RECOMMENDS SUSPENSION OF THE RULES AND PASSAGE ON FIRST CONSIDERATION:

- a. Motion to suspend the rules.
- b. Motion approving second and third considerations.

Relationship to Goals:

Financially Responsible City Government.

Background:

On May 7, 2014 a public hearing was held and on May 14, 2014 a resolution was adopted making provision for the issuance of not-to-exceed \$32,225,000 General Obligation Corporate Bonds. The City is issuing the lower dollar amount in bonds to finance only the current obligations of FY2015.

ATTACHMENTS:

Type	Description
☐ Ordinance	BOND SALE ORDINANCE

ORDINANCE NO. _____

An Ordinance providing for the sale and issuance of \$19,325,000 General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same

WHEREAS, in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City of Davenport, Iowa (the "City"), notice duly published and a hearing held thereon, the City Council of the City has determined it to be in the best interests of the City to issue General Obligation Corporate Bonds, Series 2015 (the "Series 2015 Bonds") for the purpose of paying costs in connection with various improvements in the City; and

WHEREAS, sealed bids for the purchase of the Series 2015 Bonds were received and canvassed on behalf of the City and;

WHEREAS, Public Financial Management, financial consultant for the City, has reported that, upon review of all bids received for the purchase of the Series 2015 Bonds, the bid of _____ (the "Purchaser") proposes the lowest interest cost to the City and the City should issue the Series 2015 Bonds in the principal amount of \$19,325,000; and

WHEREAS, it is necessary at this time to award the Series 2015 Bonds to the Purchaser and to adopt an ordinance to provide for the principal amount, interest rates and other terms of issuance of the Series 2015 Bonds and the levy of taxes to pay the same;

NOW, THEREFORE, Be It Ordained by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The bid referred to in the preamble hereof is hereby accepted, and the Series 2015 Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest.

Section 2. The form of agreement of sale of the Series 2015 Bonds is hereby approved, and the Mayor and Deputy Clerk are hereby authorized to execute the same for and on behalf of the City.

Section 3. The Series 2015 Bonds, dated March 10, 2015, in the denomination of \$5,000 each or any integral multiple thereof, are hereby authorized to be issued in the aggregate principal amount of \$19,325,000, and shall mature on June 1 in each of the years, in the respective principal amounts and bear interest at the respective rates, as follows:

Year	Principal Amount	Interest Rate Per Annum	Year	Principal Amount	Interest Rate Per Annum
2016	\$1,220,000	____%	2024	\$1,215,000	____%
2017	\$1,405,000	____%	2025	\$1,245,000	____%
2018	\$1,445,000	____%	2026	\$1,180,000	____%
2019	\$1,490,000	____%	2027	\$1,220,000	____%
2020	\$1,535,000	____%	2028	\$1,265,000	____%
2021	\$1,105,000	____%	2029	\$1,315,000	____%
2022	\$1,145,000	____%	2030	\$1,360,000	____%
2023	\$1,180,000	____%			

Section 4. The City Finance Director is hereby designated as the Bond Registrar and Paying Agent for the Series 2015 Bonds and may be hereinafter referred to as the “Bond Registrar” or the “Paying Agent”.

All of the interest on the Series 2015 Bonds is payable semiannually on the first day of June and December in each year, commencing December 1, 2015. Payment of interest on the Series 2015 Bonds shall be made in lawful money of the United States of America to the registered owners appearing on the bond registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2015 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Series 2015 Bond or Bonds at the office of the Paying Agent.

The City reserves the right to call for redemption prior to maturity the Series 2015 Bonds maturing in the years 2024 to 2030, inclusive, in whole or from time to time in part, in one or more units of \$5,000, on June 1, 2023, or on any date thereafter prior to and in any order of maturity (and within a maturity by lot), upon terms of par and accrued interest. If less than all of the Series 2015 Bonds of any like maturity are to be redeemed, the particular part of those Series 2015 Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2015 Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Series 2015 Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2015 Bond, a new bond or bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2015 Bond. Notice of such redemption as aforesaid identifying the bond or bonds (or portion thereof) to be redeemed shall be sent by electronic means or mailed by certified mail to the registered owners thereof at the addresses shown on the City’s registration books not less than 30 days prior to such redemption date. Any notice of redemption may

contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Series 2015 Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Series 2015 Bonds called for redemption in the same manner as the original redemption notice was sent. All of such Series 2015 Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

The Series 2015 Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Administrator/Clerk, and shall be fully registered bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Series 2015 Bonds shall cease to be such officer before the delivery of the Series 2015 Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

The Series 2015 Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Bond Registrar. Each Series 2015 Bond shall be transferable only upon the registration books of the City upon presentation to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Series 2015 Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Series 2015 Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Bond Registrar.

Section 5. Notwithstanding anything above to the contrary, the Series 2015 Bonds shall be issued initially as Depository Bonds, with one fully registered Series 2015 Bond for each maturity date, in aggregate principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Series 2015 Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Series 2015 Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Series 2015 Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement bonds, fully registered in the name of such depository, or its nominee, in the denominations as

set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Series 2015 Bonds.

Ownership interest in the Series 2015 Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interest in the Series 2015 Bonds as nominees will not receive certificated Series 2015 Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Series 2015 Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Series 2015 Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for which they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for which the Participant acquires an interest in the Series 2015 Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Series 2015 Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Series 2015 Bonds acquired. Transfers of ownership interest in the Series 2015 Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Series 2015 Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The form of the Series 2015 Bonds shall be substantially as follows:

(Form of Series 2015 Bond)

UNITED STATES OF AMERICA
STATE OF IOWA

COUNTY OF SCOTT CITY OF DAVENPORT

GENERAL OBLIGATION CORPORATE BOND, SERIES 2015

No. _____ \$ _____

RATE

MATURITY DATE

BOND DATE

CUSIP

March 10, 2015

The City of Davenport (the “City”), in the County of Scott, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

or registered assigns, the principal sum of

DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of the City Finance Director, Davenport, Iowa (hereinafter referred to as the “Bond Registrar” or the “Paying Agent”), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2015. Interest on this Bond is payable to the registered owner appearing on the bond registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owner at the address shown on such registration books.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Bond Registrar.

This Bond is one of a duly authorized series of General Obligation Corporate Bonds, Series 2015 (the “Series 2015 Bonds”), issued by the City in the aggregate principal amount of \$19,325,000, pursuant to and in strict compliance with the laws of the State of Iowa and the special Charter of the City, and all laws amendatory thereof and supplementary thereto, and in conformity with an ordinance (the “Ordinance”) adopted by the City Council of the City

providing for the issuance of the Series 2015 Bonds and for the levy of taxes to pay the same for the purpose of paying the cost in connection with various improvements in the City.

The City reserves the right to prepay part or all of the principal of the Series 2015 Bonds maturing in each of the years 2024 to 2030, inclusive, prior to and in any order of maturity on June 1, 2023, or on any date thereafter upon terms of par and accrued interest. If less than all of the Series 2015 Bonds of any like maturity are to be redeemed, the particular part of those Series 2015 Bonds to be redeemed shall be selected by the Registrar by lot. The Series 2015 Bonds may be called in part in one or more units of \$5,000. If less than the entire principal amount of any Series 2015 Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Series 2015 Bond, a new bond or bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Series 2015 Bond. Notice of such redemption as aforesaid identifying the bond or bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Series 2015 Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Bond Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Bond Registrar, together with either a written instrument of transfer satisfactory to the Bond Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purposes of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional, statutory or Charter limitations or provisions.

IN TESTIMONY WHEREOF, the City of Davenport, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Administrator/Clerk, all as of March 10, 2015.

CITY OF DAVENPORT, IOWA

By (DO NOT SIGN)
Mayor

Attest:

(DO NOT SIGN)
City Administrator/Clerk

Registration Date: (Registration Date)

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Series 2015 Bonds described in the within-mentioned Ordinance.

By (DO NOT SIGN)
City Finance Director

ABBREVIATIONS

TEN COM	-	as tenants in common	UTMA _____
TEN ENT	-	as tenants by the entireties	_____ (Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for _____ (Minor) under Uniform Transfers to Minors Act _____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Series 2015 Bonds shall be executed as herein provided as soon after the adoption of this ordinance as may be possible, and thereupon they shall be delivered to the Bond Registrar for registration, authentication and delivery to or upon the order of the Purchaser, upon confirmation of receipt by the Bond Registrar of the purchase price thereof, with accrued interest thereon, and all action heretofore taken in connection with the sale and award of the Series 2015 Bonds is hereby ratified and confirmed in all respects.

Section 8. As required by Chapter 76 of the Code of Iowa, and for the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the interest on the Series 2015 Bonds as it falls due on December 1, 2015, and on each interest payment date thereafter to maturity, and also to pay and discharge the principal thereof at maturity, there is hereby ordered levied on all the taxable property in the City in each of the years while the Series 2015 Bonds or any of them are outstanding, a tax sufficient for that purpose, and in furtherance of this provision, but not in limitation thereof, there is hereby levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years, to-wit:

For collection in the fiscal year beginning July 1, 2015,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2016,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2017,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2018,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2019,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2020,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2021,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2022,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2023,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2024,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2025,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2027,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2028,
sufficient to produce the net annual sum of \$ _____;

For collection in the fiscal year beginning July 1, 2029,
sufficient to produce the net annual sum of \$ _____.

Section 9. A certified copy of this ordinance shall be filed with the County Auditor of Scott County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Series 2015 Bonds hereby authorized and for no other purposes whatsoever. The amounts received by the City as accrued interest shall be deposited into such special account and used to pay interest due on the Series 2015 Bonds on the first interest payment date.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. The City has heretofore determined that certain revenues from special funds shall be available for retirement of that portion of the Series 2015 Bonds utilized to defray the costs of certain projects related to such funds. Therefore, such funds may be employed and used to the extent available from year to year for the payment of that portion of the principal of and interest on the Series 2015 Bonds which is applicable to that portion of the total Series 2015 Bond issue applicable to such fund. Each year while any of said Series 2015 Bonds remain outstanding and unpaid, such of said available funds in amounts sufficient to meet the interest on that portion of the Series 2015 Bonds applicable to such fund and to pay the principal becoming due on such portion of the Series 2015 Bonds during each year may be used for that purpose, in accordance with the Series 2015 Bond Financing Plan on file with the City Finance Director, and in that event, the tax hereinbefore provided for the payment of such interest and principal may be reduced by the amount so used. The Deputy Clerk is hereby authorized and directed to certify to the County Auditor of Scott County as to the remission or reduction of said ad valorem tax so that said tax, to the extent such fund is actually available and set aside for such purpose, shall not be extended or entered upon the tax rolls for collection.

It is hereby declared to be the purpose and intent of the City to issue the Series 2015 Bonds hereby authorized as general municipal obligations, but at the same time permitting the use of such funds for the payment of the principal and interest of that portion of the Series 2015 Bonds issued with respect to such funds.

Section 12. All funds held in any fund or account created or required to be maintained under the terms of this ordinance shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds, or as may be otherwise required to comply with the rebate provisions of the Internal Revenue Code.

All interest received by the City as a result of investments under this section in excess of the amount, if any, required to be paid to the United States Government in order to comply with the rebate provisions of the Internal Revenue Code, shall be deposited into or transferred to the Debt Service Fund subaccount referred to herein and used solely and only for the purpose of paying principal of and/or interest on the Series 2015 Bonds. The City hereby covenants and agrees that no such investment shall ever be made so as to cause the interest on the Series 2015 Bonds to become taxable as “arbitrage bonds” pursuant to the provisions of Section 148 of the Internal Revenue Code.

Section 13. The Securities and Exchange Commission (the “SEC”) has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”) that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for such securities, it has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the holders of such securities to provide certain disclosure information to prescribed information repositories on a continuing basis so long as such securities are outstanding.

On the date of issuance and delivery of the Series 2015 Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. It is the intention of the City that interest on the Series 2015 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the “Internal Revenue Code”). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Series 2015 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby

authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 15. All ordinances or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved February 11, 2015.

Mayor

Attest:

Deputy Clerk

Published on the _____ day of _____, 2015.

Deputy Clerk

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that attached hereto is a true, correct and complete transcript of the minutes of the meeting of the City Council related to the adoption of an ordinance providing for the sale and issuance of the City's General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same, including a true and correct copy of such ordinance.

WITNESS MY HAND this _____ day of _____, 2015.

Deputy Clerk

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, County Auditor of Scott County, do hereby certify that the Deputy Clerk of the City of Davenport, Iowa, certified and delivered to me a complete copy of an ordinance of that municipality adopted by the City Council thereof on February 11, 2015, providing for the sale and issuance of General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same, and that I have duly placed said copy of the ordinance on file in my records.

I further certify that the taxes provided for in the ordinance will, in due time, manner and season, be entered on the State and County tax lists of the County for collection in each fiscal year as provided in the said ordinance.

WITNESS MY HAND this _____ day of _____, 2015.

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 an ordinance providing for the sale and issuance of General Obligation Corporate Bonds, Series 2015, and for the levy of taxes to pay the same, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2015.

Deputy Clerk

(Attach hereto publisher's affidavit of publication with a clipping of the ordinance as published.

City of Davenport

Committee: Finance
Department: Legal
Contact Info: T Warner
Wards: 3

Action / Date
FIN2/4/2015

Subject:

Resolution setting a public hearing regarding the conveyance of four tracts of city-owned property fronting 4th Street in the 100 East block of said Street (General Services Administration and RSL, Petitioners) *[Ward 3]*

Relationship to Goals:

Background:

Both the General Services Administration ("GSA") and RSL need additional land around their current developments to support them. The General Services Administration is in need of parking for the Federal Courthouse across the street and the city owned lot across the street aligns closely with their parking needs. The GSA is offering \$175,000. RSL is interested in the adjoining parcel for development purposes and is offering \$135,000.

ATTACHMENTS:

Type	Description
☐ Cover Memo	RES PH GSA RSL
☐ Cover Memo	Exhibit Legal Descriptions

Resolution No. _____

Resolution offered by Alderman Justin

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing regarding the conveyance of four tracts of city property owned property fronting 4th Street in the 100 East block of said Street (General Services Administration and RSL, Petitioners).

WHEREAS, the City of Davenport is the legal owner of the following described real estate:

Tract 1 (General Services Administration)

See attached legal

Tract 2 (General Services Administration)

See attached legal

Tract 3 (RSL)

See attached legal

Tract 4 (RSL)

See attached legal

WHEREAS, the City of Davenport wishes to sell the property to the petitioners; and

WHEREAS, a public hearing on the matter is required by law;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed sale of this real estate on Wednesday, February 18, 2015, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

William E. Gluba
Mayor

EXHIBIT "A"

Tract 1

That part of Block 55, LeClaire's Second Addition in the City of Davenport, Iowa, described as follows: Commencing in the East boundary line of said Block 55, at a point distant 75 feet North from the Southeast corner of said Block 55; running thence West on and along a line parallel with the North line of Fourth Street, 75 feet, more or less to the East line of other lands owned by John L. Mason (being the East line of the West half of Lots 9 and 10 in said Block 55); thence North along the East line 53 feet; thence East on and along a line running parallel with the North line of Fourth Street, 12 feet to a point 63 feet West from a point in the West boundary line of Perry Street; which last point is 128 feet North of the North line of Fourth Street; thence South on and along a line parallel with said West line of Perry Street, 13 ½ feet; thence East on and along a line running parallel with the North line of Fourth Street, 63 feet to a point in the East boundary line of said Block; thence South 39 ½ feet to the place of beginning.

Tract 2

That part of Block 55, LeClaire's Second Addition in the City of Davenport, Scott County, Iowa, described as follows: Commencing at the Southeast corner of said Block 55; running thence North on and along the West line of Perry Street, 75 feet; thence West on and along a line parallel with the North line of Fourth Street, 75 feet; more or less, to the East line of other lands owned by John L. Mason (being the East line of the West half of Lots 9 and 10 in said Block 55); thence South on and along the said East line of said other lands owned by John L. Mason, 75 feet to the North line of Fourth Street; thence East on and along said North line of Fourth Street 75 feet more or less to the place of beginning.

Tract 3

The East 40 feet of the West half of Lots 9 and 10, Block 55, LeClaire's Second Addition to the City of Davenport, Iowa, together with the right-of-way for alley purposes over the North 10 feet of the West 35 feet of said West half of said lots.

Tract 4

The West 35 feet of Lots 9 and 10, Block 55, in LeClaire's Second Addition to the City of Davenport, Scott County, Iowa.

City of Davenport

Committee: Finance
Department: Legal
Contact Info: T Warner
Wards: 1st

Action / Date
FIN2/4/2015

Subject:

Resolution setting a public hearing regarding the conveyance of 7,000 square feet more or less of city owned property namely an unimproved platted east-west alley south of Rockingham Road and west of Stark Street (Sherri Blessing and K&C Properties, LLC, Petitioners) *[Ward 3]*

Relationship to Goals:

Background:

This proposed land conveyance is at the request of the abutting property owners and is in accordance with a settlement reached between them as to division of the property. The property is an unimproved platted alley for which the City has no use. Once conveyed the City will no longer have any maintenance or liability duties. The conveyance is proposed at \$1 each.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Res PH Blessing and K&C

Resolution No. _____

Resolution offered by Alderman Justin

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing regarding the conveyance 7,000 square feet more or less of city owned property namely an unimproved platted east-west alley south of Rockingham Road and west of Stark Street (Sherri Blessing and K&C Properties, LLC, Petitioners).

WHEREAS, the City of Davenport is the legal owner of the following described real estate:

Tract 1 (Sherri Blessing)

Beginning at the southwest corner of Lot 3 Block 2 of the auditor's plat of Harvest Acres, town of Rockingham, now Davenport, Scott County, Iowa thence east 20 feet along the northerly right of way line of the platted east-west alley to the POINT OF BEGINNING; thence South 00° 19' 01" East 20 feet to the southerly right of way line of said plated alley; thence west along the southerly right of way line of said alley to the westerly right of way line of said alley; thence north 20 feet along the westerly right of way line to the northerly right of way line; thence east to the POINT OF BEGINNING (2,400 square feet more or less).

Tract 2 (K&C Properties, LLC)

Beginning at the southwest corner of Lot 3 Block 2 of the auditor's plat of Harvest Acres, town of Rockingham, now Davenport, Scott County, Iowa thence east 20 feet along the northerly right of way line of the platted east-west alley to the POINT OF BEGINNING; thence South 00° 19' 01" East 20 feet to the southerly right of way line of said plated alley; thence east along the southerly right of way line of said alley to the westerly right of way line of Stark Street; thence north 20 feet along the westerly right of way line of Stark Street to the northerly right of way line of the platted alley; thence west to the POINT OF BEGINNING (4,600 square feet more or less).

WHEREAS, the City of Davenport wishes to sell the property to the petitioners; and

WHEREAS, a public hearing on the matter is required by law;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed sale of this real estate on Wednesday, February 18, 2015, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

William E. Gluba
Mayor

City of Davenport

Committee: Finance
Department: Finance
Contact Info: Mallory Merritt (326-7792)
Wards: All

Action / Date
COW2/4/2015

Subject:

Motion setting a Public Hearing for the FY 2016 Operating Budget, FY 2016 Capital Improvement Plan, and the FY 2016-2021 Capital Improvement Program for February 18, 2015. *[All Wards]*

Relationship to Goals:

Financially Responsible City Government

Background:

Under the laws of the State of Iowa, the City is required to hold a public hearing prior to adoption of its annual Operating and Capital budgets.

City of Davenport

Committee: Finance
Department: Human Resources
Contact Info: Dawn Sherman 326-6155
Wards: All

Action / Date
FIN2/4/2015

Subject:
Motion approving the collective bargaining agreement for Teamsters Local Union #238. *[All Wards]*

Relationship to Goals:
Financially Responsible City Government

Background:
The City and the Teamsters union have successfully agreed to a three-year contract.

The union has voluntarily agreed to general wage increases of 2.5% on July 1, 2015; 2.0% on July 1, 2016; and 2.0% on July 1, 2017.

All other items in the current Teamsters contract remain unchanged.

City of Davenport

Committee: Finance
Department: Public Works/Water Pollution Control Plant
Contact Info: Mike Clarke
Wards: All

Action / Date
FIN2/4/2015

Subject:

Motion authorizing staff at the Water Pollution control Plant to proceed with the bottom end overhaul of generator engine #2 by Altorfer, Inc. in the estimated amount of \$171,631.

Relationship to Goals:

Financially Responsible City Government

Background:

This is a sole source request to have Altorfer, Inc. of Davenport perform the bottom end overhaul of engine #2. Altorfer, Inc. is the authorized Caterpillar dealer for Davenport. Bottom end overhauls are recommended at 30,000 hour intervals by Caterpillar to keep engines from catastrophic failure.

This is one of two Caterpillar 3516 engines at WPCP that provide electrical power, back-up electrical power and process heat.

Funding for this purchase is from FY15 equipment maintenance account 51151975/520226 which has a balance of \$338,904. The funding source is the Sewer Fund.

City of Davenport

Committee: Finance
Department: Public Works
Contact Info: Jon Meeks
Wards: All

Action / Date
FIN2/4/2015

Subject:

Motion to approve the purchase of a dump truck chassis to Thompson Truck & Trailer of Davenport, IA in the amount of \$87,711.24 with trade. (All Wards)

Relationship to Goals:

Financial accountability.

Background:

A request for bids was issued on December 15, 2014 and was sent to 124 vendors. On January 6, 2015, the Purchasing Division received and opened six bids. The vendors could bid on the chassis, body, or both. Two companies bid on the chassis. Thompson Truck and Trailer was considered the lowest responsive and responsible bidder for the chassis and is recommended for the procurement. Pending approval of the chassis, the dump body from Tri-State Truck Equipment will be purchased for \$37,288. The new dump truck will replace City unit #T220, a 1997 International 4900. The truck frame is split from rust and age. The dump truck is used for various projects performed by the Sewer Division. Funding for this purchase is from 51102060-530302 with an available balance of \$103,463.87. The source of funding for this account is from sewer fees.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: ONE 56,000 GVW DUMP TRUCK CHASSIS
BID NUMBER: 15-73
OPENING DATE JANUARY 6, 2015
RECOMMENDATION: AWARD THE PURCHASE TO THOMPSON TRUCK AND
TRAILER OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
THOMPSON TRUCK & TRAILER	DAVENPORT, IA	\$87,712
TRUCK COUNTRY OF IOWA	DAVENPORT, IA	\$87,805

Prepared By Cindy Whitaker
Purchasing

Approved By Mark DeRosa
Department Director

Approved By Wallony Merritt
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Committee: Finance
Department: Public Works
Contact Info: Jon Meeks
Wards: All

Action / Date
FIN2/4/2015

Subject:

Motion approving the purchase of an endloader with a wing plow to Martin Equipment of Illinois, Inc. of Rock Island, IL in the amount of \$162,075. (All Wards)

Relationship to Goals:

Financial accountability.

Background:

A request for bids was issued on October 28, 2014 and was sent to 34 vendors. On November 18, 2014, the Purchasing Division recieved and opened 3 bids. The lowest bid that met specifications was submitted by Martin Equipment of Illinois, Inc.

The Street Division needs to replace an existing endloader, City unit #E377 which has approximately 7,100 hours.

The funding for this purchase is from account 54702031-530303 with an available balance of \$164,627. The source of funding is from road use tax.

ATTACHMENTS:

Type	Description
Backup Material	Bid Tabulation

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: ONE 28,000 LB. ENDLOADER WITH WING PLOW

BID NUMBER: 15-54

OPENING DATE NOVEMBER 18, 2014

RECOMMENDATION: AWARD THE PURCHASE TO MARTIN EQUIPMENT OF IL, INC.
OF ROCK ISLAND, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
MARTIN EQUIPMENT OF IL, INC	ROCK ISLAND, IL	\$162,075
TITAN MACHINERY	DAVENPORT, IA	\$136,900
ALTORFER	DAVENPORT, IA	\$171,500

Prepared By Cindy Whitaker
Purchasing

Approved By Marty Ruse
Department Director

Approved By Mallory Merritt
Budget/CIP

Approved By BSH
Finance Director

City of Davenport

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

Action / Date
FIN2/4/2015

Subject:

1. Tech Logic Corp., Inc. - Annual maintenance agreement for autosorters at Main Library - Amount: \$16,100.

Relationship to Goals:

Background:

City of Davenport

Committee: Council
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: All

Action / Date
2/4/2015

Subject:
Motion to suspend the rules to vote at Committee of the Whole on the resolutions below.

Relationship to Goals:

Background:

City of Davenport

Committee: Community Development
Department: CPED
Contact Info: Bruce Berger
Wards: 3

Action / Date
COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing, L.L.C., petitioner).

Relationship to Goals:

Background:

ATTACHMENTS:

Type		Description
📎	Cover Memo	Res 315 Pershing
📎	Cover Memo	Concept Plan

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 315 Pershing Project (315 Pershing L.L.C., petitioner).

WHEREAS, 315 Pershing L.L.C., represented by Kyle Peters, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 315 Pershing Project, a mixed-use, new construction project consisting of roughly 5,000 sq. ft. of commercial and 14 units of market rate housing located at the northeast corner of 3rd Street and Pershing Avenue; and

WHEREAS, successful completion of the 315 Pershing Project requires funding from a number of sources, including an award of WHTCs at an estimated amount of \$294,000; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 315 Pershing Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$4.5 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 315 Pershing Project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk



 GERE DENİZ ARKİTEKLERİ
01.29.15

City of Davenport

Committee: Other Ordinances, Resolutions, and Motions

Department: CPED

Contact Info: Bruce Berger

Wards: 3

Action / Date

COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady Project (501 Brady Associates, L.P., petitioner).

Relationship to Goals:

Neighborhood improvements.

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution for 5th and Brady

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 5th and Brady project (501 Brady Associates, L.P., petitioner).

WHEREAS, 501 Brady Associates, L.P., represented by Frank Levy, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 5th and Brady Project, a 24-unit housing project located at the northeast corner of 5th and Brady Streets; and

WHEREAS, successful completion of the 5th and Brady Project requires funding from a number of sources, including an award of WHTCs in the estimated amount of \$XXX; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 5th and Brady Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$5.4 million.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 5th and Brady project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk

City of Davenport

Committee: Community Development
Department: CPED
Contact Info: Bruce Berger
Wards: 3

Action / Date
COW2/4/2015

Subject:

Resolution supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady Project (601 Brady Associates, L.P., petitioner).

Relationship to Goals:

Neighborhood improvements.

Background:

The 601 Brady Project (in pre-development by 601 Brady Associates, L.P., represented by Newbury Living from Des Moines) seeks to convert the Priester Building from office to market rate housing, with the possibility of adding a floor. The developer anticipates applying for State Historic Tax Credits in July and would create up to 30 housing units.

Earlier this week, IEDA opened up the opportunity for developers to directly apply for a new program called Workforce Housing Tax Credits (WHTCs). This program replaces the former Iowa Enterprise Zone program, which was terminated in June 2014. While the programs have similarities, one of the key differences is that projects must document local funding match of at least \$1,000 per unit.

The developer was already planning to apply for the City's Urban Revitalization Tax Exemption (URTE) program and would have been considered with all of the other applications later in February. However, the new Iowa WHTC application process requires documentation of the local match to be considered complete. Further, the WHTCs will be allocated on a first-come, first-served basis.

As such, it is suggested that Council consider taking action on this at Committee-of-the-Whole to allow the WHTC application to be as competitive as possible with other applications across the State. Approval will authorize the Mayor, City Administrator, and their designees to execute documents necessary to support the WHTC application and URTE approval.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Res 601 Brady
▣ Cover Memo	Concept Plan

Resolution No. _____

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State and approving a URTE application for the 601 Brady project (601 Brady Associates, L.P., petitioner).

WHEREAS, 601 Brady Associates, L.P., represented by Frank Levy, Officer, has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 601 Brady Project, a 30-unit housing project located at the northeast corner of 6th and Brady Streets; and

WHEREAS, successful completion of the 601 Brady Project requires funding from a number of sources, including an award of WHTCs in the estimated amount of \$325,000; and

WHEREAS, the application requirements for the WHTC program include a requirement for the submission of a Resolution in support of the housing project by the community where the project will be located; and

WHEREAS, a further application requirement for the WHTC program is documentation of local matching funds pledged for the project in an amount not less than \$1,000 per dwelling unit; and

WHEREAS, the 601 Brady Project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has applied for benefits through this program in 2015, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, while the specific value of this URTE commitment cannot be estimated in advance, similar projects in the past have averaged a tax savings of \$144,500 over 10 years per \$1 million invested in the project; and

WHEREAS, the total project is estimated to cost \$4.8 million.

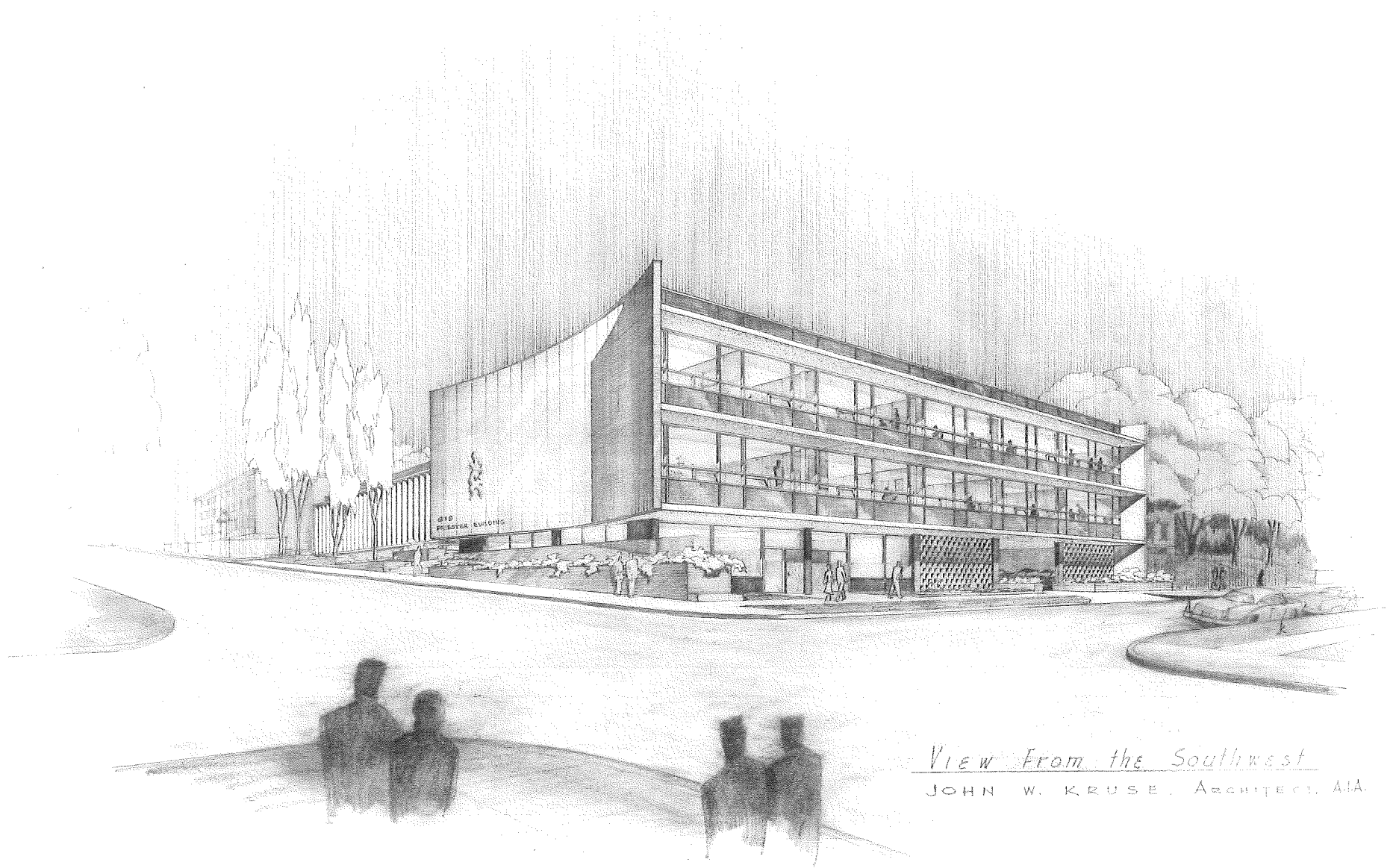
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 601 Brady project is approved for URTE benefits and is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, City Clerk



View From the Southwest

JOHN W. KRUSE, ARCHITECT, AIA.