

CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, November 9, 2016; 5:30 PM

City Hall, 226 West 4th Street

**** REVISED November 8, 2016 ****

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting Minutes for October 26, 2016

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report of the Committee of the Whole on November 2, 2016

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Historic Preservation Commission

Tami Lord (reappointment)

John Frueh (reappointment)

2. Housing Commission

Dawn Kline (new appointment)

Audrey Linville (reappointment)

3. Levee Improvement Commission

Mike Veal (new appointment)

4. Park & Recreation Advisory Board

Jerry Coiner (new appointment)

Kim Knoth (new appointment)

Leah Spratt (new appointment)

Steve Duffy (new appointment)

5. Civil Rights Commission

Clyde Mayfield (reappointment)
Helen H. Roberson (reappointment)
Susie Greenwalt (reappointment)

B. Proclamations

1. Small Business Saturday - November 26, 2016

IX. Presentations

- A. Halloween Parade Award
- B. Parks & Recreation - Accreditation Award / Reaccreditation

X. Petitions and Communications from Council Members and the Mayor

- A. Community Engagement Update - Alderman Rawson, Chair

XI. Individual Approval of Items on the Discussion Agenda

XII. Approval of All Items on the Consent Agenda

****NOTE:** These are routine items and will be enacted at the City Council Meeting by one roll call vote without separate discussion unless an item is requested to be removed and considered separately.

Community Development

1. Third Consideration: Ordinance for Case No. REZ16-09 being the petition of Jamie Banfield for the rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District .[Ward 5]
2. Resolution approving Case No. F16-13 being the final plat of Kraft 1st Addition, located south of Slopertown Road and east of Hillandale Road containing two (2) industrial lots. [Ward 8]

Public Safety

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

St. Ambrose University, Galvin Fine Arts Center, SAU Theater Children's Show School Matinee, November 30th - December 2nd; Wednesday, 8:45AM - Noon; Thursday & Friday 8:45 AM - 2:30 PM; Closure Location: Gaines Street from Locust to Lombard, Ward 7

Churches United of the Quad Cities, Canadian Pacific "Holiday Train", December 3rd, 10:30 AM - 2:30 PM; Closure Location: Florian Keen Parking Lot, Ward 3

2. Motion approving beer and liquor license applications.

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

Ward 3

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) - 200 E 3rd St. - Outdoor Area
- License Type: B Liquor

Ward 4

Cozy Mart, Inc. (Cozy Mart, Inc.) - 2920 W Locust St. - License Type: E Liquor

Firehouse Bar & Grill (Firehouse Bar & Grill, Inc.) - 2006 Hickory Grove Rd. - Outdoor Area - License Type: C Liquor

Stoeger's Bar & Grill (Stoeger's, Inc.) - 1520 Washington St. - License Type: C Liquor

Ward 6

Buffalo Wild Wings (Blazin Wings, Inc.) - 4860 Utica Ridge Rd. - Outdoor Area - License Type: C Liquor

Wise Guys Pizza & More (Wise Guys Pizza & More Inc.) - 2408 E 53rd St. - License Type: Beer / Wine

Ward 7

Columbus Club (Columbus Club of Davenport) - 1111 W 35th St. - License Type: C Liquor

Ganzo's (Ganzo's LTD.) - 3923 N Marquette St. - Outdoor Area - License Type: C Liquor

Tantra Asian Bistro (Zhangs Trading Inc.) - 589 E 53rd St. - Outdoor Area - License Type: C Liquor

Public Works

1. First Consideration: Ordinance amending Chapter 15.12 by adopting the 2015 International Building Code and the 2015 International Residential Code as published by the International Code Council. [All Wards]
2. First Consideration: Ordinance amending Chapter 15.24 by adopting the 2015 International Mechanical Code as published by the International Code Council and as adopted by the State of Iowa. [All Wards]
3. First Consideration: Ordinance amending chapter 15.28 by adopting the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials and as adopted by the State of Iowa Plumbing Code. [All Wards]
4. First Consideration: An ordinance to repeal Chapter 15.30 of the 2000 Municipal Code of Davenport, Iowa, entitled "Contractor Licenses - Bond - Insurance Required" and enact as a replacement a new chapter 15.30 entitled "Contractor License - Bond - Insurance Required ". [All Wards]
5. Resolution approving the plans, specifications, form of contract and estimate of cost

for the replacement of the 8" sanitary sewer main at West Kimberly Rd and Harrison St. CIP #30028 funded at \$270,000 in bonds abated by sewer funds. [Ward 7]

6. Resolution approving the contract for the River Intrusion Priority Area-Sanitary Sewer Rehabilitation Project design and preparation of bid documents to Veenstra & Kimm in the amount not-to-exceed \$180,000 budgeted in CIP #30001 in bonds abated by sewer funds. [All Wards]
7. Resolution approving the contract for professional engineering and specialty field services for the Robin Creek and Northpark Basins – Phase 1 with RJN Group. The project amount is not-to-exceed \$209,000 and funded in CIP #30023 in bonds abated by sewer funds. [Wards 7 & 8]
8. Preliminary resolution covering the FY17 Alley Repair Program. A petition to resurface the alley between Colorado Ct and Dover Ct from Tremont Ave to Carey Ave was submitted by 75% of the abutting property owners. The estimated cost is \$15,000 budgeted in CIP #35017. The City will be reimbursed half of the project's costs from the homeowners through assessment. [Ward 5]
9. Resolution granting permission to Central Scott Communications to install a buried communications system in the City right-of-way along Fairmount Street from 81st to 83rd Streets and along 83rd from Fairmount to Northwest Boulevard. Agreement Reference No. 2016-F22. [Ward 2]
10. Resolution setting a public hearing to grant MidAmerican Energy Company an underground electric easements at Emeis Park and north of the Modern Woodmen Stadium. [Wards 1 & 3]
11. Resolution approving the contract for professional and field services for inspection and assessment of manholes with Midwest Water Group, Inc. in the amount not-to-exceed \$30,690 budgeted in CIP #30018. [Wards 1, 4, 5 & 6]
12. Resolution authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly Sanitary Sewer Project, CIP #30028. [Ward 7]
13. Resolution approving a creek bank stabilization project for Candlelight Creek in the area near 46th and Main Street (depicted on the attached map), approving a budget amendment for the project, waiving assessment to the abutting properties, and authorizing staff to design and execute the project with an anticipated cost of \$125,000. [Ward 7]
14. Motion approving the contract for the purchase of cameras and an integrated wireless solution to CDW-G of Chicago, IL in the amount of \$53,633 budgeted in CIP #10173. [Ward 4]

Finance

1. Third Consideration: Ordinance amending Chapter 5.15 entitled "Tobacco Sales" so that the ordinance reflects the recent changes to the tobacco industry and also reflects the changes made to the State of Iowa's program. [All Wards]
2. Third Consideration: Ordinance amending Chapter 5.17.010 entitled "License Required" to exclude businesses where retail sales is an ancillary function of the primary business. [All Wards]

3. Third Consideration: Ordinance amending Chapter 10.84 entitled "Bicycles" so that the ordinance refers to the resolution which sets business license fees recommended by the Finance Director and approved by City Council. [All Wards]
4. First Consideration: Ordinance amending Chapter 5.21 entitled "Vehicles for Hire in Title 5, Business Licensing and Regulation. [All Wards]
5. Resolution adopting the FY 2018 Budget Policies. [All Wards]
6. Motion setting a public hearing for November 16, 2016 at 5:30 pm in the Council Chambers for the transit route changes implemented on July 5, 2016. [All Wards]
7. Motion setting a public hearing for November 16, 2016 at 5:30 pm in the Council Chambers for the purpose of amending the North Urban Renewal Area and Plan. [Wards 2, 6, 7 & 8]
8. Motion approving submission of the City of Davenport's Annual Urban Renewal Report. [All Wards]
9. Motion awarding a one-year contract with four possible one-year extensions for occupational health services to Genesis Occupational Healthcare of Davenport, IA. [All Wards]
10. Motion awarding a two-year contract with three one-year extensions for occupational health physical therapy services to Rock Valley Physical Therapy of Moline, IL. [All Wards]
11. Motion approving the purchase of a wheeled excavator for the Sewer Division from Martin Equipment in the amount of \$228,696. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

PLEASE NOTE: At this time individuals may address the City Council on any matters of City business. This is not an opportunity to discuss issues with the Council members or get information. In accordance with Open Meetings law, the Council can not take action on any complaint or suggestions tonight, and can not respond to any allegations at this time.

Please state your Name and Ward for the record. There is a five (5) minute time limit. Please end your comments promptly.

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Agenda Group: Council
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
11/9/2016

Subject:
Approval of the City Council Meeting Minutes for October 26, 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	CC MIN 102616

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/31/2016 - 11:59 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, October 26, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Klipsch presiding and all aldermen present.

The minutes of the October 12, 2016 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, October 19, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present. The following Public Hearings were held: Public Works: on the plans, specifications, forms of contract and estimated cost for the West 53rd St. Full Depth Patching Project; on the plans, specifications, forms of contract and estimated cost for the West River Dribe Relief Sanitary Sewer Project; Finance: regarding the conveyance of City-owned property at 2941 N. Zenith Ave (Robert J. Vidmar, Petitioner. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gripp, second by Ald. Matson all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Justin all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Dunn, second by Ald. Matson all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Boom all items moved to the Consent Agenda. Council adjourned at 6:01 p.m.

The Appointments were postponed until a future date.

The following Proclamation was issued: National Adoption Day, November 5, 2016, 503.

The following Presentation was made: Small Business "The Foundation of Our Community" presented to Hickory Garden Restaurant.

The Consent Agenda was as follows: NOTE: These are routine items and are enacted at the City Council meeting by one roll call vote. The vote was unanimous unless otherwise noted.

October 26, 2016

Community Development: The following ordinance moved to third consideration: for Case No. REZ16-09 being the petition of Jamie Banfield for the rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District.

The following resolutions were adopted: approving Case No. F16-11 being the final plat of Village Shopping Center Subdivision No. 3, a re-plat of Lot 1 of Village Shopping Center Subdivision No. 2, located north of Kimberly Road and west of Northwest Boulevard (902 W Kimberly Rd) containing four (4) commercial lots, 504; Case No. F16-07: final plat of Jersey Farms Eleventh Addition being a replat of Lot 3 of Jersey Farms Eighth Addition and Lot 1 of Forest Road Estates located at 6306 and 6236 Forest Road respectively containing two (2) lots, 505.

The following motion was passed: approving the local objectives for the Community Development Block Grant program for the Year 43 Annual Action Plan covering July 1, 2017 – June 30, 2018, 506.

Public Safety: The following resolution was adopted: Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s), 507.

The following motions were passed: Motion approving a noise and light variance for various events on the listed dates at the listed times: Valley Construction is planning to place concrete pavement driving lanes on Veteran's Memorial Parkway starting approximately October 24, 2016 and ending approximately December 15, 2016, pending weather, 508; motion approving all submitted beer and liquor license applications, 509.

Public Works: The following resolutions were adopted: accepting the sanitary sewer associated with the I-80 / Hwy 130 Industrial Park 3rd Addition site improvements, 510; approving change order #6 to McCarthy Improvement Inc. in the amount of \$492,965 for the Forest Grove Road Paving Project from Utica Ridge Road to the east corporate limits, CIP #01145. The City will be reimbursed up to 80% of the eligible cost by the Federal Surface Transportation Program grant, 511; approving the plans, specifications, forms of contract and estimated cost for the West 53rd St. Full Depth Repair Project. The estimated cost of \$180,000 is budgeted in CIP #35015, 512; approving the plans, specifications, form of contract and estimated cost for the West River Drive Relief Sanitary Sewer project, CIP

October 26, 2016

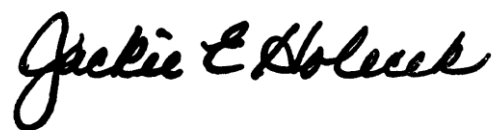
#30001 in the amount of \$150,000 in bonds abated by sewer funds, 513; assessing the cost of boarding up buildings, of brush & debris removal, weed cuttings and repairing sewer lateral at various lots and tracts of real estate, 514, 515, 516, 517.

Finance: The following ordinances moved to third consideration: : amending Chapter 5.17.010 entitled "License Required" to exclude businesses where retail sales is an ancillary function of the primary business; amending Chapter 5.15 entitled "Tobacco Sales" so that the ordinance reflects the recent changes to the tobacco industry and also reflects the changes made to the State of Iowa's program; amending Chapter 10.84 entitled "Bicycles" so that the ordinance refers to the resolution which sets business license fees recommended by the Finance Director and approved by City Council. The following ordinance was adopted: amending Subsection 2.54.070(A)(1) to allow Parks & Recreation Advisory Board Members to serve in other capacities as well, 518.

The following resolutions were adopted: conveying a tract of City-owned property, the Van Arnam 1st Addition Lot 2 known as 2941 N. Zenith Avenue (Robert. J. Vidmar, petitioner), 519; approving an Intergovernmental Agreement between the City of Davenport, Iowa and Rock Island County Metropolitan Mass Transit District (MetroLINK) for the provision of transit-related services including customer service and Automated Vehicle Location (AVL) System Consulting, 520; adjusting rates for the RiverCenter Parking Ramp, Redstson Parking Ramp, and Harrison Street Parking Ramp effective January 9, 2017, 521; authorizing and approving the use of condemnation for the acquisition of 2010 East 14th Street, 52.

The following motions were passed: approving payment in the amount of \$138,661.54 to Tyler Technologies, Inc. of Falmouth, ME for the support and maintenance of the Munis software system for the period of 11/1/16 through 10/31/17, 523; awarding the bid for the Annie Wittenmyer 2nd floor porch repairs and painting to Renaissance Restoration, Inc. of Galena, IL in the amount of \$82,178, 524.

On motion Council adjourned at 5:56 P.M.

A handwritten signature in black ink, reading "Jackie E. Holec". The signature is written in a cursive, flowing style.

October 26, 2016

Jackie E. Holecek, MMC

Deputy City Clerk

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie Holecek
Wards: All

Action / Date
11/9/2016

Subject:
Approval of the Report of the Committee of the Whole on November 2, 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	COW Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	11/3/2016 - 9:45 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, November 2, 2016---

The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present. The following Public Hearings were held: Public Work: on the plans, specifications, form of contract and estimate of cost for the replacement of the 8" sanitary sewer main at West Kimberly Rd and Harrison St. CIP #30028 funded at \$270,000 in bonds abated by sewer funds. The following Presentations were given: DavenportU – Citizens Academy Class II Graduation; Swearing In of Firefighters Evan Conklin, Matthew Mueller, Zachary Streit. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gripp, second by Ald. Matson all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Justin all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Dunn, second by Ald. Matson all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Boom all items moved to the Consent Agenda. Council adjourned at 6:30 p.m.

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Nevada Lemke
Wards: All

Action / Date
11/9/2016

Subject:
Small Business Saturday - November 26, 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
 Cover Memo	Small Business Saturday Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	11/3/2016 - 12:06 PM

Proclamation

Whereas the Government of Davenport, Iowa, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

Whereas small businesses employ over 49 percent of all businesses with employees in the United States; and

Whereas 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

Whereas 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

Whereas 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

Whereas Davenport, Iowa supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

Whereas advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday

Now therefore we, Frank Klipsch, Mayor, and the City Council of Davenport, Iowa, do hereby proclaim, November 26, 2016 as

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Dated this 9th day of November 2016.

Frank J. Klipsch
Mayor of Davenport

Jackie E. Holecek, MMC
Deputy City Clerk

2016 Halloween Parade Winners

Mayor's Trophy – Carpentry Concepts LLC

Best Youth Group – Cub Scout Pack 3667

Best Float – The Black Family

Best Commercial – Driftwood Pub

Best Costume – Q.C. Zombies

Best Marching Unit – Davenport North MCJROTC

Best Dancing Unit – Artistic Intensity Dance Company

Best Youth Group 1st Runner Up – The Dancer's Place

Best Float 1st Runner Up – MidState SideSteppers

Best Commercial 1st Runner Up - Metalwerks

City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Matt Flynn, 326-7743

Wards: 7

Action / Date

10/5/2016

Subject:

Third Consideration: Ordinance for Case No. REZ16-09 being the petition of Jamie Banfield for the rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District .[Ward 5]

Recommendation:

At its September 20, 2016, the Plan and Zoning Commission unanimously voted to accept the findings and recommend approval of Case No.16-09.

Findings:

- The rezoning is consistent with the Comprehensive Plan's designation of "Urban Corridor"
- The proposed rezoning will limit uses on the property to generally non-retail uses.
- Those attending the neighborhood meeting generally support the rezoning.
- Adequate off-street parking exists to support re-use of the property.

The Commission vote was 9-yes and 0-no (with 0 abstention).

Relationship to Goals:

Neighborhood Improvement

Background:

The property owner would like to utilize the building for an "escape room". An escape room is described as follows (from Wikipedia):

An escape room is a physical adventure game in which players are locked in a room and have to use elements of the room to solve a series of puzzles and escape within a set time limit. The games are physical versions of "escape the room" video games. Games are set in a variety of fictional locations, such as prison cells, dungeons and space stations, and are popular as team building exercises.

The earliest room was created in 2006, and escape rooms became popular in the United States, Japan, Taiwan, Canada, Israel and mainland China in the 2010s. Permanent escape rooms in fixed locations were first opened in Asia and followed later in North America, Europe, Australia, and South America.

Not surprisingly, the Zoning Ordinance does not specify what districts allow "Escape Rooms". Given that the activity is designed to occur indoors, stay for more than a few minutes (meaning slow vehicle turnover), and no retail sales occur, staff has determined that it is akin to an office or personal service-type use.

The Harrison Street corridor contains limited non-residential properties which are either zoned C-O, Commercial Office or C-1, Neighborhood Shopping. This former religious institution and small parking lot (approximately 15 spaces) is well suited for adaptive re-use.

This is a relatively dense neighborhood and the concerns of nearby residents of allowing uses that may negatively impact surrounding properties are legitimate.

The C-O District allows a variety of office and service uses but does not generally allow retail.

The proposed C-O zoning classification allows for re-use of the property while maintaining the neighborhood's stability.

For further background information please refer to the background materials.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance
▣ Backup Material	P&Z Letter REZ16-09
▣ Backup Material	P&Z Voting results
▣ Backup Material	Staff Report and Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	10/27/2016 - 11:55 AM

ORDINANCE NO.

ORDINANCE for Case No. REZ16-09 being the petition of Jamie Banfield for the rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District [5th Ward].

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

Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned.

The property is legally described as follows:

Lot 24 of Block 2 of Grant's 2nd Subdivision to the City of Davenport, Scott County, Iowa

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Frank Klipsch
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on September 24, 2016



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

September 21, 2016

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 20, 2016, the City Plan and Zoning Commission considered Case No. REZ16-09: Request of Jamie Banfield for the rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District.

Findings:

- The rezoning is consistent with the Comprehensive Plan's designation of "Urban Corridor"
- The proposed rezoning will limit uses on the property to generally non-retail uses.
- Those attending the neighborhood meeting generally support the rezoning.
- Adequate off-street parking exists to support re-use of the property.

Recommendation:

Staff recommends the Commission accept the listed findings and forward Case No. REZ16-09 to the City Council for approval.

Respectfully submitted,

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

Robert Inghram, Chairperson
City Plan and Zoning Commission

APPROVED

		REZ16-09 Jamie Banfield 3025 Harrison St							
Name:	Roll Call								
Connell	P	Y							
Hepner	P	Y							
Inghram	P								
Kelling	P	Y							
Lammers	P	Y							
Maness	EX								
Martinez	P	Y							
Medd	P	Y							
Quinn	P	Y							
Reinartz	P	Y							
Tallman	P	Y							
		9-YES 0-NO 0-ABSTAIN							



PLAN AND ZONING COMMISSION

Meeting Date: September 20, 2016
Request: Rezoning of approximately 7344 square feet of property located at 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District
Case No.: REZ16-09
Applicant: Jamie Banfield
Contact: Matthew G. Flynn, AICP
Senior Planning Manager
mflynn@ci.davenport.ia.us
563-326-7743

Recommendation:

Staff recommends the Commission accept the listed findings and forward Case No. REZ16-09 to the City Council for approval.

Introduction:

This property is contemplated to be rezoned to facilitate conversion of a former church to commercial uses.

Background:

The property owner would like to utilize the building for an “escape room”. An escape room is described as follows (from Wikipedia):

An escape room is a physical adventure game in which players are locked in a room and have to use elements of the room to solve a series of puzzles and escape within a set time limit. The games are physical versions of "escape the room" video games. Games are set in a variety of fictional locations, such as prison cells, dungeons and space stations, and are popular as team building exercises.

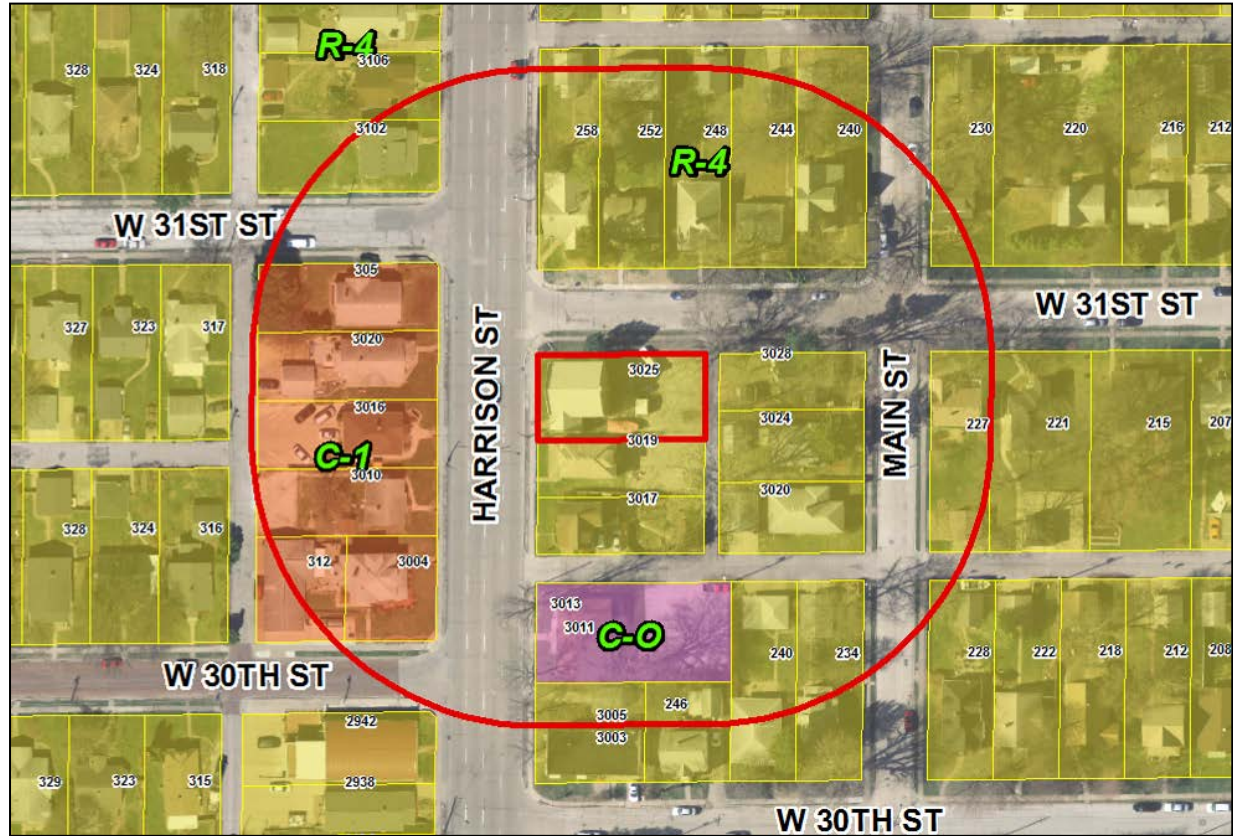
The earliest room was created in 2006, and escape rooms became popular in the United States, Japan, Taiwan, Canada, Israel and mainland China in the 2010s. Permanent escape rooms in fixed locations were first opened in Asia and followed later in North America, Europe, Australia, and South America.

Not surprisingly, the Zoning Ordinance does not specify what districts allow “Escape Rooms”. Given that the activity is designed to occur indoors, stay for more than a few minutes (meaning slow vehicle turnover), and no retail sales occurs, staff has determined that is akin to an office or personal service-type use.

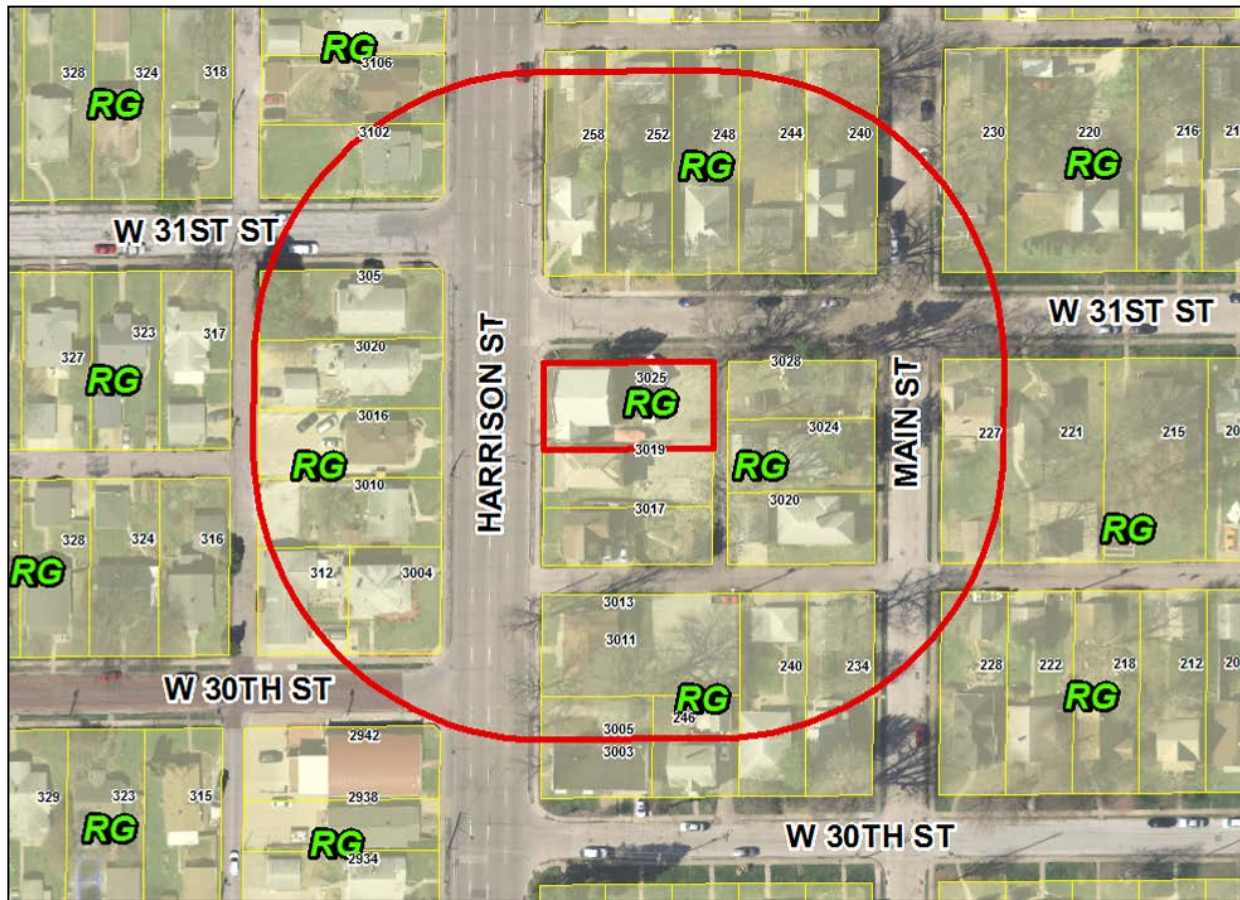
Subject Property



Zoning Map



Comprehensive Plan Proposed Land Use (Residential General)



Comprehensive Plan: This property is located within the Urban Service Boundary and is classified UC, Urban Corridor.

Urban Corridor is described as *“Generally established corridors along major streets marked by mixed use development with commercial uses generally clustered at major intersections and/or transit stops. Urban corridors are mostly fully built-out and redevelopment occurs slowly. Commercial uses in UC generally serve adjacent neighborhoods with goods and services. The character and intensity of Urban Corridors can vary due to street and surrounding neighborhood characteristics. Therefore, specific corridor and neighborhood plans, and supporting zoning provisions, should be created developed to help guide future development decisions.”*

Underlying the UC designation is RG, Residential General.

Residential General is described as *“neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services, as well as other neighborhood uses like schools, churches, corner stores, etc. generally oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.”*

Technical Review:

The property is within the Urban Service Boundary and will not cause any additional service demands.

Public Input:

A public meeting was held on August 22. Approximately 7 people attended. At that time, concern was expressed about the extent of land uses allowed C-1, Commercial Neighborhood District. Since the proposed use is allowed in C-O, Commercial Office, the petitioner amended his application and is now requesting that designation.

Notices to 27 property owners have sent. As of this writing, one protest has been received which constitutes 1.9% of the area within 200 feet of the subject property.

Discussion:

The Harrison Street corridor contains limited non-residential properties which are either zoned C-O, Commercial Office or C-1, Neighborhood Shopping. This former religious institution and small parking lot (approximately 15 spaces) is well suited for adaptive re-use.

This is a relatively dense neighborhood and staff shares the concerns of nearby residents of allowing uses that may negatively impact surrounding properties.

The C-O District allows a variety of office and service uses but does not generally allow retail as follows:

17.26.030 Use regulations.

A building, lot or tract within the C-O office-shop district shall be used only for the following purposes, unless otherwise provided in this chapter:

- A. Any use permitted in the R-6M high density dwelling district;*
- B. Apothecaries;*
- C. Barber shops and beauty parlors;*
- D. Business, charitable, finance, professional and consulting office or office buildings;*
- E. Business or commercial school;*
- F. Dressmaking or tailor shop;*
- G. Medical or dental clinic;*
- H. Studio of an artist, photographer, sculptor, or musician;*
- I. Undertaking establishment or mortuary;*
- J. Accessory building or use customarily incidental to any of the above uses.*

Staff believes the proposed C-O zoning classification allows for re-use of the property while maintaining the neighborhood's stability.

Staff Recommendation:

Findings:

- The rezoning is consistent with the Comprehensive Plan's designation of "Urban Corridor"
- The proposed rezoning will limit uses on the property to generally non-retail uses.
- Those attending the neighborhood meeting generally support the rezoning.
- Adequate off-street parking exists to support re-use of the property.

Recommendation:

Staff recommends the Commission accept the listed findings and forward Case No. REZ16-09 to the City Council for approval.

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – SEPTEMBER 6, 2016 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. REZ16-09: Request of Jamie Banfield to rezone 3025 Harrison Street from R-4 Moderate Density Dwelling District to C-O Commercial Office District. [7th Ward]

The legal description for this property is Lot 24 of Block 2 of Grant's 2nd Subdivision to the City of Davenport.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday September 6, 2016** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday September 20, 2016. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

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

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

(detach here)

The undersigned – **opposes** / **does not oppose** (circle one) the Jamie Banfield petition for the rezoning of Lot 2 of Block 24 of Grant's 2nd Subdivision to the City of Davenport (3025 Harrison Street) from R-4, Moderate Density Dwelling District to C-O, Commercial office District.

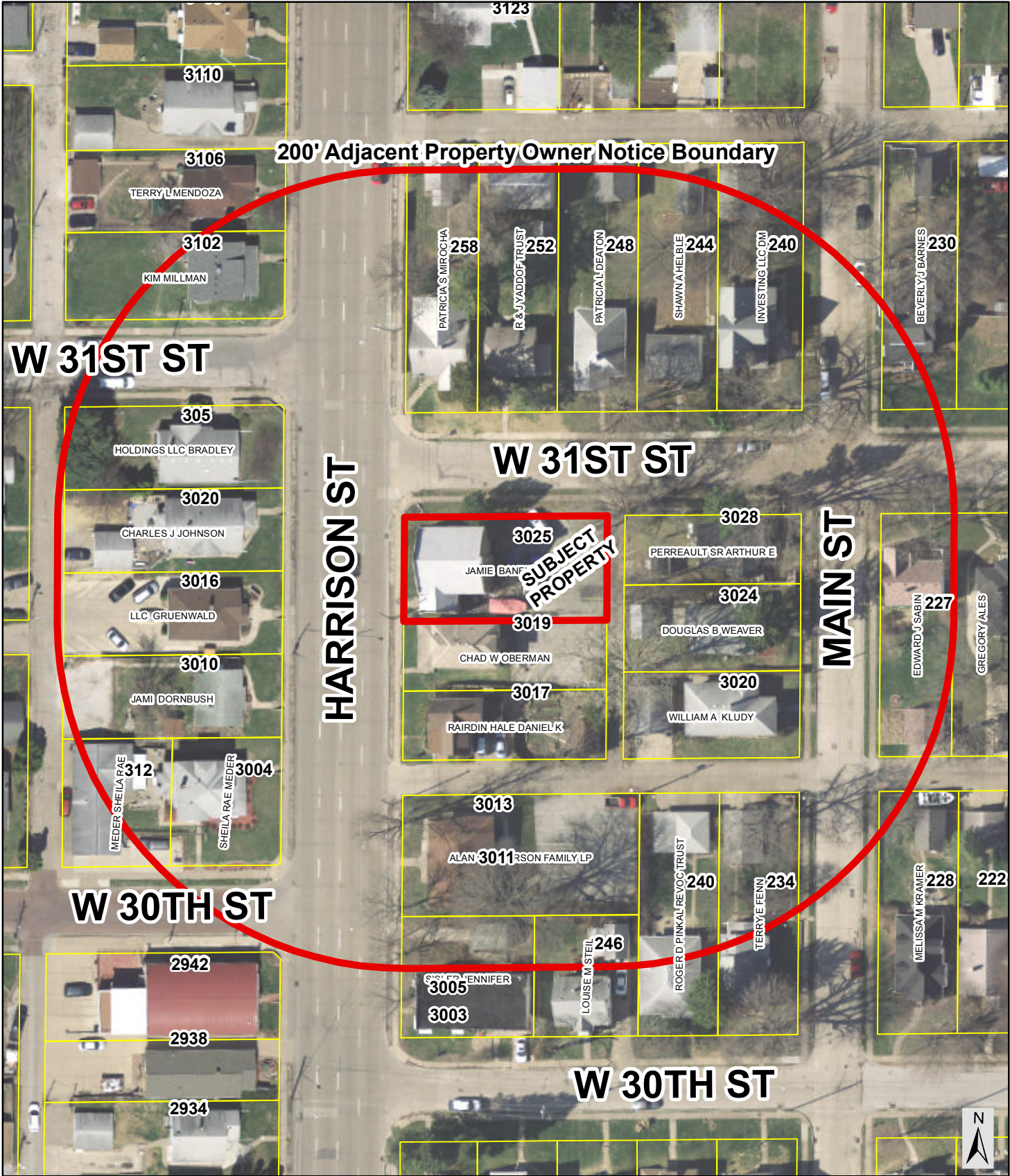
Comments: _____

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

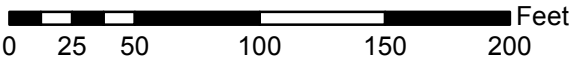
NAME _____
ADDRESS _____
DATE _____
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

Plan & Zoning Commission: Adjacent Property Owner Notice Area
Request for a Zoning Map Amendment (Rezoning)



Private parties utilizing City GIS data do so at their own risk. The City of Davenport will not be responsible for any costs or liabilities incurred due to any differences between information provided and actual physical conditions.



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 Residential to C-2* Changed to C-1 per discussion with petitioner for the following legally described real property:

Scott County, Iowa

Parcel ID: B0007-29

Property Location: 3025 HARRISON ST
DAVENPORT, IA

Legal Description:

GRANT'S 2ND SUBD Lot: 024 Block: 002 GRANT'S 2ND SUBD(EXC PT TO CITY)

AddNum / Sect:

Block / Twp: 002

Lot / Rng: 024

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

BANFIELD JAMIE
3025 HARRISON ST
DAVENPORT IA 52803

Contract Holder:

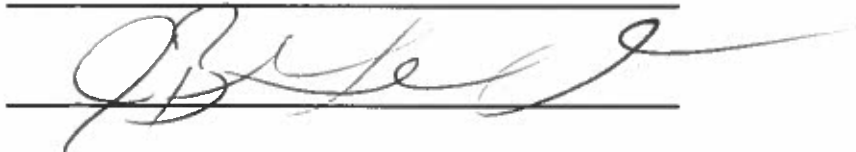
Mail To:

Class: R Residential

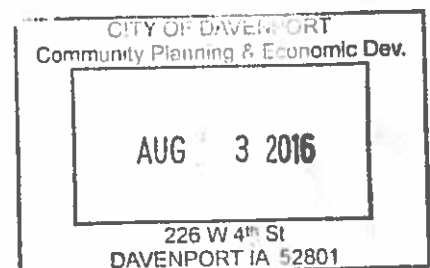
Deed Date: 2/27/2013

Respectfully submitted,

Jamie M Banfield



Date: Aug 02, 2016



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

CITY OF DAVENPORT
City Hall - Second floor
Phone: (563) 326-7765
Fax: (563) 328-6714
AUG 3 2016
226 W 4th St
DAVENPORT IA 52801

Legal Description:

ADDRESS OF PROPERTY: 3025 N Harrison St, Davenport IA EXISTING ZONING: R
REQUESTED ZONING: C-2
TOTAL AREA: _____

PETITIONER: Name: Jamie M Banfield
Address: 3025 N Harrison St, Davenport IA
Phone: 309.312.0465 FAX: _____
Mobile Phone: 309.312.0465 Email: BanfieldJamie@hotmail.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: Jamie M Banfield
Address: 3025 N Harrison St, Davenport IA
Phone: : 309.312.0465 FAX: _____
Mobile Phone: : 309.312.0465 Email: BanfieldJamie@hotmail.com

CONTACT PERSON: Name: Jamie M Banfield
Address: 3025 N Harrison St, Davenport IA
Phone: : 309.312.0465 FAX: _____
Mobile Phone: : 309.312.0465 Email: BanfieldJamie@hotmail.com

EXPLANATION OF REZONING (for Public Hearing Notice) Petitioner would like to start a home-based business having the ability to accommodate 8 customers

Does the property contain a drainageway or floodplain area: _____ Yes ☒ No

Signature of Petitioner: Jamie M Banfield Date: 03 AUG 2016
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

Davenport City Assessor Parcel Records[Search Page](#)[Print](#)[Comparables Search](#)[Feedback](#)[Help](#)

[\[Assessment Report | Auditor/Treasurer Report | Map \]](#)

Assessment Summary

Davenport City Assessor

Parcel Number: B0007-29
Route Number: B07-019-000
Deed Holder: BANFIELD JAMIE
3025 HARRISON ST
DAVENPORT IA 52803

Deed Date: 2/27/2013
Transfer Document No.: 2013-6388
Revenue Stamp: \$148.00
Purchase Price : \$93,000 (Nearest \$500)
Property Location: 3025 HARRISON ST
DAVENPORT, IA

Business Name/Description: METROPOLITAN COM CHURCH OF THE
Sec-Twn-Rng/Lot-Block: 024-002
Legal Description: GRANT'S 2ND SUBD (EXC PT TO CITY)
Classification: R Residential



Land Information

Lot Dimensions: Lot: 60.0 x 117.0

Land Sizes Used For Assessment Purposes Only. Not A Survey Of The Property.

Dwelling

Occupancy: Single-Family
Style: 1 Story Brick
Year Built: 1955
Living Area: 1,695 SF
Attic Style: None
Attic Area: 0
Basement Area: 1695
Basement Finished Area: 1300
Bedrooms Above: 1
Bedrooms Below: 0
Bathrooms: 1 Full Bath;
Fireplace: 1 - Masonry;
Heat Type: Yes
Central Air: Yes
Roof: Asphalt Shingles

Exterior: Brick on Con Block
 Porches and Decks: 1S Frame Open (28 SF);
 Garage: None

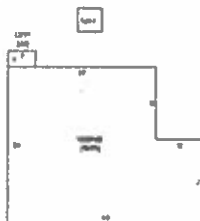
Commercial Buildings:

Total GBA: 3,390 SF

Total Units: 0

Building 1: 620-RELIGIOUS/CHURCH, 814- Church: Built 1955, 1 Story, 1,695 SF, 0 Units

Sketch(click to enlarge)



Sketch by: www.scribble.com

<u>ASSESSED</u> <u>VALUES</u>	<u>2016</u>	<u>2015</u>	<u>SALES RECORDS</u>					Multi-Parcel
			Date	Type	Recording	Amount	Sale Type	
Land	\$19,320	\$19,320						
Buildings	\$0	\$0	2/25/2013	WD	13-6388	\$93,000	Sale to/by	No
Dwellings	\$80,840	\$80,840					Government/Exempt	
Exempt	\$0	\$0					Organization	
Total	\$100,160	\$100,160	5/31/1994	WD	94-16452	\$128,725	NONE	No
			9/9/1949	X	001800000	\$0	NONE	No

PERMITS

Date	Permit #	Permit Amount	Reason
3/25/2013	WO	\$0	Int Insp Request
2/13/2013	16855	\$5,500	Roof

Disclaimer: The information in this web site represents current data from a working file which is updated regularly. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein or its use.

[Click here to report incorrect data for 3025 HARRISON ST \(Parcel # B0007-29\).](#)

[Click here to pay taxes for 3025 HARRISON ST \(Parcel # B0007-29\).](#)

Davenport City Assessor

Administrative Center ? 600 W. 4th St. ? Davenport, Iowa 52801
 (563) 326-8659 ? www.cityofdavenportiowa.com/assessor/

Scott County Parcel Records


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[\[Assessment Report | Auditor/Treasurer Report | Map \]](#)

Auditor/Treasurer Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: B0007-29

Property Location: 3025 HARRISON ST
DAVENPORT, IA

Legal Description:

GRANT'S 2ND SUBD Lot: 024 Block: 002 GRANT'S 2ND SUBD(EXC PT TO CITY)

AddNum / Sect:

Block / Twp: 002

Lot / Rng: 024

Gross Acres: 0

Exempt Acres: N/A

Net Acres: N/A

Deed Holder:

BANFIELD JAMIE
3025 HARRISON ST
DAVENPORT IA 52803

Contract Holder:

Mail To:

Class: R Residential

SubClass:

Transfer Document No.: 2013 -6388

Revenue Stamp: \$148.00

Purchase Price : \$93,000 (Nearest
\$500)

Deed Date: 2/27/2013

Deed Book:

Deed Page:

Contract Date:

Contract Book:

Contract Page:

Taxing District: DAD - DAVENPORT DAVENPORT

School District: DAVENPORT SCHOOL

Misc. District:

	2016 VALUATION		2015 VALUATION		2014 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	\$19,320	-	\$19,320	\$10,747	\$19,320	\$10,768
Buildings	\$0	-	\$0	\$0	\$0	\$0
Dwellings	\$80,840	-	\$80,840	\$44,968	\$79,370	\$44,236
Exempt	\$0	-	\$0	-	\$0	-
Gross Taxable	\$100,160	-	\$100,160	\$55,715	\$98,690	\$55,004
Military	0	-	0	0	0	0
Net Taxable	\$100,160	-	\$100,160	\$55,715	\$98,690	\$55,004
Gross Taxes		-		\$2,193.57		\$2,191.73

Homestead Credit	-	\$0.00	\$0.00
Ag Land Credit	-	\$0.00	\$0.00
Family Farm Credit	-	\$0.00	\$0.00
Business Property Tax Credit	-	\$0.00	\$0.00
Disabled Senior Credit	-	\$0.00	\$0.00
Net Taxes	-	\$2,194.00	\$2,192.00

2014 Property Taxes Due:	Amount	Balance	Paid	Receipt	2013 Property Taxes Due:	Amount	Balance	Paid	Receipt
September 2015	\$1,096	\$0	9/2/2015	<u>706694</u>	September 2014	\$1,079	\$0	9/8/2014	<u>643734</u>
March 2016	\$1,096	\$0	3/9/2016		March 2015	\$1,079	\$0	3/25/2015	

Please allow up to 72 hours for recent tax payments to be reflected.

Disclaimer: The information in this web site represents current data from a working file which is updated regularly. Information is believed reliable, but its accuracy cannot be guaranteed. No warranty, expressed or implied, is provided for the data herein or its use. Special assessment deferrals or deficiencies are not displayed. They must be researched in the Treasurer's Office.

[Click here to report incorrect data for 3025 HARRISON ST \(Parcel # B0007-29\).](#)

[Click here to pay taxes for 3025 HARRISON ST \(Parcel # B0007-29\).](#)

Last Data Upload: 8/2/2016

For questions concerning tax sales, special assessments, or payment of property taxes please contact the

Scott County Treasurer

Administrative Center ? 600 W. 4th St. ? Davenport, Iowa 52801
(563) 326-8670 ? treasurer@scottcountyiowa.com
www.scottcountyiowa.com

For all other questions about information in this record please contact the

Scott County Auditor

Administrative Center ? 600 W. 4th St. ? Davenport, Iowa 52801
(563) 326-8721 ? auditor@scottcountyiowa.com
www.scottcountyiowa.com

Parcel ID: B0007-29

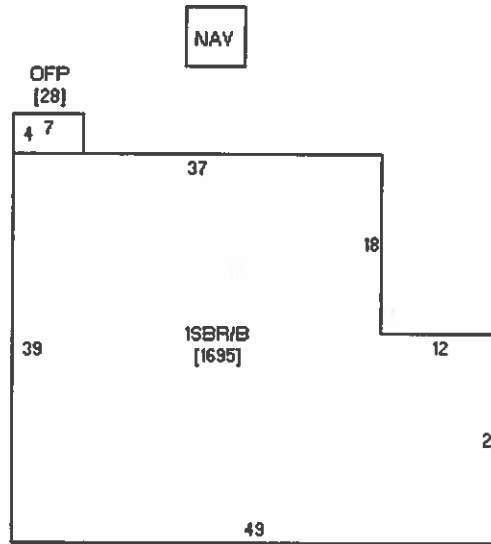
Photo 1



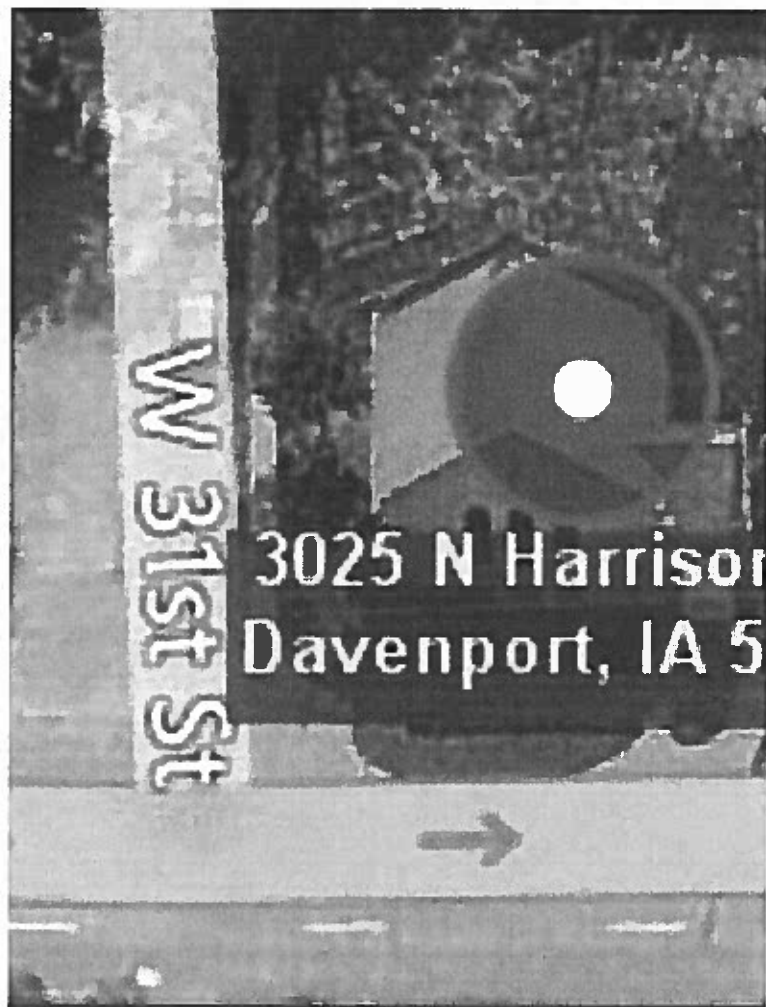
Parcel ID: B0007-29

The data shown on this sketch could be reflective of updated information from a working file.

Sketch 1



Sketch by www.camavision.com



Google Maps 3025 N Harrison St



Imagery ©2016 Google, Map data ©2016 Google 20 ft

REZ16-09 - 3025 Harrison St Adjacent Owner Notice List

Parcel	Property Address	Owner Name	Owner Street	Owner CityStateZip
Petitioner:	3025 HARRISON ST	JAMIE BANFIELD	3025 HARRISON ST	DAVENPORT IA 52803
Ward/Ald:	7th Ward	Alderman Matson		27 Notices Sent
B0006-08A	312 W 30TH ST	MEDER SHEILA RAE	3004 HARRISON ST	DAVENPORT IA 52803
B0006-08B	3004 HARRISON ST	SHEILA RAE MEDER	3004 HARRISON ST	DAVENPORT IA 52803
B0006-09	3010 HARRISON ST	JAMI DORNBUSH	3010 HARRISON ST	DAVENPORT IA 52803
B0006-10	3016 HARRISON ST	GRUENWALD LLC	1316 130TH AVE	LOST NATION IA 52254
B0006-11	3020 HARRISON ST	CHARLES J JOHNSON	3020 N HARRISON ST	DAVENPORT IA 52803
B0006-12	305 W 31ST ST	HOLDINGS LLC BRADLEY	PO BOX 945	BETTENDORF IA 52722
B0006-27	3102 HARRISON ST	KIM MILLMAN	7205 CORONADO DR	SAN JOSE CA 95129
B0006-28	3106 HARRISON ST	TERRY L MENDOZA	3106 HARRISON ST	DAVENPORT IA 52803
B0007-11	258 W 31ST ST	PATRICIA S MIROCHA	101 W 46TH ST	DAVENPORT IA 52806
B0007-12	252 W 31ST ST	R & J YADDOD TRUST	852 STONEBRIDGE CR	ELDRIDGE IA 52748
B0007-13	248 W 31ST ST	PATRICIA L DEATON	248 W 31ST ST	DAVENPORT IA 52803
B0007-14	244 W 31ST ST	SHAWN A HELBLE	244 W 31ST ST	DAVENPORT IA 52803
B0007-15	240 W 31ST ST	DM INVESTING LLC	7531 E 2ND ST	SCOTTSDALE AZ 85251
B0007-16	230 W 31ST ST	BEVERLY J BARNES	230 W 31ST ST	DAVENPORT IA 52803
B0007-24	221 W 31ST ST	GREGORY ALES	221 W 31ST ST	DAVENPORT IA 52803
B0007-25	227 W 31ST ST	EDWARD J SABIN	227 W 31ST ST	DAVENPORT IA 52803
B0007-26	3020 MAIN ST	WILLIAM A KLUDY	3020 MAIN ST	DAVENPORT IA 52803
B0007-27	3024 MAIN ST	DOUGLAS B WEAVER	2764 CODY ST	BETTENDORF IA 52722
B0007-28	3028 MAIN ST	PERREAULT SR ARTHUR E	3028 MAIN ST	DAVENPORT IA 52803
B0007-30	3019 HARRISON ST	CHAD W OBERMAN	2519 IOWA ST	DAVENPORT IA 52803
B0007-31	3017 HARRISON ST	RAIRDIN HALE DANIEL K	3017 HARRISON ST	DAVENPORT IA 52803
B0007-32	3011 HARRISON ST	ALAN C ANDERSON FAMILY LP	P O BOX 208	GENESEO IL 61254
B0007-33	3003 HARRISON ST	SISLER JENNIFER	2519 IOWA ST	DAVENPORT IA 52803
B0007-34	246 W 30TH ST	LOUISE M STEIL	112 BOSTON HARBOUR WAY	MADISON AL 35758-6252
B0007-35	240 W 30TH ST	ROGER D PINKAL REVOC TRUST	240 W 30TH ST	DAVENPORT IA 52803
B0007-36	234 W 30TH ST	TERRY E FENN	234 W 30TH ST	DAVENPORT IA 52803
B0007-37	228 W 30TH ST	MELISSA M KRAMER	1633 SHADY GLN	DAVENPORT IA 52807

REZ16-09 Protest Calculation

PARCEL	NOTICE AREA	NOTICE %	PROTEST (YES/NO)	PROTEST %	PROPERTY ADDRESS	PROPERTY OWNER(S)	OWNER ADDRESS	OWNER CSZ
B0006-08A	2534.67	1.3%		0.0%	312 W 30TH ST	SHEILA RAE MEDER	3004 HARRISON ST	DAVENPORT IA 52803
B0006-08B	4683.80	2.4%		0.0%	3004 HARRISON ST	SHEILA RAE MEDER	3004 HARRISON ST	DAVENPORT IA 52803
B0006-09	5922.52	3.0%		0.0%	3010 HARRISON ST	JAMI DORNBUSH	3010 HARRISON ST	DAVENPORT IA 52803
B0006-10	6044.72	3.1%		0.0%	3016 HARRISON ST	GRUENWALD LLC	C/O GINA M JOHNSON	PHOENIX AZ 85086
B0006-11	6045.88	3.1%		0.0%	3020 HARRISON ST	CHARLES J JOHNSON	3020 N HARRISON ST	DAVENPORT IA 52803
B0006-12	5974.23	3.0%		0.0%	305 W 31ST ST	BRADLEY HOLDINGS LLC	PO BOX 945	BETTENDORF IA 52722
B0006-27	3680.31	1.9%		0.0%	3102 HARRISON ST	KIM MILLMAN	7205 CORONADO DR	SAN JOSE CA 95129
B0006-28	560.64	0.3%		0.0%	3106 HARRISON ST	TERRY L & MICHELLE R MENDOZA	3106 HARRISON ST	DAVENPORT IA 52803
B0007-11	5804.46	3.0%		0.0%	258 W 31ST ST	PATRICIA S MIROCHA	101 W 46TH ST	DAVENPORT IA 52806
B0007-12	6448.36	3.3%		0.0%	252 W 31ST ST	R & J YADDOF TRUST	852 STONEBRIDGE CR	ELDRIDGE IA 52748
B0007-13	6440.84	3.3%		0.0%	248 W 31ST ST	PATRICIA L DEATON	248 W 31ST ST	DAVENPORT IA 52803
B0007-14	6214.18	3.2%		0.0%	244 W 31ST ST	SHAWN A HELBLE & KATIE M CASSATT	244 W 31ST ST	DAVENPORT IA 52803
B0007-15	5788.16	2.9%		0.0%	240 W 31ST ST	DM INVESTING LLC	7531 E 2ND ST	SCOTTSDALE AZ 85251
B0007-16	1109.34	0.6%		0.0%	230 W 31ST ST	BEVERLY J BARNES	230 W 31ST ST	DAVENPORT IA 52803
B0007-24	50.78	0.0%		0.0%	221 W 31ST ST	GREGORY ALES	221 W 31ST ST	DAVENPORT IA 52803
B0007-25	5477.86	2.8%		0.0%	227 W 31ST ST	EDWARD J SABIN	227 W 31ST ST	DAVENPORT IA 52803
B0007-26	5085.14	2.6%		0.0%	3020 MAIN ST	WILLIAM A KLUDY	3020 MAIN ST	DAVENPORT IA 52803
B0007-27	5106.40	2.6%		0.0%	3024 MAIN ST	DOUGLAS B WEAVER	2764 CODY ST	BETTENDORF IA 52722
B0007-28	4067.61	2.1%		0.0%	3028 MAIN ST	ARTHUR E SR & PAULINE E PERREAUL	3028 MAIN ST	DAVENPORT IA 52803
B0007-30	4690.97	2.4%		0.0%	3019 HARRISON ST	CHAD W OBERMAN	2519 IOWA ST	DAVENPORT IA 52803
B0007-31	4691.22	2.4%		0.0%	3017 HARRISON ST	DANIEL K & JESSICA L RAIRDIN HALE	3017 HARRISON ST	DAVENPORT IA 52803
B0007-32	9553.30	4.9%		0.0%	3011 HARRISON ST	ALAN C ANDERSON FAMILY LP	P O BOX 208	GENESEO IL 61254
B0007-33	2286.27	1.2%		0.0%	3003 HARRISON ST	JENNIFER SISLER	2519 IOWA ST	DAVENPORT IA 52803
B0007-34	1792.16	0.9%		0.0%	246 W 30TH ST	LOUISE M STEIL	112 BOSTON HARBOUR WA	MADISON AL 35758
B0007-35	4390.79	2.2%		0.0%	240 W 30TH ST	ROGER D PINKAL REVOC TRUST	240 W 30TH ST	DAVENPORT IA 52803
B0007-36	3671.76	1.9%	YES	1.9%	234 W 30TH ST	TERRY E & DOROTHY M FENN	234 W 30TH ST	DAVENPORT IA 52803
B0007-37	221.99	0.1%		0.0%	228 W 30TH ST	MELISSA M KRAMER	1633 SHADY GLN	DAVENPORT IA 52807

PARCELS 118,338.4 60.2%

ROW 78,084.6 39.8%

Alderman: Matson - 7th Ward

TOTAL
NOTICE AREA 196,423.0 100% **1.9% PROTEST RATE**

Protests: 1

Properties: 27

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 8

Action / Date

11/2/2016

Subject:

Resolution approving Case No. F16-13 being the final plat of Kraft 1st Addition, located south of Slopertown Road and east of Hillandale Road containing two (2) industrial lots. [Ward 8]

Recommendation:

The City Plan and Zoning Commission concurred with the finding(s) and recommendation of City staff and forwards Case No. F16-13 for approval subject to the following conditions as stated in the Commission's letter October 05, 2016.

Finding:

The plat and development conforms to the comprehensive plan.

The plat facilitates economic development/investment.

Recommendation: The City Plan and Zoning Commission accepts the listed findings and forwards Case No. F16-13 to the City Council for approval subject to the following conditions:

That the surveyor sign the plat;

That the utility companies sign the plat when their easement needs have been met and that all easements are shown on the plat and labeled to their use.

That the adjacent existing (Enterprise Way) and future (Granite Way) street rights-of-way be shown on the plat and dimensioned; and

That the owner/developer information be completed and shown on the plat.

The Commission vote for approval was unanimous with 8-yes, 0-no and 0-abstentions.

Relationship to Goals:

Added emphasis on economic development.

Background:

The plat is proposed to facilitate the industrial development of the new Kraft-Heinz facility as well as provide MidAmerican Energy with a substation site to serve this growing industrial park area.

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

ATTACHMENTS:

Type	Description
▣ Resolution Letter	F16-13 Resolution
▣ Backup Material	F16-13 background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Flynn, Matt	Approved	10/26/2016 - 5:41 PM
Community Development Committee	Flynn, Matt	Approved	10/26/2016 - 5:41 PM

City Clerk

Admin, Default

Approved

10/26/2016 - 5:44 PM

Resolution No. _____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F16-13 being the final plat of Kraft 1st Addition, located south of Slopertown Road and east of Hillandale Road containing two (2) industrial lots. [8th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Kraft 1st Addition to the City of Davenport, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated October 05, 2016 and as follows:

1. That the surveyor sign the plat;
2. That the utility companies sign the plat when their easement needs have been met and that all easements are shown on the plat and labeled to their use.
3. That the adjacent existing (Enterprise Way) and future (Granite Way) street rights-of-way be shown on the plat and dimensioned; and
4. That the owner/developer information be completed and shown on the plat; and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon said plat as required by law.

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

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, City Clerk

October 05, 2016

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of October 04, 2016, the City Plan and Zoning Commission considered Case No. F16-13: Final plat of Kraft 1st Addition located south of Slopertown Road and east of Hillandale Road containing two (2) industrial lots.

The plat is proposed to facilitate industrial development of the lot, allowing for the relocation of the Kraft-Heinz facility.

Finding:

- The plat and development conforms to the comprehensive plan.
- The plat facilitates economic development/investment.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F16-13 to the City Council for approval subject to the following conditions:

1. That the surveyor sign the plat;
2. That the utility companies sign the plat when their easement needs have been met and that all easement are shown on the plat and labeled to their use.
3. That the adjacent existing (Enterprise Way) and future (Granite Way) street rights-of-way be shown on the plat and dimensioned; and
4. That the owner/developer information be completed and shown on the plat.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



APPROVED									
Name:	Roll Call	F16-13 Kraft 1st Add'n							
Connell	P	Y							
Hepner	P	Y							
Inghram	P								
Kelling	P	Y							
Lammers	EX								
Maness	P	Y							
Martinez	P	Y							
Medd	P	Y							
Quinn	P	Y							
Reinartz	P	Y							
Tallman	EX								
		8-YES 0-NO 0-ABSTAIN							



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

Meeting Date: October 04, 2016
Request: Kraft 1st Addition
Address: South of Slopertown Rd & East of Hillandale Rd
Case No.: F16-13
Applicant: Kraft-Heinz

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F16-13 to the City Council for approval subject to the listed conditions.

Introduction:

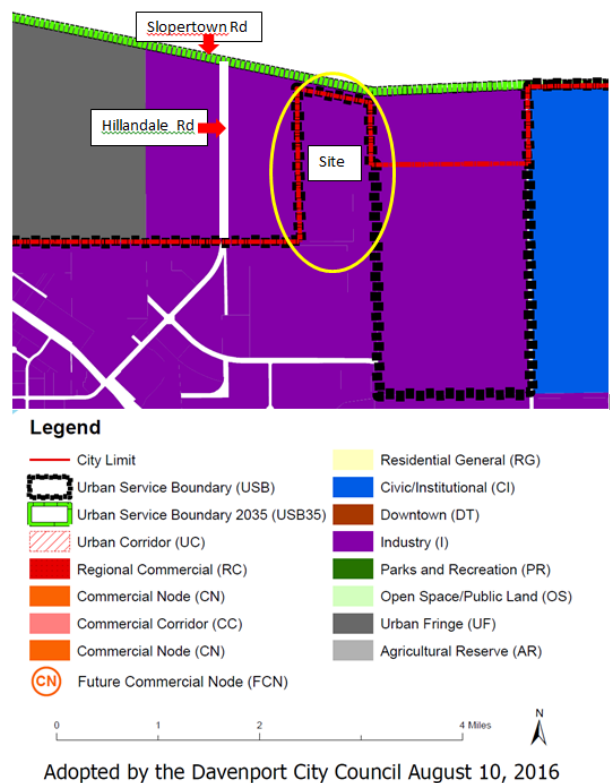
This is the final plat of Kraft 1st Addition located south of Slopertown Road and East of Hillandale Road containing two (2) industrial lots. The plat contains 63.93 acres, more or less and splits out a lot for Mid-American Energy for its substation.

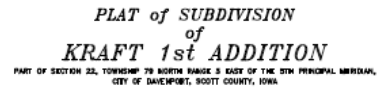
AREA CHARACTERISTICS:

Zoning Map



Future Land Use Map





ATTORNEY
Michael J. Roth
Sheppard Mullin Richter & Hampton LLP
70 West Madison Street, 48th Floor
Chicago, IL 60602-4495
312-498-5312
MRoth@sheppardmullin.com

BY: _____
DATE: _____BY: _____
DATE: _____BY: _____
DATE: _____BY: _____
DATE: _____BY: _____
DATE: _____
ATTN: _____

Note: This project will require the extension of sewer, water and new roads. No concerns about the ability to provide urban services by any of the providers have been expressed. This important, high

profile project already well into the design phase and all City Departments and outside agencies have been involved in the planning.

Streets. The subject property is located south of Slopertown Road from which access will be provided to Lot 1. Granite Way is to be constructed along the west line of the plat also providing access to Lot 1. Enterprise Way is located along the south boundary of the plat and provides access to Lot 2 as well as the transload facility. These streets rights-of-way will need to be shown on the plat even though they are not “dedicated” by this platting.

Storm Water. Stormwater flows are generally overland with infrastructure being open ditch lines. Stormwater retention and detention is required.

Sanitary Sewer. Sanitary sewer service is currently located near the southeast corner of the plat and in Hillandale Road.

Other Utilities. Utility services are being made available.

Emergency Services. The property is located under 2-1/2 miles from Fire Station No. 7 located at 2302 West 67th Street.

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

Public Input:

No public hearing is required for a Preliminary or Final Plat.

Discussion:

The plat is proposed to facilitate the industrial development of the new Kraft-Heinz facility as well as provide MidAmerican Energy with a substation site to serve this growing industrial park area.

Staff Recommendation:

Finding:

- The plat and development conforms to the comprehensive plan.
- The plat facilitates economic development/investment.

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed findings and forward Case No. F16-13 to the City Council for approval subject to the following conditions:

1. That the surveyor sign the plat;
2. That the utility companies sign the plat when their easement needs have been met and that all easement are shown on the plat and labeled to their use.
3. That the adjacent existing (Enterprise Way) and future (Granite Way) street rights-of-way be shown on the plat and dimensioned; and
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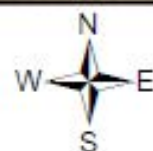
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division



AERIAL PHOTO

0 250 500 1,000 Feet



**CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
SUBDIVISION REFERENCE FILE**

PRELIM / FINAL / PUD (circle the appropriate designation)

SUBDIVISION NAME: **KRAFT 1ST ADDITION**

LOCATION: **SECTION 22, T 79 N, R 3 E**

DEVELOPER: Name: **KRAFT HEINZ**
Address: _____
Phone: _____ FAX: _____
Mobile Phone: _____ Email: _____

ENGINEER: Name: **McCLURE ENGINEERING ASSOCIATES, INC.**
SURVEYOR Address: **4700 KENNEDY DRIVE, EAST MOLINE, IL**
Phone: **309-792-9350** FAX: **309-792-8974**
Mobile Phone: _____ j.abbitt@mcclureengineering.com

ATTORNEY: Name: **SHEPPARD MULLIN RICHTER & HAMPTON LLP**
Address: **70 WEST MADISON ST, 48TH FLOOR, CHICAGO, IL**
Phone: **312-499-6312** **MICHAEL J. ROTH**
Mobile Phone: _____ Email: **MRoth@sheppardmullin.com**

OWNER: Name: **SAME AS DEVELOPER**
Address: _____
Phone: _____ FAX: _____
Mobile Phone: _____ Email: _____

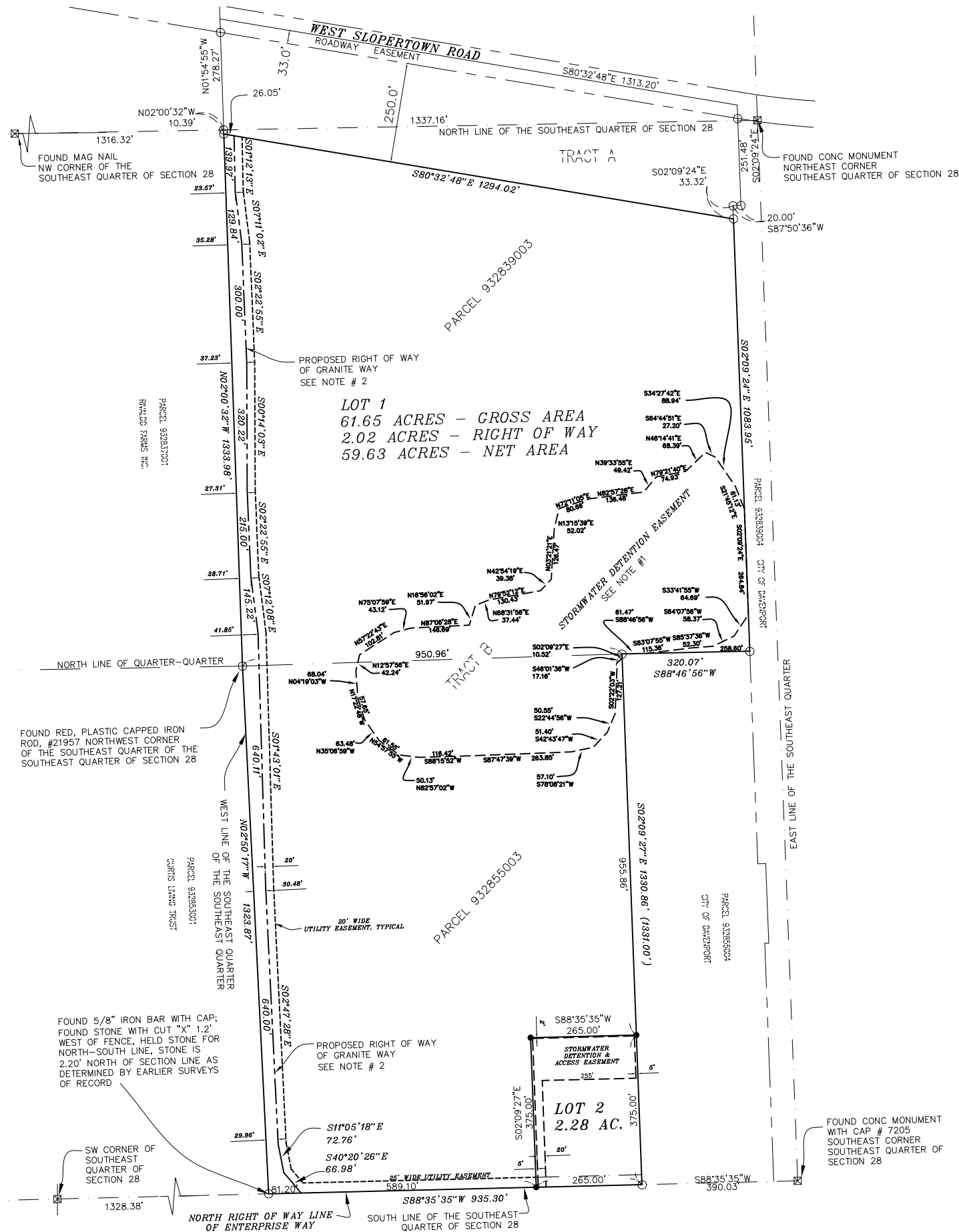
NUMBER OF LOTS: **2** ACRES: **63.93**
SF 2F MF & EST. UNITS COMM IND

STREETS ADDED: **N / A** LINEAR FEET

Fee per Plat	Fee
Ten or fewer lots (< 10 lots)	\$400 plus \$25/lot = \$450
Eleven to twenty-five lots (≥ 11 lots ≤ 25 lots)	\$700 plus \$25/lot
More than twenty-five lots (> 25 lots)	\$1,000 plus \$25/lot
Reforestation fee (submit to Land Use Office Prior to City Council review)	\$150 per 50 feet of lineal lot frontage

NOTE: THE PLAT WILL NOT BE PROCESSED UNTIL THE FEE AND COMPLETED REFERENCE FILE ARE RECEIVED BY THE PLANNING AND LAND DEVELOPMENT OFFICE.

PREPARED BY AND RETURN TO: JAMES W. ABBITT, JR. McCLURE ENGINEERING ASSOCIATES, INC. 4700 KENNEDY DRIVE EAST MOLINE, IL 61244 309-792-9350



PLAT of SUBDIVISION
of
KRAFT 1st ADDITION

A RE-SUBDIVISION OF TRACT B, ACCORDING TO THE PLAT OF SURVEY THEREOF, RECORDED AS DOCUMENT NO. 2016-03256 ON FEBRUARY 9, 2016 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 79 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF DAVENPORT, SCOTT COUNTY, IOWA

ZONING AND LOT INFORMATION

CURRENT ZONING: M 1
BUILDING SETBACK: FRONT: 25 FEET

TOTAL NUMBER OF LOTS: 2

TOTAL AREA: 63.93 ACRES
LOT 1 AREA: 59.63 ACRES
LOT 2 AREA: 2.28 ACRES
RIGHT OF WAY: 2.02 ACRES

NET AREA OF LOTS 1 & 2: 61.91 ACRES

OWNER/DEVELOPER

KRAFT HEINZ FOOD COMPANY
200 EAST RANDOLPH STREET
CHICAGO, IL 60601

ATTORNEY

Michael J. Roth
Sheppard Mullin Richter & Hampton LLP
70 West Madison Street, 48th Floor
Chicago, IL 60602-4498
312-499-6312
MRoth@sheppardmullin.com

SURVEYOR

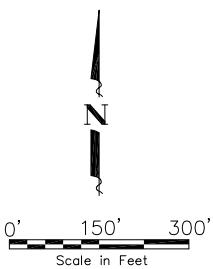
James W. Abbitt, Jr.
McClure Engineering Associates, Inc.
4700 Kennedy Drive
East Moline, IL 61244
309-792-9350
j.abbitt@mcclureengineering.com

PLAT NOTATIONS:

- LOT 1 HAS A BLANKET INGRESS / EGRESS EASEMENT FOR ITS STORMWATER DETENTION EASEMENT; SAID EASEMENT MAY BE AMENDED BY MUTUAL AGREEMENT BETWEEN OWNER AND CITY AT A LATER DATE.
- THE PROPOSED RIGHT OF WAY SHOWN FOR GRANITE WAY IS SHOWN PER THE UNRECORDED PLAT BY KLINGNER ASSOCIATES, PC; DATED JULY 8, 2016 AS PROVIDED BY CITY OFFICIALS.

LEGEND

- FOUND IRON ROD W/GREEN PLASTIC CAP 18465 OR AS NOTED
- SET 5/8" IRON ROD W/GREEN PLASTIC CAP 18465
- BOUNDARY LINE
- LOT LINE
- SECTION LINE
- - - PROPOSE RIGHT OF WAY LINE
- DEED OR PLATTED DISTANCE
- MEASURED DISTANCE



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature: _____ James W. Abbitt Jr.
Date: _____ Reg. No. 18465
My license renewal date is December 31, 2016.
Pages or sheets covered by this seal:
THIS SHEET ONLY.

Kraft Heinz Food Company
200 East Randolph Street
Chicago, IL 60601

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 1"

DRAWN BY: JLR

CHECKED BY: JWA

DATE: 10/10/16



PLAT of SUBDIVISION

KRAFT FIRST ADDITION

DAVENPORT, IOWA

FILE NAME: T:\ADA116.162\DWG\12150_GDRC SELECT ACRES_SVY

01-13-16-153

SHEET NO.

1

OF 1

City of Davenport

Agenda Group:
Department: City Clerk
Contact Info: Jackie E Holecek x6163
Wards: 3

Action / Date
11/2/2016

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

St. Ambrose University, Galvin Fine Arts Center, SAU Theater Children's Show School Matinee, November 30th - December 2nd; Wednesday, 8:45AM - Noon; Thursday & Friday 8:45 AM - 2:30 PM; Closure Location: Gaines Street from Locust to Lombard, Ward 7

Churches United of the Quad Cities, Canadian Pacific "Holiday Train", December 3rd, 10:30 AM - 2:30 PM; Closure Location: Florian Keen Parking Lot, Ward 3

Recommendation:
Pass the resolution.

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
▣ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	10/24/2016 - 4:01 PM

RESOLUTION NO. 2016-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: St. Ambrose University, Galvin Fine Arts Center

Event: SAU Theater Children's Show School Matinee

Date: November 30th through December 2nd

Time: Wednesday, 8:45 AM – Noon; Thursday & Friday 8:45 AM – 2:30 PM

Closure Location: Gaines Street from Locust to Lombard Street

Ward: 7

Entity: Churches United of the Quad Cities

Event: Canadian Pacific "Holiday Train"

Date: Saturday, December 3rd

Time: 10:30 AM – 2:30 PM

Closure Location: Florian Keen Parking Lot

Ward: 3

Approved this 9th day of November, 2016.



Frank Klipsch, Mayor

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Sherry Eastman 326-7795
Wards: Various

Action / Date
11/2/2016

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Hotel Blackhawk (Innkeeper Hospitality Services, LLC) - 200 E 3rd St. - Outdoor Area - License Type: B Liquor

Ward 4

Cozy Mart, Inc. (Cozy Mart, Inc.) - 2920 W Locust St. - License Type: E Liquor

Firehouse Bar & Grill (Firehouse Bar & Grill, Inc.) - 2006 Hickory Grove Rd. - Outdoor Area - License Type: C Liquor

Stoeger's Bar & Grill (Stoeger's, Inc.) - 1520 Washington St. - License Type: C Liquor

Ward 6

Buffalo Wild Wings (Blazin Wings, Inc.) - 4860 Utica Ridge Rd. - Outdoor Area - License Type: C Liquor

Wise Guys Pizza & More (Wise Guys Pizza & More Inc.) - 2408 E 53rd St. - License Type: Beer / Wine

Ward 7

Columbus Club (Columbus Club of Davenport) - 1111 W 35th St. - License Type: C Liquor

Ganzo's (Ganzo's LTD.) - 3923 N Marquette St. - Outdoor Area - License Type: C Liquor

Tantra Asian Bistro (Zhangs Trading Inc.) - 589 E 53rd St. - Outdoor Area - License Type: C Liquor

Recommendation:
Consider the license applications.

Relationship to Goals:
Support local businesses.

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

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 1:57 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 1:57 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:44 PM

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Mike McGee; (563)326-7745
Wards: All

Action / Date
11/2/2016

Subject:

First Consideration: Ordinance amending Chapter 15.12 by adopting the 2015 International Building Code and the 2015 International Residential Code as published by the International Code Council. [All Wards]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Welcome Investment

Background:

This ordinance will amend Chapter 15.12 of the 2000 Davenport Municipal Code by the adoption of the 2015 International Building Code and the 2015 International Residential Code as published by the International Code Council.

Reference to the 2015 Codes will allow the City of Davenport to participate in uniform and a consistent code reference throughout the metropolitan Quad City area among local city and county jurisdictions. Input from citizens and contractor associations and individuals has been sought and included in the revisions.

Adoption of the 2015 Codes is recommended and supported by the Association of General Contractors and the Quad Cities Homebuilders.

ATTACHMENTS:

Type	Description
▣ Ordinance	PW_ORD

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 10:58 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:09 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:27 AM

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL CHAPTER 15.12 OF THE 2000 MUNICIPAL CODE OF DAVENPORT, IOWA, ENTITLED "BUILDING CODE" AND ENACT AS A REPLACEMENT A NEW CHAPTER 15.12 ENTITLED "INTERNATIONAL BUILDING CODE AND INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO- FAMILY DWELLINGS".

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

Section 1. That Chapter 15.12 of the Municipal Code of Davenport, Iowa, be and the same is hereby repealed and deleted in its entirety and replaced by a new Chapter 15.12 as follows:

CHAPTER 15.12

International Building Code

And International Residential Code For One-And Two-Family Dwellings

Construction Rules And Regulations For The City Of Davenport

15.12.010 Adoption by reference

The specifications and regulations which are mentioned by title and date below are hereby adopted and declared to be a part of this title when not in conflict with a specific statement contained herein.

15.12.020 The International Building Code

The International Building Code, 2015 edition as published by the International Code Council is hereby adopted by reference as the building code for the City of Davenport.

15.12.030 The International Residential Code

The International Residential Code 2015 edition as published by the International Code Council is hereby adopted by reference as the residential building code for the City of Davenport.

15.12.032 The International Existing Building Code

The International Existing Building Code 2015 edition as published by the International Code Council and as adopted and amended by the State of Iowa IAC 661-301.7(103A) is hereby adopted by as the existing building code for the City of Davenport.

15.12.034 *RESERVED*

15.12.036 Scope and application

The provisions of the International Residential Code for One- and Two- Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, use and occupancy of detached one- and two- family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.

The Provisions of the International Building Code and The International Existing Building Code shall apply to all other buildings and structures except as otherwise exempted in this code and as otherwise provided for above under the International Residential Code for One- and Two- Family Dwellings

15.12.040 Additions, deletions and amendments to the International Building Code

- A.** Chapters 1, 12, 13, 27, 28, 29, 30, 32, and 33 of the International Building Code, 2015 edition are deleted in their entirety and replaced by the codes and rules referenced by this Chapter and the Administrative Code contained in this Title as Chapter 15.08 and the Iowa Administrative Code.
- B.** Appendix chapters C, I, of the International Building Code, 2015 edition are hereby adopted as part of this Chapter all other appendix chapters are deleted.
- C.** Delete all references to the International Plumbing Code and insert in lieu thereof "State Plumbing Code"
- D.** Delete all references to the International Mechanical Code and insert in lieu thereof "State Mechanical Code"
- E.** Delete all references to the International Fire Code and insert in lieu thereof "Fire Code as adopted by the City of Davenport".
- F.** Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641—25.3(105) Fuel gas piping. Fuel gas piping shall comply with the State Plumbing Code.

NOTE:

1. All permits and regulations for the construction, encroachment and installation or maintenance within the public right-of-way and upon dedicated storm, sewer and access easements and the installation of public sidewalks, curb cuts, and drives are administered by the Department of Construction and Engineering.
2. See the Sign Ordinance of the City of Davenport for limitations on the encroachment of signs onto public property.
3. See Chapter 17.24 of the Davenport Municipal Code for development for construction within a flood plain district.
4. See Iowa Administrative Code 641 Chapter 25 for the regulation of plumbing, potable water supply, drain, waste and venting and hydronic systems servicing buildings.
5. See Iowa Administrative Code 641 Chapter 61 for the regulation of heating, air conditioning and mechanical systems for environmental conditions and process within buildings.

6. See Iowa Administrative Code 661 Chapter 504 and Chapter 15.16 of the Davenport Municipal Code for standards for electrical work.

15.12.042 Chapter 18 International Building Code Modified

A. Add a new paragraph to Section 1807.3 as follows:

All buildings or portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.

15.12.44 Reserved

15.12.46 Chapter 33 International Building Code Modified

A. Delete Chapter 33 of the 2015 International Building Code in its entirety and replace as follows:

CHAPTER 33 - DEMOLITION PROCEDURES

3314.1 Completion. All demolition work shall be completed within thirty (30) days from the commencing date of demolition. An extension of time may be granted by the building official.

3314.2 Site Work. A Construction Site Erosion and Sediment Control (COSESCO) Demolition permit application must be obtained from the Natural Resources Division of Public Works and submitted for review. The fee for a COSESCO demolition permit is \$75 per lot and is valid for one year: By obtaining a COSESCO Demolition permit the contractor agrees to meet the terms and specifications outlined in Section 13.38 of Davenport Municipal Code. And this section as follows:

3314.2.1 Site clearing. The demolition site shall be cleared of all debris associated with the structures being removed. All mechanical groundwork shall be removed from the site of demolition. Foundation walls may be used as solid fill and in all cases shall be removed or collapsed so as to allow burial below grade. Basement and on grade concrete slabs shall be removed or substantially pulverized to allow adequate drainage.

3314.2.2 Backfill and site finish. Demolition work shall include site work as necessary to fill all excavations and to create a smooth and even finish grade capable of supporting vegetation. Materials and specifications for filling and final site work are as follows: Only material that will not decompose in the ground

shall be used for filling all excavations to within one (1) foot of the top of the surrounding grade. The top one (1) foot of fill material shall be tillable soil, of which the formed aggregate does not exceed 1-1/2 inches. An earthen crown shall be provided at the center of the demolition site to allow for proper site drainage. Final site work shall include the spreading of a grass seed blend suitable for the site and able to provide adequate ground cover and protection from erosion of soil.

3314.2.3 Excavations. The top and bottom of cut slopes shall be made no closer than two feet to the site boundaries. All excavated sites with a difference in elevation from the adjoining grade level of thirty inches or more shall be filled and graded to a maximum slope of two horizontal to one vertical. Sloped sites exceeding 12' vertical height shall be graded to a maximum slope of three horizontal to one vertical or shall be held in place by permanent retaining walls equipped with guardrails. The Building Official may require engineered designs for any retaining system.

3314.2.4 Utility abandonment. The demolition shall not commence and no permit shall be granted prior to the abandonment of the gas and electric and water service by the serving utility and abandonment of the sewer service at the street, alley, or other location as approved by the Department of Construction and Engineering. Care must be exercised not to cut off any sewer or water service that may serve another building or installation. A permit secured from the Construction and Engineering Department will be required for the excavation in a public way. The Building Official may waive this requirement.

B. Add a new section to Chapter 33 as follows:

SECTION 3315 - MOVING OF BUILDINGS

3315.1 Permit authorization. No permit for foundation work, excavation, or site development shall be granted by the building official for the relocation of a moved building and no permit for moving of any structure shall be granted without the written approval of the Director of the Transportation Department. Such written approval shall designate the approved route, designate the time and duration of the move along public streets and any other restrictions deemed necessary by the Director of Transportation. Such approvals shall be subject to review by any public utility having property along the proposed route. The Director of Transportation shall also notify the fire chief and police chief of the intended route and shall continue such notification for the duration of the moving, indicating any change in the route and any pause in the moving procedure.

3315.2 Use of public right-of-way. No building or structure shall be allowed to remain over night upon any street or public right-of-way, nor shall any such moving restrict, at any time, access to any fire hydrant or necessary emergency equipment.

3315.3 Notification. Every person receiving a permit to move a building shall, within one day after the building reaches its destination, report that fact to the Director of Transportation. The Director of Transportation shall thereupon inspect the streets, alleys or public ground over which the house or building has been moved and shall ascertain the condition of same. If the moving has caused any damage to said public right-of-way repairs shall be made and all costs shall be assessed against the party having been granted the permit for the moving of the building or structure.

15.12.050 Additions, deletions and amendments to the International Residential Code

- A.** Chapter 1 of the International Residential Code 2015 edition is deleted and replaced by the codes and rules referenced by this Chapter and the Administrative Code contained in this Title as Chapter 15.08 and the Iowa Administrative Code.
- B.** Part IV, Part V, Part VI, (fuel gas code) Part VII, Part VIII, of the 2015 International Residential are deleted in their entirety and replaced by applicable Chapters of this Title.
- C.** Appendix Chapter H, of the 2015 International Residential Code is hereby adopted as part of this Chapter all other appendix chapters are deleted.
- D.** Delete all references to the International Plumbing Code and insert in lieu thereof "State Plumbing Code"
- E.** Delete all references to the International Mechanical Code and insert in lieu thereof "State Mechanical Code"
- F.** Delete all references to the International Fire Code and insert in lieu thereof "Fire Code as adopted by the City of Davenport"
- G.** Delete all references to National Fuel Gas Code and insert in lieu thereof "Fuel Gas Piping requirements of Iowa Administrative Code 641—25.3(105) Fuel gas piping. Fuel gas piping shall comply with the State Plumbing Code.

15.12.052 Chapter 3 International Residential Code modified

A. Table R301.2(1) is amended by adding the following information:

Table R301.2(1) Climatic and Geographic Criteria

Ground Snow Load	Wind Design				Seismic Design Category ^f	Subject to Damage From		
	Speed ^d (mph)	Topographic Effects ^k	Special Wind Region ⁱ	Wind- borne Debris Zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c
p _s = 30 psf, except that calculations for additional drift loads shall use a ground snow load p _g = 25 psf	115	YES	YES	NO	A	SEVERE	42"	Moderate to Heavy

Winter Design Temp ^e	Ice Barrier Underlayme nt Required ^h	Flood Hazards ^g	Air Freezing Index ⁱ	Mean Annual Temp ^j
-4° F	YES	Initial NFIP 04/14/1978 FIRM #170582 04/05/2010	2000	50.5° F

B. Delete Paragraph R302.13 in its entirety.

C. Delete Paragraph R310.1 and insert in lieu thereof the following new section:

R310.1 "Emergency Escape and Rescue Required". Basements, habitable attics and every sleeping room shall have at least one operable emergency rescue opening. Such opening shall open directly into a public street, public alley, yard or court. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement when so provided. Where

emergency escape and rescue openings are provided, they shall have a sill height of not more than 44 inches (1118 mm) above an adjacent permanent interior standing surface. The adjacent permanent interior standing surface shall be no less than 36 inches wide and 18 inches deep and no more than 24 inches high. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with section R310.3. The net clear opening dimension required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with section R310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

EXCEPTION: Basements used only to house mechanical equipment and not exceeding total floor areas of 200 square feet

- D.** Delete Paragraph R313.1 "Townhouse automatic fire sprinkler systems.
- E.** Delete Paragraph R313.2 "One and two family dwellings automatic fire systems" in its entirety.
- F.** Delete Section R322 "Flood Resistant Construction" in its entirety.

Note: Chapter 17.24 of the Davenport Municipal Code for development or construction within a flood plain district.

- G.** Delete Section R323 in its entirety. (FEMA regulations apply for storm shelter)
- H.** Delete Section R326 in its entirety and insert in lieu thereof the following new section:

R326 "Swimming Pools, Spas and Hot Tubs". The design and construction of pools and spas shall comply with the International Swimming Pool and Spa Code Chapter 305 entitled "Barrier Requirements".

- H.1** Section 305.4 Modified. Delete all reference to windows.

15.12.054 Chapter 4 International Residential Code modified

- A. Delete table R403.1(1) table 403.1(2) and table 403.1(3), and replace with the following table R403.1

TABLE R403.1

CONCRETE, PRECAST OR MASONRY FOOTINGS AND FOUNDATION				
Number of Floors Supported by the Foundation	Thickness of Foundation Walls (inches)	Minimum Width Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground or Finish Grade (whichever is lower) (inches)
1	8	16	8	42
2	8	16	8	42
3	10	18	12	42

Note:

1. Foundations may support a roof in addition to the stipulated number of floors. Foundations supporting roofs only shall be as required for supporting one floor.
2. Footings shall be continuous and contain a minimum of two, ½" inch reinforcement bars, and shall have a minimum compressive strength of 2,500 pounds per square inch at 28 days.
3. A one story wood frame building used for private garage, and accessory to a single family residential use and not exceeding 720 square feet in floor area may be constructed on a floating slab-on-grade provided the following conditions are met: A concrete perimeter grade-beam, twelve inches deep and twelve inches wide and reinforced with two, ½ inch reinforcement bars shall be installed to support the exterior walls. A minimum four-inch thick concrete floor slab reinforced with wire mesh or fiber mesh shall be installed within the perimeter beam and shall be formed to allow a continuous pour consisting of the required grade beam and floor.
4. Buildings or portions of buildings containing mechanical installations and connected to underground utilities shall be supported on a continuous, frost-free foundation capable of resisting the movement of the slab-on-grade.
5. Cast-in-place concrete foundation walls shall be concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch. The minimum thickness of a wall shall be 7 1/2 inches.

Walls shall be reinforced with no less than three, one half-inch diameter deformed ASTM A615 grade 40 steel bars placed horizontally at the center of the wall, with one bar located near the top, one bar located near the bottom, and one bar located near mid-height of the wall.

- B.** Delete Paragraph R403.1 "General" in its entirety and replace in lieu thereof the following:

All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings which shall be of sufficient design to accommodate all loads according to Section R301 of the 2015 International Residential Code. Footings shall be supported on undisturbed natural soil or engineered fill.

- C.** Amend Section R403 by adding the following paragraph(s):

R403.1.1(2) Deck Footings. Deck footings NOT supporting a roof or over head structure may be a minimum 12 inches in diameter and 42 inches below finished grade.

R403.1.1(3) Covered Deck and Room Addition Footings. All covered decks, screened porches; three season rooms, four season rooms, room additions, and similar structures, shall be supported on foundations compliant with Table R403.1 or conforming to one of the following methods:

1. Pier footings designed by a design professional.
2. 12 inch wide reinforced trench footing 42 inches in depth.
3. Spread footings 42 inches in depth with a minimum 8 inch masonry wall or concrete foundation wall as per Figure 404.1.3.1 (A)

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 _____,

Third Consideration _____,

Frank Klipsch
Mayor

Attest: _____
Jackie E. Holecek, MMC, ICMFO
Deputy City Clerk

Published in the Quad-City Times on _____.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Mike McGee; (563)326-7745
Wards: All

Action / Date
11/2/2016

Subject:

First Consideration: Ordinance amending Chapter 15.24 by adopting the 2015 International Mechanical Code as published by the International Code Council and as adopted by the State of Iowa. [All Wards]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Welcome Investment

Background:

This ordinance will amend Chapter 15.24 of the 2000 Davenport Municipal Code by the adoption of the International Mechanical Code as published by the International Code Council and Adopted by the State of Iowa.

The adoption and use of this Code and the associated amendments by the State of Iowa Administrative Code 641 are mandated by State Code Chapter 105.

Reference to the 2015 Codes will allow the City of Davenport to participate in uniform and a consistent code reference throughout the metropolitan Quad City area among local city and county jurisdictions.

Adoption of the 2015 Codes is recommended and supported by the Association of General Contractors and the Quad Cities Homebuilders.

ATTACHMENTS:

Type	Description
▣ Ordinance	PW_ORD

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 10:58 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 10:58 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:28 AM

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL CHAPTER 15.24 OF THE 2000 MUNICIPAL CODE OF DAVENPORT, IOWA, ENTITLED "IAPMO Uniform Mechanical Code" AND ENACT AS A REPLACEMENT A NEW CHAPTER 15.24 ENTITLED "Mechanical Code".

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

Section 1. That Chapter 15.24 of the 2000 Municipal Code of Davenport, Iowa, be and the same is hereby repealed and deleted in its entirety and replaced by a new chapter 15.24 as follows:

CHAPTER 15.24

Mechanical Code

Construction Rules And Regulations For

The City of Davenport

Sections:

15.24.010 Mechanical Code.

15.24.010 The Mechanical Code

The State Mechanical Code as adopted and amended by the State of Iowa Administrative Code 641 Chapter 61 is hereby adopted by reference as the mechanical code for the City of Davenport, Iowa, subject to the amendments and adoptions by the State of Iowa Department of Public Safety.

15.28.020 Administrative Application

- A. The administration, scope, application, permit regulation, permit fees, inspection and enforcement of the mechanical code for the City of Davenport shall be as set forth in Chapter 15.08 of the 2000 Davenport Municipal Code for Administrative Regulations.

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 _____,
Third Consideration _____,

Frank Klipsch
Mayor

Attest: _____
Jackie E. Holecek, MMC, ICMFO
Deputy City Clerk

Published in the Quad-City Times on _____.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Mike McGee; (563)326-7745
Wards: All

Action / Date
11/2/2016

Subject:
First Consideration: Ordinance amending chapter 15.28 by adopting the 2015 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials and as adopted by the State of Iowa Plumbing Code. [All Wards]

Recommendation:
Adopt the ordinance.

Relationship to Goals:
Welcome Investment

Background:
This ordinance will amend Chapter 15.28 of the 2000 Davenport Municipal Code by the adoption of the Plumbing Code as adopted by the State of Iowa. Use of this code and the associated amendments by the State of Iowa Administrative Code 641 are Mandated by State Code Chapter 105.

Reference to the 2015 Codes will allow the City of Davenport to participate in uniform and a consistent code reference throughout the metropolitan Quad City area among local city and county jurisdictions.

Adoption of the 2015 Codes is recommended and supported by the Association of General Contractors and the Quad Cities Homebuilders.

ATTACHMENTS:

Type	Description
▣ Ordinance	PW_ORD

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 10:57 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 10:57 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:14 AM

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL CHAPTER 15.28 OF THE 2000 MUNICIPAL CODE OF DAVENPORT, IOWA, ENTITLED “IAPMO Uniform Plumbing Code” AND ENACT AS A REPLACEMENT A NEW CHAPTER 15.28 ENTITLED “Plumbing Code”.

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

Section 1. That Chapter 15.28 of the 2000 Municipal Code of Davenport, Iowa, be and the same is hereby repealed and deleted in its entirety and replaced by a new chapter 15.28 as follows:

CHAPTER 15.28

Plumbing Code

Sections:

15.28.010 Plumbing Code.

15.28.020 Administrative Application

15.28.010 Plumbing Code

The Plumbing Code as adopted and amended by the State of Iowa Administrative Code 641 Chapter 25 is hereby adopted by reference as the plumbing code for the City of Davenport, Iowa, subject to the amendments and adoptions by the State of Iowa Department of Public Safety.

15.28.020 Administrative Application

- A. The administration, scope, application, permit regulation, permit fees, inspection and enforcement of the plumbing code for the City of Davenport shall be as set forth in Chapter 15.08 of the 2000 Davenport Municipal Code for Administrative Regulations.

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 _____,

Third Consideration _____,

Frank Klipsch
Mayor

Attest: _____
Jackie E. Holecek, MMC, ICMFO
Deputy City Clerk

Published in the Quad-City Times on _____.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Mike McGee; (563)326-7745
Wards: All

Action / Date
11/2/2016

Subject:

First Consideration: An ordinance to repeal Chapter 15.30 of the 2000 Municipal Code of Davenport, Iowa, entitled "Contractor Licenses - Bond - Insurance Required" and enact as a replacement a new chapter 15.30 entitled "Contractor License - Bond - Insurance Required".
[All Wards]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Welcome Investment.

Background:

This ordinance will amend Chapter 15.30 of the 2000 Davenport Municipal Code. Specific changes to the code include revisions to the language for contractor licensing compliance with the new State Code Chapter 105 mandated to jurisdictional subdivisions and State Licensing of Mechanical, Electrical and Plumbing Contractors.

ATTACHMENTS:

Type	Description
▣ Ordinance	PW_ORD

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 10:57 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 10:57 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:27 AM

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL CHAPTER 15.30 OF THE 2000 MUNICIPAL CODE OF DAVENPORT, IOWA, ENTITLED “Contractor License Bond Insurance Required” AND ENACT AS A REPLACEMENT A NEW CHAPTER 15.30 ENTITLED “Contractor License Bond Insurance Required”.

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

Section 1. That Chapter 15.30 of the 2000 Municipal Code of Davenport, Iowa, be and the same is hereby repealed and deleted in its entirety and replaced by a new chapter 15.30 as follows:

CHAPTER 15.30
Contractor License Bond Insurance Required

Sections:

Subchapter I

- 15.30.010 Licensing generally.
- 15.30.020 Building Contractor licensing and regulation.
- 15.30.030 Plumbing licensing and regulation.
- 15.30.040 Electrical licensing and regulation.
- 15.30.050 Mechanical licensing and regulation.
- 15.30.060 (reserved)

Subchapter II

- 15.30.070 Application for licenses.
- 15.30.080 Examination for license.
- 15.30.090 (reserved)
- 15.30.100 (reserved)
- 15.30.110 Examination waived.
- 15.30.120 Issuance of license, fees and renewals.
- 15.30.130 License revocation or suspension.
- 15.30.140 Revocation and suspension procedures.
- 15.30.150 Summary suspension.

Subchapter III

- 15.30.170 Bond and Insurance required.
- 15.30.180 Liability Insurance required.

Subchapter I

LICENSING GENERALLY

15.30.010 Licensing generally.

- A. No person, firm, partnership or corporation shall engage in construction contracting without having a current valid license or certificate issued in accordance with this chapter. The term construction contracting shall mean being engaged in the performance or supervision of work regulated by provisions of any of the technical codes as defined in Chapter 15.08 of the Davenport Municipal Code and shall include persons contracting to perform such work in the conduct of a business.

EXCEPTION: No license is required for the owner of an existing single family dwelling who occupies the dwelling as his own residence. Owner occupants may perform repair or remodel or new construction work regulated by any of the above named codes on said dwelling together with any existing accessory buildings not used for commercial purposes only if:

1. The owner has secured a valid permit prior to commencement of the repair work;
 2. The owner calls for all of the required inspections normally required as a part of performing such work;
 3. The owner has not applied for a dwelling improvement license at more than two dwellings within a period of four years nor is engaged in the business of remodeling dwellings other than his own dwelling.
 4. The owner can demonstrate adequate knowledge and ability in the area of work for which applied.
- B. No person, firm, partnership or corporation shall engage in sign contracting without having a current valid license issued in accordance with this chapter. The term sign contracting shall mean being engaged in the performance or supervision of work regulated by the provisions of Chapter 17.45 of the Davenport Municipal Code, Sign Ordinance.
- C. Restriction on transfer. No license may be loaned, rented, assigned or transferred. No holder of a valid license shall obtain a permit under his license and then subcontract, sell or otherwise assign the work covered by the permit to a person or firm who does not have a valid license.

15.30.020 Building Contractor licensing and regulation thereof.

- A. Building contractor licensing.

1. No person, firm or corporation shall engage in building contracting in the city without having a valid building contractor's license.
2. The term "building contracting" shall be defined as being engaged in the performance or supervision of work regulated by provisions of the building code and shall include the business of contracting such work for hire.

3. A corporation desiring to engage in building contracting shall, by affidavit of the president or secretary of the corporation, appoint one or more of the corporate officers to act for the corporation, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such officer(s) or director(s) shall be actively engaged in conducting the affairs of the corporation and shall be directly in charge of the planning and supervision of any and all construction work done by that corporation. Such corporation may continue in the business of building contracting only so long as it has at least one officer or director so licensed and engaged. In case of sudden or unexpected severance from employment by the corporation of the licensee, the corporation may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another director or officer to act as above.
4. A partnership desiring to engage in building contracting shall, by affidavit of all the partners, appoint one or more partners to act for the partnership, to apply for, be examined, and be licensed as an individual under the terms of this chapter. Such partner(s) shall be actively engaged in conducting the affairs of the partnership and shall be directly in charge of the planning and supervision of any and all work done by that partnership. Such partnership may continue in the business of contracting only so long as it has at least one active partner so licensed and engaged. In case of sudden or unexpected severance from the partnership of the licensee, the partnership may continue to operate for thirty days, and within the thirty days shall accomplish appointment, examining and licensing of another partner to act as above.
5. An individual desiring to engage in building contracting shall apply for, be examined, and be licensed as an individual under the terms of this chapter. Such person shall be actively engaged in conducting the affairs of the business and shall be directly in charge of the planning and supervision over any and all work done as a part of that business. If at any time he sells his interest in the business, or ceases to be active in the business, that business may continue no more than thirty days as a contractor, unless another individual who obtains an interest in and is active in that business obtains an individual license as required herein.
 - a. A commercial building contractor shall obtain a Class A license. A commercial building contractor is a contractor engaged in the performance or supervision of work regulated by the building code. Such work is not exclusively limited to work described in this subsection or exclusively limited to a line of work contemplated in subsection B or C hereunder and may include the moving or demolition of buildings.
 - b. A residential building contractor shall obtain a Class B license. A “residential building contractor” is a contractor limited to the construction, remodeling or demolition of one- or two-family residences or of auxiliary facilities including car ports and garages intended for one-family or two-family residential uses.
 - c. A specialty contractor shall obtain a Class C license. A “specialty contractor” is a contractor performing work regulated by the building code whose scope of work is limited to a specialty but does not include construction or installation of a building or addition thereto. Such work shall include the performance or

installation of the following items: metal awnings and canopies, decks, concrete, roofing, signs, siding, steel erection and fabricating, swim pools, sprinkler systems, tuck pointing, water proofing.

EXCEPTION: 1. No Building Contractor License is required for a person having legal title and ownership for a building or structure. Owners may perform general contracting work on such properties. The scope of work allowed under this exception shall be limited to work pertaining to new construction, remodeling or renovation. This exception shall not apply to work pertaining mechanical, electrical or plumbing installations nor shall this exception pertain to the licensing requirements for mechanical, plumbing and electrical contractors.

15.30.030 Plumbing licensing and regulation thereof.

A. Plumbing Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing & Mechanical Systems Board, no person, firm or corporation shall engage in plumbing contracting or the installation of plumbing systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 105.

Exception: 1. A plumbing contractor's license shall not be required for sewer construction work where such sewers are public sewers on public property, or, as in the case of subdivision development work, where such sewers are intended for future acceptance by the city as public sewers on public property. All such work is directly under the jurisdiction of the department of public construction and engineering.

15.30.040 State Of Iowa Electrical licensing and regulation thereof

A State of Iowa Electrical Contractor License required

1. Upon the effective date of enforcement determined by the State of Iowa Electrical Examining Board, no person, firm or corporation shall engage in electrical contracting or the installation of electrical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code Chapter 103 or the City Of Davenport..
2. Class "B" Master Electrician and Class "B" Journeyman Electrician licenses shall not be recognized as valid to perform work as Master Electricians or Journeyman Electricians, respectively, within the City of Davenport.
3. Class "B" license holders would have rights and privileges equal to those of a licensed "Unclassified" person.
4. Persons holding a Special Electrician license with a "Residential Electrician" endorsement shall be supervised by a Class "A" Master Electrician per 2007 Iowa Acts, Chapter 197, Section 21; or an electrical contractor licensed by the City of Davenport.

15.30.050 Mechanical licensing and regulation thereof.

A. Mechanical Contractor's License.

1. Upon the effective date of enforcement determined by the State of Iowa Plumbing & Mechanical Systems Board, no person, firm or corporation shall engage in mechanical contracting or the installation of mechanical systems within the City of Davenport without the appropriate licensing as issued by the State of Iowa under Iowa Code 105.

15.30.060 RESERVED.

Subchapter II

APPLICATION FOR LICENSE

15.30.070 Application for licenses.

- A. Any person who desires to be licensed as a building contractor as defined in this chapter shall make application to the Building Official. The Building Official shall provide application forms for this purpose. The completed forms shall include the name of the applicant and the applicant's employer, if any, applicant's home and business addresses, employer's address and a brief resume of his training and experience. The completed forms must be accompanied by any affidavits and documentation required by other provisions of this chapter.

15.30.080 Examination for license

- A. Any person who desires to be licensed as a building contractor shall be tested by examination. The Building Official may appoint a person or agency to administer the preparation, conducting and grading of examinations. Examinations shall be of such a nature as to uniformly test the capabilities of all applicants for each specific type of license. The applicant shall score a passing test result of seventy percent (70%) in order to secure a license. All associated fees for examination services, grading and administration shall be paid at the time of application by the individual desiring to be tested.

15.30.090

-----RESERVED-----

15.30.100

-----RESERVED-----

15.30.110 Examination waived

Any building contractor having been tested elsewhere by an examination of equal standards or who produces proper credentials showing accreditation or avadavat of training and experience may upon review by the building official, be excused from the examination required by this Chapter.

15.30.120 Issuance of license, fees and renewals.

- A. No license shall be issued to a firm, partnership or corporation.
- B. No license shall be issued, and no contractor's license shall remain valid unless a current, approved bond shall be on file in the office of the Building Official as provided in the code.
- C. Licenses and renewals shall be issued by the Building Official. All fees shall be paid to the City. Initial licenses shall be issued on approval by the Secretary of the licensing board or the Building Official. Renewal licenses shall be issued on presentation of a renewal application, a receipt for renewal fee and approval by the Building Official that the applicant is in full compliance with all applicable provisions of the Davenport Municipal Code and all lawful orders of compliance and notices or citations issued by the City of Davenport.
- D. All licenses shall expire on March 31st of each year. Renewals may be secured in the thirty days preceding the expiration date. Expired licenses may be renewed at any time within the license year upon payment of the required fee and penalty, if any. After one license year has elapsed without license renewal, a new application must be submitted with examination fee, and the applicant must be reexamined. The term "license year" means the twelve month period, commencing April 1st of any year.
- E. Application, license and registration fees shall be charged according to the following schedule:

TABLE E.1

Annual Fee

Building Contractor licenses:

Commercial Building Contractor	
Class "A"	\$300.00
Residential Building Contractor	
Class "B"	\$200.00
Specialty Contractor	
Class "C"	\$100.00

- F. In all cases where licenses and registrations are not renewed on or before April 30th of each year and the licensee has performed work regulated by this chapter, a penalty of one-half the annual fee may be added to the annual fee.

15.30.130 License revocation or suspension.

In addition to penalties otherwise provided, violations of Title 15 of the City of Davenport Municipal Code shall authorize the Building Official, to order, in accordance with the provisions of Section 15.30.140, revocation or suspension of any license issued under this chapter.

15.30.140 Revocation and suspension procedures.

Under certain conditions or by actions of the license holder for failure to comply with the requirements of Title 15 of the Davenport Municipal Code any contractor license issued in and for the City of Davenport may be revoked by order of the building official. No order of license revocation or suspension shall be lawful unless the following requirements have been satisfied:

- A. The licensee shall be served with written notice issued by the building official containing assertions of fact or conduct which warrant the intended action and reference the provisions of law violated and causing the revocation order and the effective date of the revocation of license.
- B. The licensee has the right of appeal of license revocation to the City Council.

Subchapter III

BOND AND INSURANCE REQUIRED

15.30.170 Bond Required.

- A. Contractor Bonds. Contractor Bonds. Any person, firm or corporation desiring to engage in the business of contracting, of the several types as set forth in Table III-A of this subchapter, conditioned on the faithful performance of all the provisions of the Administrative Code, shall post a bond which is guaranteed by a surety. The term 'business of contracting' as contained in this section shall mean being engaged in the business of doing work regulated by provisions of the technical codes and the Administrative Code. Such surety to be a company authorized to transact business in the state of Iowa.

TABLE III-A

Type of Contracting	Sum of Bond
General contracting	\$25,000.00
Mechanical contracting	\$5,000.00
Electrical contracting	\$5,000.00
Plumbing contracting	\$5,000.00
Refrigeration and/or air-conditioning contracting	\$5,000.00
Sign contracting	\$5,000.00
Excavation contracting	\$5,000.00
Moving buildings	\$25,000.00
Blasting	See Uniform Fire Code
Demolition and wrecking	\$25,000.00

15.30.180 Liability Insurance Required.

- A. Contractors Insurance. Any person, firm or corporation desiring to engage in the moving or demolition of buildings shall file with the building official a duplicate copy of a liability insurance policy covering such operations. Such policy shall provide bodily injury limits of three hundred thousand/five hundred thousand dollars and property damage limits of three hundred thousand dollars. The City of Davenport shall be named in the policy as additionally insured. Said policy shall be issued by a legally

authorized surety transacting business in the State of Iowa. Required property damage limits may be increased by the building official.

- B. Sign Liability Insurance. Liability insurance is required covering all billboards, wherever located and all signs on or over public property, and all signs over walkways, parking lots and all road ways on private commercial property where such areas are in use by the public. Liability insurance shall provide for the principal sum of not less than \$50,000.00 liability to any one person or \$300,000.00 liability on account of any one accident. Such policy shall be written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or owner of the sign fail to keep such insurance in force at any time, the permit for the maintenance of any such sign shall automatically terminate and such sign be forthwith removed by the owner or his agent.
- C. Marquee and other projections, Liability Insurance. Every person, firm or corporation desiring to erect or maintain a marquee shall first procure public liability insurance thereon in a company authorized to transact business in the State of Iowa, for the principal sum of not less than \$50,000.00 liability to any one person or \$300,000.00 liability on account of any one accident. Such policy shall be written in accordance with standard form now in general use. Said policy shall further carry an endorsement protecting the City of Davenport as its interest may appear as the result of any accident or injury for which it might become in any manner liable. Should such insurance be terminated for any reason or should the holder of the permit fail to keep such insurance in force at any time, the permit for the maintenance of any such canopy or marquee shall automatically terminate and such canopy or marquee shall be forthwith removed by the owner or his agent. If not removed by the owner or his agent, then the marquee may be removed by the building official and the expense thereof shall be recovered from said owner or owner's agent.

Exception: 1. Canvas type awnings shall be exempt from this insurance requirement.

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 _____,
Third Consideration _____.

Frank Klipsch
Mayor

Attest: _____
Jackie E. Holecek, MMC, ICMFO
Deputy City Clerk

Published in the Quad-City Times on _____.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Sandy Doran; (563) 326-7756
Wards: 7

Action / Date
11/2/2016

Subject:

Resolution approving the plans, specifications, form of contract and estimate of cost for the replacement of the 8" sanitary sewer main at West Kimberly Rd and Harrison St. CIP #30028 funded at \$270,000 in bonds abated by sewer funds. [Ward 7]

Recommendation:

Pass the resolution.

Relationship to Goals:

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

Background:

During televising operations for the 2015 sewer CIPP Lining program, this line was discovered to be structurally deficient and was missing the bottom of the pipe. Donohue & Associates prepared the plans and specifications for bidding this project.

Program management will be completed by the Sewer division with quality assurance inspections being completed by Engineering division staff. The project letting is proposed for late September, 2016. This project will be constructed and completed in Spring of 2017.

Funds for the replacement of the 8" sanitary sewer main at West Kimberly Rd. and Harrison St. are budgeted in CIP #30028 for a total of \$270,000.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	Plans
▣ Backup Material	Table of Contents Special Conditions
▣ Backup Material	Special Conditions

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/26/2016 - 1:52 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:11 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:29 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract and estimate of cost for the replacement of the 8" sanitary sewer main at West Kimberly Rd. and Harrison St. CIP #30028 funded at \$270,000 in bonds abated by sewer funds.

WHEREAS, on the 20th day of October, 2016, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. within the City of Davenport, Iowa; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

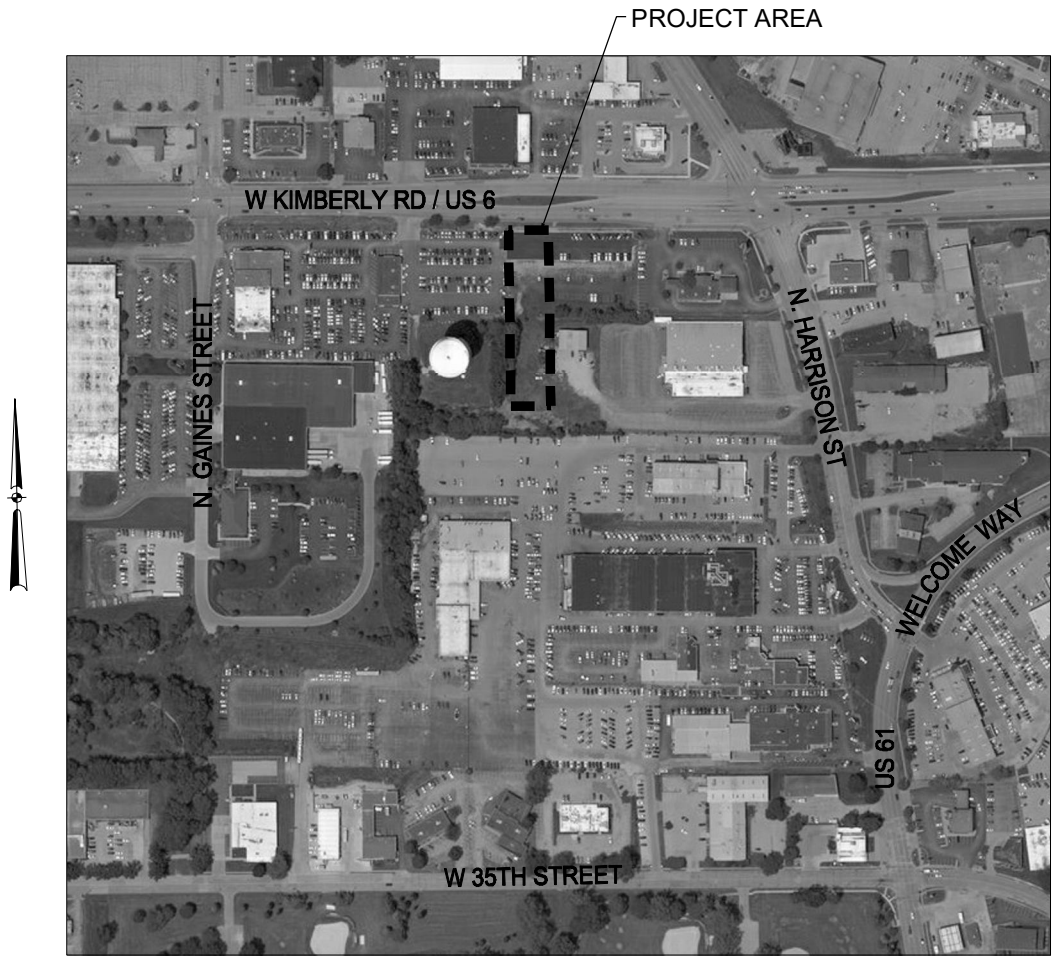
Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

CITY OF DAVENPORT

SANITARY SEWER REPLACEMENT SOUTH OF W. KIMBERLY ROAD FROM DN-33-23 TO DN-33-25

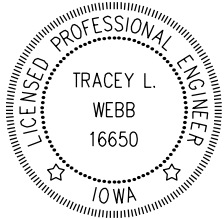
SEPTEMBER 30, 2016



SHEET NUMBER	DRAWING NUMBER	DRAWING DESCRIPTION
1		COVER SHEET
2	CP02	LEGEND AND GENERAL NOTES
3	CP03	SITE OVERVIEW
4	CP04	PLAN AND PROFILE: STA. 1+00 TO STA. 6+00
5	CP05	DETAILS

PROJECT LOCATION

PREPARED FOR
CITY OF DAVENPORT
226 W 4TH ST
DAVENPORT, IA 52801



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME
OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY
LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Tracey L. Webb 09/30/2016
TRACEY L. WEBB DATE

LICENSE NUMBER 16650.
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.
ALL PAGES COVERED BY THIS SEAL.

PREPARED BY



3311 WEEDEN CREEK RD
SHEBOYGAN, WI 53081
920-208-0296

THESE PLANS SHALL BE CONSTRUCTED IN ACCORDANCE WITH REQUIREMENTS OF THE LATEST EDITIONS OF THE STATE OF IOWA: "STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)" AND THE CITY OF DAVENPORT'S STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS CONTAINED IN THE PROJECT MANUAL.

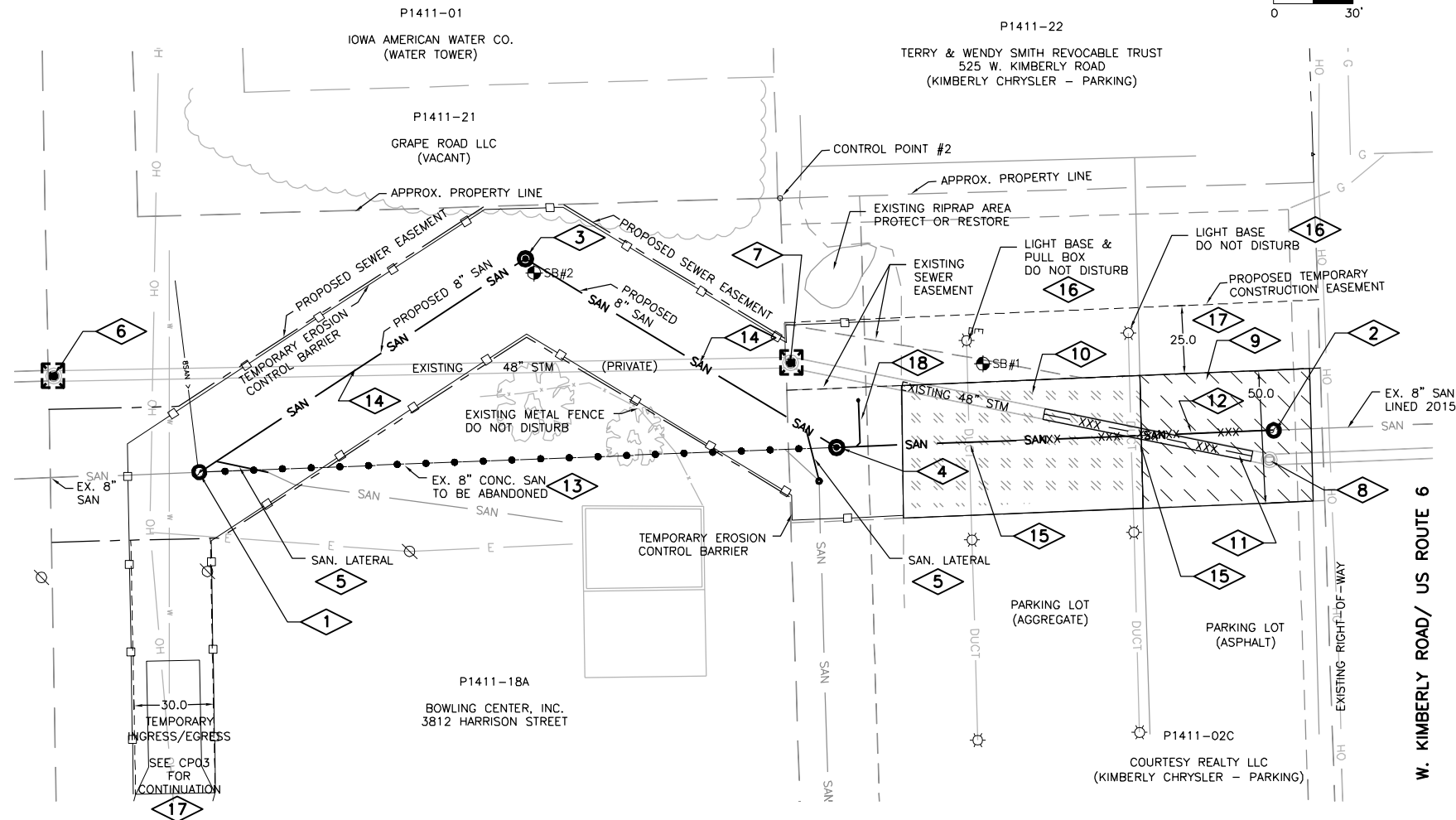
22. ALL DISTURBED AREAS SHALL BE RESTORED TO MATCH EXISTING GRADING AND MAINTAIN DRAINAGE FLOWS.

	———— T ————	EXISTING TELEPHONE LINE
	———— CATV ————	EXISTING CABLE TELEVISION
	———— OH ————	EXISTING OVERHEAD UTILITY LINE
	———— E ————	EXISTING UNDERGROUND ELECTRIC CONDUIT
ANCHOR	———— GAS ————	EXISTING GAS MAIN
(T)	— — — SAN — — —	EXISTING SANITARY SEWER
	———— SAN ————	PROPOSED SANITARY SEWER
	— — — STM — — —	EXISTING STORM SEWER
BENCHMARK DATUM	———— STM ————	PROPOSED STORM SEWER
BENCHMARK DATUM	———— W ————	EXISTING WATER MAIN OR SERVICE
,	———— FO ————	EXISTING FIBER—OPTIC TELEPHONE DUCT

NOTE: THIS IS A STANDARD LEGEND NOT
ALL OF THE INFORMATION SHOWN ON THIS
LEGEND IS NEEDED IN THESE CONTRACT
DRAWINGS.

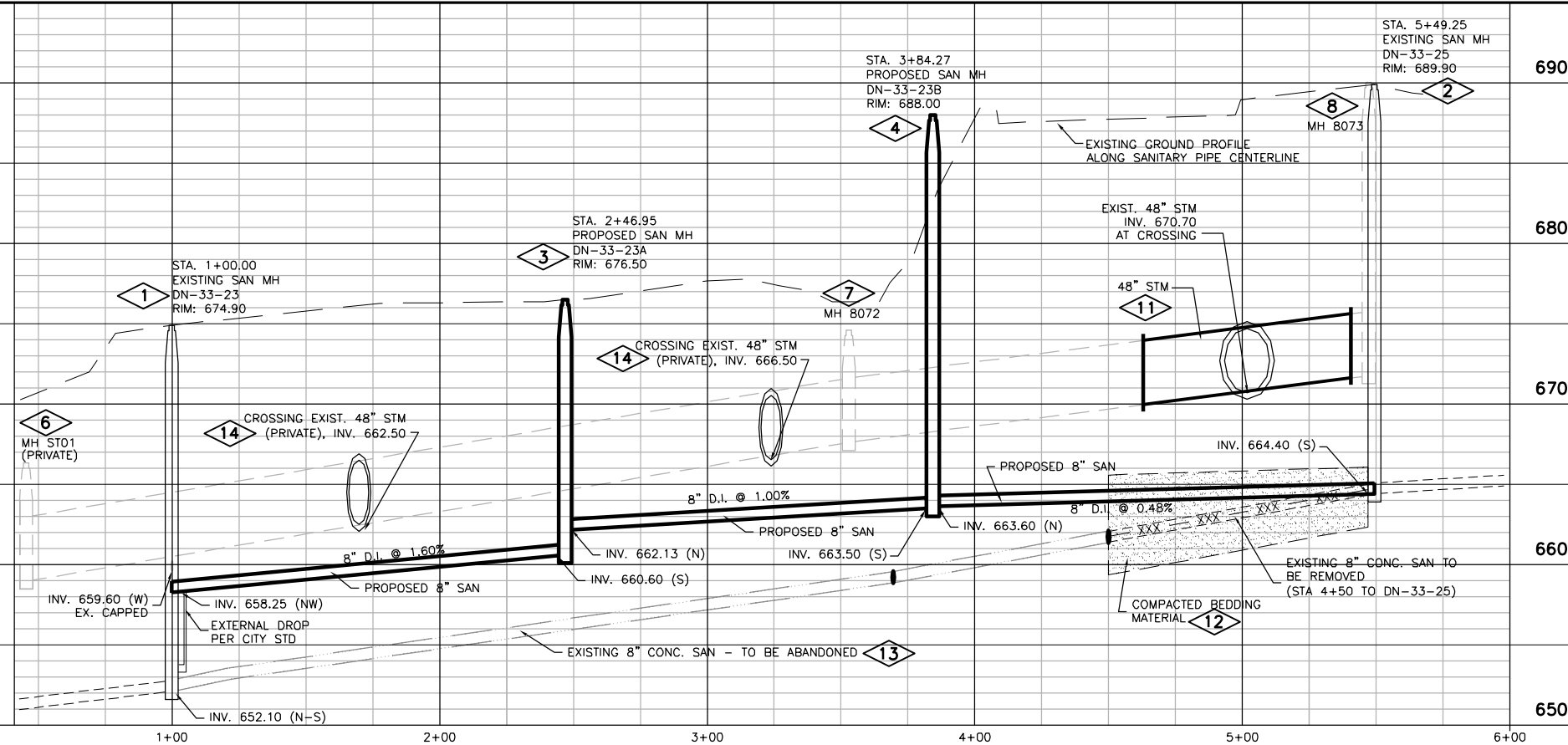
<u>GAS</u> MIDAMERICAN ENERGY COMPANY 2811 5TH AVENUE ROCK ISLAND, IL 61201 309-793-3704 CONTACT: MATT KOVACIC	<u>WATER</u> IOWA-AMERICAN WATER COMPANY 5201 GRAND AVENUE DAVENPORT, IA 52807 563-468-9222 CONTACT: JULIE DUBOIS
<u>ELECTRIC</u> MIDAMERICAN ENERGY COMPANY 106 E. 2ND STREET DAVENPORT, IA 52801 563-333-8706 CONTACT: NATE TEAGER	<u>SANITARY</u> CITY OF DAVENPORT 1200 E. 46TH STREET DAVENPORT, IA 52807 CONTACT: RON HOCKER (SEWERS) 563-327-5169





PLAN NOTES:

- MANHOLE #DN-33-23, EXISTING SAN
N: 581321.08
E: 2439379.41
CORE DRILL EXISTING MANHOLE TO MAKE NEW 8" NORTHWEST CONNECTION AT SHOWN ELEVATION. GROUT NEW CONNECTION WATERTIGHT, MODIFY MANHOLE BENCH TO PROVIDE CONTINUOUS FLOW CHANNEL, PROVIDE EXTERNAL DROP CONNECTION PER CITY STANDARD. PLUG ABANDONED SAN NORTH AFTER SEE PLAN NOTES #5 AND #13.
- MANHOLE #DN-33-25, EXISTING SAN
N: 581726.40
E: 2439363.61
REMOVE EXISTING 8" CONCRETE PIPE SOUTH AND CONNECT NEW 8" D.I. SAN PIPE. GROUT NEW CONNECTION WATERTIGHT.
- MANHOLE #DN-33-23A, PROPOSED SAN, 60" DIA.
N: 581444.07
E: 2439298.99
CONSTRUCT PER CITY STANDARDS
- MANHOLE #DN-33-23B, PROPOSED SAN, 60" DIA.
N: 581561.55
E: 2439370.09
- CONNECT EXISTING SEWER LATERAL. PROVIDE WYE CONNECTION AT MAIN. EXISTING LATERAL LOCATION SHALL BE FIELD VERIFIED.
- MANHOLE ST01 (PRIVATE), EXISTING STORM - PROTECT
RIM: 666.30
INV. 658.95
OPEN GRATE - PROVIDE TEMPORARY INLET PROTECTION
- MANHOLE #8072, EXISTING STORM - PROTECT
RIM: 674.60
INV. 667.60
OPEN GRATE - PROVIDE TEMPORARY INLET PROTECTION
- MANHOLE #8072, EXISTING STORM - PROTECT
RIM: 690.05
INV. 671.75
CLOSED LID
- REMOVAL AND REPLACE EXISTING ASPHALT PARKING LOT. SAW CUT AT REMOVAL LIMITS. TRENCH BACKFILL PER DIVISION VI 2.4.01. MAINTAIN EXISTING GRADING AND DRAINAGE PATTERNS. PROVIDE HMA PAVEMENT SECTION AS FOLLOWS:
2" HMA SURFACE ON
2" HMA BINDER ON
12" COMPACTED AGGREGATE BASE ON
GEOTEXTILE FABRIC ON
COMPACTED SUBGRADE
- REMOVAL AND REPLACE EXISTING AGGREGATE PAVEMENT WITH MINIMUM 12" THICK COMPACTED AGGREGATE BASE. TRENCH BACKFILL PER DIVISION VI 2.4.01. MAINTAIN EXISTING GRADING AND DRAINAGE PATTERNS.
- REMOVAL AND RESET 80 LF OF EXISTING 48" RCP PIPE. REMOVE TO NEAREST JOINT. PROVIDE CONCRETE COLLAR AT UPSTREAM CONNECTION POINT.
- REMOVAL EXISTING 8" CONC. SAN PIPE. EXCAVATE TRENCH TO 2 FT BELOW EXISTING PIPE AND COMPACT TRENCH PER CITY STANDARDS. CONSTRUCT PROPOSED 8" D.I. SAN PIPE TO GRADE AS SHOWN. PROVIDE BEDDING MATERIAL FROM COMPACTED TRENCH BED TO MINIMUM 1 FT OVER TOP OF PIPE.
- ABANDON EXISTING SANITARY PIPE IN PLACE. FILL WITH PUMPED FLOWABLE FILL.
- PROTECT AND SUPPORT EXISTING STORM SEWER. PROVIDE CONCRETE CRADLE BETWEEN EXISTING STORM SEWER AND SANITARY, PER DETAIL (C560)
- PROTECT EXISTING UTILITY CONDUIT. SEE DETAIL (C507)
- PROTECT EXISTING LIGHTING STRUCTURES AND FIXTURES, PHOTO DOCUMENT CONDITION PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. IF DAMAGED CONTRACTOR SHALL REPAIR OR REPLACE TO MATCH EXISTING CONDITION.
- RESTORE EXISTING HMA SURFACE WITHIN TEMPORARY EASEMENT. MILL & OVERLAY, 2-INCH AS DIRECTED BY PROJECT MANAGER, IF DAMAGED BY CONTRACTOR'S ACTIVITIES.
- NEW SANITARY SEWER LATERAL FOR FUTURE CONNECTION, LOCATED 5 FT UPSTREAM OF MH #DN-33-23B. PROVIDE WYE CONNECTION TO MAIN. PROVIDE RISER PER CITY DWG NO. 6.5A TO INVERT 676.0. PROVIDE CLEANOUT AT THE END OF PIPE RUN, AND PLUG WITH APPROVED "COOKIE" PER CITY STANDARD SPECIFICATIONS. SEE DETAIL (C230)



CITY OF DAVENPORT
SANITARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

PLAN & PROFILE
STA. 1+00 TO STA. 6+00



Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP05_002CD1.dwg
Project No.	13094
Project Date	09/30/2016

DETAILS



**SPECIAL CONDITIONS
SANITARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25**

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**SPECIAL CONDITIONS
SANITARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25**

SECTION I

1. DEFINITIONS

Wherever used in the General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- A. Owner - City of Davenport
- B. Engineer - City Engineer, City of Davenport, Scott County, Iowa
- C. Work or Project - Sanitary Sewer Replacement
South of W. Kimberly Road
Between DN-33-23 and DN-33-25
- D. The Contract Documents shall consist of:
 - 1. Addenda to proposed Contract Documents
 - 2. Notice to Bidders
 - 3. Instructions to Bidders
 - 4. Contractor's Proposal
 - 5. Non-Collusion Affidavit
 - 6. Contract
 - 7. Performance, Payment, and Maintenance Bond
 - 8. Plan Drawings
 - 9. Special Conditions
 - 10. Supplemental General Conditions
 - 11. General Conditions
 - 12. Standard Drawings
 - 13. The Standard Specification for Public Improvements, City of Davenport (By Reference)
 - I. General Conditions
 - II. Earthwork
 - III. Pavement
 - IV. Sidewalks and Driveway Entrances
 - V. Parking Lots
 - VI. Sewers
 - VII. Septic Tanks
 - VIII. Water Services
 - IX. Utility Excavations
 - X. Streetscape Improvements
 - 14. Standard Specifications for Highway and Bridge Construction, Series of 2016, Iowa Department of Transportation (By Reference)

2. WASTE SITES AND SALVAGE

The City shall have first opportunity to retain any salvaged material, such as removed structure castings and frames. Contractor shall store any salvaged materials to be retained by the City in a secure location on site and notify the Project Manager.

Salvage materials such as castings, pipe, and similar materials not retained by the City shall be disposed of by the Contractor as designated in these Contract Documents or as directed by the Project Manager.

Surplus excavated material, such as unsuitable earth excavation, rock, broken concrete, tree trimmings and stumps, and similar materials shall be disposed of in the following locations noted in these Contract Documents or as directed by the Project Manager:

- A. Disposed of, in a legal manner, outside of the limits of the job site at a location chosen by the Contractor and approved by the Engineer, at the Contractor's expense.

3. SUBSTANTIAL COMPLETION

The Contractor shall have work substantially complete within 60 calendar days of the issued Notice to Proceed. Substantial completion shall include completion of all underground activities, including backfill to grade and temporary surface restoration. Final surface restoration shall be completed after March 1, 2017 or as approved by the Project Manager. The Contractor shall final complete all remaining work within 14 calendar days of remobilization.

4. MONTHLY PROGRESS PAYMENTS

Monthly progress payments, initiated by the Project Manager, will be made under this Contract. Procedures will be followed as outlined in Division 1, Section 9 of the General Conditions.

5. UTILITIES

The Contractor shall be responsible for ascertaining the exact locations of all utilities and services from the utility companies before starting construction and coordinating all construction activities with the utility companies. Utilities which require adjusting, moving or reconstructing shall be performed by the respective utility companies. It is the responsibility of the contractor to coordinate such work. No additional compensation or change in contract time will be allowed for any delays, costs or inconveniences caused the contractor due to said utility work.

Existing buried utilities shown in plan and profile are indicated in accordance with the available records and field information available to the engineer. Other utilities may also be present. Any utilities damaged or destroyed by the contractor's operations whether shown on the drawings or not, shall be replaced or repaired to the utility's satisfaction at no cost to the owner.

If utility facilities other than those shown are located, or if utilities are located which are not in accordance with the location shown on the drawings, the engineer shall be notified to determine if plan revisions are needed. **The Contractor is required to field locate all crossing utilities sufficiently in advance of construction activities to allow the engineer to revise locations of new facilities to avoid conflicts without additional cost to owner.**

All costs for locating, protecting, and replacing or repairing all utilities damaged by construction shall be borne by the Contractor. If the construction causes the permanent relocation of any City owned utility, the City will bear all costs involved in the relocation. The Engineer will determine at the time of construction whether or not any utilities must be relocated.

All utilities shall remain in service during construction, unless authorization has been obtained in advance from the Utility Company.

In the event a utility facility is exposed by construction, adequate measures shall be taken to properly support each utility or service. Bedding and backfilling shall be properly placed and compacted so as not to cause damage or settlement of utility facilities or services. Limestone screenings are not allowed for use as backfill material.

Adjustment of water and gas valves or the relocation of fire hydrants shall be performed by Iowa-American Water Company and MidAmerican Gas and Electric Company, respectively. It shall be the Contractor's responsibility to notify and coordinate with the Utility Companies.

A. Field Location

Utilities Location Service (Iowa One Call)	1-800-292-8989
Mediacom	
MidAmerican Energy Company	
U.S. West Communications /Qwest Communications	
Iowa-American Water Company	
City of Davenport	563-344-4055

B. Administration

Mediacom	John Smith	309-743-4750
MidAmerican Energy Co.	Matt Kovacic(Gas)	309-793-3704
MidAmerican Energy Co.	Nate Teager (Electric)	563-333-8706
Century Link	Jason Gilbreath (Telephone)	563-424-0931
Iowa-American Water Company	Julie DuBois	563-468-9222
City of Davenport	Sewers: Ron Hocker	563-327-5169

6. PRIVATE UTILITIES

The car dealership located on Parcel P1411-02C has existing site lighting within the project work area. Existing conduit in unpaved areas does not have wiring. Existing lighting facilities shall be protected during trenching operations. If damaged the Contractor shall repair or replace as directed by the Project Manager or City's representative on site.

This work will be considered incidental to the Contract.

7. EQUIPMENT RESTRICTIONS

Track type equipment is not permitted on streets or driveways that are not scheduled for removal, unless the tracks are equipped with rubber or neoprene grousers at no increase in contract price.

8. WORKING AREA

The Contractor shall store equipment and stockpile material in the temporary easements within the boundaries of the project, and/or at an approved location. The Contractor shall not use or occupy any lands beyond the back of curb in areas outside the boundaries of the project nor on private property within the boundaries of the project not included in temporary construction easements unless express permission is given by the Owner.

Maintain access across Parcel P1411-22 (car dealership parking lot) at all times.

Work hours shall be from 7am – 10pm in accordance with City Ordinance.

Site safety is the responsibility of the Contractor. Provide temporary fencing or perimeter barrier in accordance with OSHA, state and local requirements to protect work area. This work will not be paid for directly and shall be considered incidental to the Contract.

All areas disturbed by the Contractor shall be restored to the satisfaction of the adjacent property owner, whether an individual or the City. Areas disturbed outside of right-of-ways and easements shall be restored at the Contractor's expense.

9. DOCUMENT EXISTING CONDITIONS

The Contractor shall photograph existing conditions of the project area prior to disturbance. Information shall be available to Project Manager upon request. Hard copy or digital photographs are acceptable.

10. TRAFFIC CONTROL AND PROTECTION

The Contractor shall furnish barricades, signs, flashers, and warning devices to inform motorists and pedestrians of construction. Such devices shall be provided by the Contractor as necessary for the safety of the general public and workmen and located and erected in sufficient quantity in accordance with the Manual of Uniform Traffic Control Devices, latest edition. The Engineer may request additional signs, barricades, flaggers, and other devices as needed at no additional cost to the City.

Traffic access shall be maintained in the following manner during construction operations:

The Contractor shall be responsible for coordinating with property owners during construction of the project to insure satisfactory access to their properties, including advance notification to automobile sales lot contact to coordinate relocation of parked vehicles. Owner contact information will be provided at the pre-construction meeting.

The Contractor shall be responsible for notifying police and fire departments, and the school district as to permanent road closings and detours during construction of the project.

Traffic Control and Protection will not be paid for directly and shall be considered incidental to the Contract.

11. TREE PROTECTION

Contractor shall protect all trees not scheduled to be removed, from damage regardless of size. This item shall include temporary fencing at the "drip line" of the tree, careful pruning of limbs and branches, painting of the wounded area of the tree, and proper disposal of all tree materials. Special care shall be taken not to mix the tree trimmings with excavated material meant to be used in embankment construction. The Contractor shall be responsible for any loss or damage caused by construction activities. This work will be considered incidental to the Contract.

12. EARTH EXCAVATION

This item shall consist of all labor, material and equipment required for excavation within right-of-ways and easements to allow access of equipment and materials for sewer construction. Existing topsoil, up to the amount required to place 4 inches over all unpaved areas shall be stripped and salvaged.

Excavation includes, but is not necessarily limited to: clearing and grubbing of bushes, brush and small trees less than 6-inch diameter; removal of all existing stumps; removal and proper disposal of all vegetative matter; excavation of existing bituminous and aggregate parking lot pavement and base material; saw cuts; earth excavation shall also include the removal of existing pipe and storm sewers identified on the plans that are not identified as being paid for separately.

Any excess excavated material shall be removed from the site and disposed of by the Contractor.

This work will be considered incidental to the Contract.

13. COMPACTION AND TESTING

Density testing of bedding and trenching materials **shall be performed by an independent testing company provided by the City.** The materials shall be compacted sufficiently to obtain optimum density.

Compaction of bedding and trenching materials shall conform to Division 2 (Earthwork), Section 3.4 of the City of Davenport Standard Specifications.

14. PROTECT EXISTING STORM MANHOLE

Existing storm sewer structures shall be protected during trenching operations. If damaged the Contractor shall repair or replace structure as directed by the Project Manager or City's representative on site.

This work will be considered incidental to the Contract.

15. MODIFICATION TO STANDARD DWG NO. 6.6B

City Standard Dwg 6.6B, Pipe Bending Semi-Rigid or Flexible Pipe shall be modified to provide a minimum 12-inches of bedding below the pipe.

This work will be considered incidental to Pay Item No. 9.

16. CONCRETE WASHOUT AREA

Provide concrete washwater containment on all projects where concrete washwater will be generated. Clearly mark the location of the washout area and provide directions to truck drivers. Clean out the concrete washwater containment area when it reaches 75% of the total capacity. Remove all washout containment facilities from the project area and dispose of material in accordance with local ordinances.

A concrete washout area shall be provided for on-site and will not be measured for payment but shall be considered incidental to all concrete items.

17. CLEAN UP

All areas shall be left in a clean and workmanlike manner with all construction debris removed. Cleanup will include raking lawn areas to remove rocks or stones greater than 1/2-inch in size and shall include flushing and/or sweeping where required by the Engineer.

Payment for this item shall be considered incidental to the contract.

18. INSURANCE

Add the following to Division 1, Section 11, Item 11.1.

"All policies of insurance shall include as an additional insured the City of Davenport and Donohue & Associates, Inc."

19. CONSTRUCTION STAKING

Contractor shall give a 48-hour notice to the Engineer for required staking activities. Construction staking will be provided by the City of Davenport as follows:

1. Sewer items:
 - a. Two (2) offset stakes for each sewer structure.
 - b. Offset stakes for sewers spaced at no greater than 50-ft. intervals.

Construction staking will be performed one (1) time only. Restaking or additional staking over and above that which is identified above will not be provided by the City. The Contractor shall be responsible for the cost of restaking or additional staking.

**SPECIAL CONDITIONS
SANITARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25**

SECTION II

1. MOBILIZATION AND DEMOBILIZATION (ITEM NO. 1)

The work consists of the mobilization and demobilization of the contractor's forces and equipment necessary for performing the work required under the contract. It does not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.

Mobilization shall include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the contractor's operations at the site; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable. Transportation of any materials incorporated into the permanent works shall not be considered a mobilization item.

Access shall be as shown on the drawings. If alternate routes are obtained by the contractor, they must be approved by the engineer or the inspector prior to use. All access routes shall be restored by the contractor to a condition equal to or better than the condition prior to the commencement of work under this contract.

Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site. This includes the disassembly; removal; and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract.

Payment shall be at the unit price bid per Lump Sum for MOBILIZATION AND DEMOBILIZATION.

2. TEMPORARY EROSION CONTROL, SILT FENCE (ITEM NO. 2)

Work consists of silt fence installation associated with storm water runoff and erosion control on this project necessary to meet requirements of the City's NPDES permit including, but not necessarily limited to, excavation, placement and removal of silt fence as shown on the Plans, labor, equipment and materials necessary to complete the work. During the course of construction temporary erosion control items may be added to, moved, or removed as site conditions warrant, or as needed to meet staging requirements. It is the Contractor's responsibility to maintain all erosion control items at all times to keep them in good working order and to remove any sediment which may collect during the course of construction.

Payment shall be made at the unit price bid per Linear Foot of SILT FENCE.

Maintenance and removal of temporary erosion control shall be incidental.

3. TEMPORARY EROSION CONTROL, INLET PROTECTION (ITEM NO. 3)

Work consists of all items associated with installation of inlet protection for storm water runoff and erosion control on this project necessary to meet requirements of the City's NPDES permit including, but not necessarily limited to, excavation, placement and removal of temporary erosion control items

as shown on the Plans, labor, equipment and materials necessary to complete the work. During the course of construction temporary erosion control items may be added to, moved, or removed as site conditions warrant, or as needed to meet staging requirements. It is the Contractor's responsibility to maintain all erosion control items at all times to keep them in good working order and to remove any sediment which may collect during the course of construction.

Payment shall be made at the unit price bid per Each for INLET PROTECTION.

Maintenance and removal of temporary erosion control shall be incidental.

4. TEMPORARY EROSION CONTROL, STABILIZED CONSTRUCTION ENTRANCE (ITEM NO. 4)

Work consists of all items associated with installation and removal of a stabilized construction entrance to reduce off-site tracking of sediment from the site. This shall include excavation, subgrade preparation, placement of geotextile fabric, placement and removal of 6-inch of a nominal 2 to 3 inch clean crushed stone or recycled concrete, and all equipment and materials necessary to complete the work. It is the Contractor's responsibility to maintain all erosion control items at all times to keep them in good working order. If during the course of construction, the rock become full of sediment it shall be removed and replaced.

Payment shall be made at the unit price bid per Each for STABILIZED CONSTRUCTION ENTRANCE.

Maintenance and removal of temporary erosion control shall be incidental. After removal entrance area shall be restored in accordance with City Standards Division 2, Section 4.

5. SANITARY SEWER REMOVE (ITEM NO. 5)

This item shall include all labor, material, and equipment required to excavate and remove segments of sanitary sewer main that have been identified to be removed, compaction of the trench bottom, and bedding activities in accordance with Division 6, Section 2.2.03. Foundation stabilization and bedding material shall extend to the bottom of the proposed pipe bedding as shown on the Plans and shall be covered under Item No. 7 as appropriate. All removed material shall be disposed of offsite in accordance with all state and local requirements.

Payment shall be at the unit price bid per Linear Foot for SANITARY SEWER REMOVE. Excavation shall be considered incidental to this item.

6. SANITARY SEWER ABANDON (ITEM NO. 6)

This item consists of all labor, material, and equipment required to abandon, in place, 8-inch diameter sanitary sewer using pumped grout materials.

The Contractor shall submit for City review and approval the pumping and abandonment plan, together with a mix design for grout materials, to assure complete filling of the annular space contained within the pipeline to be abandoned.

All work, including excavations, site clearing and other items shall be included in the contract unit price bid per Linear Foot for SANITARY SEWER ABANDON.

Plugging pipe ends shall be considered incidental to this item.

7. TRENCH FOUNDATION STABILIZATION (ITEM NO. 7)

This item consists of all labor, material, and equipment required to furnish, place and compact pipe foundation stabilization material to provide a stable bottom foundation for pipe bedding material where unsuitable, unstable or wet material is encountered during underground pipe construction under proposed piping beyond the minimum depth required for bedding, as directed by the Project Manager. This item shall include over-excavation, removal and proper disposal of the unsuitable, unstable or wet material, and replacement with foundation material as specified in the City of Davenport Standard Specifications for Sewers, Division 6, Section 1.7.

Payment shall be at the unit price bid per Ton for TRENCH FOUNDATION STABILIZATION. This item shall be used only at the direction of the Project Manager, and paid for in accordance with City Specifications, Division 6, Section 4.5. Copies of delivered tickets shall be furnished to and signed by the Project Manager on the date of delivery or no payment will be made.

8. STRUCTURAL TRENCH BACKFILL (ITEM NO. 8)

This item consists of all labor, material and equipment required for installation of structural trench backfill from one foot above the pipe crown to the bottom of the surface restoration item. This item shall be used as directed by the Project Manager where existing excavated material is unsuitable.

Material shall be manufactured and non-manufactured open-graded (clean) or dense graded (clean) processed aggregate meeting the criteria for Class II, as identified in the following table.

Type	Soil Group Symbol ASTM D 2487	Description	Percentage Passing Sieve Sizes		
			1½ in.	No. 4	No. 200
Coarse-Grained Soils, clean	GW	Well-graded gravels and gravel-sand mixtures; little or no fines	100%	<50% of “Coarse Fraction”	<5%
	GP	Poorly-graded gravels and gravel-sand mixtures; little or no fines.			
	SW	Well-graded sands and gravelly sands; little or no fines.		>50% of “Coarse Fraction”	
	SP	Poorly-graded sands and gravelly sands; little or no fines.			

Payment shall be at the unit price bid per Ton for STRUCTURAL TRENCH BACKFILL. This item shall be used only at the direction of the Project Manager, and paid for in accordance with City Specifications, Division 6, Section 4.5. Copies of delivered tickets shall be furnished to and signed by the Project Manager within an hour of delivery or no payment will be made.

Excavation activities and pipe bedding are not included in this item but shall be considered incidental to SANITARY SEWER PIPE of the size and type specified.

9. SANITARY SEWER PIPE, 8" D.I. (ITEM NO. 9)

This item consists of the installation of new 8" ductile iron sanitary sewer main to the line and grade as shown on the plans and in accordance with Division 6 of the City Standards.

This item shall include all labor, material, and equipment required to excavate and remove segments of sanitary sewer main, bedding activities, placement of new ductile iron pipe, watertight connections to existing sanitary manhole structures, Tee or Wye Connections to existing laterals, by-pass pumping, backfilling and testing.

All pipe installation shall provide a minimum of 12 inches of bedding below the pipe. Bedding material shall not be paid for directly but shall be included in the unit pipe bid for Sewer Pipe.

Payment for this item will be at the unit price bid per Lineal Foot of pipe, measured in place, for SANITARY SEWER PIPE of the size specified in accordance with Division 6, Section 4.1.

10. SANITARY SEWER LATERALS, RECONNECT (ITEM NO. 10)

This item consists of the installation of new 6" ductile iron sanitary sewer laterals to connect existing sanitary sewer laterals to the new sanitary sewer main, as shown on the plans. This work shall be completed in accordance with Division 6, Section 2.2.06 of the City Standard Specifications and shall be measured for payment per linear foot of SANITARY SEWER LATERAL, RECONNECT in accordance with Division 6, Section 4.2.

This item shall include all labor, material, and equipment required to excavate and remove segments of sanitary sewer laterals, bedding activities, placement of new ductile iron pipe, watertight connections to existing sanitary manhole structures, tees, wyes, bends, risers, connections to existing laterals and new sewer mains, by-pass pumping, backfilling and testing. Any adjustments to existing cleanouts shall be considered incidental to this item.

11. SANITARY SEWER LATERAL, NEW (ITEM NO. 11)

This item consists of the installation of new 6" ductile iron sanitary sewer lateral stub for future connection to the southwest corner of Parcel P1411-22 (car dealership parking lot), as shown on the plans. This work shall be completed in accordance with Division 6, Section 2.2.06 of the City Standard Specifications and shall be measured for payment per each of SANITARY SEWER LATERAL, NEW in accordance with Division 6, Section 4.2.

This item shall include all labor, material, and equipment required to excavate, foundation preparation, bedding activities, placement of new ductile iron pipe, watertight connections to new sewer main, tees, wyes, bends, risers, plugs, cleanouts, backfilling and testing. New cleanout and associated labor, equipment and materials to install it shall be considered incidental to this item.

12. STORM SEWER PIPE, REMOVE AND REINSTALL (ITEM NO. 12)

This item shall include all labor, material, and equipment required to remove and reinstall existing storm sewer pipe located above new sanitary sewer pipe. Storm sewer pipe shall be removed to an existing joint and temporarily stored on site during trenching and installation activities for sanitary sewer pipe. Storm sewer pipe shall be reinstalled in accordance with City of Davenport Standard Specifications and Details and shall include excavation, bedding, trench backfill, concrete collars and making the necessary connections to storm structures.

If damaged replacement material shall meet the requirements of Iowa D.O.T. Standard Specifications, Section 4145 for Reinforced Concrete Storm Sewer Pipe, 3000 D, of the size

specified. Bedding and backfill shall be in conformance with the City's Standards. The Project Manager shall determine if the existing pipe is suitable for re-use.

Excavation, disposal of trench excess materials, trench bedding and backfill material and placement, are incidental to the cost of placing the pipe. Measurement shall be to the nearest foot along the centerline of the pipe. Payment shall be by linear foot of pipe measured in place, of the size required for STORM SEWER PIPE, REMOVE AND REINSTALL.

13. CONCRETE CRADLE (ITEM NO. 13)

This item consists of all labor, material and equipment required to furnish and place a concrete cradle between new sanitary sewer and existing storm sewer piping. Contractor shall protect and support storm sewer piping during sanitary sewer installation activities. After completion of sanitary sewer bedding operations, the Contractor shall install a concrete cradle in accordance with the details in the plans. Material shall be in accordance with Iowa DOT Class C Concrete specifications.

Measurement and payment for this item will be per Each location at the unit price bid for CONCRETE CRADLE.

14. SANITARY MANHOLE, EXISTING – MODIFY (ITEM NO. 14 & 15)

This item includes the modification of a sanitary manhole to provide connection of new sanitary sewer piping.

This item shall include all labor, equipment and tools, materials and items to complete this item, including by pass pumping, core drilling, drop manhole connections, flexible watertight seal, bench reconstruction and plugging of existing abandoned pipes.

The existing manhole bench shall be modified as need to provide a continuous flow channel in accordance with the following criteria:

- a. Shape invert channels to be smooth and semicircular, conforming to inside of adjacent sewer sections.
- b. Make changes in direction of flow with a smooth curve of as large a radius as size of manhole will permit.
- c. Make changes in size and grade of channels smoothly and evenly.
- d. Form invert channels directly in manhole base, with concrete.
- e. Smooth floor of manhole outside channels, and slope toward channels at not less than 1 inch per foot or more than 2 inches per foot.

Provide support for all pipes entering manhole above the concrete base from the wall of manhole back to face of first pipe joint bell with wall of backfill concrete, brick or solid concrete block columns.

Payment shall be at the contract unit price bid per Each for SANITARY MANHOLE, EXISTING – MODIFY for the specified Structure.

15. SANITARY MANHOLE, 60" DIA BARREL (ITEM NO. 16)

This item shall include all labor, equipment, and material to furnish and install the barrel sections of a new 60" I.D. manhole per City Standard Specifications. Backfill shall be covered under Item Nos. 9 & 17 as appropriate. Each joint between barrel sections and between the barrel and cone/flat top section shall be sealed with an external butyl rubber sleeve complying with ASTM C-877 and subject to the approval of the Project Manager.

Payment shall be made at the unit price bid per vertical foot for SANITARY MANHOLE, 60" DIA. Excavation for installation of this item shall be considered incidental to this item.

16. SANITARY MANHOLE, COMPLETE (ITEM NO. 17)

This item shall include the materials and items necessary to make a complete sanitary manhole unit where specified. It does not include for material and work related to Item No. 16 which payment is provided elsewhere in the contract.

Sanitary manholes shall be constructed according to City Standard Specifications, City Standard Details, Iowa SUDAS specifications 6010, 3.01, I.3 and Details shown on the Plans and at locations as shown on the drawings.

This item shall include any labor, equipment, tools, transportation, excavation, backfill, concrete, reinforcement, base slabs, cone sections, flat slab top sections, adjusting rings, mortar, joint sealer, the connection of all pipes, fittings, drop manhole connections, by-pass pumping, and all other materials and items necessary to make this a complete unit. This item also includes new manhole frames and lids and chimney seals.

Construct outside drop at sanitary manholes whenever free drop inside manhole exceeds 24 inches measured from invert of inlet pipe to top of floor of manhole outside channels.

The use of clay, brick or concrete brick is not allowed.

Payment shall be at the unit price bid per Each for SANITARY MANHOLE, COMPLETE.

17. HMA-SURFACED PAVEMENT REMOVE AND REPLACE (FULL-DEPTH) (ITEM NO. 18)

This item includes reconstruction of HMA pavement in parking lot areas removed to allow for trenching activities. This item shall consist of all labor and equipment required for saw cutting, removal and disposal of bituminous concrete (blacktop) driveways and parking lots, including the disposal of reinforcing materials and replacement of all HMA pavement materials as identified in the plans

This work shall be completed as shown on plans and in accordance with the Division 3, Section 2 of the City Standard Specifications and Standard Drawings.

Provide full depth saw cuts for removal on all pavement, curb and gutter, driveways, and sidewalks. The saw cut shall be full depth of the item being removed.

Placement of geotextile shall include all labor, material and equipment required to furnish, store, cut and place geogrid for subgrade improvement in the reconstruction of the paved parking lot as shown on the plans or as directed by the Engineer. Preparation of the subgrade in accordance with the plans shall be completed and approved by the engineer prior to placement of the geotextile fabric. Material shall be in accordance with current Iowa DOT Specification 4196 for Subgrade Stabilization

Payment shall be at the unit price bid per Square Yard for HMA-SURFACED PAVEMENT REMOVE AND REPLACE (FULL-DEPTH) regardless of the thickness encountered. This item shall include all geotextile fabric, granular subbase, HMA binder and HMA surface materials required to complete the pavement patch.

18. HMA-SURFACED PAVEMENT REMOVE AND REPLACE (MILL & OVERLAY) (ITEM NO. 19)

This item includes reconstruction of HMA pavement in parking lot areas damaged by construction activities within the temporary construction easement areas. This item shall consist of all labor and equipment required to complete milling, removal and disposal of 2-inches of bituminous concrete (blacktop) surface course, and placement of new 2-inch thick bituminous surface.

This work shall be completed in accordance with the Division 3, Section 2 of the City Standard Specifications and Standard Drawings and as directed by the Project Manager.

Payment shall be at the unit price bid per Square Yard for HMA-SURFACED PAVEMENT REMOVE AND REPLACE (MILL & OVERLAY).

19. AGGREGATE PAVEMENT REMOVE AND REPLACE (ITEM NO. 20)

This item includes reconstruction of compacted aggregate pavement in parking lot areas removed to allow for trenching activities. This item shall consist of all labor and equipment required for removal and disposal of compacted aggregate and geotextile fabric and placement of new geotextile material and granular subbase to match existing aggregate thicknesses adjacent to trenching areas, with a maximum thickness of 12-inches.

This work shall be completed as shown on plans and in accordance with the Division 3, Section 5 of the City Standard Specifications and Standard Drawings.

Payment shall be at the unit price bid per Square Yard for AGGREGATE PAVEMENT REMOVE & REPLACE.

20. SELECT TOPSOIL (ITEM NO. 21)

Provide and install a minimum of 4-inches of topsoil on all unpaved surface areas disturbed by construction activities from an off-site source approved by the Project Manager.

Payment shall be at the unit price bid per Square Yard for SELECT TOPSOIL.

21. TURF RESTORATION (ITEM NO. 22)

These items shall include all labor, materials and equipment necessary to spread topsoil and seed all disturbed unpaved areas in accordance with City Standards Division 2, Section 4. This also includes removal of rock and other undesirable debris for the areas to be seeded, repairing rills and washes, preparing the seedbed, furnishing and placing the seed, and furnishing water and other care as necessary.

Seeding areas shall be stabilized within two (2) weeks of the completion of trenching activities. Permanent seeding application shall commence after March 1st or as approved by the Project Manager.

Payment for this item shall be made at the unit price bid per Acre for SEEDING.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Sandy Doran;(563)326-7756
Wards: All

Action / Date
11/2/2016

Subject:

Resolution approving the contract for the River Intrusion Priority Area-Sanitary Sewer Rehabilitation Project design and preparation of bid documents to Veenstra & Kimm in the amount not-to-exceed \$180,000 budgeted in CIP #30001 in bonds abated by sewer funds. [All Wards]

Recommendation:

Pass the resolution.

Relationship to Goals:

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

Background:

During televising operations and investigations for the riverfront interceptors, these areas were found to have direct river connections/intrusion into the sanitary sewers. This project will reduce the amount of river water in the sewer interceptors, reducing flows to the WPCP. This rehabilitation project is part of the long range planning to eliminate inflow and infiltration direct river connections to the sanitary sewers as directed by the IDNR consent order. Veenstra & Kimm were selected as a result of their knowledge, expertise and experience with the infrastructure conditions along the riverfront.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	Professional Services Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/24/2016 - 4:57 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:26 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:29 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the River Intrusion Priority Area-Sanitary Sewer Rehabilitation Project design and preparation of bid documents to Veenstra & Kimm in the amount not-to-exceed \$180,000 budgeted in CIP #30001 in bonds abated by sewer funds.

WHEREAS, the City of Davenport previously completed I & I investigations as part of the Equalization Basin/Wet Weather Planning work; and

WHEREAS, as a result of the study, recommendations were made for the repair/rehabilitation of the Davenport collection system; and

WHEREAS, the work is to be performed at agreed upon prices; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa; that said Contract for the River Intrusion Priority Area-Sanitary Sewer Rehabilitation Project - Design and Preparation of Bid Documents is hereby approved.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk



VEENSTRA & KIMM, INC.

1800 5th Avenue • Rock Island, Illinois 61201-8119
309-786-7590 • 309-797-0996 (fax) • 877-241-8010 (WATS)

October 19, 2016

City of Davenport
Attn: Sandy Doran, Project Manager
Engineering Division
1200 E. 46th Street
Davenport, IA 52807

DAVENPORT, IOWA
RIVER INTRUSION PRIORITY AREA-SANITARY SEWER REHABILITATION
AGREEMENT FOR PROFESSIONAL SERVICES

Attached are two copies of the Agreement for Professional Services regarding the River Intrusion Priority Area-Sanitary Sewer Rehabilitation.

The Agreement includes a detailed Scope of Services for this project. The project figures attached to the agreement show the initial plans that were based on Technical Memorandum 9.7: 1930's Priority Area Investigation Find & Fix.

Once this has been signed, please return one copy to this office. If you have any questions regarding this project, please contact the undersigned at 309-786-7590.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'LFF', followed by a stylized flourish.

Leo F. Foley, P.E.

LFF:gfd
Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF DAVENPORT, IOWA RIVER INTRUSION PRIORITY AREA-SANITARY SEWER REHABILITATION

WHEREAS, the CITY OF DAVENPORT, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "CITY," is desirous of obtaining professional engineering services in connection with the River Intrusion Priority Area-Sanitary Sewer Rehabilitation, hereinafter referred to as the "Project," and

WHEREAS, VEENSTRA & KIMM, INC., hereinafter referred to as the "CONSULTANT," being a corporation organized and existing under the laws of the State of Iowa; and

WHEREAS, the CONSULTANT is desirous of performing professional services for the CITY in connection with the River Intrusion Priority Area-Sanitary Sewer Rehabilitation project.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I - GENERAL

A. PERFORMANCE

The performance of the CONSULTANT shall be limited to the scope of services outlined as hereinafter set forth.

B. CONFERENCES

Conferences shall be held from time to time as the performance of this Agreement progresses at a mutually convenient location at the request of the CITY. The CONSULTANT shall prepare and present such information as may be pertinent or necessary to enable the CITY to pass critical judgment on the features and progress of services under this Agreement. The CONSULTANT shall make such changes, amendments, or revisions in the detail of any phase of services under this Agreement as may be required by the CITY. If alternates or alternatives are to be considered, the CITY shall have the right of selection. The CONSULTANT shall, at the request of the CITY, appear personally, prepare and present such documents and/or explanations to the Davenport City Council as may be requested.

C. INDEMNIFICATION

The CONSULTANT shall and hereby agrees to hold and save the CITY harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the CONSULTANT's or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the CONSULTANT's personnel, agents, servants, and employees occurring under the Worker's Compensation Act of the State of Iowa.

D. INSURANCE

The CONSULTANT shall furnish the CITY with a certificate or certificates of insurance by an insurance company licensed to do business in the State of Iowa, in compliance with Attachment II, "Professional Services Insurance".

E. PROGRESS REPORTS

The CONSULTANT shall furnish the CITY with monthly progress reports which shall indicate the percentage of engineering services completed on the project to the date of the report, together with a description of the status of services in progress during the CONSULTANT's performance under this Agreement. The CONSULTANT shall also, upon request of the CITY, furnish the necessary documentation to verify the reported progress in the performance of said services.

F. ACCESS TO CONSULTANT'S RECORDS

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred in performing work covered by this contract. The CITY or any of its duly authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. All such books, records, and documents shall be retained for three years from the date of final payment under the contract.

G. OWNERSHIP OF DOCUMENTS

All survey notes, reports, design plans, specifications, special studies, records and other data prepared under this Agreement shall become the property of the CITY upon completion or termination of the services of the CONSULTANT.

H. FEDERAL REQUIREMENTS

Not applicable.

I. TERMINATION

If the CITY should desire to suspend or terminate the services to be rendered by the CONSULTANT under this Agreement, such suspension or termination may be effected by the CITY giving the CONSULTANT written notice. Payment shall be made by the CITY for services rendered by the CONSULTANT to date of termination.

J. CHANGES IN SCOPE OF SERVICES

1. Extra Work

Authorization for extra work shall be evidenced by the CITY in writing, in the form of a Supplemental Agreement. Extra work will usually be of limited extent and may consist of, but is not necessarily limited to, the introduction of new items of work beyond the stated or implied scope of the Agreement.

At the option of the CITY, payment for extra work may be made on a fixed price; a cost plus a fixed fee, time and materials; or other mutually agreed basis.

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the CONSULTANT shall promptly notify the CITY in writing of that fact. In the event the CITY determines that such work does constitute extra work, the CITY shall provide extra compensation to the CONSULTANT as provided for above. No extra work shall be performed by the CONSULTANT without receiving a written agreement from the CITY in advance.

2. Deletion of Work

Authorization for deletion of work shall be evidenced by the CITY in writing.

At the discretion of the CITY, work items listed in Section 2 - Scope of Work, or parts thereof, may be deleted from the project.

Reduction to the CONSULTANT's compensation as a result of deletion of work shall be based on the cost estimate of the work deleted. In the event that the CONSULTANT had performed authorized work on the items deleted prior to deletion, the cost of such work shall be retained in the CONSULTANT's compensation.

K. NONDISCRIMINATION

Attachment I "Special Provisions Section III Nondiscrimination In Employment by Contractors/Subcontractors and Suppliers" shall be signed by the CONSULTANT and shall become a part of this Agreement. In Attachment I the contractor/supplier is the CONSULTANT for terms of this Agreement.

L. CONTRACT COMPLIANCE PROGRAM

The CONSULTANT agrees to comply with the City of Davenport Special Provisions which is attached.

M. SUBLETTING OR ASSIGNMENT

The CONSULTANT shall not sublet, assign or otherwise dispose of any portion of the services to be provided by this Agreement without a written permission to sublet signed by the City Engineer and approved by the City Council. Requests for permission to sublet shall be in writing and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. Subconsultants which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.

A "City of Davenport Consultant Cost Summary for Subagreements" or equal shall be provided on each organization showing Hourly rates and Overhead and Fringe Benefit rates that will be applied to services to be sublet.

When requested by the City Engineer, the CONSULTANT shall provide a written report showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent by the CITY for the CONSULTANT to sublet, assign or otherwise dispose of any portion of this Agreement shall not relieve the CONSULTANT of any responsibility for fulfillment of this Agreement, nor shall it in any way create a contractual relationship between the CITY and the SUBCONSULTANT. The CONSULTANT agrees to include in and make a part of all subagreements all portions of this Agreement which relate to the subconsultants' work including the Nondiscrimination portions of this Agreement.

N. CLOSE-OUT OF AGREEMENT

Upon completion or termination of services under this Agreement, the CONSULTANT shall provide the CITY the following documents:

1. Documents as stated in Section 1.G of the Agreement.
2. Statement of Final Billing.
3. Written report showing the actual amounts paid by the CONSULTANT for services under this Agreement to MBE/WBE Firms.

O. LAWS, REGULATIONS AND CODES

The CONSULTANT hereby agrees that all work done as part of this Agreement which is subject to current Federal, State or Local Laws, Regulations and/or Codes shall comply with such applicable Laws, Regulations and/or Codes.

P. CITY POLICY AND PROCEDURES

The CONSULTANT hereby agrees to conform to CITY policy and procedures as they relate to this Agreement. Such policy and procedure shall include but is not limited to the following:

1. Invoice and billings for service.
2. Engineering Department Design Standards.
3. Engineering Department standard format for reports, plans, and/or specifications.
4. Plan-review process including site-plan and architectural review.
5. Include CITY Work Order Number and Contract Number on all documents related to this Agreement if appropriate.

Q. NOTICE TO PROCEED

The CONSULTANT shall not begin work until a written notice to proceed is issued by the City Engineering Department. If Section 2 of this Agreement provides for the work to be completed in phases, a notice to proceed shall be issued for each phase.

SECTION 2 - SCOPE OF SERVICES

RIVER INTRUSION PRIORITY AREA SANITARY SEWER

A. SERVICES PROVIDED BY CONSULTANT

The scope of the services for which construction services are to be performed under this Agreement shall include:

1. The services by the CONSULTANT under this Agreement shall include, but not necessarily be limited to, the following:

Prepare plans and specifications for a construction bid that includes storm and sanitary sewer improvements as shown in Technical Memorandum (TM) 9.7 "1930's Priority Area Investigation Find & Fix". Attachment II is a detailed estimate of the work included in this contract. Below is a summary of each area's work and corresponding costs.

1. Main Street Area Improvements – See Figure 1
 - a. Includes replacing a 48-inch limestone sanitary sewer.
 - b. Estimated to be \$380,260 of improvements and about \$100,000 of street patching.

2. Oneida Avenue Area Improvements – See Figure 2
 - a. Replacing small diameter sewer, Manholes RO-55-1 and RO-55-2, fix collapsed sewers.
 - b. Estimated to be \$150,700 of improvements and about \$75,000 of street patching.
3. Federal Street Area Improvements – See Figure 3
 - a. Plugging non-functioning pipes, adding Manhole T-4, sewer point repairs and lining.
 - b. Estimated to be \$289,400 of improvements and about \$75,000 of street patching.
4. Isolated improvements to eliminate river intrusion near River Drive in the downtown
 - a. Includes replacing manholes (sanitary and storm), sewer lining, permanently sealing the Harrison Street diversion structure and manhole rehabilitation.
 - b. Estimated to be \$236,500 of improvements and about \$75,000 of street improvements.

It is understood by the CITY and CONSULTANT that the Project must be flexible during the course of implementation. As data is collected, it is often necessary to refine and change the scope and focus of the Project. The CITY and CONSULTANT agree the scope of the Project may be adjusted during the course of performance by adding or subtracting work from the specific work tasks. Work may be added, shifted or deleted provided the total cost of the Project does not increase.

B. OBLIGATIONS OF CITY TO CONSULTANT

1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.
2. Designate a liaison officer from the CITY who will work directly with the CONSULTANT to coordinate the collection of CITY-supplied data, arrange for meetings, and be responsible for the general coordination between the CITY and the CONSULTANT.
3. Provide the services of the City Solicitor experienced in legal matters pertaining to this type of project. The CONSULTANT shall cooperate with the City Solicitor and comply with the requirements of the City Solicitor as to form of contract documents and procedures relative to them.
4. Provide access to all manholes and intakes in the area.
5. If soil borings are required, Veenstra & Kimm, Inc. will provide locations and the City will obtain borings.

C. DELIVERABLES

The scope of the services shall be considered to be complete upon delivery of the following items to the satisfaction of the CITY.

The documents provided to the CITY by the CONSULTANT shall include but may not be limited to the following in accordance with each project type:

- 4 copies of plan sheets with specifications
- Electronic copies of plans and specifications
- Permit applications for IDNR and IDOT

SECTION 3 - COMPENSATION AND PAYMENT

A. COMPENSATION

1. Design and investigation not-to-exceed fee of \$138,186 based on approximately \$1,381,860 in improvements.
2. Construction contract management and investigations during construction not-to-exceed fee of \$40,000. Investigation during construction includes reviewing contractor televising data, dye testing, smoke testing and support to City inspection. Veenstra & Kimm, Inc.'s hourly rates are included as Attachment III.
3. Total Compensation Not-to-Exceed One Hundred Seventy Eight Thousand One Hundred Eighty Six and 00/100 Dollars (\$178,186.00).

SECTION 4 - COMPLETION OF WORK

The CONSULTANT shall complete all services outlined in this Agreement on or before January 31, 2017, providing no unforeseen delays are experienced beyond the control of the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this _____ day of _____, 2016.

CITY OF DAVENPORT, IOWA

VEENSTRA & KIMM, INC.

By _____

By Leo F. Foley
Leo F. Foley, Office Manager

ATTEST:

WITNESS:

By _____

By Gayle Davis

Title _____

Title Administrative Assistant

SPECIAL PROVISIONS

SECTION III -

Nondiscrimination in Employment by Contractors/Subcontractors and Suppliers

Contractor's Agreement

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Davenport Affirmative Action Plan, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan.
- (5) The Contractor will furnish all information and reports required by the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan, and will permit access to his/her books and accounts by the contracting department and the Compliance Officer for purposes of investigation to ascertain compliance with the City's Affirmative Action Plan.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any implementing procedures or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in The Davenport Affirmative Action Plan and such other sanctions may be imposed and remedies invoked as provided in the Davenport Affirmative Action Plan, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order in the amount of \$5,000 or more, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the City of Davenport to enter into such litigation to protect the interests of the City of Davenport.

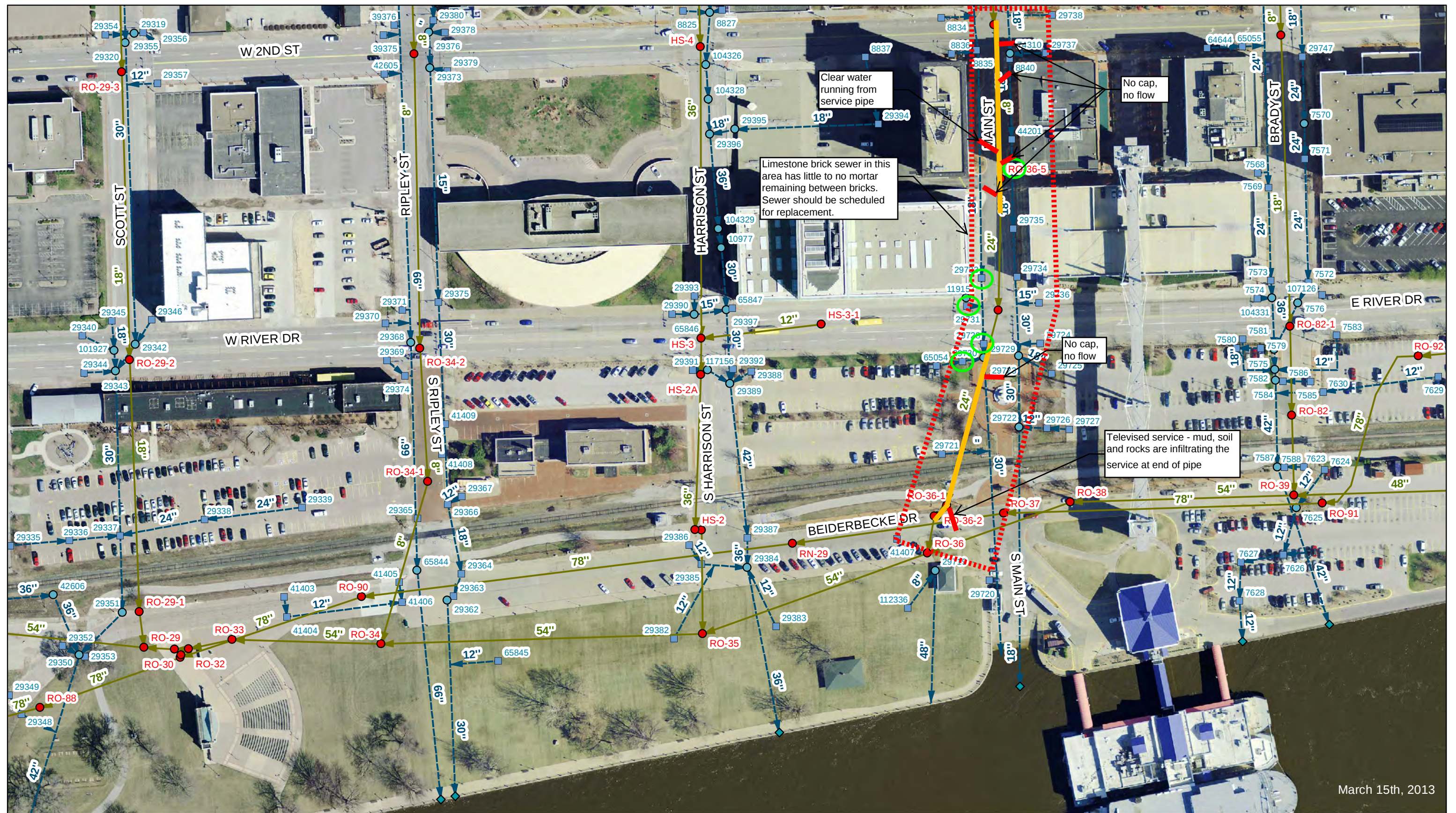
CITY OF DAVENPORT, IOWA
RIVER INTRUSION PRIORITY AREA-SANITARY SEWER REHABILITATION
Detailed Cost Estimate

Attachment II

Priority Area	Item #	Description	Unit	Estimated Quantity	Unit Price	Extended Price
Main	1	Further Investigate service pipe in RO-36	HR	4	\$350.00	\$1,400.00
	2	Rehabilitate service pipe in RO-36 to remove groundwater infiltration	LF	30	\$22.00	\$660.00
	3	Confirm Active Services	HR	24	\$350.00	\$8,400.00
	4	Investigate "No Cap, No Flow" services	HR	8	\$350.00	\$2,800.00
	5	Cap/Remove inactive services	EA	9	\$500.00	\$4,500.00
	6	Cap/Remove service where mud and rock are infiltrating (index #49)	LS	1	\$2,500.00	\$2,500.00
	7	Replace 48-inch Limestone Trunk Sewer with 48-inch RCP	LF	720	\$500.00	\$360,000.00
	8	Street Patching	EA	1	\$100,000.00	\$100,000.00
	Total					\$480,260.00
Oneida	1	Replace 15" RCP sewer between RO-55-1 and RO-55-2	LF	250	\$200.00	\$50,000.00
	2	Repair collapsed pipe between RO-55-2 and RO-55-3	LS	1	\$5,000.00	\$5,000.00
	3	Replace Manhole RO-55-1	LS	1	\$10,000.00	\$10,000.00
	4	Replace Manhole RO-55-2	LS	1	\$15,000.00	\$15,000.00
	5	Repair/Remove leaky plugs at RO-58 and RO-62	EA	2	\$7,500.00	\$15,000.00
	6	Confirm Active Services	HR	24	\$350.00	\$8,400.00
	7	Investigate "No Cap, No Flow" services	HR	8	\$350.00	\$2,800.00
	8	Cap/Remove inactive services	EA	9	\$500.00	\$4,500.00
	9	Structural Repairs	EA	7	\$5,000.00	\$35,000.00
	10	O&M Repairs	EA	1	\$5,000.00	\$5,000.00
	11	Street Patching	EA	1	\$75,000.00	\$75,000.00
	Total					\$225,700.00
Federal	1	Plug pipe between MH T-1 and T-2	EA	1	\$1,400.00	\$1,400.00
	2	Plug pipe between MH T-2 and T-3	EA	1	\$1,400.00	\$1,400.00
	3	Plug pipe between MH T-3 and T-3A	EA	1	\$1,400.00	\$1,400.00
	4	Remove and replace 15-inch RCP storm pipe between 10935 and 10933	LF	70	\$100.00	\$7,000.00
	5	Remove Manhole T-4	EA	1	\$5,000.00	\$5,000.00
	6	Install new MN T-4 at Node 326	EA	1	\$10,000.00	\$10,000.00
	7	Seal old Diversion Structure on 78 Sanitary	EA	1	\$15,000.00	\$15,000.00
	8	Replace MN T-4A (do not reconnect plugged pipes)	EA	1	\$10,000.00	\$10,000.00
	9	Point Repair: Patch pipe between 108326 and 10943	EA	1	\$5,000.00	\$5,000.00
	10	Confirm Active Services	HR	24	\$350.00	\$8,400.00
	11	Investigate Unknown Connection at T-4A	HR	16	\$350.00	\$5,600.00
	12	Investigate "No Cap, No Flow" services	HR	8	\$350.00	\$2,800.00
	13	Cap/Remove inactive services	EA	31	\$500.00	\$15,500.00
	14	Structural Repairs	EA	25	\$5,000.00	\$125,000.00
	15	O&M Repairs	EA	12	\$5,000.00	\$60,000.00
	16	Line Pipe between T-4A and NODE 325 (15")(48")	LF	60	\$115.00	\$6,900.00
	17	Line Pipe between T-1-1 and T-3 (24")	LF	150	\$60.00	\$9,000.00
	18	Street Patching	EA	1	\$75,000.00	\$75,000.00
	Total					\$364,400.00
Various Smoke Testing Repairs	1	New Manhole Casting	EA	1	\$1,500.00	\$1,500.00
	2	New Manhole Cone Section	EA	1	\$2,500.00	\$2,500.00
	3	New 48-inch Storm Manhole	EA	1	\$5,000.00	\$5,000.00
	4	Sanitary Manhole - Lining and Grouting - option 2	VF	15	\$700.00	\$10,500.00
	5	Disconnect Storm Intakes and Drains	EA	14	\$3,000.00	\$42,000.00
	6	Disconnect Downspouts	LF	200	\$100.00	\$20,000.00
	7	Manhole Re-pavement	EA	3	\$1,000.00	\$3,000.00
	8	Storm Sewer Removal	LF	250	\$40.00	\$10,000.00
	9	Storm Sewer Pipe in Place; 15" RCP	LF	1150	\$100.00	\$115,000.00
	10	Harrison Street Diversion Structure - Permanently Seal Gate	EA	1	\$25,000.00	\$25,000.00
	11	Repair Broken Seal in Manhole	EA	2	\$1,000.00	\$2,000.00
	12	Street Patching	EA	1	\$75,000.00	\$75,000.00
	Total					\$311,500.00
	Subtotal					\$1,381,860.00
	1	Construction Contingency (25%)	EA	1	\$345,465.00	\$345,465.00
	2	Design and Investigation Services (10%)	EA	1	\$138,186.00	\$138,186.00
	3	Construction Contract Management & Investigation Services	EA	1	\$40,000.00	\$40,000.00
	Total					\$523,651.00
	Project Total					\$1,905,511.00

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 (Effective July 2016)

Management I.....	\$162.00
Management II.....	158.00
Process Engineer.....	182.00
Engineer I-A.....	162.00
Engineer I-B.....	151.00
Engineer I-C.....	145.00
Engineer II-A.....	133.00
Engineer II-B.....	123.00
Engineer III-A.....	119.00
Engineer III-B.....	111.00
Engineer III-C.....	107.00
Engineer IV.....	103.00
Engineer V.....	95.00
Engineer VI.....	90.00
Engineer VII.....	85.00
Engineer VIII.....	81.00
Engineer IX.....	75.00
Engineer X.....	69.00
Engineer XI.....	63.00
Design Technician.....	91.00
Planner I.....	102.00
Drafter I.....	89.00
Drafter II.....	77.00
Drafter III.....	73.00
Drafter IV.....	68.00
Drafter V.....	58.00
Drafter VI.....	54.00
Drafter VII.....	43.00
Clerical I.....	82.00
Clerical II.....	58.00
Clerical III.....	43.00
Clerical IV.....	34.00
Construction Manager.....	155.00
Surveyor I.....	96.00
Surveyor II.....	83.00
Technician I.....	80.00
Technician II.....	74.00
Technician III.....	69.00
Technician IV.....	64.00
Technician V.....	58.00
Technician VI.....	54.00
Technician VII.....	47.00
Technician VIII.....	42.00
Technician IX.....	34.00
Building Inspector I.....	144.00
Building Inspector II.....	76.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station.....	20.00/Hour
Total Station Robotics.....	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler.....	45.00/Day
Mileage.....	54¢/Mile



Priority Area 5: Main Street & River Drive

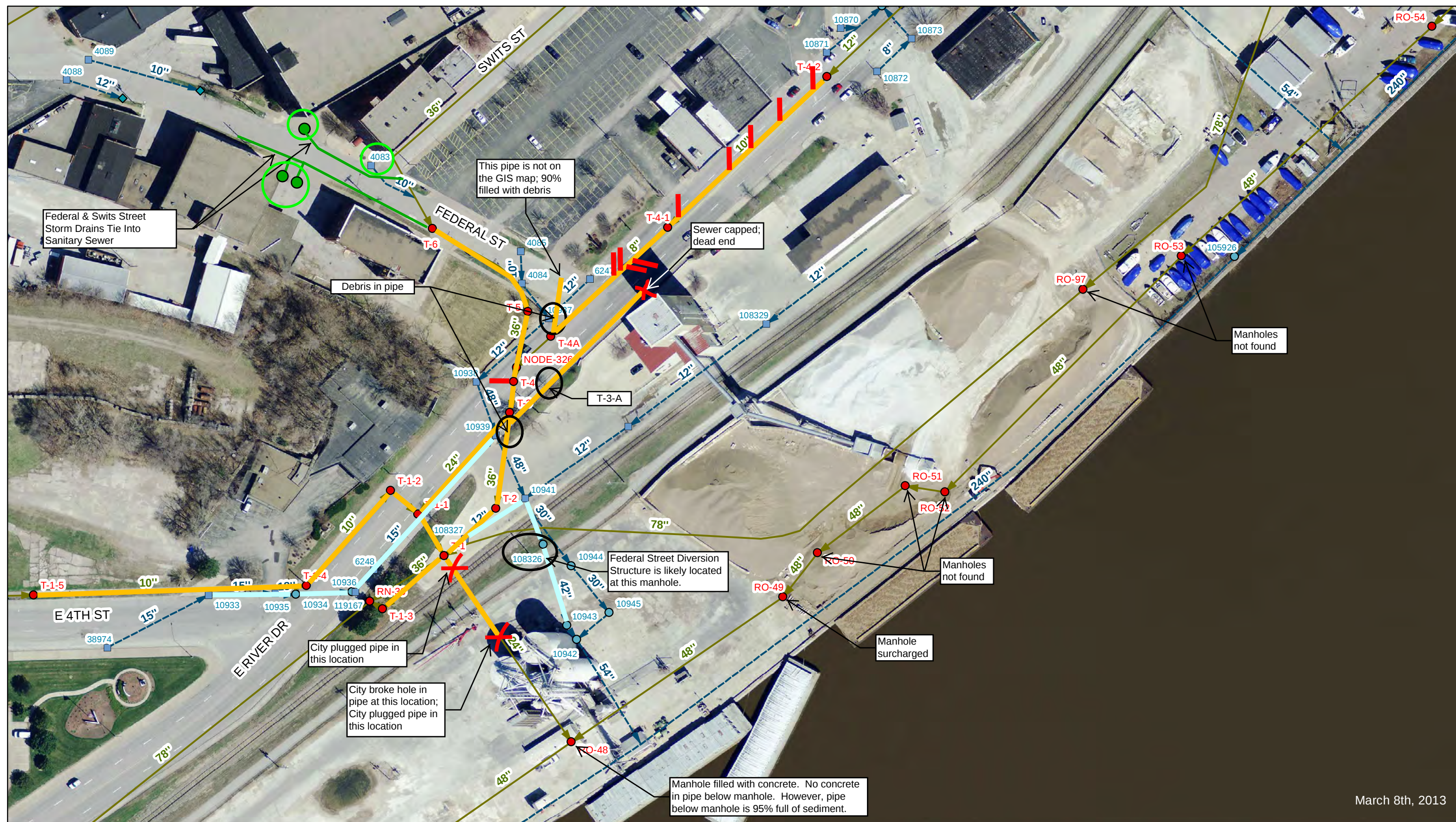
 **Storm Intakes or Manholes Tested Positive During Smoke Testing**

Legend

-  Sanitary Manhole
-  Storm Structure
-  Storm Manhole
-  Storm Outfalls
-  Storm Pipe

-  **Televised Sanitary Sewer**
-  **Televised Storm Sewer**
-  **Service Sewers of Concern: No Cap, No Flow or Clear Water**





Priority Area 2: Federal Street/4th Street & River Drive

Storm Intakes or
Manholes Tested Positive
During Smoke Testing

Legend

- Sanitary Manhole
- Sanitary Sewer
- Storm Structure
- Storm Manhole
- Storm Outfalls
- Storm Pipe

Televised Sanitary Sewer

Televised Storm Sewer

Service Sewers of Concern: No Cap, No Flow or Clear Water

0 50 100 200 Feet



FIGURE 3

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Sandy Doran; (563) 326-7756
Wards: 7 & 8

Action / Date
11/2/2016

Subject:

Resolution approving the contract for professional engineering and specialty field services for the Robin Creek and Northpark Basins – Phase 1 with RJN Group. The project amount is not-to-exceed \$209,000 and funded in CIP #30023 in bonds abated by sewer funds. [Wards 7 & 8]

Recommendation:

Pass the resolution.

Relationship to Goals:

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

Background:

As part of the City of Davenport's ongoing efforts to improve the operation of the sanitary sewer system, Engineering staff have identified the Robin Creek and Northpark Basins for additional study. Both basins are known to contribute excess flow to the sewer system and experience basement backups. The Robin Creek and Northpark Basins are located in the north part of the City, and both sewer basins discharge into the North Duck Creek Interceptor. RJN was selected by Engineering to complete this study. RJN's work will identify and quantify the sources of excess flow in the two basins and provide recommendations for their removal.

This resolution is the approval of the contract award and is within budget.

The proposed schedule includes field work/metering beginning December 2016 through May 2017, with final report due September, 2017.

Funds for the professional engineering and specialty field services for the Robin Creek and Northpark Basins – Phase 1 with RJN Group in the amount not-to-exceed \$209,550 are budgeted in CIP #30023.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution pg 2
▣ Backup Material	Professional Services Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/26/2016 - 4:25 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:14 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:29 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for professional engineering and specialty field services for the Robin Creek and Northpark Basins – Phase 1 with RJN Group. The project amount is not-to-exceed \$209,000 and funded in CIP #30023 in bonds abated by sewer funds.

WHEREAS, as a result of the field investigations/metering and the I and I Study, provide recommendations for repairs/rehabilitation of the Robin Creek and Northpark Basins; and

WHEREAS, the work is to be performed at agreed upon prices; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa; that said Contract for Professional Engineering and Specialty Field Services for the Robin Creek and Northpark Basins – Phase 1 with RJN Group is hereby approved.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

October 21, 2016

Ms. Sandra Doran
Project Manager
City of Davenport
1200 E. 46th St.
Davenport, IA 52807

**SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING AND SPECIALTY FIELD SERVICES
FOR THE ROBIN CREEK AND NORTHPARK BASINS – PHASE 1**

Dear Ms. Doran:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the City of Davenport for engineering and field services for the Robin Creek and Northpark Basins.

PROJECT UNDERSTANDING

As part of the City of Davenport's ongoing efforts to improve the operation of the sanitary sewer system, the City has identified the Robin Creek and Northpark Basins for additional study. Both basins are known to contribute excess flow to the sewer system and experience basement backups. The Robin Creek and Northpark Basins are located in the north part of the City, and both sewersheds discharge into the North Duck Creek Interceptor. RJN was requested to provide a proposal for identifying and quantifying the sources of excess flow in those basins and providing recommendations for their removal.

PROJECT APPROACH

It is recommended that the work in these basins be spread over two phases. This proposal covers only Phase 1 of the work.

Phase 1: 2016-2017

Phase 1 would consist of flow and rainfall monitoring, flow data analysis and hydraulic model development. Preliminary locations for the estimated 7 flow meters in Robin Creek and 8 flow meters in Northpark have been identified based on City GIS and are shown on Figure 1. In addition, 4 rain gauges (two in each basin) would be installed for monitoring rainfall during the flow metering period. RJN will coordinate with City staff on the location of the rain gauges. The meters and rain gauges would be installed for a 90 day flow monitoring period.

An I/I analysis will be completed on the flow monitoring data. Based on the analysis, RJN will identify and evaluate the severity of I/I, the severity of base infiltration, and the options for reduction of the risk of backups in this area. These will probably include flow reduction measures and may also include capacity improvements and/or storage options.

Development of the skeletal models shown on Figure 1 will require additional field investigations. Manhole inspections of all structures along the proposed model route to confirm pipe diameters and connectivity would be performed as well as inspection and confirmation of all double out structures. Sub-centimeter locates of manhole rim elevations along the model route would also be collected. Many of the structures on the model route are in back yards and along creeks, with difficult access and potentially limited GPS connectivity. Figure 1 shows the proposed flow meter locations and model route.

Flow and Rainfall Monitoring

EQUIPMENT

RJN owns hundreds of meters from many different manufacturers that are leaders in the industry. After site investigations, RJN will determine the best technology to be used to measure the flow at the selected locations. Flow parameters collected will include, but are not limited to, crown-mounted ultrasonic depth, submerged peak velocity, and submerged pressure depth for redundancy and surcharge conditions.

Each meter will be fitted with a telemetry unit that will allow off-site wireless collection of the data. A specialized sector of RJN, the Data Group, will be collecting the data on a regular basis through the use of the telemetry units.

The rain gauges to be used will be a Texas Instruments tipping bucket with a Telog RG-32 recorder and telemetry unit. These are calibrated to total the amount of rainfall in inches every five minutes while in operation.

Any and all components may need to be replaced at any time. Since the probes are located in the sewers, they are typically the most likely item needing replacement. The meter also includes batteries and desiccant that need to be replaced on a regular basis. As part of this proposal, RJN will provide and install any of these needed items in order for the meters to remain in service and will, in addition, cover the wireless charges for each site.

METER MAINTENANCE AND CALIBRATION

The meter equipment requires regular maintenance. This proposal includes routine maintenance and necessary corrective maintenance that may be identified by the data analyst during the weekly review cycle. If the data analyst identifies a maintenance need based on the data from the meter and RJN field crew will be dispatched to perform the required maintenance. This could be an immediate

need where there is a risk of losing data or it could be a “next visit” need such as batteries starting to run low.

The standard calibration schedule for short-term meters (less than 6-month duration) is once on install, once within two weeks of install, and every 4-5 weeks thereafter. The calibration includes manual depth and velocity readings taken by the field staff to confirm that the meter is reading to manufacturer’s operating standards. As part of this proposal, RJN will take full responsibility for all needed maintenance and calibrations.

Data Management and Analysis

RJN utilizes a host software support application program for remote wireless flow meter and rain gauge data collection. On a weekly basis, all data recorded and stored in the meter is collected by the host system. The system utilizes a client/server architecture to store all project flow and rainfall data. On a weekly basis, flow meter measurements are posted to the web site for viewing by authorized parties.

Web module software allows any networked computer (with the appropriate access rights) access to the data stored using a common web browser (e.g. Microsoft Internet Explorer). The web module enables the users to view the data and download it in Microsoft Excel format.

The RJN data group reviews the flow monitoring and rainfall data at least once per week. The analysis of the data includes the identification of data gaps, hydraulic anomalies, and meter/gauge performance issues. Any equipment service needs will be immediately conveyed to the RJN field service crews. The data is processed and edited in accordance with the field confirmations to produce final data sets for each site. The final data is posted when completed.

Data analysis will include determination of normal dry weather flows within each basin as a baseline. Wet weather flow analysis will include correlation of system hydrographs and scattergraphs to measured rainfall. The correlation of flow response to rainfall will allow for the projection of system response to rainfall events not observed during the monitoring period.

Field Data Collection

RJN will perform inspections of manholes along the model routes in Robin Creek and Northpark. These inspections will be used to collect pipe diameters and rim-to-invert measurements, as well as to confirm connectivity for the model. In addition, the condition of each manhole will be assessed to provide recommendations for structural rehabilitation and I/I source removal.

RJN will subcontract McClure Engineering, East Moline, IL, to collect the sub-centimeter manhole rim elevations for the manholes along the model route.

Hydraulic Model

RJN will create a hydraulic model of each basin using Bentley's SewerGEMS software. The basis for the model network will be developed from the asset inventory in GIS and the field collected data. Flow data from the monitoring period will be used to calibrate the model to actual storm events.

The performance of the existing system will be evaluated, and any areas with bottlenecks, downstream control, or other capacity restrictions will be identified. The results of Phase 1 will be the prioritization of areas for further SSES investigation in both Robin Creek and Northpark based upon the flow data analysis and model results. The investigations in these areas will be performed in the next phase of the project.

Project Management and Reporting

RJN will provide project management throughout the duration of the project. A Phase 1 report will be provided for the City documenting the work completed and recommendations for additional sanitary sewer investigations in the two basins. The flow metering and modeling analysis will be included in the Phase 1 report. Rehabilitation recommendations will not be included in the Phase 1 report, but will be included in the Phase 2 report with those investigations and recommendations.

Contingency

Contingency will be used, upon City approval, for additional work, including additional meters, meter-days, meetings, survey, or manhole inspections.

Phase 2: 2017-2018

The recommendations for further sanitary sewer investigations from Phase 1 will be addressed in Phase 2, which is not a part of this proposal. These investigations may include additional manhole inspections, smoke testing, televising, and dyed water flooding and would identify the location and severity of excess flow sources, or defects. Based on the defects found during the investigations, RJN would provide the City with specific recommendations for rehabilitation or further investigation, if needed, in the Robin Creek and Northpark Basins.

SCOPE OF SERVICES

Our proposed scope of services for Phase 1 in the Robin Creek and Northpark Basins is as follows:

TASK 1 – FLOW AND RAINFALL MONITORING

1. Provide the rental of 15 flow meter units with, at a minimum, one velocity sensor and dual depth sensors with data telemetry for the 90 day duration of the project. Provide the rental of 4 rain gauges for the 90 day duration of the project.
2. Investigate targeted sites for flow meter and rain gauge installation. Determine the meter

sites that are hydraulically suitable for flow monitoring. Prepare Investigation Site Reports for approval by the City.

3. Prepare flow meters and rain gauges for installation. Install 15 meters and 4 rain gauges at approved locations.
4. During installation, calibrate each flow meter by taking manual depth and velocity measurements and comparing with meter readings. Perform tipping tests on rain gauges.
5. Provide standard traffic control measures (portable signs and cones) at each site in or near a roadway. If additional traffic control is needed it will be specifically requested from the City.
6. Prepare the host system for handling the flow data and posting the data for viewing by City staff. Review the data at least twice per week during the “settling in” period, once per week thereafter, and report any equipment service needs to the field crews.
7. Take a second round of calibration measurements within two weeks of installation. Utilize the calibrations to adjust the data and prepare final data sets.
8. Provide flow meter and rain gauge maintenance as necessary to keep meters in proper operation for the duration of the monitoring period. Calibrate each meter at least two additional times within the 90-day flow monitoring period.
9. Procure spare parts and replacement equipment, such as batteries, probes, and desiccants, as needed to keep flow meters and rain gauges working and within operating standards.
10. Perform final calibration measurements at each site (for a total of 5 calibrations per site) and remove the flow meters and rain gauges.

TASK 2 – FLOW DATA HANDLING AND ANALYSIS

1. Process the collected raw data. Analyze the processed data for wet- and dry-weather flow patterns. Create scattergraphs and hydrographs for each meter and verify that flow readings balance with upstream and downstream meters.
2. Perform a dry-weather flow analysis including:
 - Diurnal variations in dry-weather flow;
 - Unit flow rates for tributary service area/populations
 - Discussion of base infiltration
3. Perform an inflow and infiltration analysis, including:
 - Determination of excess flows;

- Regression analysis for peaking factor prediction;
- Analysis of scattergraphs and hydrographs; and
- Capacity analysis including downstream control and surcharging assessment.

TASK 3 – FIELD DATA COLLECTION

Manhole Inspections

1. Perform manhole inspection, as described below, of up to 200 manholes in Robin Creek and Northpark basins, with up to 50 (25%) assumed to require additional effort, either due to difficult access or requiring full descent. The remaining 150 (75%) are assumed to be standard surface manhole inspections.
2. Provide equipment and personnel as necessary for manhole inspections.
3. Use handheld electronic data collection equipment for collecting manhole inspection data.
4. Complete surface manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined:
 - a. Mapping grade GPS locate of manhole;
 - b. Manhole diameter;
 - c. Manhole material;
 - d. Pipe invert measurements;
 - e. Connecting pipe diameter(s);
 - f. Connecting pipe material(s); and
 - g. Connecting pipe flow direction.
5. Identify and document manhole condition, including:
 - a. Direct evidence of I/I;
 - b. Open pickholes in lid;
 - c. Frame and adjusting ring condition, including needed adjustments and chimney seals;
 - d. Corbel condition and defects;
 - e. Wall condition and defects; and
 - f. Trough and bench condition and defects.
6. Take a minimum of four digital photographs at each manhole structure, including:
 - a. Surrounding area;
 - b. Manhole cover;
 - c. Topside - looking down; and
 - d. Manhole frame.

7. FOR FULL-DESCENT MANHOLE AND SPECIAL STRUCTURE INSPECTIONS: Provide all tasks above as well as perform a confined space entry, full-depth inspection. Provide additional digital photographs and observations of the bench and trough as well as of all pipe connections.
8. Provide data analysis as follows:
 - a. Compile field data and develop a complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method, and estimate an associated cost for each defect.

Manhole Rim Survey

1. Survey grade (sub-centimeter) X, Y, and Z locations of accessible collection system manholes will be captured. The GIS mapping will be delivered in the NAD 83, NAVD 1988, Iowa South Zone, State Plane Coordinate system.
2. Control/localization points shall be occupied as a quality control check, and relocalization/recalibration on those points may be necessary. GPS metadata including longitude/latitude and post-processed horizontal accuracy will also be included.

TASK 4 – HYDRAULIC MODEL

1. Create the hydraulic model network from the City's geospatial data. Utilize field-collected structure, pipe, and connectivity data, including structure locations and rim elevations; structure and pipe invert elevations; and pipe dimensions and materials.
2. Distribute dry-weather flows throughout the model utilizing metered data and geospatial parcel data.
3. Assign wet-weather flow parameters using the RTK method and observed wet-weather flows.
4. Calibrate the model to observed dry-weather periods and wet-weather events according to the guidelines recommended in the Urban Drainage Group's *Code of Practice for Hydraulic Modeling*.
5. Simulate design storm events, and identify the location and causes(s) of surcharging and/or capacity limitations.
6. Simulate proposed scenarios, including alternatives for flow reduction and/or capacity improvements to alleviate identified capacity deficiencies.

TASK 5 – PROJECT MANAGEMENT AND REPORTING

1. Provide project management services for the duration of the project. Attend up to two meetings with City staff.
2. Provide the City with up to two hard copies and an electronic copy of a summary Phase 1 draft report documenting:
 - a. Flow metering activities, analysis summary and recommendations;
 - b. Model development, scenarios and recommendations.
 - c. Recommendations for SSES activities in Phase 2.
3. Address City comments on draft and submit up to two hard copies and an electronic copy of the Phase 1 final report.
4. Manhole inspection activities, findings, and rehabilitation recommendations will not be included in the Phase 1 report, but will be included in the Phase 2 report.

TASK 6 – CONTINGENCY

1. Contingency will only be used upon approval from City staff.
2. Potential items to be covered by the contingency task include, but are not limited to, additional meetings requested by the City, additional field verification, or additional monitoring locations or time.
3. Additional work that is an extension of an existing task will be billed in the same manner as the original task. Work related to the project that is not an extension of an existing task will be performed on a time and material basis at the rates listed in the Fee Summary.

ITEMS REQUESTED FROM CITY

1. Access to the manholes for site inspections.
2. Traffic control assistance as needed for high traffic areas.
3. Four secured sites for rain gauge installations. These can be lift stations, public works facilities, or other public buildings in the area.

PROPOSED SCHEDULE

RJN is prepared to begin work immediately upon contract approval.

Key Project Dates:

- Manhole Inspections (weather permitting): December 2016 - May 2017
- Survey (weather permitting): December 2016 - May 2017
- Flow metering: approximately March 15, 2017 – June 15, 2017
- Hydraulic Model: February 2017 – September 2017
- Report: July 2017 – October 2017

PROPOSED FEE

The proposed scope of services will be invoiced on a percent complete or unit basis using the fee schedule below with a not-to-exceed maximum billing of \$209,550.

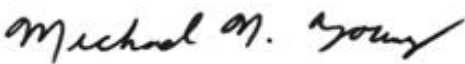
Task	Description	Rate	Unit	Quantity	Total
1	Flow and Rainfall Monitoring				
	1A Meters (15 meters, 3 months)	\$ 2,550	per mtr/month	45	\$ 114,750
	1B RG (4 RG, 3 months)	\$ 450	per RG/month	12	\$ 5,400
2	Data Analysis	\$ 7,000	LS	1	\$ 7,000
3	Field Data Collection				
	3A Manhole Inspection - Diff	\$ 150	per mh	50	\$ 7,500
	3B Manhole Inspection - Std	\$ 100	per mh	150	\$ 15,000
	3C Survey	\$ 55	per mh	180	\$ 9,900
4	Hydraulic Model	\$ 18,000	LS	1	\$ 18,000
5	Project Mgmt/Report	\$ 22,000	LS	1	\$ 22,000
6	Contingency	\$ 10,000	LS	1	\$ 10,000
TOTAL					\$ 209,550

Use of the contingency funds, if applied to an existing unit rate task, will be applied at the same unit rate as shown. Other uses of contingency funds will be on a time and material basis, and the following rates will be used:

Project Director	\$225
Project Manager	\$165
Project Engineer	\$115
Engineering Intern	\$100
Data Analyst	\$90
GIS	\$80
Field Manager	\$80
Field Technician	\$70
Clerical	\$70

It is our pleasure to submit this proposal to the City of Davenport. Please feel free to contact Karol at (630) 682-4700 x 386 if you would like to discuss this proposal in detail. We appreciate the opportunity to continue providing the City with professional services on this important project.

Sincerely,
RJN Group, Inc.

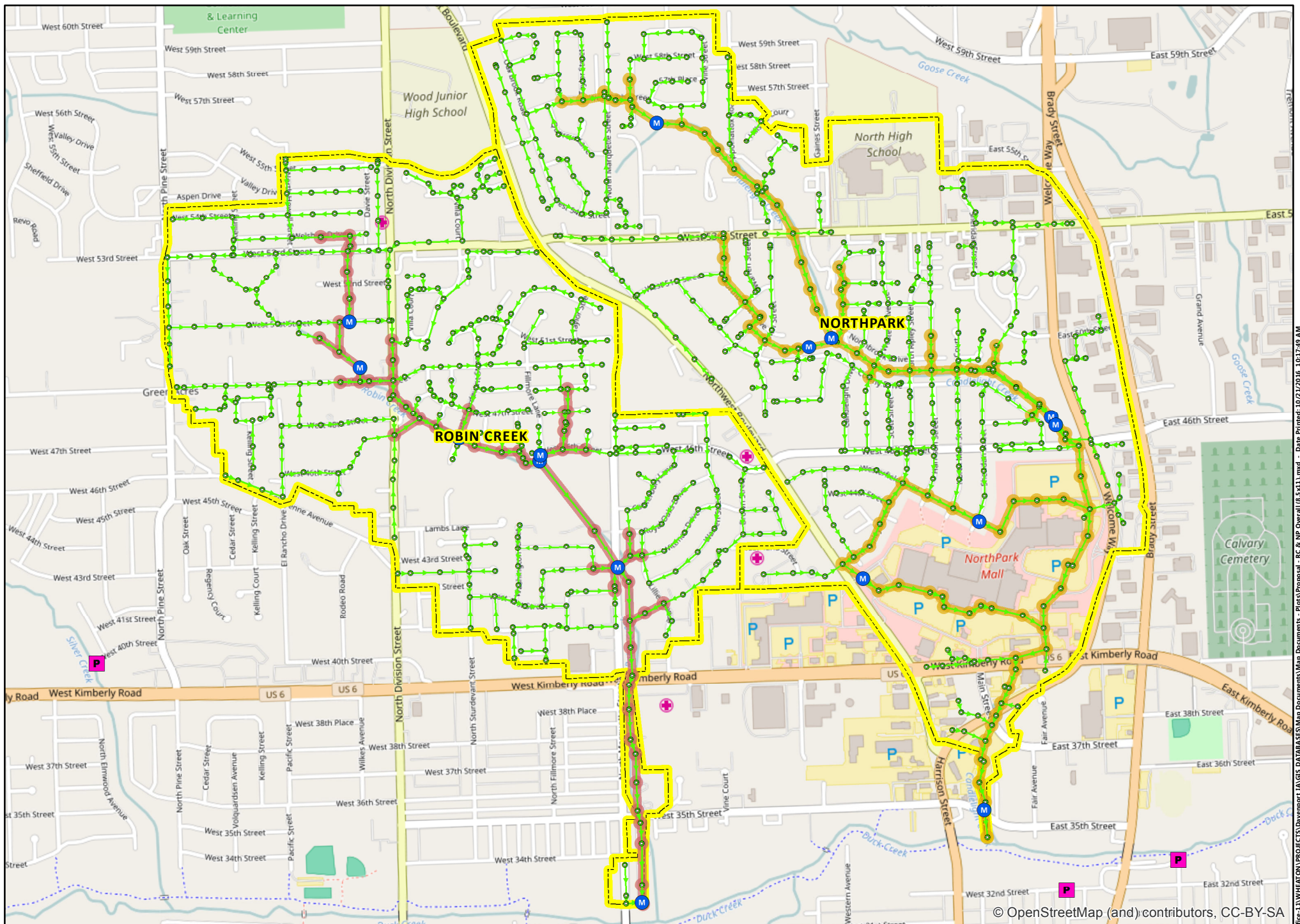


Michael N. Young, P.E.
Principal



Karol G. Giokas, P.E.
Project Manager

Enclosure



© OpenStreetMap (and) contributors, CC-BY-SA



City of Davenport

Agenda Group:
Department: Engineering
Contact Info: Lesley Eastlick; (563) 326-7729
Wards: 5

Action / Date
10/19/2016

Subject:

Preliminary resolution covering the FY17 Alley Repair Program. A petition to resurface the alley between Colorado Ct and Dover Ct from Tremont Ave to Carey Ave was submitted by 75% of the abutting property owners. The estimated cost is \$15,000 budgeted in CIP #35017. The City will be reimbursed half of the project's costs from the homeowners through assessment. [Ward 5]

Recommendation:

Pass the resolution.

Relationship to Goals:

Enhance quality of life.

Background:

This program involves the resurfacing of deteriorated alleys. A resident or business owner must petition the City to have their alley reconstructed with full-depth concrete or resurfaced with hot mix asphalt (HMA) through the Alley Repair Program. This is an assessment program where 50% of the total cost to reconstruct or resurface the alley is paid for by the City and the other 50% is paid for by the adjacent property owners. The resident or business that requests to have their alley reconstructed or resurfaced would have to obtain signatures of over 50% of the owner-occupied property adjacent to the alley on a petition prepared by the City.

A petition to resurface this alley was received from 3 of the 4 homeowners abutting the alley located between Colorado Ct and Dover Ct from Tremont Ave to Carey Ave. The repair is estimated at \$15,000 budgeted in CIP #35017. The City will be reimbursed half of the project's costs from the homeowners through assessment.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/24/2016 - 4:48 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:15 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:28 AM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

PRELIMINARY RESOLUTION covering the FY17 Alley Repair Program. A petition to resurface the alley between Colorado Ct and Dover Ct from Tremont Ave to Carey Ave was received by 75% of the abutting property owners. The estimated cost is \$15,000 budgeted in CIP #35017. The City will be reimbursed half of the project's costs from the homeowners through assessment.

WHEREAS, it is deemed advisable and necessary to resurface a certain alley in the City of Davenport, Iowa described as follows:

- 1) Between East Colorado Street and East Dover Court, from Tremont Avenue to Carey Avenue.

WHEREAS, the Code of Iowa requires that the City Council arrange for engineering services when an assessment project is involved: and

WHEREAS, all property within the block of the improvement (limited to only those properties adjacent to each side of the improvement) be considered as specially benefited from the improvement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Engineering Division of the City of Davenport be employed as Engineer in connection with the proposed alley repair program and may be thereafter referred to as the "Project Engineer," and that the Project Engineer be directed to prepare preliminary plans, plats, schedules, estimates and do other engineering and assessment work as required to complete the above-referenced program; and

BE IT FURTHER RESOLVED that hereafter this improvement will be called the Alley Repair Program.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Tom Leabhart; (563) 526-7729
Wards: 2

Action / Date
11/2/2016

Subject:

Resolution granting permission to Central Scott Communications to install a buried communications system in the City right-of-way along Fairmount Street from 81st to 83rd Streets and along 83rd from Fairmount to Northwest Boulevard. Agreement Reference No. 2016-F22. [Ward 2]

Recommendation:

Pass the resolution.

Relationship to Goals:

A growing local economy.

Background:

Central Scott Communications has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total length of fiber is approximately 2,190 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the agreement. The Agreement Reference number is 2016-F22.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Exhibit	Location Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/26/2016 - 5:02 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:26 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:30 AM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Central Scott Communications to install a buried communications system in the City right-of-way along Fairmount Street from 81st to 83rd streets and along 83rd from Fairmount to Northwest Boulevard. Agreement Reference No. 2016-F22.

WHEREAS, Central Scott Communications (The Owner) has submitted a request (Agreement Reference #2016-F22) to construct buried communications cable in City right-of-way along Hillandale Road from 81st Street to 83rd Street and along 83rd Street from Hillandale Road to Northwest Boulevard, a total distance of approximately 2,190 feet as shown on the attached map; and

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

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

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

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

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

Passed and approved this 9th day of November, 2016

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

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

RESOLUTION NO. 2016-_____

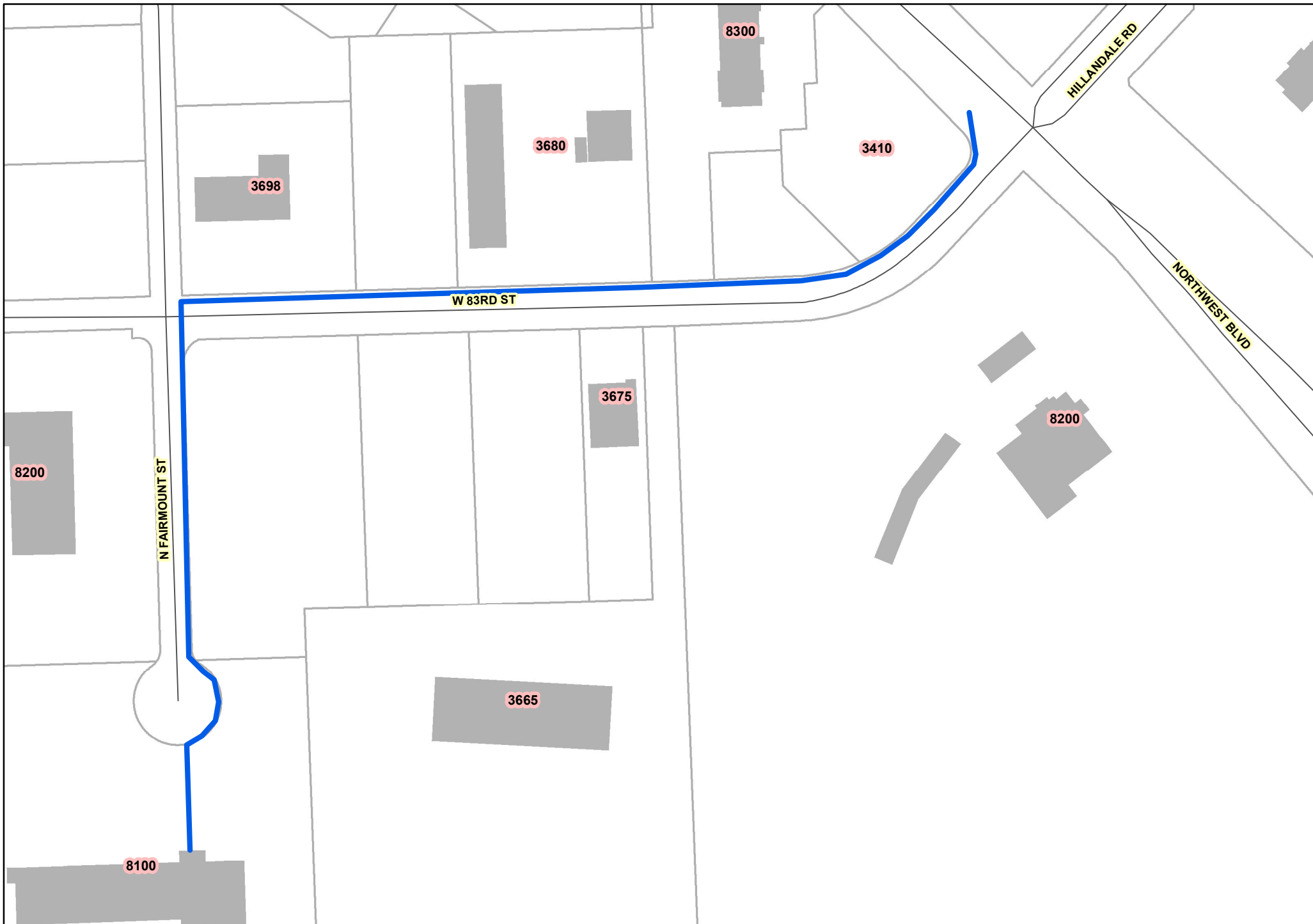
Central Scott Communications

Name: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

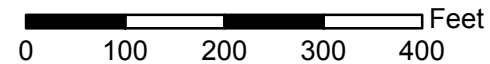
Notary Public



Proposed Fiber Optic Route

2016 - F22

Map Date: 10/25/16



City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Mike Atchley; (563) 327-5149
Wards: 1 & 3

Action / Date
11/2/2016

Subject:
Resolution setting a public hearing to grant MidAmerican Energy Company an underground electric easements at Emeis Park and north of the Modern Woodmen Stadium. [Wards 1 & 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Welcome Investment

Background:
In 2015 MidAmerican Energy Company was ask to run electricity to the tower at Emeis Park. It was understood that an easement would be provided. Staff is now seeking Council's approval of an underground electrical easement.

At the Modern Woodmen Stadium MidAmerican Energy is working on a project to increase reliability to the transformers serving the Le Claire Park band shell and other riverfront services. Approximately 1,200' of new cable in conduit will close the underground loop between two existing transformers located on the 2nd floor of Modern Woodmen Stadium and east of S. Ripley Street on the north side of Beiderbecke Drive. This will allow for faster restoration times in the event of a cable failure or outage. The existing underground cable is located near the berm of the outfield at Modern Woodmen Stadium and is difficult to locate and repair.

ATTACHMENTS:

Type	Description
▣ Cover Memo	RESOLUTION for Public Hearing
▣ Cover Memo	Emeis Park-Easement Document
▣ Cover Memo	Modern Woodmen Easement Document
▣ Cover Memo	Emeis Park-Underground Electric Easement PLAT
▣ Cover Memo	Notice of Hearing

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/27/2016 - 11:20 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:23 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:30 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLUTION authorizing the City Council to hold a public hearing for the granting of underground electric easements to MidAmerican Energy Company on city property at two locations; Emeis Park and north of Modern Woodmen Stadium.

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City of Davenport requested electric service for the cell tower located at Emeis Park.

WHEREAS, MidAmerican Energy Company has a project to increase reliability to transformers located on the 2nd floor of the Modern Woodmen Stadium.

WHEREAS, the cell tower at Emeis Park and the increase reliability to transformers located on the 2nd floor of the Modern Woodmen Stadium benefit the City of Davenport.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that that a public hearing should be held November 16th to allow public to object or comment on the granting of underground electric easements to MidAmerican Energy Company on city property at two locations; Emeis Park and north of Modern Woodmen Stadium.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, City Clerk

Prepared by and return to: Dawn M. Carlson 563.333.8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350-DAV4, Davenport, Iowa 52808

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>051-14</u>	State of	<u>Iowa</u>
Work Req. No.	<u>DR2446336</u>	County of	<u>Scott</u>
Project No.	<u>A1115</u>	Section	<u>20</u>
		Township	<u>78</u> North
		Range	<u>3</u> East of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **Board of Park Commissions of the City of Davenport, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

The North Half of the Northwest Quarter and the Southwest Quarter of the Northwest Quarter and the West Fifteen (15) acres of the Southeast Quarter of the Northwest Quarter of Section Twenty (20), Township 78 North, Range 3 East of the 5th P.M., subject to easement granted to American Telephone and Telegraph Company of Iowa, as recorded at Page 62 of Book 78 of Land Deeds in the Office of the Recorder of Scott County, Iowa; subject also to the rights of the public highways.

And also:

The East 25 acres of the Southeast Quarter of the Northwest Quarter; the East 25 acres of the Northeast Quarter of the Southwest Quarter, the East 25 acres of the Southeast Quarter of the Southwest Quarter, all in Section Twenty (20), Township 78 North, Range 3 East of the 5th P.M.; subject to the rights of the public in highways; containing 75.753 acres, more or less; and subject to easements of record.

EASEMENT AREA:

An underground electric easement being Ten (10) feet wide by Two Hundred Seventy Three (273) feet long, more or less, described as follows:

Being a part of the Southeast Quarter of Section 20, Township 78 North, Range 3 East of the Fifth Principal Meridian in Scott County, Iowa; more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section; Thence along the East line of the Southwest Quarter, North 01 Degrees 11 Minutes 36 Seconds West, a distance of 1284.14 feet; Thence, South 88 Degrees 16 Minutes 07 Seconds West, to the West Right of Way Line of Emeis Park Drive, a distance of 30.00 feet to the point of beginning; Thence, continuing South 88 Degrees 16 Minutes 07 Seconds West, a distance of 272.58 feet; Thence, North 00 Degrees 26 Minutes 22 Seconds West, a distance of 10.00 feet; Thence North 88 Degrees 16 Minutes 07 Seconds East to the West Right of Way of said drive, a distance of 272.44 feet; Thence, along the West Right of Way of said drive, South 01 Degrees 11 Minutes 36 Seconds East, a distance of 10.00 feet, to the point of beginning.

As shown on Exhibit "A" – Attached as shown hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, re-cutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor and Grantee each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any dispute arising under this easement, it is agreed between the parties that the law of the State of Iowa will govern the interpretation, validity and effect of this easement without regard to the

place of execution or place of performance thereof. To the fullest extent permitted by law, Grantor and Grantee each hereto waive any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this easement. Grantor and Grantee each further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Prepared by and return to: Dawn M. Carlson 563.333.8150
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO Box 4350-DAV4, Davenport, Iowa 52808

**MIDAMERICAN ENERGY COMPANY
UNDERGROUND ELECTRIC EASEMENT**

Folder No.	<u>083-16</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>DR2473119</u>	County of	<u>Scott</u>	
Project No.	<u>A1115</u>	Section	<u>35</u>	
		Township	<u>78</u>	North
		Range	<u>3</u>	East of the 5 th P.M.

1. For and in consideration of the sum of One and no/100---Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) City of Davenport, Iowa, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, maintain, replace or remove underground conduits, wires and cables for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary equipment incident thereto (collectively "Facilities") under and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

All of the land bounded on the North by West River Drive and all the land bounded on the East by Ripley Street and all the land bounded on the South by Beiderbeck Drive and all the land bounded on the West by Gaines Street excepting the North 300' therefrom, containing 6.1 acres a/k/a Municipal Stadium, located in Scott County, Iowa. (Parcel No. L0020-21A)

EASEMENT AREA:

An underground electric easement described as follows:

The North Ten (10) feet of the East Four Hundred and Fifty (450) feet of the above referenced tract of land.

See Exhibit A – attached as shown hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants, undergrowth, buildings, fences and structures that interfere with the proper operation and maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants or other objects on the Easement Area described above or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Additionally, when Grantor provides or installs duct/conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area.

6. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless the Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

7. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter of dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

9. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this ____ day of _____, 2016.

City of Davenport, Iowa

By: _____

Name Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2016,

by _____ as _____

of City of Davenport, Iowa.

Signature of Notary Public

EXHIBIT "A"

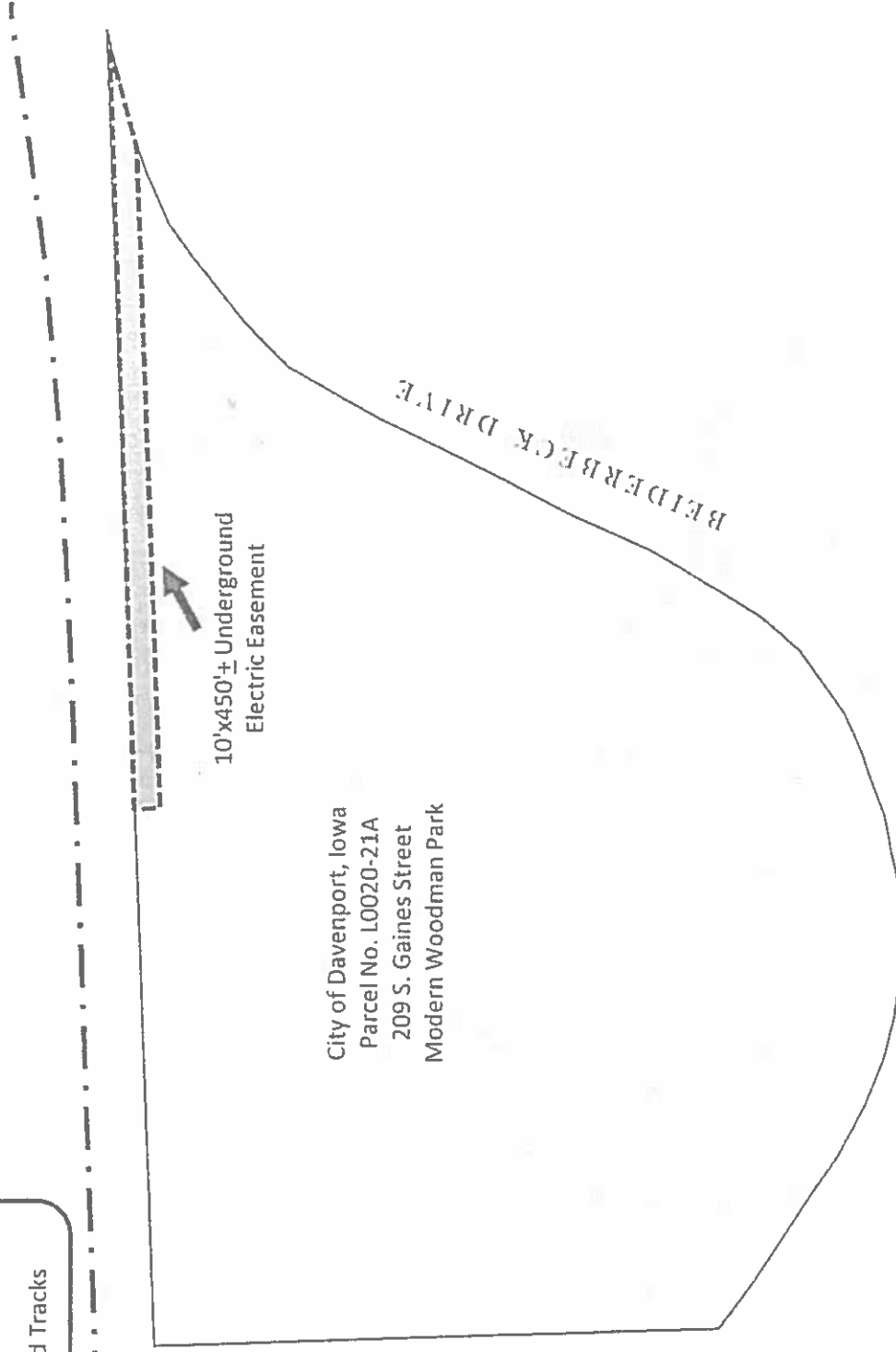
EASEMENT AREA:
The North Ten (10) feet of the East Four Hundred Fifty (450) feet of Parcel No. L0020-21A.

Legend:



- Easement Area

- Railroad Tracks



ROW Agent: DMC

Job Desc: Underground Electric Distribution Easement

Customer: City of Davenport, Iowa

Address: 226 W. 4th Street

City: Davenport, Iowa 52801

DR # 2473119

Date: October 13, 2016

Sec 35, T 78 N, R 3 E, 5th PM

Scale: Not to Scale

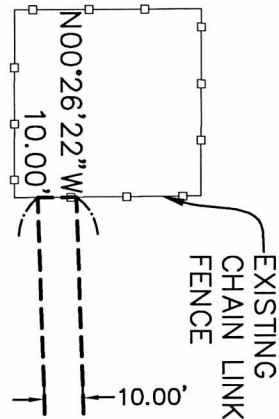
Folder #: 083-16



EASEMENT PLAT

PART OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 78 NORTH,
RANGE 3 EAST OF THE 5TH P.M., SCOTT COUNTY, IOWA

FOUND CUT "X" IN
PAVEMENT AT THE
NORTHEAST CORNER OF
THE SOUTHWEST QUARTER
SECTION 20 T78N R3E
PER CITY OF
DAVENPORT



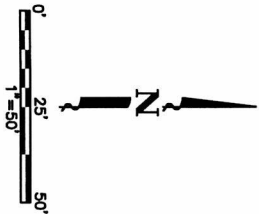
N88°16'07"E 272.44'
272.58'
S88°16'07"W 302.58'

P.O.B.

10.00'
S01°11'36"E
1353.17'

EMEIS PARK DRIVE
30' RIGHT OF WAY
PER CITY PLAT BOOK

N01°11'36"W 1284.14'
EAST LINE OF THE SOUTHWEST
QUARTER SECTION 20



LEGEND

- FOUND AS NOTED
- EASEMENT LINE
- RIGHT OF WAY LINE
- SECTION LINE

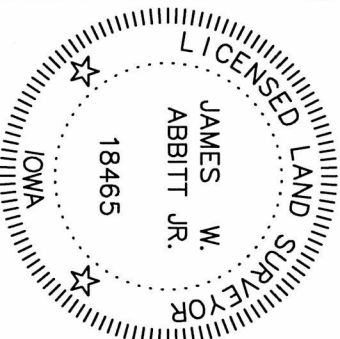
Prepared for :
Dawn Carlson
Right of Way Services-DAV4
PO Box 4350
Davenport, IA, 52808

LEGAL DESCRIPTION

BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 78
NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN SCOTT COUNTY,
IOWA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID
SECTION; THENCE, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER, NORTH
01 DEGREES 11 MINUTES 36 SECONDS WEST, A DISTANCE OF 1284.14 FEET;
THENCE, SOUTH 88 DEGREES 16 MINUTES 07 SECONDS WEST, TO THE WEST
RIGHT OF WAY LINE OF EMEIS PARK DRIVE, A DISTANCE OF 30.00 FEET TO THE
POINT OF BEGINNING; THENCE, CONTINUING SOUTH 88 DEGREES 16 MINUTES 07
SECONDS WEST, A DISTANCE OF 272.58 FEET; THENCE, NORTH 00 DEGREES 26
MINUTES 22 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE, NORTH 88
DEGREES 16 MINUTES 07 SECONDS EAST, TO THE WEST RIGHT OF WAY OF SAID
DRIVE, A DISTANCE OF 272.44 FEET; THENCE, ALONG THE WEST RIGHT OF WAY
OF SAID DRIVE, SOUTH 01 DEGREES 11 MINUTES 36 SECONDS EAST, A DISTANCE
OF 10.00 FEET, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED EASEMENT CONTAINS 2725 SQUARE FEET, MORE OR LESS
FOR THE PURPOSE OF THIS DESCRIPTION THE EAST LINE OF THE SOUTHWEST
QUARTER OF SECTION 20 IS ASSUMED TO BEAR NORTH 01 DEGREES 11 MINUTES
36 SECONDS WEST.



I hereby certify that this land surveying document was
prepared and the related survey work was performed by
me or under my direct personal supervision and that I
am a duly licensed Land Surveyor under the laws of the
State of Iowa.

Signature: James W. Abbitt Jr.

Date 4-9-15 Reg. No. 18465

My license renewal date is December 31, 2016.
Pages or sheets covered by this seal:

THIS SHEET ONLY.

MidAmerican Energy
PO Box 3006
STOUC CITY, IA, 51102

REVISIONS		DATE
NO.	ITM	

DRAWN BY:	JLR
CHECKED BY:	JMA
DATE:	3/20/15



EASEMENT PLAT	
PART OF THE S.W. 1/4 OF SEC. 20 T78N R3E	DAVENPORT, IOWA
JOB NUMBER: 148E-01-13-11-176	

Notice of Hearing

On a Resolution to Grant MidAmerican Energy Company Underground Electric
Easements on City Property

Notice is hereby given that at 5:30 P.M., on Wednesday, November 16, 2016, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on a RESOLUTION granting underground electric easements to MidAmerican Energy Company across city property located at the following described locations:

Emeis Park - An underground electric easement being Ten (10) feet wide by Two Hundred Seventy Three (273) feet long, more or less, described as follows:

Being a part of the Southeast Quarter of Section 20, Township 78 North, Range 3 East of the Fifth Principal Meridian in Scott County, Iowa; more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section; Thence along the East line of the Southwest Quarter, North 01 Degrees 11 Minutes 36 Seconds West, a distance of 1284.14 feet; Thence, South 88 Degrees 16 Minutes 07 Seconds West, to the West Right of Way Line of Emeis Park Drive, a distance of 30.00 feet to the point of beginning; Thence, continuing South 88 Degrees 16 Minutes 07 Seconds West, a distance of 272.58 feet; Thence, North 00 Degrees 26 Minutes 22 Seconds West, a distance of 10.00 feet; Thence North 88 Degrees 16 Minutes 07 Seconds East to the West Right of Way of said drive, a distance of 272.44 feet; Thence, along the West Right of Way of said drive, South 01 Degrees 11 Minutes 36 Seconds East, a distance of 10.00 feet, to the point of beginning.

Modern Woodmen Stadium – The north ten (10) feet of the east four hundred fifty (450) feet of parcel L0020-21A

At said hearing any interested person may file written objection or comments with respect to the proposed granting MidAmerican Energy Company underground electric easements on city property.

Jackie E. Holecek
Deputy City Clerk

Davenport, Iowa
November 10, 2016

Publish once November 10, 2016
QUAD-CITY TIMES

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Sandy Doran;(563)326-7756
Wards: 1, 4, 5 & 6

Action / Date
11/2/2016

Subject:
Resolution approving the contract for professional and field services for inspection and assessment of manholes with Midwest Water Group, Inc. in the amount not-to-exceed \$30,690 budgeted in CIP #30018. [Wards 1, 4, 5 & 6]

Recommendation:
Pass the resolution.

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

Background:
Many of the manholes of the sanitary collection system are structurally deficient and allow for inflow and infiltration. Manhole assessments are needed in order to develop the rehabilitation program. As part of the City of Davenport's ongoing efforts to improve the operation of the sanitary sewer system, Engineering staff using recommendations from Inflow and Infiltration studies have identified the Fourth Street Sewer Basin and Kirkwood Basins for this assessment program. Midwest Water Group's work will identify the condition for each manhole. Depending on each manhole MACP rating, they will be added to the annual Manhole Rehabilitation/Replacement annual program.

This resolution is the approval of the contract award and is within budget.

The proposed schedule includes field work/manhole assessments beginning December 2016 through March 2017, with final report due in March, 2017.

Funds for the Contract for Professional Services/Field Services for inspection and assessment of manholes with Midwest Water Group, Inc. in the amount not-to-exceed \$30,690. Budgeted in CIP #30018 in bonds abated by sewer funds.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	map identifying basins for assessment
▣ Backup Material	consultant professional services agreement

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/26/2016 - 4:45 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:22 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:29 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for professional and field services for inspection and assessment of manholes with Midwest Water Group, Inc. in the amount not-to-exceed \$30,690 budgeted in CIP #30018.

WHEREAS, as a result of Inflow and Infiltration studies, recommendations were made for further investigations/assessments of manholes; and

WHEREAS, the work is to be performed at agreed upon prices; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa; that said Contract for Professional Services/Field Services for inspection and assessment of manholes with Midwest Water Group, Inc. is hereby approved.

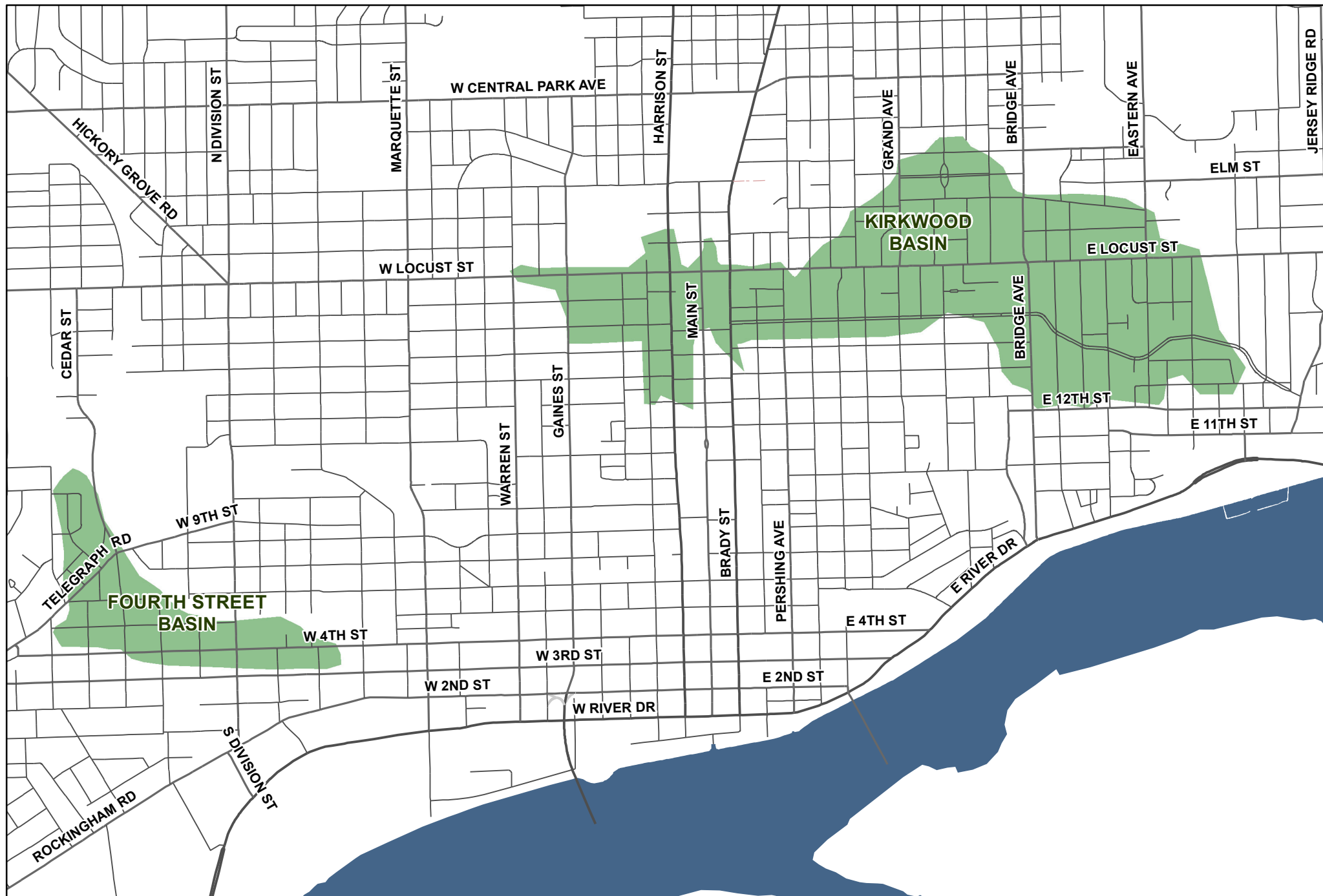
Passed and approved this 9th day of November, 2016.

Approved:

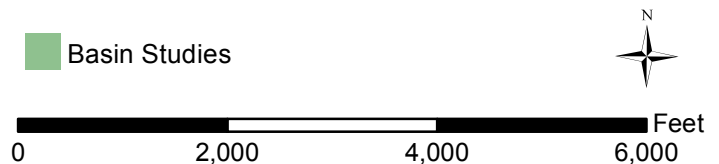
Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk



Fouth Street & Kirkwood Sewer Basins





October 24, 2016

Sandra Doran
Project Manager – Engineering Division
City of Davenport
Public Works Department
1200 E. 46th Street
Davenport, IA 52807

RE: PROPOSAL FOR PROFESSIONAL SERVICES, FIELD SERVICES FOR INSPECTION AND ASSESSMENT OF MANHOLES

Dear Mrs. Doran

Midwest Water Group is pleased to submit this proposal to the City of Davenport (Utility) for Manhole Inspections Services.

Midwest Water Group is a Professional Services Company performing asset inspection, assessment and data collection services. Our understanding is that the Utility intends to investigate and perform condition assessment on a significant number of sanitary sewer manholes in order to assess the condition of the manholes and help prioritize repairs and maintenance activities in an effort to comply with federal, state and local requirements and improve system performance during rain events.

This **Proposal** is being submitted as follows:

- Project Scope
 - Project Reasoning
 - Project Overview
 - Assumptions and Services Provided by the Utility
 - Equipment Used
 - Safety Procedures
- Example Deliverables
- References and Similar Projects
- Proposed Project Schedule and Personnel Tree
- Proposal Fee

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact us with any questions regarding this proposal.

Respectfully submitted,

A handwritten signature in cursive script, reading 'Michelle Harrod'.

Michelle Harrod
NASSCO Inspector & President

A handwritten signature in cursive script, reading 'Chad Smeltzer'.

Chad Smeltzer
Dukes Midwest - Account Manager

Project Scope:

Reasoning

As an integral part of your CMOM program, inspection and condition assessment of your assets is imperative to prioritizing areas of your system that are prone to maintenance issues or can cause SSO's or other problems in violation of the Clean Water Act.

To enable informed management decisions to ensure the long-term desired level of service, a comprehensive evaluation of the collection system is essential. Typically, conventional Closed Circuit Televised (CCTV) methods are used to inspect collection systems and prioritize the segments/areas needing corrective action, i.e. debris removal, grease and/or root abatement, repair/rehabilitation, or replacement. However, approximately 60-70 percent of the collection system (depending upon age of the system) operates as intended and needs no corrective action. As a result, funds and valuable time/resources are wasted gathering data on those portions of the system that are functioning properly.

Our approach is to utilize technology to quickly and accurately triage your collection system in order to prioritize those areas in need of further inspection, immediate rehabilitation or preventative maintenance. Using high resolution digital 360 degree camera, mapping grade GPS units with data correction services, and acoustic pipeline assessment technology; we will quickly and effectively assess/certify all accessible manholes, collect relative system information, and perform cursory pipeline inspections to eliminate the areas of the collection system working properly.

Overview

Kick Off and Pre-project Needs:

Services will commence with the Utility providing any current maps, GIS database or coordinates for any known assets in the area to be inspected and assessed. Priority to working in wet conditions during the project will be made with every effort to give us the best opportunity to assess the impact of Inflow and Infiltration during typical rain events.

If a GIS compatible map is not available, or if asset ID numbers need to be created, there will need to be discussion and a number schema created.

A project superintendent will be assigned to your project and will be present at kick off meeting, organizing crew(s), reviewing field data, reporting missing structures or access problems, coordinating special traffic control needs, and overall communications between Utility and Midwest Water Group personnel.



Survey:

PROPOSED SCOPE OF SERVICES

1. Complete approximately **341** NASSCO MaCP Level 2 full descent inspections utilizing digital manhole camera system as outlined in manhole scope of services
2. Complete manhole rehabilitation documents including:
 - a. Finalizing list of manholes requiring rehabilitation and submit to Utility
 - b. Prepare manhole rehabilitation documentation to be included in specification package including repairs required per structure and location maps
 - c. Assist Utility in preparing contract documents and detailed specifications for repair projects
 - d. Prepare summaries of rehabilitation quantities, probable construction costs and provide electronic files to prospective bidding contractor by repair type
 - e. Assist in preparing bid package for manhole rehabilitation needs including location maps of manholes to be repaired, electronic video files and PDF reports
 - f. Attend pre-bid meeting to answer contractor questions, train contractors on using video player and report data (if requested and agreed on in advance of project start date)

Manhole Inspection – Scope of Services

- 1.) Provide all equipment and personnel as required to complete inspections
- 2.) Provide at least (1) one NASSCO certified inspector onsite during inspection
- 3.) Complete inspection using Panoramio 360 SI digital scanning camera equipment to perform full Level 2 MACP inspections including all required attributes such as wall diameter, pipe types and diameters, chimney depths, frame/cover dimensions, and all other Level 2 MACP fields. Any additional fields not listed on the MACP Level 2 can be added as required by the Utility with advanced notice prior to start of project
- 4.) Provide all data in Access, Excel and Pipelogix (read-only) format, all digital .IPF scan files, software required to view IPF video files all backup and PDF reports including attribute information and defect picture reports in an external hard drive and online FTP format.



- 5.) Provide repair recommendations, budget estimates, conditional assessments based on 0-good, 1-average, 2-high and 3-severe priority status.
- 6.) Group all repair recommendations into categories

Data Delivery:

Work completed will be uploaded on a weekly basis to a shared FTP server with the Utility and regular progress meetings will take place throughout the project to address any concerns, challenges or other major defects observed. Final data will be delivered according to Utility preference, or by external hard drive. Detailed reports will be delivered as per the scope of service with summary reports as per the following scope:

Summary Report – Scope of Services

- 1.) Organize all data from individual field services into a comprehensive summary report for each service area.
- 2.) Submit color copies and a pdf of draft report.
- 3.) Address Utility comments on draft report and revise.
- 4.) Submit color copies of final report. Provide one digital copy of final report files, data, GIS geodatabases, and photographs.
- 5.) Consolidate summary report into language for the annual program executive summary.

Assumptions and Services Provided by the Utility

ITEMS REQUESTED FROM UTILITY

1. Any current collection system maps available in electronic GIS geodatabase or paper format (as applicable)
2. Notification through media or other appropriate medium, as required by Utility as well as providing proper identification credentials and/or letter on Utility letterhead authorizing Midwest Water Group as onsite Consultant for Utility for the duration of project
3. Provide traffic control as agreed on in advance of starting project unless arrangements are made for Midwest Water Group to use outside contracting services for traffic control

4. Asset ID numbers (if available) for each manhole structure. If no asset ID's have been assigned, collectively create naming schema for asset identification numbers.
5. If structures or segments cannot be located, the Utility will provide personnel to help identify structures or mark them with paint or flags. Lists of unfound structures will be submitted to the Utility on a weekly basis (or as appropriate) for locating.

Equipment Used

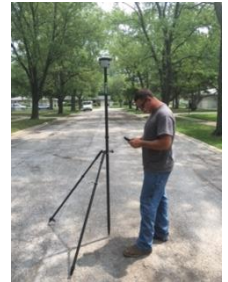


CAMERA TECHNOLOGY:

Rapid View Panoramo 360 SI digital camera. Offers 360 degree digital scanning of manhole structures. Provides four deliverable outputs: 360 degree perspective, unfolded view, geometric view and CAD output with Northing (optional to be determined by you and requested prior to start of project). All files are delivered on external hard drive.

GPS TECHNOLOGY:

We utilize the leading provider's equipment in the industry for mapping grade GPS coordinates using the most current data correction services to insure GPS accuracy. The unit we use is the Trimble R2 GNSS receiver and Trimble's unity software which allows us to deliver the system map to you in several formats including shape (.shp) file, .csv and ESRI Personal Geodatabase (.gdb)



DIGITAL FILM FILES:

These will be organized and delivered in two ways. We will provide one combined file with all manhole scans and we will separate the scans into independent files which will offer you the opportunity to grant access and view ability to future contractors for work. The value of this is substantial. Allowing bidding contractors to view the structures they are bidding for repair puts all contractors on the same page and typically lowers the cost to the customer.



SOFTWARE TECHNOLOGY:

With a project of this scope, it will be imperative that data is collected and organized in such a manner that it is intuitive and simple to navigate for CMT. Our firm utilizes the RapidView Panoramo 360 SI camera system in conjunction with Pipelogix Manhole software to present the inspection data in a software format that has the ability to print reports. Pipelogix is a MACP certified software and fulfills the requirements of Access DB exportable information standard. This will be supplied for all inspections





Safety Procedures

We take safety very seriously. We feel it is a reflection of our commitment to our employees, a reflection of your selection in a service provider and the right thing to do for the general public. As a result, we will adhere to the following protocols:

- Utilize vehicles with emergency lighting at all times
- Use traffic safety cones around manholes
- Use arrow boards or flaggers when needed (at additional cost to be determined in collaboration with Utility)
- Train personnel in confined space entry & self-rescue, work place first aid and traffic control including documentation of all required confined space entries.
- Require a minimum of a two-person crew at all times for safety assurance
- Wear proper PPE (personal protection equipment) including a class III reflective safety vest for all work.
- Perform safety audits of our crews, perform monthly safety training meetings and regular review of safety practices
- Adhere to Utility's specific safety requirements (to be determined) including wearing proper identification badges

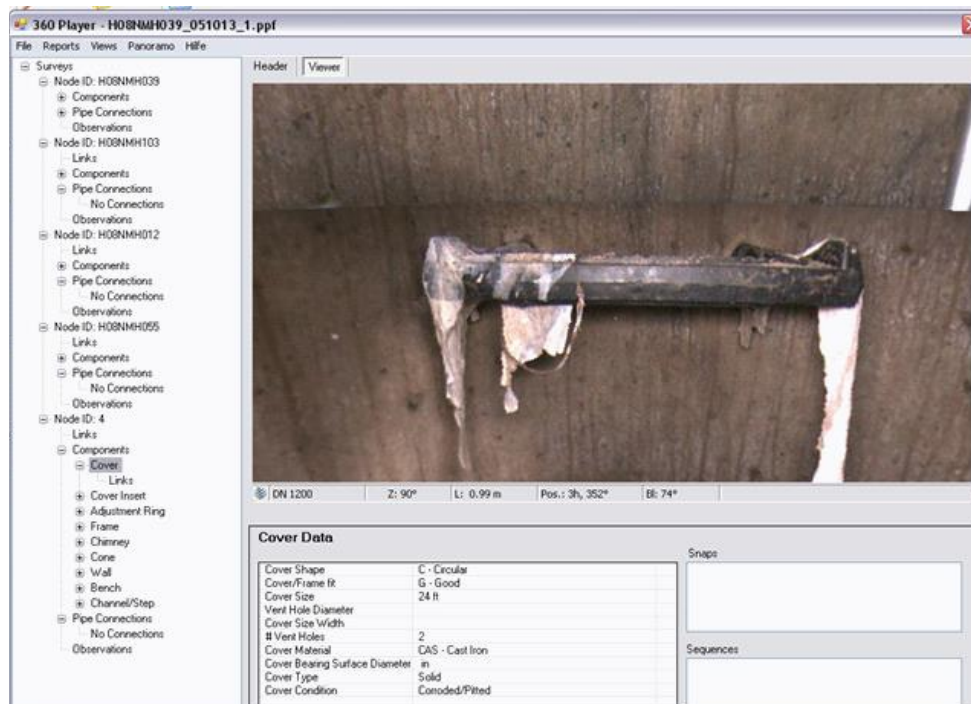
Example Deliverables:

MANHOLE INSPECTION FILES:

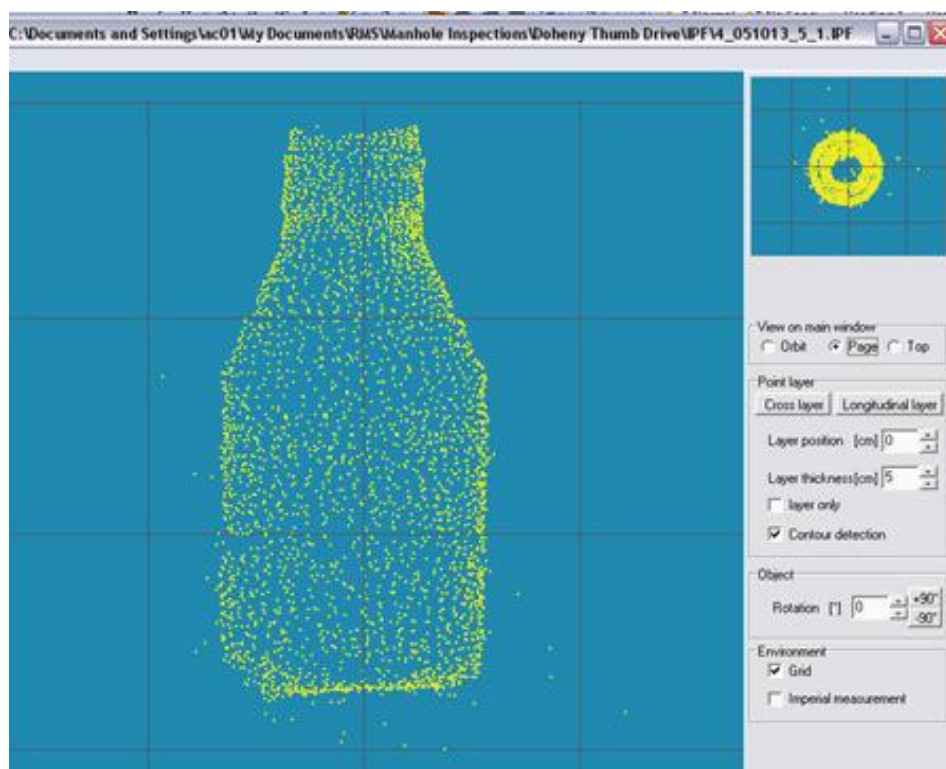
Utility will receive numerous imaging and files with the manhole inspection deliverables including video files, viewer software, PDF survey reports of MACP field inspections, GPS coordinates (if required), .MDB (Access) and .CSV (Excel) file exports for field upload, and summary repair recommendations.

Sample Images

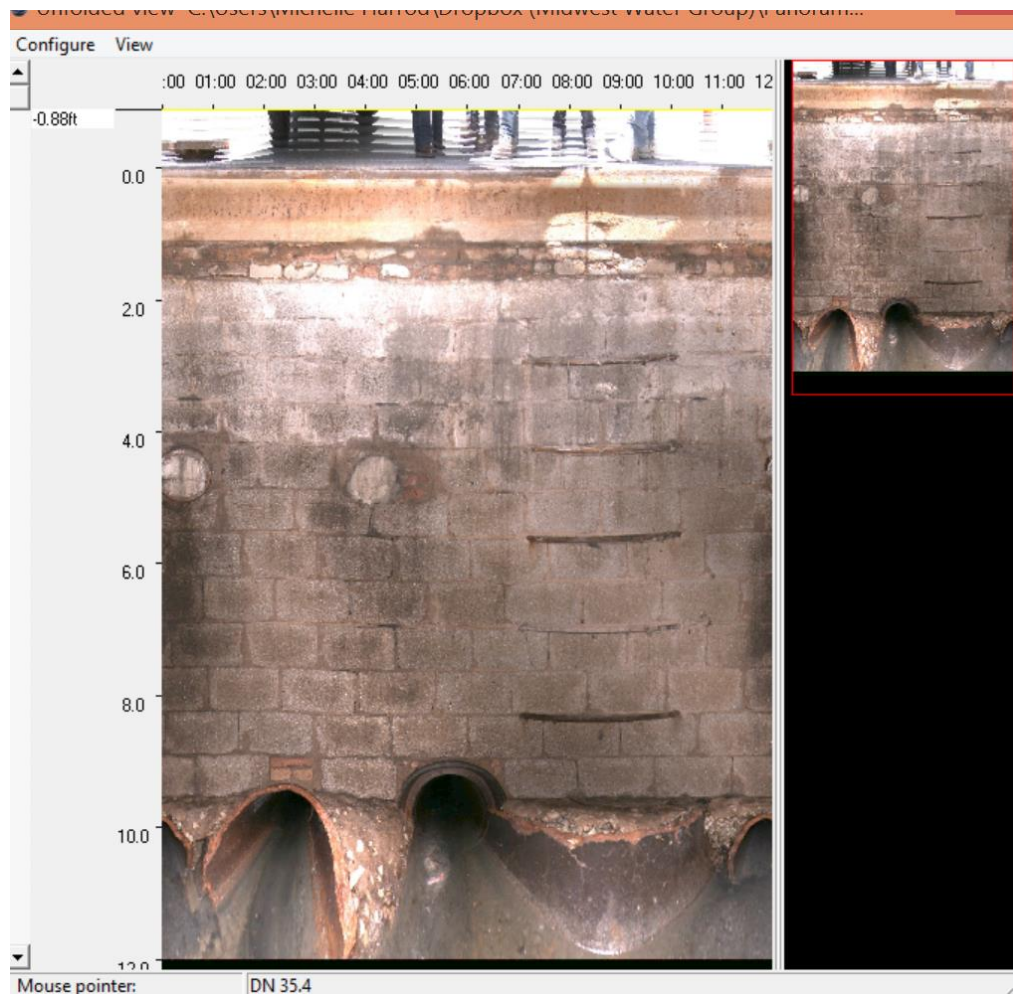




Panorama 360 SI Viewer



Point Cloud Viewer



Unfolded Viewer

References:

Tony Conn
Collection Systems & Pumping Supervisor
City of Naperville
1200 W. Ogden Ave
Naperville, IL 60563

connt@naperville.il.us
Office: 630-305-5537

Project Description: Working on 3rd year of manhole inspections using Panorama 360 SI camera. First two phases consisted of scanning manhole structures in the busy downtown Naperville area. We successfully worked with Naperville to set up traffic control, quickly scan structures with limited to no interruption to traffic.

Ray Schwab
Civil Engineer
Village of Lombard
255 E. Wilson Ave
Lombard, IL 60148

schwabr@villageoflombard.org
Office: 630-620-5979

Project Description: Working on 2nd year of manhole inspections using Panorama 360 SI camera. The first phase primarily consisted of manholes located in back yards (up to 280' off of the road access) and in hard to reach areas. We successfully scanned over 90% of these structures using the Panorama camera. We are currently undergoing a SL-RAT program as well in Lombard.

Ziad Kary, PE
Project Manager
Environmental Partners Group
1900 Crown Colony Drive, Suite 402
Quincy, MA 02169

zfk@envpartners.com
Office: 617-657-0283

CLIENT: Town of Plymouth, Mass.

Project Description: Working on 2nd year of manhole inspections using Panorama 360 SI camera. The first phase primarily consisted of manholes located in the busy downtown and coastal areas.

Other Projects of Note

Lansing, IL – undergoing 2nd year of manhole inspections as well as 1st year of SL-RAT

South Palos Sanitary District, Palos Park, IL – completed entire system survey with many structures located in back yards

Knoxville, TN – completed manhole inspections in mountainous and back yard areas. Completed inspections previously abandoned by other contractor

Itasca, IL – just completed 1st year of 10 year consecutive manhole inspection project using Panorama 360 SI camera

Proposed Project Schedule & Personnel Tree:

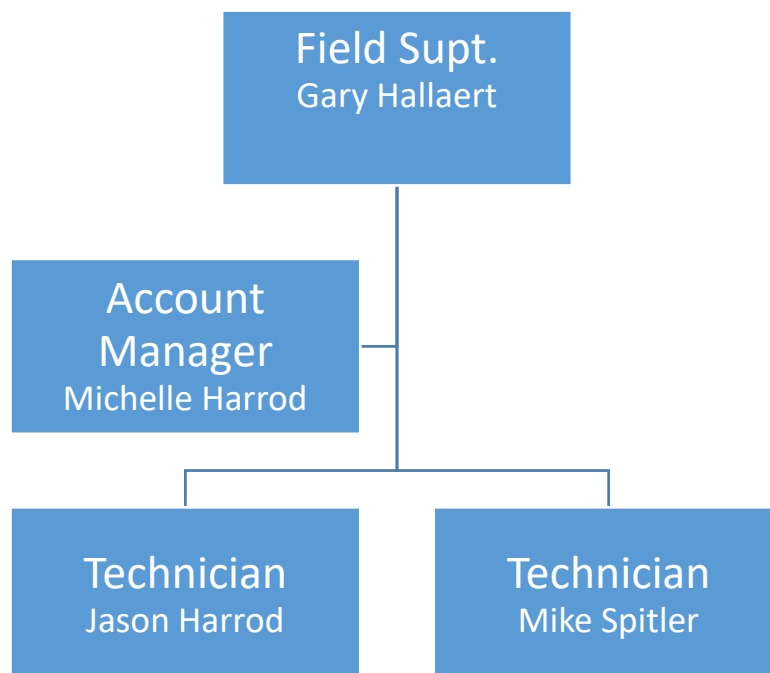
Schedule:

We offer the following schedule for each task required on proposed consulting services agreement:

- **Project Start Date:** To be determined
- **Hold Kick-Off Meeting:** To be determined
- **Field Work:** 4-5 weeks after kick off meeting
- **Deliverables:** 2-3 weeks after completion of field work

Personnel Tree:

The chart below outlines the **Project Team** to be used during the project. Two-person project teams will be used at all times in the field and a project manager and account manager will be assigned to you. This is the tentative Project Team proposed for this project.



Proposed Project Fee:

Midwest Water Group offers the following unit pricing for the following services:

- Manhole Inspections, MACP Level 2,
Condition Assessment \$90/MH
(client requires tripod for all easement structures)
- Manhole Repair Recommendations, Specification
Assistance, Contractor Pre-Bid Meetings and other
consulting services Included

Task	Unit Price	Unit	# Units	Total Cost
Manhole Inspections – Level 2 NASSCO MACP Assessment **GIS Integration w/software Option \$4000 for license & installation by mfg.	\$90.00	EA	341	\$30,690
Total				\$30,690

Work will be billed monthly on a unit price and percent complete (as appropriate) basis with an estimated total fee not to exceed \$_____ without written approval from Utility.



Insurance:

Midwest Water Group maintains a GL and WC policy with \$2,000,000 aggregate. A current Certificate of Insurance can be provided upon request.

ACCEPTANCE OF PROPOSAL

To commence within 30 days of awarding this contract, or upon an agreed start date.

Signed,

Signed,

PRINT _____

Authorized Agent of Utility

Michelle Harrod

President, Midwest Water Group, Inc.

(Woman Owned Business Enterprise)

City of Davenport

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

Action / Date
11/2/2016

Subject:
Resolution authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly Sanitary Sewer Project, CIP #30028.
[Ward 7]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
The project involves the replacement of approximately 400-feet of existing 8-inch sanitary main from manhole DN-33-25 to manhole DN-33-23 including reconnection of existing services. The project is located south of West Kimberly Road and west of Harrison Street. The existing pipe is approximately 20 feet deep and is in poor condition. The existing southern portion of the sewer segment is located within 10 feet of an existing building and is proposed to be realigned to the west to provide adequate room for construction excavation and future maintenance activities.

The project is located within easements on two parcels of land that are privately owned. The northern parcel has a recorded 50 feet utility easement but requires a temporary construction easement for construction activities. This temporary easement has been acquired by staff. The southern parcel will require a permanent sewer easement along the new sewer alignment and a temporary easement for construction ingress/egress. After unsuccessful attempts with the property owner and in preparation for condemnation an appraiser has been hired to determine just compensation for the permanent sewer easement and the temporary construction easement for ingress/egress.

ATTACHMENTS:

Type	Description
□ Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/26/2016 - 1:44 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 11:31 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:48 AM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by City Council of the City of Davenport.

RESOLUTION authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly Sanitary Sewer Project, CIP #30028.

WHEREAS, the City council has authorized the Kimberly Sanitary Sewer Project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires additional easements to be acquired in accordance with the approved plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing specifically provide and confer prior authority and approval to the acquiring agency to condemn and/of commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for easements necessary for this project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City Engineer or his representative is hereby authorized and approved to acquire the necessary easements required for the construction of said public improvement by means of condemnation, and may commence with condemnation proceedings, as may be necessary.

Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Amy Kay; (563) 327-5160
Wards: 7

Action / Date
11/2/2016

Subject:

Resolution approving a creek bank stabilization project for Candlelight Creek in the area near 46th and Main Street (depicted on the attached map), approving a budget amendment for the project, waiving assessment to the abutting properties, and authorizing staff to design and execute the project with an anticipated cost of \$125,000. [Ward 7]

Recommendation:

Pass the resolution.

Relationship to Goals:

Enhance Quality of Life

Background:

This project is to repair damages and unstable banks of Candlelight Creek within a privately owned residential area.

Design of the stream bank stabilization and program management will be completed by Clean Water staff with quality assurance inspections being completed by Engineering Division Staff. The work will be conducted by Sewers Division staff.

The anticipated cost for this project will be in the amount of \$125,000.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	10/27/2016 - 12:05 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 12:05 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 12:08 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLUTION approving a creek bank stabilization project for Candlelight Creek in the area near 46th and Main Street (depicted on the attached map), approving a budget amendment for the project, waiving assessment to the abutting properties, and authorizing staff to design and execute the project with an anticipated cost of \$125,000.

WHEREAS, the 2014 Davenport Stormwater Manual has been incorporated into the Davenport Municipal Code in accordance with Chapter 13.34.020 of said Code and,

WHEREAS, Section 10, Private Stream Management, of the 2014 Davenport Stormwater Manual limits the amount of the City's contribution to streambank stabilization projects on private property to 50% of the total cost of such projects and,

WHEREAS, the City Council has expressed a desire to waive the City's contribution limits on certain projects;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that Section 10, Private Stream Management, of the 2014 Davenport Stormwater Manual is hereby waived, and that the full cost of the stabilization of Candlelight Creek from 46th Street to Main Street shall be borne by the City of Davenport, such cost being estimated at \$125,000.00 premised on the following conditions:

1. That all of the affected property owners provide written consent for the City or its agents to perform the work.
2. That all of the affected property owners dedicate all necessary easements for the City or its agents to perform the work, as well as any future stream bank maintenance. The consent agreement shall contain a clause whereby property owners agree not to seek compensation from the City for the use of such easements either during construction or for future maintenance.

BE IT FURTHER RESOLVED: that any costs for this project in excess of the estimated amount shall be approved in accordance with the City of Davenport Purchasing Policy Manual.

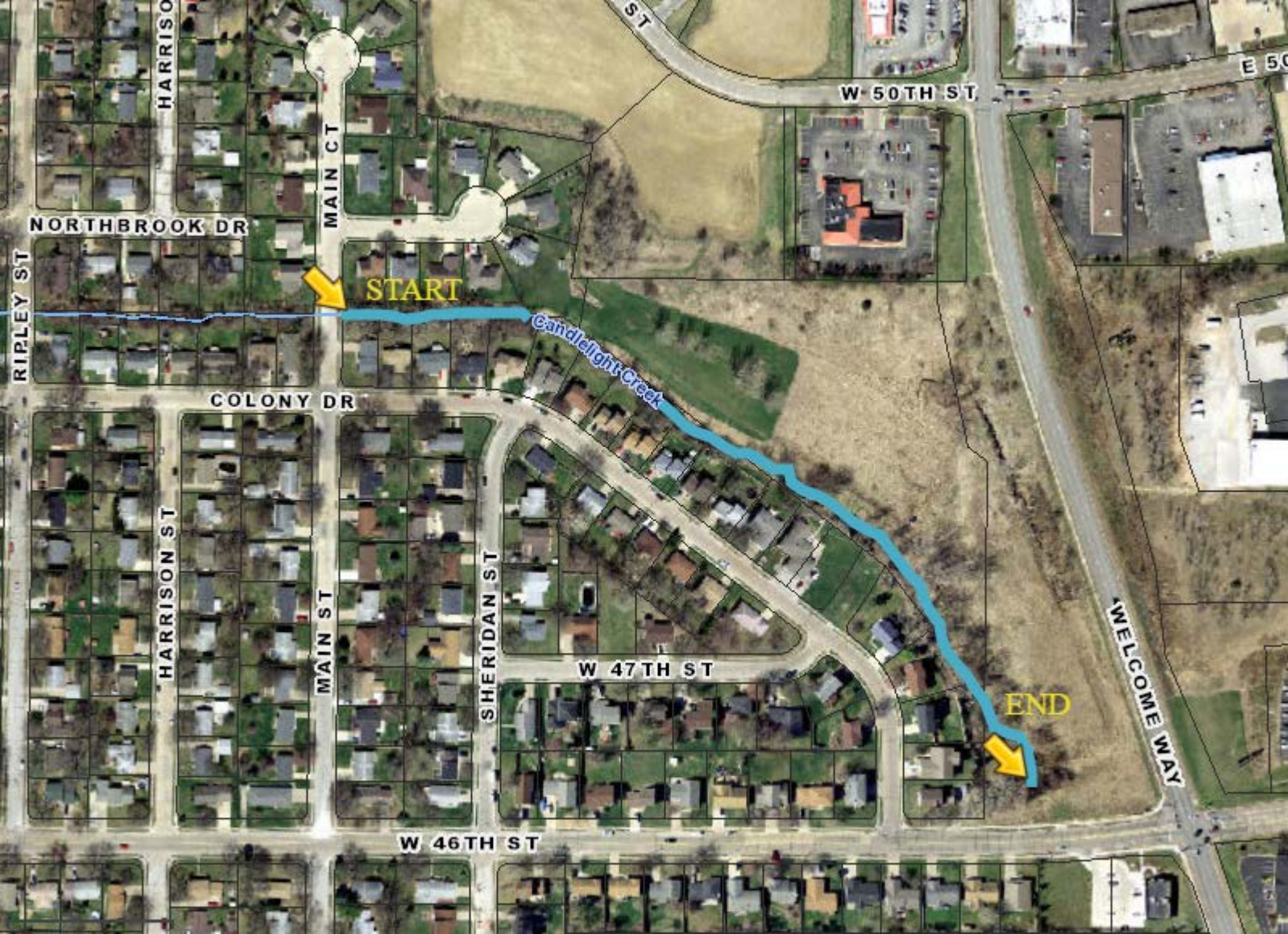
Passed and approved this 9th day of November, 2016.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk



HARRISON ST

ST

W 50TH ST

E 50

NORTHBROOK DR

MAIN CT

START

Candlelight Creek

COLONY DR

HARRISON ST

MAIN ST

SHERIDAN ST

W 47TH ST

W 46TH ST

END

WELCOME WAY

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Clay Merritt; (563)-888-3055
Wards: 4

Action / Date
11/2/2016

Subject:
Motion approving the contract for the purchase of cameras and an integrated wireless solution to CDW-G of Chicago, IL in the amount of \$53,633 budgeted in CIP #10173. [Ward 4]

Recommendation:
Approve the motion.

Relationship to Goals:
Well-Protected Community

Background:
The City is looking to implement a long-range Public and Traffic Safety Camera program and to ensure the correct technological solutions are utilized a pilot program was commissioned. The site of the pilot is Washington Street from Locust to Clay Street. Cameras will be placed along intersections throughout this area.

This contract is for the procurement of cameras and an integrated wireless solution for the pilot program; video management software, installation and configuration will be handled separately. The items included in this contract were cooperatively bid through the NJPA (National Joint Powers Alliance).

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 12:41 PM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 12:42 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 12:42 PM

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Jim Odean 326-7739
Wards: All

Action / Date
10/5/2016

Subject:

Third Consideration: Ordinance amending Chapter 5.15 entitled "Tobacco Sales" so that the ordinance reflects the recent changes to the tobacco industry and also reflects the changes made to the State of Iowa's program. [All Wards]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Financially Responsible City Government

Background:

The City of Davenport administers cigarette permits on behalf of the State of Iowa. Recently, the state has broadened its licensing from simply tobacco to include vapor, nicotine, and cigarettes to reflect the changes in the tobacco and cigarette industry. The change in definition will incorporate all of the emerging tobacco products being introduced such as e-cigarettes, hookahs, and vaping juice along with the more traditional cigars, cigarettes, and smokeless tobacco.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Amending 5.15 Tobacco

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	10/27/2016 - 3:29 PM

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 5.15 ENTITLED "TOBACCO SALES"

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

Chapter 5.15 CIGARETTE, TOBACCO, ALTERNATIVE NICOTINE OR VAPOR PRODUCTS

Sections:

5.15.010 Permits.

The City of Davenport administers cigarette, tobacco, alternative nicotine and vapor products permits on the behalf of the State of Iowa. No person shall engage in the business of a retailer of cigarette, tobacco, alternative nicotine and vapor products at any place or business without first having received a permit as a cigarette, tobacco, alternative nicotine and vapor products retailer. No permit shall be issued for the sale of cigarette, tobacco, alternative nicotine and vapor products at retail in the city except to applicants who shall be engaged in one or more of the following listed occupations and shall be so engaged otherwise than incidentally or as an adjunct to some other occupation not so listed:

- A. The retail grocery business;
- B. The retail drug store business;
- C. The retail cigarette, tobacco, alternative nicotine and vapor products business;
- D. The sale of malt beverages under a class B license;
- E. The restaurant business;
- F. The hotel business;
- G. The operation of a private club;
- H. The operation of a gasoline filling or service station;

It shall be provided, nevertheless, that nothing contained in this chapter shall prevent the issuance of a permit for the sale of cigarette, tobacco, alternative nicotine and vapor products at retail to any applicant who is now the holder of any such permit or who shall purchase the goodwill of any business conducted by any person who is the present holder of such a permit. (Ord. 2012-332 (part); prior code § 2-44).

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Frank Klipsch
Mayor

Attest: _____

Jackie Holecek, MMC
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Jim Odean 326-7739
Wards: All

Action / Date
10/5/2016

Subject:

Third Consideration: Ordinance amending Chapter 5.17.010 entitled "License Required" to exclude businesses where retail sales is an ancillary function of the primary business. [All Wards]

Recommendation:
Adopt the ordinance

Relationship to Goals:
Business Friendly Community

Background:

The City of Davenport requires a retail business license from all businesses that sell tangible personal property to the ultimate consumer. There are many businesses in Davenport whose main business is not retail sales; however, they are being required to obtain a retail license for selling prepackaged potato chips, bottled pop or water, t-shirts, shampoo, or nail polish; and in most cases, the entity obtains another license from the City or another governing body.

By excluding these businesses, we will provide a more business-friendly environment and allow staff to administer the license more consistently to the businesses where the license is appropriate. Below is a breakdown of how many businesses this change will impact.

Business Type	Count
Bar / Restaurant / Food service	78
Hair	60
Nails	22
Tanning	6
Tattoo	6
Coffee	5
Mortuary	4
Club	3
Massage	2
Ballroom	1
Grand Total	187

ATTACHMENTS:

Type	Description
☐ Ordinance	Ordinance Chapter 5.17.010 License Required

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	10/27/2016 - 11:55 AM

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 5.17.010 ENTITLED "LICENSE REQUIRED"

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

5.17.010 License required.

A. Retailer or Grocer. No person shall engage in or conduct any business as a retailer or grocer without first having procured a retail license. For the purposes of this section "retailer" means every person engaged in the business of selling tangible personal property to the ultimate consumer.

Retailer does not include the following:

1. Furnishing of utilities including: gas, electricity, water communication service
2. Tickets or admission to places of amusement or athletic events. (Ord. 82-158 § 38: Ord. 79-1203 § 4 (part): prior code § 14-104 (part)).
3. Businesses where retail sales is a minimal part of overall business revenue. These business types include: bars, restaurants, taverns, clubs, food services, salons, barbershops, nail shops, tattoo and massage parlors and mortuaries.

B. Transient Merchants. No person shall engage in transient sales covered by this chapter without first having obtained a transient merchant license as required by this chapter. Transient merchant provisions shall not apply to, and no transient merchant license is required by the city for:

1. Persons selling or offering for sale, tangible personal property or services as a fund-raising tool in connection with an educational or religious institution, a national or state-wide social, patriotic, recreational or benevolent organization;
2. Persons selling at wholesale to retail merchants for the purpose of resale;
3. Persons selling or distributing newspapers;
4. Persons selling tangible personal property or services to business enterprises only;
5. Persons who sell or offer for sale, from their residence in the city, works of art or handcrafts created or made by such person or a member of their immediate family;
6. Persons licensed by the state to sell real estate, insurance or as transient vendors of pharmaceuticals;
7. Persons selling or distributing livestock feeds as defined by state law;
8. Persons selling or delivering tangible personal property or services through a permanent business licensed by the city;
9. Persons selling or offering for sale, tangible personal property or services at an event for which a blanket transient merchant license has been issued;
10. Persons selling or offering for sale home grown fruits and vegetables;
11. Persons selling or offering for sale tangible personal property at a garage or yard sale conducted at the residence of a person offering tangible personal property at such sale;
12. Persons conducting and selling admissions to theatricals, shows, rides, sporting events and games, concerts, circuses, carnivals or other, similar public amusements where no sales of other products not related to the public amusement are made or offered;

13. Persons selling or offering for sale food and/or beverages to or for a food service establishment licensed by the state.

Any person going door-to-door while engaged in any of the activities listed in subsection B1 through 13 shall at all times comply with the restrictions contained in subsections 5.17.030(C) and (D) and may be cited for violations thereof. (Ord. 2012-332 (part)).

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

Frank Klipsch
Mayor

Attest: _____
Jackie Holecek, MMC
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Jim Odean 326-7739
Wards: All

Action / Date
10/5/2016

Subject:

Third Consideration: Ordinance amending Chapter 10.84 entitled "Bicycles" so that the ordinance refers to the resolution which sets business license fees recommended by the Finance Director and approved by City Council. [All Wards]

Recommendation:
Adopt the ordinance

Relationship to Goals:
Financially Responsible City Government

Background:

As part of the effort to update and create more efficient municipal business licensing regulations, the establishment of bicycle license fees for residents is being removed from the bicycle ordinance which required an ordinance amendment to change, to establishment by adoption of a resolution. This practice is consistent with how business license fees are updated.

ATTACHMENTS:

Type	Description
▣ Ordinance	Ordinance amending 10.84 Bicycles

REVIEWERS:

Department	Reviewer	Action	Date
Finance Committee	Admin, Default	Approved	10/27/2016 - 11:55 AM

ORDINANCE NO. _____

ORDINANCE AMENDING CHAPTER 10.84 ENTITLED "BICYCLES"

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

Chapter 10.84 BICYCLES

Sections:

- 10.84.010 Registration and license—Required.**
- 10.84.020 Registration and licensing—Procedure.**
- 10.84.030 Alteration of stickers or numbers.**
- 10.84.040 Lamps required.**
- 10.84.050 Riding on sidewalks.**
- 10.84.060 Clinging to moving vehicles prohibited.**
- 10.84.070 Carrying excessive number of passengers unlawful.**
- 10.84.080 Careless riding prohibited.**
- 10.84.090 Single-file riding.**
- 10.84.100 Observance of traffic rules required.**
- 10.84.110 Vehicles in bicycle lanes, paths, and parking areas unlawful.**
- 10.84.120 Manner of parking restricted.**
- 10.84.130 Violation—Penalty.**

10.84.010 Registration and license - Required.

No person, being a resident of the city, shall operate any bicycle upon any street, sidewalk or other public place within the city and no person shall, within the city, let out bicycles for hire, unless the ownership of each bicycle so operated or let out for hire is registered and has a license sticker placed thereon as provided in this chapter; provided, that nothing in this section shall apply to a bicycle licensed pursuant to state law as a motor vehicle. (Ord. 77-986 (part): prior code § 8-1).

10.84.020 Registration and licensing - Procedure.

The registration and licensing of bicycles shall be accomplished as follows:

A. Application for Registration; Fee. The owner of each bicycle to be licensed shall file in the office of the city clerk an application for registration on forms provided by the city clerk, which application shall as a minimum state the applicant's name, address and telephone number and the bicycle's make, model, serial number, frame size, number of speeds and type of brakes. A registration fee set by resolution establishing licensing fees shall be paid at time of application. If the manufacturer's serial number of any

bicycle is effaced or illegible, the police department shall, on request of the owner, stamp the bicycle with a permanent distinctive number, which number shall be stated on application in lieu of the manufacturer's serial number. The clerk may furnish application forms and license stickers to any person willing to assist in the distribution thereof, in order that applicants for license may more conveniently secure such forms.

B. Application for Registration; Retailers to Furnish. Any person, firm, association, corporation, or other entity engaged in the business of retailing bicycles to residents of the city shall, prior to the removal of the bicycles from the retail premises, require the prospective owner of the bicycle to fill out an application for registration on forms provided by the city clerk. The retailer shall issue the appropriate license sticker, as provided by the city clerk, and collect the registration fee set by resolution establishing licensing fees. All such completed forms shall be delivered by the retailer to the city clerk within fourteen days of their completion, along with the registration fees collected.

C. Issuance of License. Upon the filing of application and the payment of fees, the clerk shall issue a license sticker bearing a distinctive serial number, which number shall be recorded on the application. The clerk shall keep a record of the licenses issued conveniently cross-indexed for the purpose of aiding in the recovery of bicycles lost or stolen.

D. Attachment of License Sticker. The license sticker shall be attached to the tubular frame below the seat of each registered bicycle and shall remain attached thereto until ownership of the bicycle shall change.

E. Duplicate License Stickers. In the event that any license sticker shall be lost, stolen, destroyed or mutilated, a duplicate or substitute sticker shall be applied for and be issued by the clerk upon the submission of a written statement of such loss, theft, destruction or mutilation and payment of a fee set by resolution establishing licensing fees. Such statement may be in such form and such reasonable proof of loss, destruction or mutilation shall be made as the clerk may require. The clerk shall make entries on the index kept by the clerk of any change in license number so effected.

F. Nontransferability of License. Whenever ownership of a bicycle is transferred, the license therefor shall become invalid in fifteen days. It shall be the duty of the purchaser or transferee of a bicycle to apply for a new license within fifteen days of the transfer. No license or registration shall be transferred from one bicycle to another.

G. Term of License. All licenses issued prior to March 31, 1988 shall expire as of that date. Owners of bicycles on April 1, 1988 shall obtain a valid license sticker. (Ord. 88-69 §§ 2-4; Ord. 82-52 § 1; Ord. 77-986 (part); prior code § 8-2).

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

First Consideration _____

Second Consideration _____

Approved _____

Frank Klipsch
Mayor

Attest: _____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____

City of Davenport

Agenda Group:
Department: Finance/Revenue
Contact Info: Jim Odean 326-7739
Wards: All

Action / Date
11/2/2016

Subject:

First Consideration: Ordinance amending Chapter 5.21 entitled "Vehicles for Hire in Title 5, Business Licensing and Regulation. [All Wards]

Recommendation:

Pass the ordinance.

Relationship to Goals:

Business Friendly Community

Background:

The City of Davenport currently requires all vehicles for hire, including taxi and limousine drivers, to obtain a Vehicle for Hire permit annually. The Chapter requires that drivers have automobile liability insurance, take a test and be knowledgeable of places of interest in Davenport, have a clean driving record, and not be a felon or convicted of a misdemeanor involving assault on a person.

We propose keeping the regulations of Chapter 5.21 and eliminating the Vehicle for Hire permit. Since this ordinance was enacted, the state has made it mandatory for all drivers to have liability insurance; GPS devices allow drivers to easily find all locations in Davenport and the Quad-City area. There is also a municipal exemption that allows companies with permits from other municipalities to operate in Davenport. Lastly, Uber has significantly changed the vehicle for hire business model. They perform background checks on their drivers, verify their vehicles are road-worthy, make patrons aware of fees for the transaction prior to arrival, and make sure their drivers are insured.

By removing the permit requirement, it will provide a level field for all vehicles for hire since we are currently requiring taxi and limousine services that operate in Davenport to obtain a license, but we do not require that of Uber drivers. The onus needs to be on taxi services to hire employees and provide vehicles that are not a hazard to the citizens of Davenport, which will continue to be in place with the regulations. The Iowa Department of Transportation requires that to obtain a chauffeur's license the applicant must have a clean driving record for the previous two years, and the State of Iowa requires all drivers to have liability insurance.

This ordinance duplicates regulations in place by other governmental authorities while offering no mechanism to enforce compliance. Ultimately, businesses offering an unsatisfactory vehicle for hire service will go out of business due to market pressures. Staff recommends that Council approve the updates to this section.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance Amending 5.21

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:15 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:15 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:44 PM

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 5.21 ENTITLED "VEHICLES FOR HIRE"

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

Chapter 5.21 VEHICLES FOR HIRE

Sections:

- 5.21.010 Definitions.**
- 5.21.020 Regulations.**
- 5.21.030 Vehicle requirements.**
- 5.21.040 Commercial automobile liability insurance.**
- 5.21.050 Driver requirements.**
- 5.21.060 Party bus regulations.**

5.21.010 Definitions.

The following words and phrases as used in this chapter shall have the meanings as set out herein:

- A. "Advertising" shall mean to advise, announce, give notice of, publish, or call attention by use of oral, written, or graphic statements made in newspapers, telephone directories or other publications or on radio or television, any electronic medium, or contained in any notice, handbill, catalog, newsletter, poster, sign, flyer, business card or letter.
- B. "Compensation" shall mean a return in money, property, or anything of value for the rendition of vehicle for hire service.
- C. "Commercial business office" shall mean the primary place of business where management and employees perform office work for a vehicle for hire company and which shall meet the following requirements: a) properly zoned, b) customer/employee parking, c) sufficient commercial vehicle parking, d) sanitary facilities/restrooms, e) dedicated wired phone line with a unique/dedicated number, f) identifying signage, and g) central dispatch. The address of the commercial business office must match the address on the local business tax receipt.
- D. "Driver" shall mean the individual who is driving or physically operating the taxicab, limousine, shuttle, or other passenger vehicle for hire and includes the term "chauffeur."

E. "Limousine" shall mean a chauffeur-driven motor vehicle, modified-for-the-purpose as a luxury stretch vehicle, regardless of length and which contains a fixed partition used to separate the driver and passenger seating areas. A limousine is prohibited from using a taximeter and toplight unless it is being used as a taxicab.

F. "Manifest" shall mean written or electronic/digital documentation prepared by the vehicle for hire business providing individual trip logs for each pickup/drop-off of passengers that can be viewed upon request by law enforcement officers. The "manifest" shall be in the possession of the vehicle for hire driver and central dispatch and shall include the business name, business phone number, name of the passenger (if provided/known), pickup/drop-off address and dates/times involved.

G. "Municipal exemption" shall mean the recognition by city of certain vehicle for hire businesses authorized to operate through municipal ordinances and which may be exempt from paying certain fees required by this chapter. In order to exercise this exemption, such businesses must be physically located, operating and dispatching within the city limits of the municipality approving the business to operate. Such exempt businesses must meet all other requirements of this chapter.

H. "Nonmedical, wheelchair and stretcher transportation service" shall mean the transportation of persons while on stretchers or wheelchairs, or persons whose handicap, illness, injury, or other incapacitation makes it impractical to be transported by a regular common carrier such as a bus, taxicab, or other vehicle for hire. Such persons do not need, nor are likely to need, any medical attention during transport.

I. "Passenger" shall mean a person utilizing a vehicle for hire for the purpose of being transported to a destination, or a person who is awaiting the arrival of a dispatched vehicle for hire, and does not include the chauffeur.

J. "Prearranged" shall mean a written, e-mail, fax or telephone reservation made at least thirty minutes in advance by the person requesting service from a vehicle for hire business. Such reservations shall be documented in written form by the business. The written documentation requested herein shall be made available immediately upon the request of authorized personnel or law enforcement.

K. "Sedan" shall mean any pre-arranged vehicle for hire, not equipped with a taximeter, which is not a limousine, SUV, transport van/shuttle, nonmedical wheelchair and stretcher transportation vehicle or taxi. Sedans shall include all other commercially manufactured passenger vehicles not already defined herein. Such vehicles shall not display the word "taxicab," "taxi," or "cab" on the vehicle exterior or interior. A sedan is prohibited from using a taximeter and toplight unless it is being used as a taxicab.

L. "Sport utility vehicle or SUV" shall mean a type of passenger vehicle which combines the load-hauling and passenger-carrying capacity of a large station wagon or minivan. An SUV is prohibited from using a taximeter and toplight unless it is being used as a taxicab.

M. "Taxicab" shall mean a motorized vehicle, equipped with a taximeter, engaged in the transportation of passengers for compensation, and where the route or destination is controlled by the passenger.

N. "Taximeter" shall mean any device permanently and internally mounted in a taxicab and which records and indicates a charge or fare measured by distance traveled, waiting time or other traditionally compensable activities of taxicab service.

O. "Top light" shall mean a permanently installed roof mounted lighted device which shall be illuminated whenever the taximeter is on. The top light must be a minimum size of ten inches by four inches permanently mounted on the vehicle roof and display or include the word "taxi," "taxicab" or "cab."

P. "Transport van/shuttle" shall mean a motor vehicle not equipped with a taximeter, with a seating capacity for at least four passengers, exclusive of the driver, where there is no separation of the driver and

passenger compartments and not modified from the manufacturer's specifications. A functioning seat belt must be available for each passenger.

Q. Reserved.

R. "Vehicle for hire" shall mean any motorized, self-propelled vehicle engaged in the transportation of persons upon the streets of the city with the intent to receive compensation for providing such transportation, and shall include, but not be limited to, nonmedical, wheelchair and stretcher transportation services, taxicabs, transport vans/shuttles, SUVs and limousines. The term shall not be construed to include ambulances.

S. "Vehicle for hire company" shall mean any individual, partnership, association, corporation, broker or other legal entity which holds business permits for or contracts with one or more vehicles for hire, provides vehicles or services to drivers of vehicles for hire, or which operates a central dispatch for one or more vehicles for hire.

T. "Vehicle for hire driver's I.D. badge (I.D. badge)" shall mean a permit authorizing the holder thereof to utilize the motor vehicle(s) described in said permit for the transportation of passengers as authorized pursuant to this chapter.

U. "Vehicle for hire service standards" shall mean a summary of "passenger" and "driver" expectations prominently displayed within every vehicle for hire passenger compartment. (Ord. 2012-332 (part)).

5.21.020 Regulations.

A. Compliance with the provisions of this chapter shall in no way relieve an individual or vehicle for hire company from compliance with all municipal, county, state and federal laws.

B. Vehicle for hire businesses and ~~permitted~~ drivers shall cooperate fully at all times with ~~the finance department and~~ law enforcement personnel in furnishing information required in connection with requests for proof of insurance, vehicle registration, driver's I.D. badge, manifest inspection or investigations of consumer complaints. Further, vehicle for hire businesses and ~~permitted~~ drivers shall not obstruct, hamper or interfere with an investigation of alleged violations of this chapter conducted by the finance department or a law enforcement officer. At no time shall a vehicle for hire ~~permitted~~ driver use abusive language or display discourteous, hostile, aggressive or other inappropriate behavior toward passengers, other vehicle for hire drivers, finance department personnel, any law enforcement officer or any agency authorized to enforce this chapter.

C. All taxicabs and nonmedical wheelchair and stretcher transportation service vehicles shall clearly display on the exterior of the driver and passenger side of the vehicle, permanent vinyl or painted lettering at least four inches high and in clearly visible bold contrasting colors, the vehicle for hire company's name and telephone number. Magnetic signage is not permitted.

D. Law enforcement officers are authorized to seize and impound any vehicle for hire which such employee or officer has probable cause to believe is being operated without commercial liability insurance and in violation of this chapter. (Ord. 2012-332 (part)).

5.21.030 Vehicle requirements.

A. It shall be a violation of this chapter to fail to meet the requirements of vehicles described in this section and in any section pertinent to that particular type of vehicle.

1. The windshield and all side and rear windows shall provide clear visibility and operate according to the manufacturer's specifications. The windshield and all windows shall possess no breakage, cracks or pits that impair visibility or hinder the safety of passengers. All window cranks/power window switches

shall be complete, intact and functioning. Windows on vehicles for hire shall not be covered by, or treated with, a material which would cause the vehicle to be in violation of local ordinance or state law.

2. All standard manufacturer's interior equipment shall be complete, intact and functioning; including, but not limited to interior lights, dashboard, trim, gear shifts and head rests. Vehicle interiors must not contain loose objects and must be clean, sanitary, and free of broken seats/protruding sharp edges or torn or damaged upholstery, headliner, or floor coverings. The vehicle's interior must be free of offensive odors. The floor board shall be free of rust and holes. Trunks and luggage compartments must be kept clean and free of debris.

3. All doors must have operating handles, which allow opening from both the inside and outside, and door hinges and latches must function properly. Door locks must be operable by passengers at all times. Door seals and gaskets must be intact/operating and prevent water, odor and fumes from entering the vehicle from outside. All door panels must be intact to prevent accidental injuries on door and window mechanisms.

4. Seat belts shall be available for all passengers (according to manufacturer's specifications and Iowa law). Seat belts shall be in operating condition, easily accessible, clean and free of grease and other objectionable substances.

5. All vehicles shall be equipped with a fully functioning heating and air-conditioning system which controls the temperature of the inside of the vehicle between sixty-eight and seventy-eight degrees Fahrenheit. The vehicle shall be equipped with a fully functioning windshield defrost or defogging system.

6. All vehicles shall be equipped with a light capable of illuminating the interior of the vehicle, controlled by the operation of the doors, or manually controlled by the driver.

7. The transportation of children shall be in accordance with child safety seats and restraints as provided by state law and local ordinance.

8. Those vehicles and operations, which are subject to the Americans with Disabilities Act (ADA), shall comply with the applicable provisions of said Act.

9. The vehicle's body, fenders, doors, trim, grill and paint must be free from cracks, breaks, rust, and body damage that detracts from the overall appearance of the vehicle or could result in harm or injury to the passenger or his/her personal belongings.

10. The vehicle must be equipped with safe tires of the same size. No recaps shall be used. Maximum allowable tread wear shall be where tread is level with the wear bar, or 2/32" when measured at three random places in the tire tread. The tires shall be inflated to manufacturer's specifications and free of cuts, cracks, bulges, or exposed belts.

11. Windshield wipers must be operational according to the manufacturer's specifications. Wiper blades shall be in such a condition as to make firm contact with the windshield when operational, and shall not be torn or worn.

12. Reflectors and lenses shall not be cracked or missing and must be the correct color and properly positioned.

13. Low and high beam headlights, turn signals, brake, tail and reverse lights shall be operable as required by state or local law. Each vehicle shall have a white light on the vehicle to illuminate the rear license plate so that it is clearly visible.

14. The vehicle suspension shall function as designed by the manufacturer.

15. The vehicle shall be equipped with an operating horn with the actuating button mounted in the location designated by the vehicle manufacturer and operated in the manner designed and assembled by the vehicle manufacturer.

16. Each vehicle shall contain an operating parking brake and a primary brake system which acts on all four vehicle wheels. There shall be no visible leaks in the brake line, hoses, wheel cylinders or any part of the brake system and no frayed cables. Brake linings and/or disc pads, when measured at the thinnest point shall not be less than one-sixteenth of an inch and firmly attached to the brake shoe or disc. Disc brake rotors and brake drums shall be of a size and type appropriate for the vehicle, with no cracks or other damage which change or impair the functional surface. All primary brake systems shall demonstrate a reasonable total braking force when conducting a rolling stop.

17. There shall be no leakage of exhaust gas from the exhaust manifold, muffler or any other point in the exhaust system as determined through a visual and audible inspection. The tail pipe shall discharge exhaust from the rear of the vehicle according to manufacturer specifications.

18. Belts shall show no signs of excessive wear and be free of cracks and frays. Hoses shall be firm and in good condition, free of leaks and cracks.

19. All fluid levels shall be maintained according to manufacturer's specifications.

20. Vehicles must be equipped with functioning speedometer and odometer.

21. Vehicles must receive routine maintenance according to the manufacturer's recommendations pertaining to service intervals.

22. Businesses must assure that each vehicle or driver has a means of communicating to a central dispatch or to emergency agencies with a two-way radio and/or cellular mobile telephone. (Ord. 2012-332 (part)).

5.21.040 Commercial automobile liability insurance.

A. It shall be unlawful for any vehicle for hire company or driver to operate and transport passengers for compensation unless it has in effect a currently valid liability insurance policy covering each vehicle which shall insure such vehicle for commercial automobile liability insurance for passenger transportation and shall meet or exceed minimum insurance limits as established by law of the company's state of domicile.

B. Each vehicle for hire driver shall be able to produce proof of insurance coverage upon demand by a law enforcement officer. (Ord. 2012-332 (part)).

5.21.050 Driver requirements.

~~A. No person shall operate a vehicle for hire/taxicab within the city without having obtained a vehicle for hire/taxicab driver's license pursuant to the provisions of this section.~~

~~B. No owner or operator shall permit the operation of a vehicle for hire/taxicab within the city without the driver having obtained a vehicle for hire/taxicab driver's license pursuant to the provisions of this chapter.~~

~~(Ord. 91-104 § 20).~~

~~C. A person desiring a vehicle for hire/taxicab driver's license shall file with the finance department a signed and sworn application on forms provided by the city, containing the following information: (a) the name and address of the applicant; addresses for the past five years; date of birth; race; height; color of hair and eyes; place of birth; social security number and driver's license number, (b) the experience of the applicant in the transportation of passengers; including any previous cities in which the applicant has operated a cab, (c) whether the applicant's motor vehicle license has been suspended or revoked and if so the reasons therefor and the dates and periods of suspension or revocation, (d) a list of all felony and misdemeanor convictions including traffic violations for the past seven years. The application shall be accompanied by a copy of the applicant's driving record certified by the appropriate state agency of the person's state of domicile. (Ord. 2000-200 § 1; Ord. 91-104 § 21).~~

~~D.—All applicants for a vehicle for hire/taxicab driver's license required by this chapter shall be: (a) over eighteen years of age, (b) able to read and write the English language, (c) issued a motor vehicle license by the person's state of residence, which license would allow the person to operate a vehicle for hire pursuant to the laws of said state, (d) otherwise qualified and of good morals, character and reputation. (Ord. 91-104 § 22).~~

~~E.—The finance director or his designee, upon recommendation of the police department, may approve or reject an application. If an application is rejected, the applicant may request a hearing under Chapter 2.86 within ten days of the date of the written notice of the rejection of the applicant's driver's license. At the hearing the applicant and the finance director or his designee shall present evidence concerning the rejection of the license application.~~

F. ~~No~~ A vehicle for hire/taxicab driver's license shall be issued if the applicant is not qualified if:

1. ~~Is not qualified as required by this chapter;~~

21. Is under the care of a physician who has prescribed a drug for the applicant for which one of the contraindications is a prohibition on driving a motor vehicle and the prescriptive period is still open.

32. Has been convicted of a felony;

43. Has been convicted of a misdemeanor involving assault on a person;

54. Has been convicted of the offense of operating while intoxicated or under the influence of drugs or alcohol within the last three years or two such convictions in the last six years;

65. Has been convicted of three traffic violations in the past twelve months or five traffic violations in the last thirty-six months;

~~7. Gave incomplete, false or misleading information on the application;~~

~~8. Was unable to obtain a passing score upon examination.~~

G. ~~An applicant who is disqualified by reason of Section 5.21.060(F)(4) or (6) may be issued a probationary license as long as they are otherwise qualified and of good moral character and have not previously been issued a probationary license. The probationary license period will last one year, and if the licensee completes the one year probation without being charged with a violation of the law, then the licensee will be eligible for a regular license under this chapter. However, if a licensee is charged with a violation of the law within the one year probationary period, the probationary license will immediately and automatically be revoked. (Ord. 2010-132; Ord. 2000-200 § 2; Ord. 91-104 § 23).~~

H.—~~The finance director or his designee shall submit a written examination to every applicant on the applicant's initial application for a vehicle for hire/taxicab driver's license which examination shall concern the applicant's knowledge of the provisions of this chapter, the traffic ordinances of the city, geography of the city, location of streets and public places within the city. A licensed driver shall be subject to re-examination once every three years for any renewals sought thereafter. An applicant or driver must successfully answer seventy percent of the examination questions prior to receiving a driver's license. (Ord. 2000-200 § 3; Ord. 91-104 § 24).~~

I.—~~Upon the approval of an application for a vehicle for hire/taxicab driver's license and payment of the license fee, the finance department shall issue a vehicle for hire/taxicab driver's license to the applicant which shall bear the name, address, race, date of birth, signature and photograph of the applicant. A person may renew a driver's license thirty days before its expiration date, however, the initial date of issuance will remain as its expiration date. A person shall not be considered to be driving without a license during a period of thirty days following the license expiration date. A duplicate license may be obtained upon the filing of a signed and sworn statement by the person that the original license was lost, stolen or destroyed and the payment of a five dollar fee. (Ord. 91-104 § 25).~~

J.—~~Every driver licensed under this chapter shall post the vehicle for hire driver's license in such a place as to be in full view of all passengers while such driver is operating a vehicle for hire. A driver~~

~~operating a vehicle for hire shall have said driver's license in immediate possession at all times when operating the vehicle for hire and shall display the same upon the demand of a police officer. (Ord. 91-104 § 26).~~

~~K. The finance director shall have the authority to suspend any vehicle for hire/taxicab driver's license issued under this chapter for any violation of this chapter. The suspension may last for a period not to exceed one year. The finance director shall notify the person in writing by certified mail of the suspension, time period of suspension, to surrender said license to city clerk, reason for suspension and right to appeal. At the conclusion of a suspension period the person may retrieve the taxicab driver's license from the city clerk.~~

~~The finance director shall have the authority to revoke a vehicle for hire/taxicab driver's license for repeated violations of this chapter, failure to surrender a suspended vehicle for hire/taxicab driver's license, commission of an act or acts which would be grounds for a denial of a driver's license, or operating a taxicab while a taxicab driver's license or state motor vehicle license is under suspension. The revocation shall be effective for a period not exceeding one year. The finance director or designee shall notify the person in writing by certified mail of the revocation, time period of revocation, to surrender said license to city clerk, reason for revocation and right to appeal. At the conclusion of a revocation period the person may reapply for a taxicab driver's license. A person may appeal a suspension or revocation of a vehicle for hire/taxicab driver's license to the hearing officer under Chapter 2.86 within ten days of the date of the written notice. The decision of the hearing officer is final. The suspension or revocation becomes effective if no appeal is requested. (Ord. 2015-117 § 9; Ord. 2012-332 (part); Ord. 91-104 § 27).~~

5.21.060 Party bus regulations.

In addition to complying with all other applicable sections of this title, a party bus may only be operated on the streets of the city subject to the following regulations:

- A. No passenger who is under the age of twenty-one may possess or consume alcoholic beverages.
- B. No passenger may engage in disorderly conduct.
- C. No passenger may hurl any projectile from the vehicle for hire.
- D. No passenger on a vehicle for hire shall commit an indecent exposure.
- E. No passenger on a vehicle for hire may litter.
- F. No passenger shall possess or use a controlled substance as defined by state law. (Ord. 2012-332 (part)).

SEVERABILITY CLAUSE: If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of the 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.

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

EFFECTIVE DATE. This ordinance shall be in full force and effective May 1, 2017.

First Consideration _____

Second Consideration _____

Approved _____

Frank Klipsch

Mayor

Attest: _____

Jackie Holecek, CMC

Deputy City Clerk

Published in the Quad City Times on _____

City of Davenport

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

Action / Date
11/2/2016

Subject:
Resolution adopting the FY 2018 Budget Policies. [All Wards]

Recommendation:
Adopt the FY 2018 Budget Policies.

Relationship to Goals:
Fiscal Vitality

Background:
The Government Finance Officers Association (GFOA) of the United States and Canada recommends that governmental entities include budget guidelines in the budget document that serve as a coherent statement of organization-wide financial and programmatic policies and goals that address both long- and short-term concerns and issues. These policies serve as parameters for staff and the City Council in the preparation of the annual budget. They also provide a framework for staff to link goals and objectives with resources in the budget document.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution Adopting the FY 2018 Budget Policies
▣ Backup Material	FY 2018 Budget Policies

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:17 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:17 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:44 PM

Resolution No. _____

Resolution offered by:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION adopting the FY 2018 Budget Policies.

WHEREAS, the Government Finance Officers Association of the United States and Canada recommends that governmental entities include budget guidelines in the budget document to serve as a coherent statement of organization-wide financial and programmatic policies and goals that address long-term concerns and issues; and

WHEREAS, these policies serve as parameters for staff and Council in the preparation of the annual budget; and

WHEREAS, these policies provide a framework for staff to link goals and objectives with resources in the budget document;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the attached document entitled Fiscal Year 2018 Budget Policies is hereby adopted.

Approved:

Attest:

Frank J. Klipsch, Mayor

Jackie E. Holecek, City Clerk



Budget Policies 2018 Budget

The city budget process is part of an overall policy framework that guides the services and functions of the City of Davenport. The budget serves an important role in that policy framework by allocating financial resources to implement the city's overall policies and to execute the city's core competencies. To this end, the budget document serves as a financial plan, an operating guide, a communications device, a statement of values, and a policy document to guide future decision-making.

- Budget development will be framed by the 2016 customer survey, core competency presentations, public input, and the Mayor and City Council's strategic goals. Departmental strategies and goals will be linked to the established goals.
- Two-year budget plans will continue with the FY 2018 Budget being the first year of a two year budget plan adopted for FY 2018 and FY 2019.
- Budgeted expenditures will be linked to goals and performance-related results. Performance measures will continue to be utilized, monitored, and reported in department budgets.
- The goal of the city's budgeting process is to minimize the tax burden on Davenport citizens while meeting demand for city services. To this end, the city will first address budgetary gaps through departmental reductions in expenditures that minimize reductions in service levels. Revenue options will be explored after reductions in order to provide for a structurally balanced budget.
- Cities are greatly affected by state and federal codes and regulations, employee collective bargaining contracts, property tax rollbacks, and state-mandated employee pension contributions. Certain property tax levies are appropriately not limited by statute, and levy rate increases may be infrequently necessary given this environment. The short-and long-term impact of SF 295 on property tax revenues will be analyzed and the amount of tax revenue necessary to be made whole will be reviewed by the City Council.
- User fee increases will be enacted when necessary to maintain cost recovery rates or to diversify revenue. Where possible, fees will be reviewed with the goal of diversifying General Fund revenues.
- The budget will be balanced with projected expenditures not to exceed recurring revenues. The current policy for unassigned General Fund reserves is 15% to 20% of operating expenditures.
- The budget shall provide a basis for revenue and expenditure projections and shall consider long-range operating implications.
- The capital improvement budget and the six-year capital improvement plan (CIP) will include projects that are funded within projected available resources. This program of projects is based on the city's comprehensive planning process, community needs, and the individual proposals of departments, boards, and commissions of local government. The CIP technical committee shall include representatives from all direct-service and necessary support departments.
- Due to the state legislature's adoption of SF 295, the City of Davenport, along with all major cities in Iowa, will likely continue to experience budget shortfalls through FY 2024. To this end, the City of Davenport will continue to be proactive in modernizing operations and exploring cost-saving and revenue-enhancement options in FY 2018 and beyond to mitigate the impact to service levels. Potential areas of organizational review include the exploration of department/division consolidations, new revenue sources, tax levies, and intergovernmental service agreements.

City of Davenport

Agenda Group:
Department: Public Works/Citibus
Contact Info: John Powell; (563) 888-2151
Wards: All

Action / Date
11/2/2016

Subject:
Motion setting a public hearing for November 16, 2016 at 5:30 pm in the Council Chambers for the transit route changes implemented on July 5, 2016. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Enhanced Quality of Life

Background:
On July 5, 2016 the City of Davenport changed the CitiBus route structure. On November 6, 2016 additional modifications will be implemented based on rider feedback during the first few months of deployment. This session is to provide a recap of these changes and to allow for public comments.

ATTACHMENTS:

Type	Description
Backup Material	Route changes

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	10/27/2016 - 10:56 AM
Public Works Committee	Lechvar, Gina	Approved	10/27/2016 - 10:56 AM
City Clerk	Admin, Default	Approved	10/27/2016 - 11:14 AM

Resolution approving a public hearing on the proposed route changes for Citibus. These improvements are based on information received by customers and drivers since the implementation of the new route structure. The service changes attached are scheduled to take effect Sunday, November 6, 2016.

Background:

Since implementing the new route structure in July 2016, the City has received numerous suggestions from customers and drivers on changes that need to be made. Changes will include additional service and the extension of several routes to increase transit coverage.

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Bruce Berger
Wards: 2, 6, 7 & 8

Action / Date
11/2/2016

Subject:
Motion setting a public hearing for November 16, 2016 at 5:30 pm in the Council Chambers for the purpose of amending the North Urban Renewal Area and Plan. [Wards 2, 6, 7 & 8]

Recommendation:
Approve the motion.

Relationship to Goals:
Diversify revenue and eliminate liabilities.

Background:
The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will add the 2016 Internal TIF project in the amount of \$275,000.

Public hearing to be held at the Wednesday November 16, 2016 Committee of the Whole meeting.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/20/2016 - 5:03 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/20/2016 - 5:03 PM
City Clerk	Admin, Default	Approved	10/24/2016 - 2:43 PM

City of Davenport

Agenda Group:
Department: Community Planning and Economic Development
Contact Info: Bruce Berger, 326-7769
Wards: All

Action / Date
11/2/2016

Subject:
Motion approving submission of the City of Davenport's Annual Urban Renewal Report. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Added emphasis on economic development.

Background:
As part of the requirements stemming from 2012 State of Iowa legislative action regarding tax increment financing (TIF), all Iowa cities and counties utilizing TIF are required to report TIF expenditures and obligations into the Iowa Department of Management's online Annual Urban Renewal Report annually by December 1. This report covers the most recent fiscal year ending June 30, 2016.

The City of Davenport has been a fiscally responsible administrator of TIF financing per the Iowa Legislative Services Agency FY 2015 Annual Urban Renewal Report that detailed cities' use of TIF funds. Even though Davenport is the third largest community in the state, it did not rank in the top 10 for total TIF debt reported.

As part of this system, the City Council must approve submission of the report. Costs associated with the City's TIF are approved by the City Council as part of the overall budget.

The Levy Authority Summary sheet is attached.

ATTACHMENTS:

Type	Description
□ Cover Memo	TIF Report Summary Sheet

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	10/24/2016 - 11:52 AM
Finance Committee	Watson-Arnould, Kathe	Approved	10/24/2016 - 1:55 PM
City Clerk	Admin, Default	Approved	10/24/2016 - 2:43 PM

Annual Urban Renewal Report, Fiscal Year 2015 - 2016

Levy Authority Summary

Local Government Name: DAVENPORT
Local Government Number: 82G773

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
DAVENPORT DOWNTOWN URBAN RENEWAL	82003	6
DAVENPORT WEST INDUSTRIAL URBAN RENEWAL	82005	4
DAVENPORT 53RD I-74 URBAN RENEWAL	82007	10
DAVENPORT NICHOLS HOMESHIELD URBAN RENEWAL	82008	0
DAVENPORT NORTH URBAN RENEWAL	82013	14
DAVENPORT HORMEL URBAN RENEWAL	82020	1
DAVENPORT TRI-CITY FABRICATING URBAN RENEWAL	82026	1
DAVENPORT AIRPORT URBAN RENEWAL	82027	0
DAVENPORT M A FORD MFG URBAN RENEWAL	82031	0
DAVENPORT BRAMMER MANUFACTURING URBAN RENEWAL	82032	0
DAVENPORT VON MAUR URBAN RENEWAL	82034	0
DAVENPORT EIC URBAN RENEWAL	82038	1
DAVENPORT SEARS MANUFACTURING URBAN RENEWAL	82042	0
DAVENPORT WEST END CLINIC URBAN RENEWAL	82043	0
HILLTOP URBAN RENEWAL AREA	82053	3
EAST VILLAGE URBAN RENEWAL AREA	82054	2
DAVENPORT WEST CENTRAL PARK URBAN RENEWAL	82991	1
DAVENPORT SOUTH URBAN RENEWAL	82992	2

TIF Debt Outstanding: 70,035,149

TIF Sp. Rev. Fund Cash Balance as of 07-01-2015:		Amount of 07-01-2015 Cash Balance Restricted for LMI	
	4,530,892	0	
TIF Revenue:	4,945,332		
TIF Sp. Revenue Fund Interest:	59,709		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	7,219,914		
Total Revenue:	12,224,955		
Rebate Expenditures:	967,636		
Non-Rebate Expenditures:	4,058,771		
Returned to County Treasurer:	0		
Total Expenditures:	5,026,407		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2016:		Amount of 06-30-2016 Cash Balance Restricted for LMI	
	11,729,440	0	

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 53,279,302

City of Davenport

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

Action / Date
11/2/2016

Subject:
Motion awarding a one-year contract with four possible one-year extensions for occupational health services to Genesis Occupational Healthcare of Davenport, IA. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Proposals was issued on June 14, 2016 and was sent to 17 vendors. On July 11, 2016 the Purchasing Division received and opened four proposals.

The City of Davenport employs approximately 979 total employees. The City is currently self-insured. For calendar year 2015, there were 117 injury claims and 68 were OSHA recordable injuries. This contract is to partner in controlling costs while providing appropriate care to our employees. The services will be used to direct appropriate care in case of employee need and for pre-employment physicals with an associated contracted cost.

The proposals were evaluated on the following criteria: (1) Understanding of scope of services - 25%; (2) Firm/Personnel qualifications – 25%; (3) Cost savings ideas presented in proposal – 20%; (4) Cost of services – 25%; and (5) Quality and thoroughness of proposal – 5%.

Funding for this service is from Risk and HR funds.

ATTACHMENTS:

Type	Description
Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:10 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:10 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:44 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: OCCUPATIONAL HEALTHCARE SERVICES – PRE-
EMPLOYMENT PHYSICALS AND OCC HEALTH

RFP NUMBER: 16-108

OPENING DATE: JULY 11, 2016

RECOMMENDATION: AWARD THE CONTRACT TO GENESIS OCCUPATIONAL
HEALTH OF DAVENPORT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
GENESIS OCCUPATIONAL HEALTH	DAVENPORT, IA
ROCK VALLEY PHYSICAL THERAPY BRAATEN HEALTH OUTPATIENT SERVICES TRAEKOS HEALTH LLC	MOLINE, IL BETTENDORF, IA BETTENDORF, IA

Prepared By Cindy Whitaker
Purchasing

Approved By BW
Department Director

Approved By BW
Budget/CIP

Approved By BW
Finance Director

City of Davenport

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

Action / Date
11/2/2016

Subject:
Motion awarding a two-year contract with three one-year extensions for occupational health physical therapy services to Rock Valley Physical Therapy of Moline, IL. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Proposal was issued on June 14, 2016 and was sent to 17 vendors. On July 11, 2016 the Purchasing Division received and opened four proposals.

The City of Davenport employs approximately 979 total employees. For calendar year 2015, there were 117 injury claims and 68 were OSHA recordable injuries. The City is looking for a partner in controlling costs while providing appropriate care to our employees. The services will be used to direct care in case of employee need with a contracted cost.

The proposals were evaluated on the following criteria: (1) Understanding of scope of services - 25%; (2) Firm/Personnel qualifications – 25%; (3) Cost savings ideas presented in proposal – 20%; (4) Cost of services – 25%; and (5) Quality and thoroughness of proposal – 5%.

Funding for this service is from the Risk Fund.

ATTACHMENTS:

Type	Description
Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:06 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:07 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:43 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: OCCUPATIONAL HEALTHCARE SERVICES - PT

RFP NUMBER: 16-108

OPENING DATE: JULY 11, 2016

RECOMMENDATION: AWARD THE CONTRACT TO ROCK VALLEY PHYSICAL
THERAPY OF MOLINE, IL

<u>VENDOR NAME</u>	<u>LOCATION</u>
ROCK VALLEY PHYSICAL THERAPY	MOLINE, IL
BRAATEN HEALTH OUTPATIENT SERVICES	BETTENDORF, IA
GENESIS OCCUPATIONAL HEALTH	DAVENPORT, IA
TRAEKOS HEALTH LLC	BETTENDORF, IA

Prepared By Andy Wital
Purchasing

Approved By BW
Department Director

Approved By BW
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group:
Department: Public Works/Sewers
Contact Info: Jon Meeks; (563) 326-7922
Wards: All

Action / Date
11/2/2016

Subject:
Motion approving the purchase of a wheeled excavator for the Sewer Division from Martin Equipment in the amount of \$228,696. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
The Public Works/Fleet Division is requesting to purchase a wheeled excavator for the Sewer Division. The unit is a Hitachi ZX 190W-5 wheeled excavator.

This piece of equipment would replace E251, a Badger 1085D wheeled excavator. The unit is nearing the end of its useful life and becoming increasingly expensive to maintain. The excavator is used primarily for ditch maintenance, but can be used for other functions as well depending on the available attachments (pipe repair and construction, street removal, etc.).

The equipment was competitively bid and is listed on the National Joint Powers Alliance (NJPA) contract number 032515. Martin Equipment is an authorized John Deere Construction Retail Sales dealer and Deere-Hitachi is the manufacturer.

Funding for this purchase is from account 51102060-530302.

ATTACHMENTS:

Type	Description
▣ Backup Material	Quote from Martin
▣ Backup Material	NJPA Contract Info

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:14 PM
Finance Committee	Watson-Arnould, Kathe	Approved	10/27/2016 - 2:14 PM
City Clerk	Admin, Default	Approved	10/27/2016 - 2:44 PM



5280 11th St.
Phone: (815) 874-2458
Fax: (815) 874-2445

F.O.B.: DAVENPORT PW

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.

Date: _____



COMMENT AND REVIEW

To the
REQUEST FOR PROPOSAL (RFP) #032515
Entitled

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

The following advertisement was placed in the Minneapolis, MN *Star Tribune* on January 23, 2015 and January 30, 2015, in Oregon's *Daily Journal of Commerce* on January 23, 2015, in South Carolina's *The State* on January 23, 2015, in Utah's *The Salt Lake Tribune* on January 23, 2015, in *USA Today* on January 23, 2015, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, and Biddingo:

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning JANUARY 23, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until MARCH 25, 2015 at 4:30 p.m. Central Time at the above address and opened MARCH 26, 2015 at 8:00 a.m. Central Time.

RFPs were requested from and distributed to:

State of Massachusetts	Alamo Group (TX), Inc.
Bandit Industries, Inc.	CNH Industrial America, LLC
Caterpillar, Inc.	Clark Equipment
Diamond Mowers, Inc.	John Deere Construction Retail Sales
Grove US LLC dba Manitowoc	United Rentals, Inc.
Wirtgen America, Inc.	Alma Tractor
American Landscape Services, LLC	ASCO Equipment Co.
Mining Rock Excavation & Construction dba Atlas Copco	
Avant Tecno USA, Inc.	
Badger Equipment Company	Bergkamp, Inc.
Bid Ocean, Inc.	Birch Equipment
Blue Ridge Tractor	BlueLine Rental
BOMAG Americas, Inc.	Bonnell Industries, Inc.
Buck & Knobby Equipment, Co.	CASE Construction
CLM Equipment	Coast Crane Company
Cobalt Truck Equipment	Comairco Equipment
Construction Journal	Crosspoint Kinetics

Crown Equipment	Dakota Trailer Manufacturing
DJC Project Center	Doosan
Eastern Farm Machinery, Ltd.	EKA
Gabrielli Truck Sales	Gaithersburg Equipment Company
Gem Attachments	General Engines Co., Inc.
Great West Equipment	H.A. DeHart & Son, Inc.
Heil Trailer International dba Kalyn Siebert	Hertz Equipment Rental Corp.
HilBilt Sales	Hyundai Construction Equipment of Americas
Inland Kenworth (US), Inc.	Innovative Federal Operations Group
IronMan Repairs	Jarraff Industries
JCB, Inc.	KCMA Corporation
Linder Industrial Machinery	Marathon Equipment, Inc.
Modern Machinery Co., Inc.	Montage Enterprises, Inc.
N C Machinery/Tractor & Equipment	Napa Valley Mining Company, LLC
NiteHawk Sweepers	NU-LIFE Environmental, Inc.
Pacific-Tek	PAPE
Perron Contracting	Petram Enterprises, Inc. dba CEC
Powerscreen of Washington	RDK Municipal Truck Center, Inc.
Road Machinery & Supplies, Co.	Roadtec, Inc.
Shaw Bros. Limited	Solar Technology, Inc.
Sonsray Machinery	Spector Manufacturing, Inc.
Steve Reddington	Sun Earth America
Sunbelt Rentals	Team Eagle, Inc.
The Blue Book Building & Construction Network	Time Manufacturing Company
Titan Machinery	Tyler Rental
Volvo Construction Equipment North America, LLC	
Wacker Neuson Corporation	Woods Equipment Company

Proposals were opened on March 26, 2015 at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479. Proposals were received from the following:

Bergkamp, Inc.
BOMAG Americas, Inc.
Caterpillar, Inc.
CNH Industrial America, LLC
Grove U.S. LLC dba Manitowoc
John Deere Construction Retail Sales
Mining Rock Excavation & Construction LLC dba Atlas Copco
Volvo Construction Equipment North America, LLC
Wirtgen America, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

Ginger Line, CPPB, NJPA Senior Contract Procurement Analyst
Gregg Meierhofer, CPPO, NJPA Senior Contract Products and Price Analyst
Tracy Plinske, NJPA Contract Procurement Analyst
Keith Hanson, CPA, NJPA Accounting Manager
Jonathan Yahn, JD, NJPA Contracts and Compliance Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

BOMAG Americas, Inc. offers pavers, compactors, pavement milling machine as well as other offerings. BOMAG offered competitive pricing and a national sales and service force.

CNH Industrial America, LLC has extensive experience within the industry and a large sales and service force. They offer excavators, wheel loaders, motor graders and forklifts as well as many other products.

John Deere Construction Retail Sales offers dump trucks, excavators, backhoes, loaders, brooms, dozers, motor graders and many other products. They have a large sales and service force and experience within the industry.

Volvo Construction Equipment North America, LLC offers wheel loaders, crawler and wheeled excavators, hauler trucks, asphalt compaction, and rollers. They offered a good marketing plan for this contract and a training program for the member/buyer.

Mining Rock Excavation and Construction, LLC dba AtlasCopco offers road maintenance, asphalt, snow and ice equipment. They have a large national sales and service force. They offered competitive pricing along with volume discounts.

Caterpillar, Inc. offers used equipment and equipment in the construction, paving and waste areas. They offered competitive pricing and a large sales and service force along with experience within the industry.

Grove U.S., LLC offers many different types of cranes such as crawler cranes, crane boom trucks, industrial cranes and mobile telescoping cranes along with parts and service. They have a large sales and service force and experience within the industry.

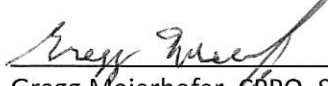
Wirtgen offers compactors, paving machines, screeds, payment milling machines, rollers and crushers and screens. They also have experience within the industry.

For these reasons the NJPA Proposal Review Committee recommends award of NJPA Contract #032515 to

BOMAG Americas, Inc.	032515-BAI
CNH Industrial America, LLC	032515-CNH
John Deere Construction Retail Sales	032515-JDC
Volvo Construction Equipment North America, LLC	032515-VCE
Mining Rock Excavation and Construction, LLC DBA AtlasCopco	032515-ACC
Caterpillar, Inc.	032515-CAT
Grove U.S. LLC	032515-GUS
Wirtgen	032515-WAI

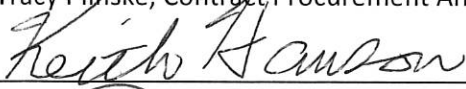
The preceding recommendations were approved at the May 19, 2015 Board meeting.


Ginger Line, CPPB, Senior Contract Procurement Analyst

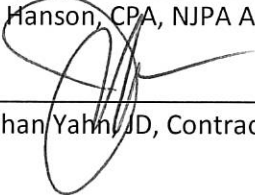

Gregg Meierhofer, CPPO, Senior Contract Product & Price Analyst



Tracy Plinske, Contract Procurement Analyst



Keith Hanson, CPA, NJPA Accounting Manager



Jonathan Yahm, JD, Contracts and Compliance Manager