COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, September 21, 2016; 5:30 PM

226 West 4th Street

Revision #1 - September 20

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Community Development

1. Public hearing on the proposed conveyance of the following property: Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K Sheets.

2. Public hearing for the ordinance for Case No. Rez16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less, of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD Planned Unit Development to facilitate fee simple ownership of the land with the unit. [Ward 2]

3. Public hearing on the Consolidated Plan Annual Performance Evaluation Report for the year ending June 30, 2016. [All Wards]

B. Public Works

1. Public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. CIP Project #30028 funded at $680,000 in bonds abated by sewer funds. [All Wards]

VII. Presentations

A. Proclamation for HAVlife Foundation

VIII. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update
Rita Rawson, Chair

IX. Action items for Discussion

<u>COMMUNITY DEVELOPMENT</u>

Bill Boom, Chairman; Kyle Gripp, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Third Consideration: Ordinance for Case No. ORD16-01: Request of the City of Davenport for a text amendment to Title 17 of the Davenport Municipal Code by amending Chapter 17.46 of the Davenport City Code, entitled “nonconforming uses” by adding a section to allow nonconforming agricultural properties containing a minimum of 10 acres within the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations. [All Wards]

2. Second Consideration: Ordinance for Case No. REZ16-01 being the request of Juan Goitia for the rezoning of 0.52 acre (22,500 sqft) of real property located at 1002 Bridge Avenue from "R-4" Moderate Density Dwelling District to "R-4 PUD" Planned Unit Development to allow a two story detached garage with habitable area (home office and recreational area) on the second level. [Ward 5]

3. First Consideration: Ordinance for Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD Planned Unit Development to facilitate fee simple ownership of the land with the unit. [Ward 2]

4. Resolution authorizing the Mayor to execute documents necessary to convey the following property: Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K. Sheets [Ward 3]

5. Resolution approving Case No. F16-10 being the final plat of Amato Way Addition located west of Division Street north of Northwest Boulevard (6324 – 6402 Division Street) containing four (4) residentially zoned lots. [Ward 8]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Maria Dickmann, Vice Chairman

III. PUBLIC SAFETY

1. Third Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled “Resident Parking Only” by adding Ripley Street along the frontage of 1217 and 1221 Ripley Street. [Ward 4]

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

   St. Paul Lutheran Church, Trunk or Treat, October 23rd, 5:00 PM to 7:00 PM, Closure Location: High Street and alley between Brady St and Main St [Ward 5]

   Project Renewal, Neighborhood Halloween Party, October 26th, 2:30 PM to 6:00 PM, Closure Location: Intersection of 6th, Vine and Ash Streets [Ward 3]

International Fire Museum, 3rd Annual Fire Muster in the Village, October 2, 2016, Noon to 5:00 PM, Closure Location: 11th Street from Mound Street to Jersey Ridge Road [Ward 5]

Davenport Community School District, Marching Band Competition, October 11th (Rain Date: October 17th),4:00 PM - 9:00 PM, Closure Location: 36th Street between Brady Street and Davenport Avenue [Ward 5]

Food Truck Friday's - October 7th & 14th, 3:00 PM to 10:00 PM, Location: Bechtel Park, Second and Iowa Streets [Ward 3]

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

   ABATE District 15 Toys for Tots Motorcycle Parade - October 2, 2016, 9 AM - 1:30 PM, Over 50 dBA, Closure Location: Starting at Walmart: Kimberly east to Divison Street, south to Third Street, East to Brady Street, north to Kimberly and east to Hobby Lobby, Ward: 2, 3, 4, 5, 6, 7

4. Motion approving beer and liquor license applications.

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

   Ward 3

   Raw Bar (Rawbar) - 136 E 3rd St, Suite A - License Type: C Liquor **'Pending approval by ZBA on 9/22/16'**

   Ward 6

   The Clubhouse (Clubhouse Beverage LLC) - 4800 Elmore Ave. (Suite not established yet) - Outdoor Area - License Type: C Liquor / B Native Wine

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

   Ward 1

   Happy Joe's Pizza and Ice Cream Parlor (Happy Joe's Pizza and Ice Cream Parlor, Inc.) - 817 S Farragut St. - License Type: B Beer

   Ward 3

   Front Street Brewery (Front Street Brewery Inc.) - 208 E River Dr. - Outdoor Area - License Type: C Liquor

   Ward 4

   Hy-Vee #5 (Hy-Vee, Inc.) - 2351 W Locust St. - License Type: E Liquor / C Beer / B

Wine

Hy-Vee Gas (Hy-Vee, Inc.) - 2353 W Locust St. - License Type: C Beer

MCs Happy Hollow (D.M.C. Corporation) - 1502 W 14th St. - Outdoor Area - License Type: C Liquor

QC Mart (Bethany Enterprises, Inc.) - 1556 W Locust St. - License Type: C Beer

St. Ambrose University (Sodexo America, LLC) - 518 W Locust St. - Outdoor Area - License Type: C Liquor

Ward 5

The Outing Club (The Outing Club) - 2109 Brady St. - Outdoor Area - License Type: C Liquor

QC Mart (Bethany Enterprises, Inc.) - 1313 E River Dr. - License Type: C Beer

Ward 6

Texas Roadhouse (Texas Roadhouse Holdings LLC) - 4005 E 53rd St. - License Type: C Liquor

Ward 7

The Liquor Stop LLC (The Liquor Stop LLC) - 211 W 53rd St. - License Type: E Liquor / C Beer / B Wine

Ward 8

Kelly's Irish Pub and Eatery (Kelly's QCA, Inc.) - 2222 E 53rd St., Unit 9, 10 & 11 - Outdoor Area - License Type: C Liquor

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Ray Ambrose, Chairman; Rick Dunn, Vice Chairman

V. PUBLIC WORKS

1. Resolution of acceptance for the demolition work associated with construction installations of the Central Fire Station completed by McAdam, Inc. of Davenport Iowa, Project Funds in the CIP #02348. The final contract amount for the work was $213,567.00. [Ward 3]
2. Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along East 53rd Street from Victoria Avenue to Lakeview Parkway then north along Lakeview Parkway a distance of approximately 475 feet, a total distance of approximately 2,025 feet. Agreement

Reference No. 2016-F13. [Ward 6]

3. Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way from 5433 Tremont Avenue south to 54th Street, then along 54th Street to Carey Avenue, then south along Carey Avenue to 1110 East 53rd Street, a total distance of approximately 1,520 feet. Agreement Reference No. 2016-F14. [Ward 8]

4. Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Harrison Street from Welcome Way to 35th Street and then east along 35th Street to 212 West 35th Street for a total distance of approximately 2,300 feet. Agreement Reference No. 2016-F17. [Ward 7]

5. Resolution granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along Palmer Drive from the west side of Main Street to the east side of Brady Street, a total distance of approximately 700 feet. Agreement Reference No. 2016-F15. [Ward 3]

6. Resolution granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along 56th Street from the west side of Utica Ridge Road west to 4455 East 56th Street, a total distance of approximately 2,000 feet. Agreement Reference No. 2016-F16. [Ward 6]

7. Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. CIP Project #30028 funded at $680,000 in bonds abated by sewer funds. [All Wards]

8. Resolution granting a license to Baked Beer & Bread Co., to locate a grease interceptor beneath the alley right of way next to 1113 Mound Street. [Ward 5]

9. Resolution approving Change Order number 2 to the construction contract with SAK Construction, LLC for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program (bid 16-79) in the amount Not-To-Exceed $157,118.25, CIP #30012. [Ward 3]

10. Resolution approving change order number 1 to the Civic Access Program with McDermott Concrete, LLC. in the amount of $241,203 budgeted in CIP #28014. [Ward 4]

11. Resolution approving Change Order number 2 to Valley Construction Company in the amou n t not-to-exceed $100,000.00 for the Veteran's Memorial Parkway Paving Project from Utica Ridge Road to the west tie-in to the new I-74 crossover bridge, CIP #10556. [Ward 6]

12. Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards]

13. Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]

14. Resolution assessing the cost of repairing sewer lateral at various lots and tracts of real estate. [All Wards]

15. Resolution assessing the cost of weed cuttings at various lots and tracts of real

estate. [All Wards]

16. Motion approving Change Order number 4 to McCarthy Improvement in the amount of $31,270.17 for the Forest Grove Road Paving Project from Utica Ridge Road to the east corporate limits, CIP #01145. [Ward 6]
17. Motion awarding the bid for the 14th District Sanitary Sewer Replacement to Miller Trucking & Excavating of Silvis IL, in the amount of $68,860. [Ward 5]
18. Motion awarding the bid for the 14th District Sewer Crossover to Valley Construction Company of Rock Island IL, in the amount of $925,525.50. [Ward 5]
19. Motion accepting one grant offer of $20,000 and approval of the associated Grant Agreement between the City of Davenport and the Iowa Department of Transportation, Office of Aviation. Total project cost for the Harrison Street Security Fence Installation Project at the Davenport Municipal Airport is approximately $40,000 and budgeted in CIP #20007. [Ward 8]
20. Motion accepting one grant offer in the amount of $32,500 and approval of the associated Grant Agreement between the City of Davenport and the Iowa Department of Transportation, Office of Aviation. Total project cost for the Rehabilitate Hangar 8990 Project at the Davenport Municipal Airport is approximately $65,000 budgeted in CIP #20006. [Ward 8]
21. Motion to approve the right-of-way acquisition agreement with Rivaldd Farms, Inc. Not-To-Exceed $80,000. [Ward 8]
22. Motion awarding the contract for the Granite Way - Kraft Heinz project, DOT Project #RMX-1827(679)-9E-82, to Langman Construction Inc. of Rock Island IL in the amount of $2,974,711.49. [Ward 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jason Gordon, Chairman; Kerri Tompkins, Vice Chairman

VII. FINANCE

1. First Consideration: Ordinance amending Subsection 2.54.070(A)(1) to allow Parks & Recreation Advisory Board Members to serve in other capacities as well. [All Wards]
2. Resolution setting a public hearing regarding the conveyance of City-owned property at 2941 N. Zenith Avenue (Robert J. Vidmar, Petitioner). [Ward 2]
3. Motion approving a service agreement with Savage Services Corporation of Schererville, IN to provide marketing, operate, and maintain the City's transload facility. [Ward 8]
4. Motion amending the management agreement between the City of Davenport and First Transit, Inc. to extend the term by six months to accommodate transferring management of the CitiBus system to MetroLINK. [All Wards]
5. Motion awarding the procurement and installation of a new playground system at

Herington Park to Cunningham Recreation of Ankeny, IA in the amount of $57,973.32. [Ward 3]

6. Motion awarding the procurement and installation of a new playground system at Ridgeview Park to Cunningham Recreation of Ankeny, IA in the amount of $60,838.35. [Ward 8]

VIII. Motion recommending discussion or consent for Finance items

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

1. Johnson Contracting Co. - Install new water heater at Police Station - Amount: $11,931.
2. LabWorks - Annual software support at WPCP - Amount: $12,249
3. TransIowa Equipment, Inc. - TV camera/wheels for Sewer Division - Amount: $13,823
4. Physio-Control, Inc. - Defibrillator and Lucas maintenance agreement - Amount: $28,850
5. Clearspan Fabric Structures, Inc. - Fabric structure for salt storage - Amount: $31,600
6. Johnson Contracting Co. - Replace HVAC units at Freight House - Amount: $33,633
7. Communications Engineering, Inc. - Annual radio system maintenance at PW - Amount: $35,874

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Community Development **Action / Date**
Department: Community Planning and Economic Development **CD9/21/2016**
Contact Info: Bruce Berger
Wards: 3

Subject:
Public hearing on the proposed conveyance of the following property: Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K Sheets.

Recommendation:
Conduct the public hearing.

Relationship to Goals:
Revitalized neighborhoods and corridors.

Background:
As part of the Urban Homestead Program funded with a variety of Federal housing grants, the City has rehabilitated vacant, foreclosed, and abandoned homes with the intention of selling them to income eligible households in Davenport. This program, which has been approved by City Council as part of the City's CDBG Five Year Comprehensive and One Year Annual Plans, enables vacant and dilapidated homes to be returned to the tax rolls and improves the look and feel of neighborhoods while providing eligible working families with affordable homeownership opportunities.

The petitioner has applied for and been approved as eligible to acquire this property from the City. City staff solicited an appraisal for the property and the property is being sold for $83,000.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Copy of Public Hearing QC Times w/PO

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2016 - 3:53 PM
Community Development Committee	Berger, Bruce	Approved	9/13/2016 - 3:53 PM
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 3:53 PM

(PUBLISHED ON September 14, 2016)

NOTICE OF A PUBLIC HEARING ON A RESOLUTION REGARDING THE CONVEYANCE OF URBAN HOMESTEAD PROPERTY OWNED BY THE CITY TO INDIVIDUAL HOMEBUYER (PETITIONER AND HOUSE LOCATION LISTED) AS FOLLOWS:

Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K. Sheets

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

> PARCEL F0030-10, The South Twenty-seven (27) feet of Lot 7 and the North Twenty-six (26) feet of Lot 8, all in Block 100 in LeClaire's 8th Addition to the City of Davenport, Scott County, State of Iowa.

This Resolution will come on for a public hearing before the Davenport City Council, City Hall, Davenport, Iowa, on the 21st day of September, 2016, commencing at 5:30 P.M., Local Time, or as soon thereafter as the matter can be considered. At said hearing, interested persons may appear and be heard for or against said Resolution. PO# 2016/1703402

City of Davenport
Bruce Berger
563-326-7769

City of Davenport

Agenda Group: Committee of the Whole **Action / Date**
Department: Community Planning & Economic Development **CD9/21/2016**
Contact Info: Matt Flynn 326-7743
Wards: 2

Subject:
Public hearing for the ordinance for Case No. Rez16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less, of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD Planned Unit Development to facilitate fee simple ownership of the land with the unit. [Ward 2]

Recommendation:
Findings:

- The rezoning conforms to the Comprehensive Plan.
- The rezoning offers an alternate housing choice being single-family lots vs horizontal condominium regime.

The City Plan and Zoning Commission accepts the findings and forwards Case No. REZ16-08 to the City Council for approval.

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

PROTEST RATE IS 2.3%.

Relationship to Goals:
Grow Tax Base

Background:
The petitioner has already done the horizontal condominium regime of the buildings separating the units along the common wall. The rezoning is to allow the lot to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with the land held in common. The developer has been advised by his attorney, who did the condominium regime for the building units, that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the unit to be sold with the unit. This would be similar to many developments in Davenport with two unit townhomes with their lot split down the middle.

The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

For further background information please refer to the background materials.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	REZ16-08 background
🗋	Exhibit	Public Notice

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2016 - 3:55 PM
Community Development Committee	Berger, Bruce	Approved	9/13/2016 - 3:55 PM
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 4:11 PM

City of Davenport

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

September 07, 2016

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 06, 2016, the City Plan and Zoning Commission considered Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit.

The petitioner has already done the condominium of the buildings separating along the common wall. The rezoning is to allow the lots to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with land held in common. The developer has been advised by his attorney who did the condominium regime for the buildings that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the units to be sold with the unit. This would be similar to many developments in Davenport with two unit townhouses with their lot split down the middle.

The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

Findings:
The rezoning conforms to the Comprehensive Plan.
The rezoning offers an alternate housing choice single-family lots vs horizontal condominium regime.

The City Plan and Zoning Commission accept the findings and forward Case No. REZ16-08 to the City Council for approval.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record | Meeting Date: 09-06-2016 | Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ16-08 Classic Development 3705-07 W 46th St 4604-06 Fairmount St	F16-10 Amato Way	F16-11 Village Shopping 3rd Subdivision	F16-12 Wisor's Historic				
Connell	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	P	Y	Y	Y	Y				
Maness	P	Y	Y	Y	Y				
Martinez	Ex								
Medd	P	Y	Y	Y	Y				
Quinn	P	Y	Y	Y	Y				
Reinartz	Ex	Y	Y	Y	Y				
Tallman	P	Y	Y	Y	Y				
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN				

City of Davenport
Community Planning & Economic Development Department
STAFF REPORT

Meeting Date: **September 06, 2015**
Request: **Rezone 0.594 acre from R-5M to R-4 PUD**
Address: **4504-06 Fairmount Street and 3705-07 West 46th Street**
Case No.: **REZ16-08**
Applicant: **Classic Development Co. Inc. (Chris Quilty)**

Recommendation:

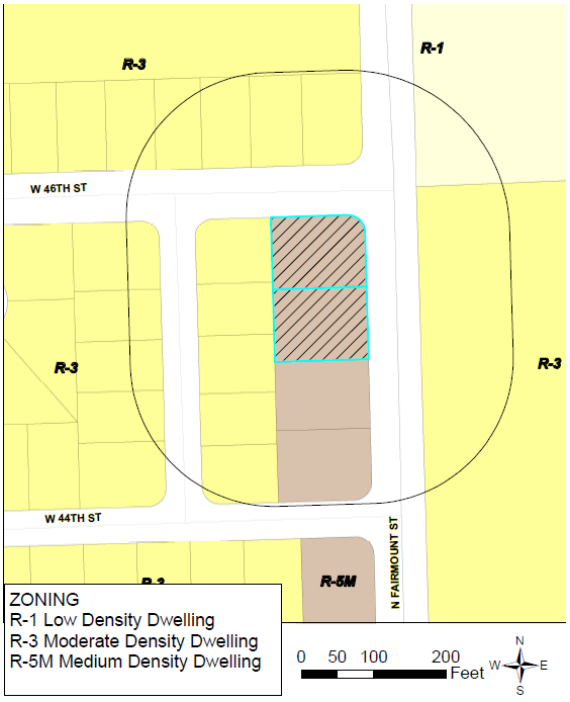
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No.REZ16-08 to the City Council for approval.

Introduction:

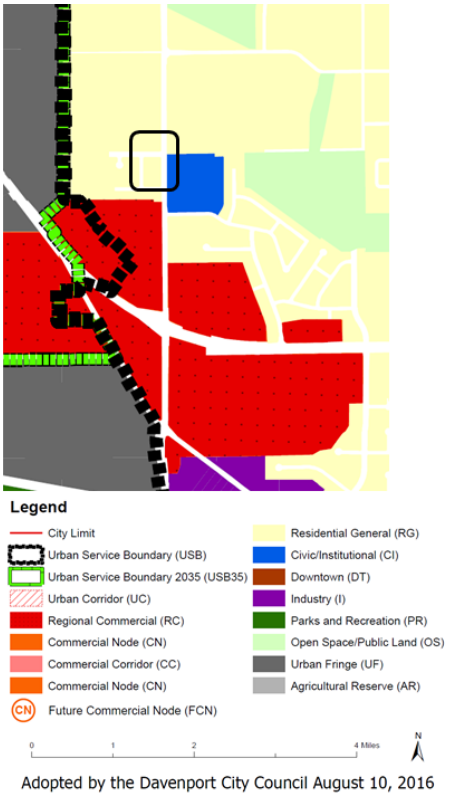
Petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



2014 Aerial Photo

0 50 100 200 Feet

N
W E
S

Background:

Comprehensive Plan:
Within Existing Urban Service Area: Yes

Within Urban Service Boundary +2035: Yes

Proposed Land Use Designation: *Residential General (RG) - Designates 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.*

Relevant Goals to be considered in this Case:
Identify and reserve land for current and future development – *encourage a full range of development.*

Zoning:
The property is currently zoned "R-5M" Medium Density Dwelling District.

Technical Review:

Streets. The property is located at the intersection of Fairmount and West 46th Streets. No additional access is proposed as the properties are fully developed.

Storm Water. Stormwater infrastructure is located in West 46th Street. No stormwater infrastructure is located in Fairmount Street; that drainage is by surface run-off.

Sanitary Sewer. Sanitary sewer service is located in the north side of West 46th Street and the west side of Fairmount Street.

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

Emergency Services. The property is located approximately 2-1/2 miles from Fire Station No. 6 at 1735 West Pleasant Street.

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

Public Input:
The petitioner indicated that he would be going door to door with a letter. The neighborhood meeting was August 14th. Staff has received one protest relating to "to much traffic". No additional units will be added/created therefore there will be no change in the number of units and no additional traffic should be generated.

Discussion:
The petitioner has already done the condominium of the buildings separating along the common wall. The rezoning is to allow the lots to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with land held in common. The developer has been advised by his attorney who did the condominium regime for the buildings that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the units to be sold with the unit. This would be similar to many developments in Davenport with two unit townhouses with their lot split down the middle.

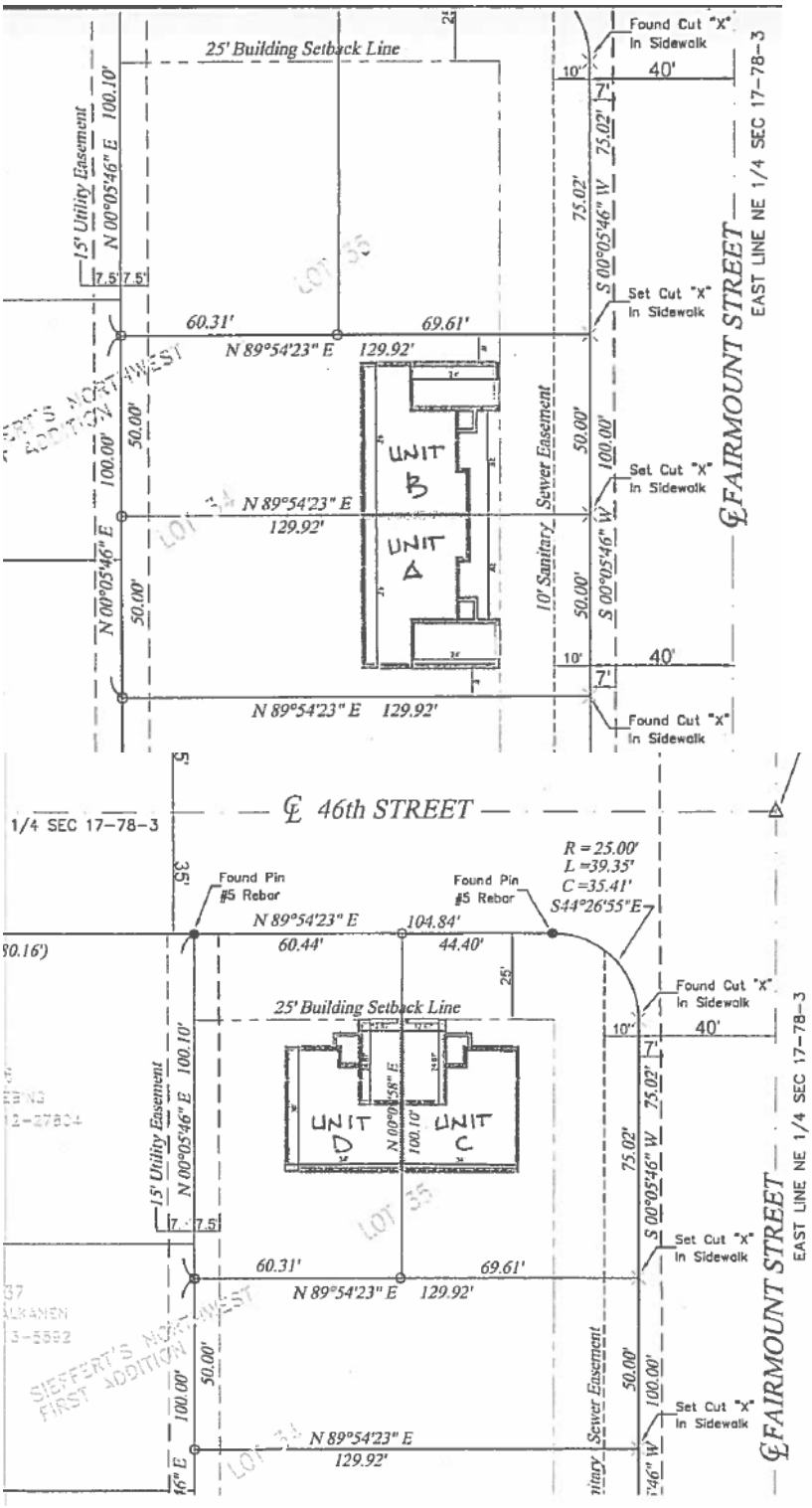
The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

Staff Recommendation:
Findings:
The rezoning conforms to the Comprehensive Plan.
The rezoning offers an alternate housing choice single-family lots vs horizontal condominium regime.

Recommendation:
Staff recommends the City Plan and Zoning Commission accept the findings and forward Case No. REZ16-08 to the City Council for approval.

Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

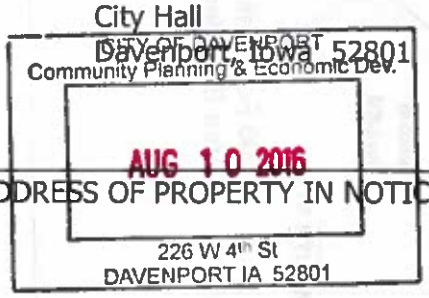


(detach here)

The undersigned **opposes** / **does not oppose** (**circle one**) Petition of Classic Development Co. Inc. (Chris Quilty) (REZ16-08)

Comments: to much traffic for schools and trailer courts that use this roads

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



NAME Jack & Betty Breedlee
ADDRESS 3705 W. 46th St
DATE 8-9-2016
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

REZ16-08
CLASSIC DEVELOPMENT CO INC

PARCEL	NOTICE AREA	NOTICE %	PROTEST (YES/NO)	PROTEST %	PROPERTY ADDRESS	PROPERTY OWNER(S)		OWNER ADDRESS	OWNER CSZ
FORMAT ROW	0.00	0.0%		0.0%					
U1707B19	7881	2.8%		0.0%	4403 N GAYMAN AVE	HAI D NGUYEN	LINH THUY T TRUONG	4403 N GAYMAN AVE	DAVENPORT IA 52806
U1707B10	155	0.1%		0.0%	4404 N GAYMAN AVE	DANIEL S & TEPHANIE A RUNGE	RAYMOND R SNYDER	4404 N GAYMAN AVE	DAVENPORT IA 52806
U1707B18	7566	2.7%		0.0%	4411 N GAYMAN AVE	CHARLOTTE A KOENIGSAECKER		2040 VANATTA AVE	MUSCATINE IA 52761
U1707B11	2162	0.8%		0.0%	4412 N GAYMAN AVE	TONY OVERTON		4412 N GAYMAN AVE	DAVENPORT IA 52806
U1707B17	8406	3.0%		0.0%	4417 N GAYMAN AVE	DELFRANCES SMITH	TANYA SMITH	4417 N GAYMAN AVE	DAVENPORT IA 52806
U1707B12	3108	1.1%		0.0%	4418 N GAYMAN AVE	BRADFORD R JONES		4418 N GAYMAN AVE	DAVENPORT IA 52806
U1707B16	7566	2.7%		0.0%	4503 N GAYMAN AVE	HANNAH R JALKANEN	TIMMY J GRAY JR	4503 N GAYMAN AVE	DAVENPORT IA 52806
U1707B13	3137	1.1%		0.0%	4504 N GAYMAN AVE	LARRY A BEEBE	CHRISTINE A BEEBE	4504 N GAYMAN AVE	DAVENPORT IA 52806
U1707B15	9335	3.3%		0.0%	4513 N GAYMAN AVE	CHRISTINE D MASAT	JAMES MASAT	4513 N GAYMAN AVE	DAVENPORT IA 52806
U1707B14	4095	1.5%		0.0%	3805 W 46TH ST	JEFFERY A WINTERS		3805 W 46TH ST	DAVENPORT IA 52806
U0855C09	10203	3.6%		0.0%	3706 W 46TH ST	CLASSIC DEVELOPMENT CO INC	CHRIS QUILTY	4955 W 39TH ST	DAVENPORT IA 52806
U0855C08	9000	3.2%		0.0%	3712 W 46TH ST	NANCY A WIESE		3712 W 46TH ST	DAVENPORT IA 52806
U0855C07	8142	2.9%		0.0%	3720 W 46TH ST	JEFFERY L SINDT		3720 W 46TH ST	DAVENPORT IA 52806
U0855C06	5441	1.9%		0.0%	3728 W 46TH ST	JARED WILSON	LAUREN WILSON	3728 W 46TH ST	DAVENPORT IA 52806
U0855C05	947	0.3%		0.0%	3804 W 46TH ST	WILLIAM F EDMOND	PAMELA J EDMOND	3804 W 46TH ST	DAVENPORT IA 52806
U1707B20	12859	4.6%		0.0%	3706 W 44TH ST	RICHARD ALL NYLIN	DEBBIE LYNN NYLIN	3706 W 44TH ST	DAVENPORT IA 52806
U1707B21	12342	4.4%		0.0%	4436 N FAIRMOUNT ST	RONDA K MCCREIGHT		4436 N FAIRMOUNT ST	DAVENPORT IA 52806
O1601-02	46809	16.6%		0.0%	4515 N FAIRMOUNT ST	DAVENPORT COMMUNITY SCHOOLS		1606 BRADY ST	DAVENPORT IA 52803
U949-01C	10807	3.8%		0.0%	4915 N FAIRMOUNT ST	RUTH C WILLERS		4915 N FAIRMOUNT ST	DAVENPORT IA 52806
U0855-01A	749	0.3%		0.0%		WANDA SCHUMACHER		4228 W KIMBERLY RD	DAVENPORT IA 52806
U1707C03	6435	2.3%	YES	2.3%	3705 W 46TH ST	JACK & BETTY GREENLEE REV TRUST		3705 W 46TH ST	DAVENPORT IA 52806
U1707C04	6435	2.3%		0.0%	3707 W 46TH ST	TERRY SEBASTIAN LIVING TRUST		3707 W 46TH ST	DAVENPORT IA 52806
U1707C01	6486	2.3%		0.0%	4504 N FAIRMOUNT ST	CLASSIC DEVELOPMENT CO INC		4955 W 39TH ST	DAVENPORT IA 52806
U1707C02	6486	2.3%		0.0%	4507 N FAIRMOUNT ST	CLASSIC DEVELOPMENT CO INC		4955 W 39TH ST	DAVENPORT IA 52806
FORMAT ROW	0.00	0.0%		0.0%					
PARCELS	196,553.3	69.9%							
ROW	84,701.4	30.1%						Alderman:	DICKMANN
TOTAL NOTICE AREA	281,254.7	100%		**2.3%**	**PROTEST RATE**	Protests: 1		Properties:	24

City of Davenport
Community Planning & Economic Development Department

September 7, 2016

Dear Property Owner:

This letter is to inform you that the City Council will be holding a public hearing regarding Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit. [2nd Ward]

At its regular meeting on September 06, 2016, the City Plan and Zoning Commission recommended approval of the petition.

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

A public hearing on this ordinance and proposal will be held before the City Council in the City Council Chambers at City Hall 226 West 4th Street, Davenport Iowa, on Wednesday, September 21, 2016 at 5:30 p.m. At the hearing, interested persons may appear and be heard for or against the proposed petition. All protests from within the 200 foot notice area must be made in writing to be valid.

If you have already responded to the public hearing notice from the City Plan and Zoning Commission, no additional response is necessary. That response will remain in force unless it is withdrawn or changed in writing. The Council will consider written protests which are filed or withdrawn prior to the start of the Committee-of-the-Whole Meeting immediately prior to the scheduled final consideration of the ordinance. Protests filed or withdrawn after that time will not be accepted.

Contact the Community Planning and Economic Development Department:
Phone: (563) 326-7765 ● Fax: (563) 328-6714 ● E-mail: planning@ci.davenport.ia.us

Mail: City of Davenport (CPED), 226 West 4th Street, Davenport, IA 52801

OWNER		ADDRESS	C-S-Z
HAI D NGUYEN	LINH THUY T TRUONG	4403 N GAYMAN AVE	DAVENPORT IA 52806
DANIELS & TEPHANIE RUNGE	RAYMOND R SNIDER	4404 N GAYMAN AVE	DAVENPORT IA 52806
CHARLOTTE A KOENIGSAECKER		2040 VANATTA AVE	MUSCATINE IA 52761
TONY O OVERTON		4412 N GAYMAN AVE	DAVENPORT IA 52806
DELFRANCES SMITH	TANYA SMITH	4417 N GAYMAN AVE	DAVENPORT IA 52806
BRADFORD R JONES		4418 N GAYMAN AVE	DAVENPORT IA 52806
HANNAH R JALKANEN	TIMMY J GRAY JR	4503 N GAYMAN AVE	DAVENPORT IA 52806
LARRY A BEEBE	CHRISTINE A BEEBE	4504 N GAYMAN AVE	DAVENPORT IA 52806
CHRISTINE D MASAT	JAMES MASAT	4513 N GAYMAN AVE	DAVENPORT IA 52806
JEFFERY A WINTERS		3805 W 46TH ST	DAVENPORT IA 52806
CLASSIC DEVELOPMENT CO INC	CHRIS QUILTY	4955 W 39TH ST	DAVENPORT IA 52806
NANCY A WIESE		3712 W 46TH ST	DAVENPORT IA 52806
JEFFERY L SINDT		3720 W 46TH ST	DAVENPORT IA 52806
JARED WILSON	LAUREN WILSON	3728 W 46TH ST	DAVENPORT IA 52806
WILLIAM F EDMOND	PAMELA J EDMOND	3804 W 46TH ST	DAVENPORT IA 52806
RICHARD ALL NYLIN	DEBBIE LYNN NYLIN	3706 W 44TH ST	DAVENPORT IA 52806
RONDA K MCCREIGHT		4436 N FAIRMOUNT ST	DAVENPORT IA 52806
DAVENPORT COMM SCHOOL DIST		1606 BRADY ST	DAVENPORT IA 52803
RUTH C WILLERS		4915 N FAIRMOUNT ST	DAVENPORT IA 52806
WANDA S SCHUMACHER		4228 W KIMBERLY RD	DAVENPORT IA 52806
JACK & BETTY GREENLEE REV TRUST		3705 W 46TH ST	DAVENPORT IA 52806
TERRY SEBASTIAN LIVING TRUST		3707 W 46TH ST	DAVENPORT IA 52806
ALD MARIA DICKMANN		226 W 4TH ST	

TO BE PUBLISHED IN THE WEDNESDAY SEPTEMBER 14, 2016 ADDITION OF THE QUAD CITY TIMES, HAVING THE NOTICE BILLED TO PO NO. 1703911 AND RECEIVING THE PROOF OF PUBLICATION PRIOR TO THE PUBLIC HEARING

TO WHOM IT MAY CONCERN:

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

Case No. REZ16-08: REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit. [2nd Ward]

The property has the following legal description:

Part of the Northeast Quarter of Section 17, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Lots 34 and 35 of Seiffert's Northwest First Addition the City of Davenport, Scott County, Iowa. Said tract contains 0.594 acre, more or less.

The City Plan and Zoning Commission forwards Case No. REZ16-08 to the City Council with a recommendation for approval.

A public hearing on this ordinance will be held before the Committee of the Whole in the Council Chambers, City Hall, Davenport, Iowa on Wednesday, September 21, 2016, at 5:30 p.m. At the hearing interested parties may appear and be heard regarding the proposed ordinances.
PO #1703911.

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

City of Davenport

Agenda Group: Community Development **Action / Date**
Department: Community Planning & Economic Development **CD9/21/2016**
Contact Info: Heather Johnson, 563-888-2004
Wards: All

Subject:
Public hearing on the Consolidated Plan Annual Performance Evaluation Report for the year ending June 30, 2016. [All Wards]

Recommendation:
Hold the public hearing.

Relationship to Goals:
Revitalized neighborhoods and corridors.

Background:
At the conclusion of each program year, the Department of Housing and Urban Development (HUD) requires a public hearing to provide citizens an opportunity to comment on the performance and accomplishments of the activities funded by the Community Development Block Grant Program and the HOME Investment Partnerships Program. The report also provides information on the efforts of other entities to address the needs identified in the City's Consolidated Plan. From September 11 to September 26, a draft of the annual Performance Report is available for review in Council's Office, Community Planning & Economic Development Department, the Main, Fairmount and Eastern Avenue branches of the library and on the City's website.
Attached is the year end summary report listing the activities funded through the CDBG program, the dollars spent, and the number of program beneficiaries.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	CDBG Year End Summary Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Holecek, Jackie	Approved	9/21/2016 - 9:43 AM

YR 40 CDBG Year End Report (July 1, 2015 -- June 30, 2016)

AGENCY	PURPOSE/SERVICES	PROGRAM	CDBG BUDGET	YTD EXPENDED	BENEFICIARY DATA (H) Number of Households (P) Number of Persons No. Proposed	No. Assisted	Low/ Mod
CDBG ADMINISTRATION:						Over 7,208 Davenport individuals and households served by subrecipient agencies and city projects.	
COMMUNITY PLANNING AND ECONOMIC DEVELOPMENT	Coordinates, administers, monitors CDBG program with HUD and sub- recipients; prepares reports and plans required by HUD	Number "assisted" represents the total number assisted (persons and households) by non-profits and city programs funded, in part, through the CDBG entitlement program.	$288,664	$259,664			7,208
ECONOMIC DEVELOPMENT:							
OFFICE OF ECONOMIC DEVELOPMENT	Create and retain jobs; provide loans, loan guarantees and grants to support economic development projects; alleviate slum and blighted conditions	*STAFF (program income)*	$45,945	$45,945			
		ECONOMIC	$89,916	$0	10 new loans	10 new loans 4 in progress from prior year	25 jobs to be created or retained
		DEVELOPMENT FUND	$578,337 (prior yr)	$57,054			
		program income	$256,185	$256,185			
HOUSING REHABILITATION:							
OFFICE OF HOUSING REHABILITATION	Revolving loan fund for affordable housing, accessibility improvements for disabled homeowners and neighborhood revitalization activities such as infrastructure in support of affordable housing	*STAFF (program income)*	*$92,931*	*$92,931*	27 Households 1 Demolition 2 Curb/Gutter/ Streets (5,380 in area benefit)	27 Households 1 Demolition 2 Curb/Gutter/ Streets (5,380 in area benefit)	27 Households 1 Demolition 2 Curb/Gutter/ Streets (5,380 in area benefit)
		(current year funds)	*$287,027*	*$246,403*			
		RLF	$130,292	$125,082			
		Prior year funds	$855,319	$855,319			
		Program income	*$273,871*	$273,871			
UNITED NEIGHBORS, INC.	Provides downpayment assistance and homebuyer classes.	DREAM PROGRAM	$32,000	$31,000	31 H	31	31
		DREAM STAFF	$32,284	$27,413	200 (H)	266	266

PUBLIC SERVICES:							
BIG BROTHERS/ BIG SISTERS	Provides adult mentoring for children	ADULT MENTORING	$17,987	$17,987	400 (P)	230	225
BOYS AND GIRLS CLUB	Provides recreation, education, cultural arts and leadership Programs at one Davenport site	YOUTH PROGRAM	$19,725	$19,725	400 (P)	168	161
FAMILY RESOURCES	Provides services to survivors of domestic And sexual abuse, juvenile justice, Behavioral health, education programs And child welfare programs	DOMESTIC VIOLENCE ADVOCACY AND SHELTER	$21,521	$21,521	960 (P)	265	244
FRIENDLY HOUSE	Provides programs and services for residents pre-school through adult including day care, educational, recreational and food programs	YEAR ROUND YOUTH SERVICES	$23,276	$23,276	200 (P)	97	88
HUMILITY OF MARY HOUSING	Support for housing and services for single parent households in need of transitional housing.	HOMELESS SERVICE	$22,742	$22,742	360 (P)	130	130
HUMILITY OF MARY SHELTER	Support for housing and services for homeless individuals, primarily emergency housing with a path to transitional units	HOMELESS SERVICE	$24,794	$24,794	400 (P)	125	125
PROJECT RENEWAL	Provides after school program with social, recreational, educational activities	YOUTH PROGRAM	$23,776	$23,776	120 (P)	50	50
SALVATION ARMY FAMILY SERVICE CENTER	Provides emergency shelter, meal site, and case management services	EMERGENCY SHELTER	$24,192	24,192	350 (P)	131	131
UNITED NEIGHBORS, INC.	Summer recreational and educational Activities for children of low and moderate Income households.	SUMMER PARKS	$21,987	$21,353	780 (P)	308	0
VERA FRENCH COMMUNITY MENTAL HEALTH	Provides supportive services to Vera French Housing Corporation tenants	TENANT SUPPORT SERVICES	$20,000	$20,000	70 (P)	14	14

City of Davenport

Agenda Group: Public Works **Action / Date**
Department: Public Works **PW9/21/2016**
Contact Info: Sandy Doran;(563) 326-7756
Wards: All

Subject:
Public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. CIP Project #30028 funded at $680,000 in bonds abated by sewer funds. [All Wards]

Recommendation:
Hold the hearing.

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

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

Program management and quality assurance inspections will be completed by the Engineering Division. The project letting is proposed for late September, 2016. This project will be constructed starting in November, 2016 with project closeout in spring.

Funds for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. are budgeted in CIP #30028 for a total of $680,000.

ATTACHMENTS:

Type	Description
Backup Material	Notice of Hearing to Deputy City Clerk
Backup Material	plans
Backup Material	special conditions

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/14/2016 - 5:17 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 5:17 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 5:19 PM

Notice of Hearing

on Proposed Plans, Specifications and Proposed Contract for the

Kimberly Road Sewer Repalcement Project

Notice is hereby given that at 5:30 P.M., on Wednesday, September 21st, 2016, at the Council Chambers, City Hall, in the City of Davenport, Iowa, there will be conducted a hearing on the proposed plans, specifications and form of contract which the City Council has caused to be filed with the City Clerk of the City of Davenport, Iowa, and on the cost and necessity of the above project in the City of Davenport, Iowa.

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

Jackie E. Holecek,
Deputy City Clerk

Davenport, Iowa
September 8, 2016

Publish once 9/15/2016
QUAD-CITY TIMES

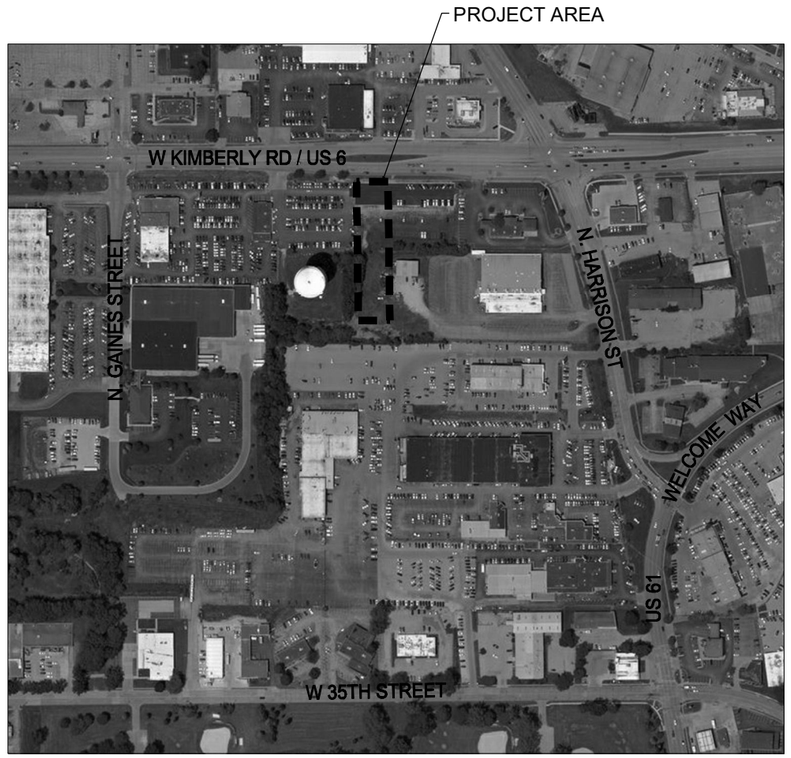
DAVENPORT BID #17-26

CITY OF DAVENPORT

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

SEPTEMBER 14, 2016

KEY MAP



PROJECT LOCATION

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

PREPARED FOR

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

LICENSED PROFESSIONAL ENGINEER
TRACEY L. WEBB
16650
IOWA

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.

09/14/2016

TRACEY L. WEBB — DATE

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

PREPARED BY

DONOHUE

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

GENERAL NOTES

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.

1. VERTICAL AND HORIZONTAL BENCHMARKS ARE SHOWN ON THE DRAWINGS.
2. THE LOCATION OF IMPROVEMENTS HAS BEEN INDICATED WITH THE USE OF STATIONING ALONG A LINE WHICH CAN BE LOCATED WITH THE USE OF COORDINATES AS INDICATED ON THE DRAWINGS. OTHER DIMENSIONS ARE SHOWN ON THE DRAWINGS TO AID THE CONTRACTOR AND REVIEW AGENCIES WITH A DETERMINATION OF THE APPROXIMATE FIELD LOCATION REFERENCED FROM NEARBY SITE OBJECTS. COORDINATE VALUES AND STATIONING SUPERSEDE DIMENSIONAL REFERENCES IN CASE OF CONFLICTS.
3. DIMENSIONS OR COORDINATES TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS AND COORDINATES IN THE FIELD FOR PROPER FIT AND ALIGNMENT.
4. WHEN COORDINATES ARE USED THE COORDINATE REFERENCE IS AT THE INTERSECTION OF LINES, AT THE CENTER OF CIRCULAR STRUCTURES, AT THE PIPE CENTERLINE, AND CORNERS OF RECTANGULAR STRUCTURES UNLESS NOTED OTHERWISE.
5. THE CONTRACTOR SHALL CONTACT THE UTILITY LOCATION SYSTEM (IOWA ONE CALL IN IOWA) AT 811 OR 1-800-292-8989 A MINIMUM OF 72 HOURS PRIOR TO PERFORMING ANY EARTH MOVING OR EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY OTHER UTILITIES WHICH MAY BE PRESENT WHICH ARE NOT PART OF THE ONE CALL SYSTEM. NOTIFY CITY OF DAVENPORT STAFF ONE WEEK IN ADVANCE OF CITY UTILITY LOCATION NEEDS TO ALLOW ADEQUATE RESPONSE TIME.
6. 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.
7. 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. CONTRACTOR IS REQUIRED TO FIELD LOCATE ALL CROSSING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION ACTIVITIES TO ALLOW ENGINEER TO REVISE LOCATIONS OF NEW FACILITIES TO AVOID CONFLICTS WITHOUT ADDITIONAL COST TO OWNER.
8. THE CONTRACTOR SHALL COMPLY WITH THE TRAFFIC CONTROL REQUIREMENTS OF THE STATE OF IOWA AND THE CITY OF DAVENPORT. THE CONTRACTOR SHALL NOTIFY THE CITY OF DAVENPORT, POLICE AND FIRE DEPARTMENTS, AND SCHOOL OFFICIALS OF ALL CONSTRUCTION ACTIVITIES IMPACTING LOCAL STREETS A MINIMUM OF 48 HOURS IN ADVANCE.
9. ACCESS CONSTRAINTS TO BE PLACED ON THE CONTRACTOR FOR THE PROJECT ARE SHOWN ON THE PLANS
10. THE CONTRACTOR SHALL COORDINATE THE ACTIVITIES OF HIS PERSONNEL, SUBCONTRACTORS, AND UTILITIES PERFORMING WORK ON THIS PROJECT. THE CONTRACTOR SHALL ALSO COORDINATE WITH CITY CREWS AND OTHER CONTRACTORS WORKING IN OR NEAR THE PROJECT AREA.
11. THE CONTRACTOR SHALL MAINTAIN ON FILE WITH THE OWNER AND ENGINEER A CURRENT LIST OF EMERGENCY TELEPHONE NUMBERS FOR THE CONTRACTORS SUPERVISORY PERSONNEL ASSIGNED TO THIS PROJECT. NO LESS THAN 2 NAMES WITH 24 HOUR PHONE NUMBERS SHALL BE INCLUDED.
12. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO EXISTING RIGHT-OF-WAYS AND EASEMENTS SHOWN ON THE DRAWINGS. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY OUTSIDE OF THESE LIMITS SHALL BE REPAIRED OR REPLACED TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
13. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE AREAS WHERE PROPOSED IMPROVEMENTS OR GRADING ACTIVITIES ARE TO BE LOCATED AND FOR A DISTANCE OF 10 FEET SURROUNDING THE IMPROVEMENTS. REMOVAL OF OTHER TREES AND SHRUBS WHICH ARE NOT AUTHORIZED FOR REMOVAL SHALL BE REPLACED BY THE CONTRACTOR WITH LIKE KIND AND SIZE AT NO COST TO THE OWNER. IF SUCH REMOVALS ARE THE CAUSE OF FINES AND OTHER ACTIONS BY REGULATORY AGENCIES THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SUCH FINES AND ACTIONS.
14. ELEVATIONS CALLED OUT ON THE DRAWINGS ARE TYPICALLY AT THE "INVERT" OR BOTTOM OF PIPES AND STRUCTURES, ALONG THE FLOW LINE IN GUTTERS AND SWALES, AND AT THE "RIM" OR TOP (FINISHED GRADE) OF THE FRAME AND COVERS. OTHER ELEVATIONS ARE SPECIFICALLY NOTED.
15. UNLESS NOTED OTHERWISE RESTORATION OF EXISTING SANITARY SEWERS AND SERVICE LINES, WATER MAINS AND SERVICE LINES, STORM SEWERS, OTHER UTILITIES, SIDEWALKS, CURBS, DRIVEWAYS, STREETS OR OTHER IMPROVEMENTS NOT SHOWN AS BEING REMOVED, REPLACED OR MODIFIED BY THE PROJECT IS REQUIRED ONLY TO THE EXTENT THEY ARE DAMAGED OR DISTURBED BY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL RESTORE ALL DAMAGED AND DISTURBED IMPROVEMENTS TO THE IMPROVEMENT OWNERS AND ENGINEERS SATISFACTION. PAYMENT FOR SUCH RESTORATION SHALL BE INCIDENTAL TO THE PROJECT.
16. WHERE NEW WORK ABUTS EXISTING CURBS, SIDEWALK, DRIVES, OR OTHER PAVEMENTS WHICH ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE NEAT SAWCUTS, FULL DEPTH AT THE LIMIT OF CONSTRUCTION. PAYMENT FOR SAWCUTS SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM.
17. CONTRACTOR SHALL PROVIDE SUPPORT AND SHALL MAINTAIN SERVICE TO ALL ABOVE AND BELOW GRADE UTILITIES INCLUDING POLES, CABLES, WIRES, WATER, GAS, STORM , AND SANITARY FACILITIES, OR WITH THE WRITTEN CONCURRENCE OF THE UTILITY OWNER, MAY REMOVE, STORE, REINSTALL AND REPLACE AS NECESSARY.
18. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION OF THE PROJECT. REFER TO THE GENERAL AND SUPPLEMENTAL CONDITIONS FOR ADDITIONAL INFORMATION.
19. ALL PROPERTY PINS (STEEL REBARS, PIPES, CAPPED PINS, ETC.) WHICH WERE FOUND OR LOCATED ON THE PROJECT SITE WHETHER SHOWN ON THE PLANS OR ENCOUNTERED DURING CONSTRUCTION SHALL BE PROTECTED. IF PROPERTY PINS ARE DAMAGED, DESTROYED OR MOVED, THE CONTRACTOR SHALL PROVIDE THE SERVICES OF A LICENSED IOWA LAND SURVEYOR TO REPLACE THEM AT NO COST TO THE OWNER.
20. AS PART OF THE CONTRACTOR'S RESPONSIBILITIES A DETAILED SET OF RECORD DRAWINGS SHALL BE KEPT TO RECORD CHANGES OR DEVIATIONS FROM THE PLANS AND TO SHOW EXISTING UNDERGROUND UTILITIES OR OTHER FEATURES ENCOUNTERED DURING CONSTRUCTION.
21. BEDDING, HAUNCHING AND INITIAL BACKFILL FOR SANITARY SEWERS (BOTH MAIN AND LATERALS) SHALL CONFORM TO CITY SEWER STANDARDS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NO. 6.6B, EXCEPTING A MINIMUM OF 12" OF BEDDING SHALL BE REQUIRED BENEATH THE PIPE.
22. ALL DISTURBED AREAS SHALL BE RESTORED TO MATCH EXISTING GRADING AND MAINTAIN DRAINAGE FLOWS.

LEGEND

	LIGHTING STANDARD
	POLE MOUNTED LUMINAIRE
	UTILITY POLE
	UTILITY POLE WITH GUY WIRE AND ANCHOR
	SIGN (MULTIPLE POST, SINGLE POST)
700	EXISTING CONTOUR LINE
700	PROPOSED CONTOUR LINE
X TC 600.00	TOP/CURB ELEVATION; BASED ON BENCHMARK DATUM
X FL 600.00	FLOW LINE ELEVATION; BASED ON BENCHMARK DATUM
X 600.00	SPOT ELEVATION AT CENTER OF "X"
S.B. #XX N 10000.0000 E 10000.0000	SOIL BORING LOCATION & REFERENCE NUMBER COORDINATE POINT ON GRID SYSTEM
IPF	FOUND OR SET 5/8" DIAMETER REBAR
EXIST. R.O.W.	EXISTING RIGHT-OF-WAY LINE
R.O.W.	PROPOSED RIGHT-OF-WAY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
X X	EXISTING FENCE LINE
-VL	ITEM LOCATION AND/OR ELEVATION TO BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF WORK AT NO ADDITIONAL COST.
5 4 8 9	SECTION CORNER
	DECIDUOUS TREE W/SIZE
	CONIFEROUS TREE W/SIZE
	HEDGEROW, BUSHES, OR TREE LINE

T	EXISTING TELEPHONE LINE
CATV	EXISTING CABLE TELEVISION
OH	EXISTING OVERHEAD UTILITY LINE
E	EXISTING UNDERGROUND ELECTRIC CONDUIT
GAS	EXISTING GAS MAIN
SAN	EXISTING SANITARY SEWER
SAN	PROPOSED SANITARY SEWER
STM	EXISTING STORM SEWER
STM	PROPOSED STORM SEWER
W	EXISTING WATER MAIN OR SERVICE
FO	EXISTING FIBER-OPTIC TELEHONE DUCT

EXISTING	PROPOSED	
		VALVE WITH BOX
	VV#	VALVE VAULT
		CURB STOP W/CURB BOX
	FHYD#	FIRE HYDRANT ASSEMBLY
YH	YH	YARD HYDRANT
		SANITARY SEWER MANHOLE
		STORM SEWER MANHOLE
		STORM SEWER INLET / CATCH BASIN
E		ELECTRICAL MANHOLE
T		TELEPHONE MANHOLE
		TELEPHONE JUNCTION BOX
		EXISTING PIPE OVER 24"
		PROPOSED PIPE OVER 24"
		FLARED END SECTION
		HEADWALL

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

UTILITY INFORMATION

GAS
MIDAMERICAN ENERGY COMPANY
2811 5TH AVENUE
ROCK ISLAND, IL 61201
309-793-3704
CONTACT: MATT KOVACIC

ELECTRIC
MIDAMERICAN ENERGY COMPANY
106 E. 2ND STREET
DAVENPORT, IA 52801
563-333-8706
CONTACT: NATE TEAGER

WATER
IOWA-AMERICAN WATER COMPANY
5201 GRAND AVENUE
DAVENPORT, IA 52807
563-468-9222
CONTACT: JULIE DUBOIS

SANITARY
CITY OF DAVENPORT
1200 E. 46TH STREET
DAVENPORT, IA 52807
CONTACT: RON HOCKER (SEWERS)
563-327-5169

TELEPHONE
CENTURYLINK
528 MAIN STREET
DAVENPORT, IA 52801
563-424-0931
CONTACT: JASON GILBREATH

CABLE
MEDIACOM
3900 26TH AVENUE
MOLINE, IL 61265
309-743-4750
CONTACT: JOHN SMITH

811 Know what's below. Call before you dig.

Date | Checked By | Drawn By | Revision Description | Revision Number

OWNER REVIEW
NOT FOR CONSTRUCTION

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP02 Legend.dwg
Project No.	13094
Project Date	09/14/2016

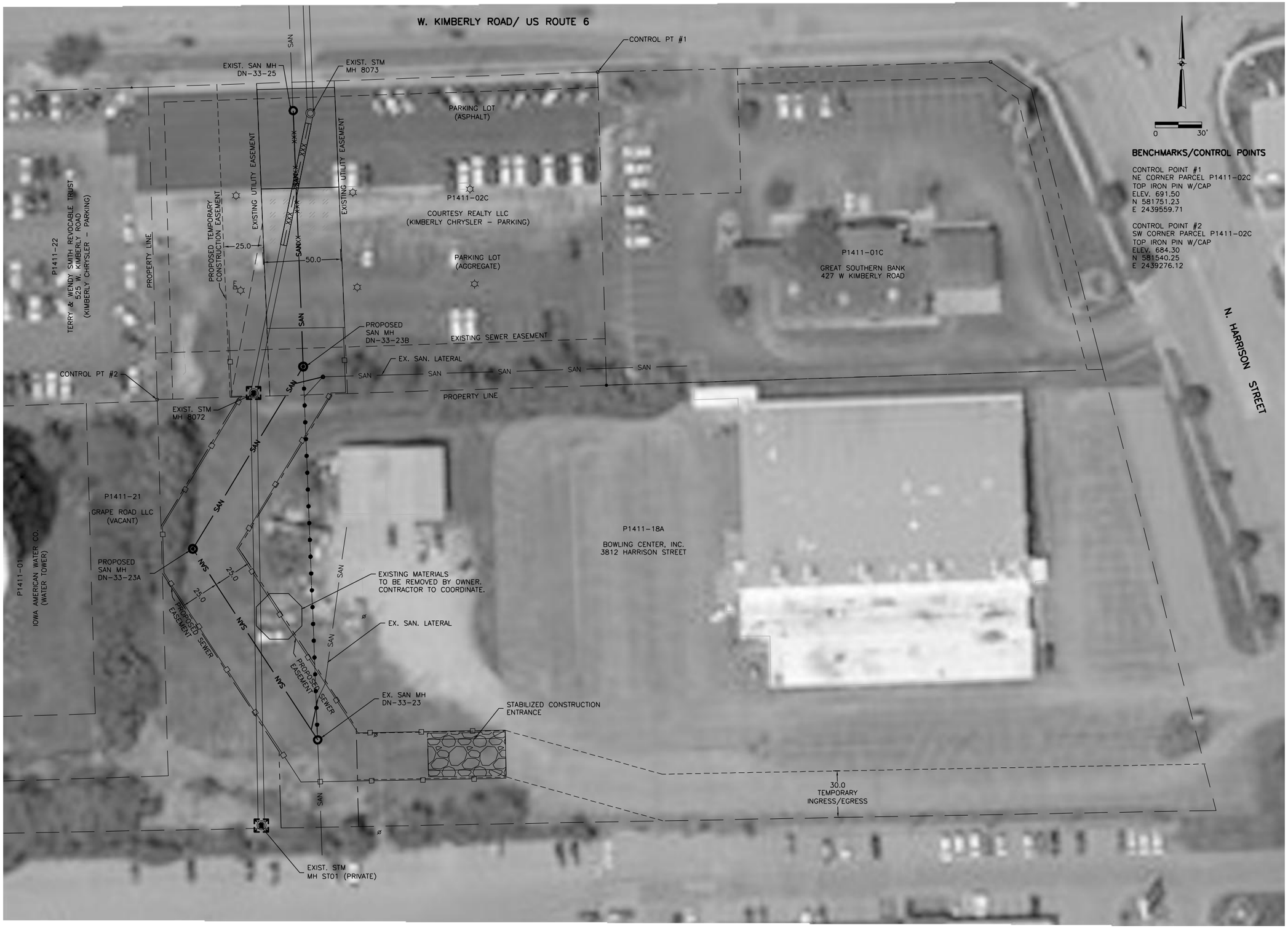
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

LEGEND AND GENERAL NOTES

DONOHUE

Sheet No. 2

Drawing No. CP02



BENCHMARKS/CONTROL POINTS

CONTROL POINT #1
NE CORNER PARCEL P1411-02C
TOP IRON PIN W/CAP
ELEV. 691.50
N 581751.23
E 2439559.71

CONTROL POINT #2
SW CORNER PARCEL P1411-02C
TOP IRON PIN W/CAP
ELEV. 684.30
N 581540.25
E 2439276.12

Revision Number	Revision Description	Drawn By	Checked By	Date
	OWNER REVIEW NOT FOR CONSTRUCTION			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP03 002CK1.dwg
Project No.	13094
Project Date	09/14/2016

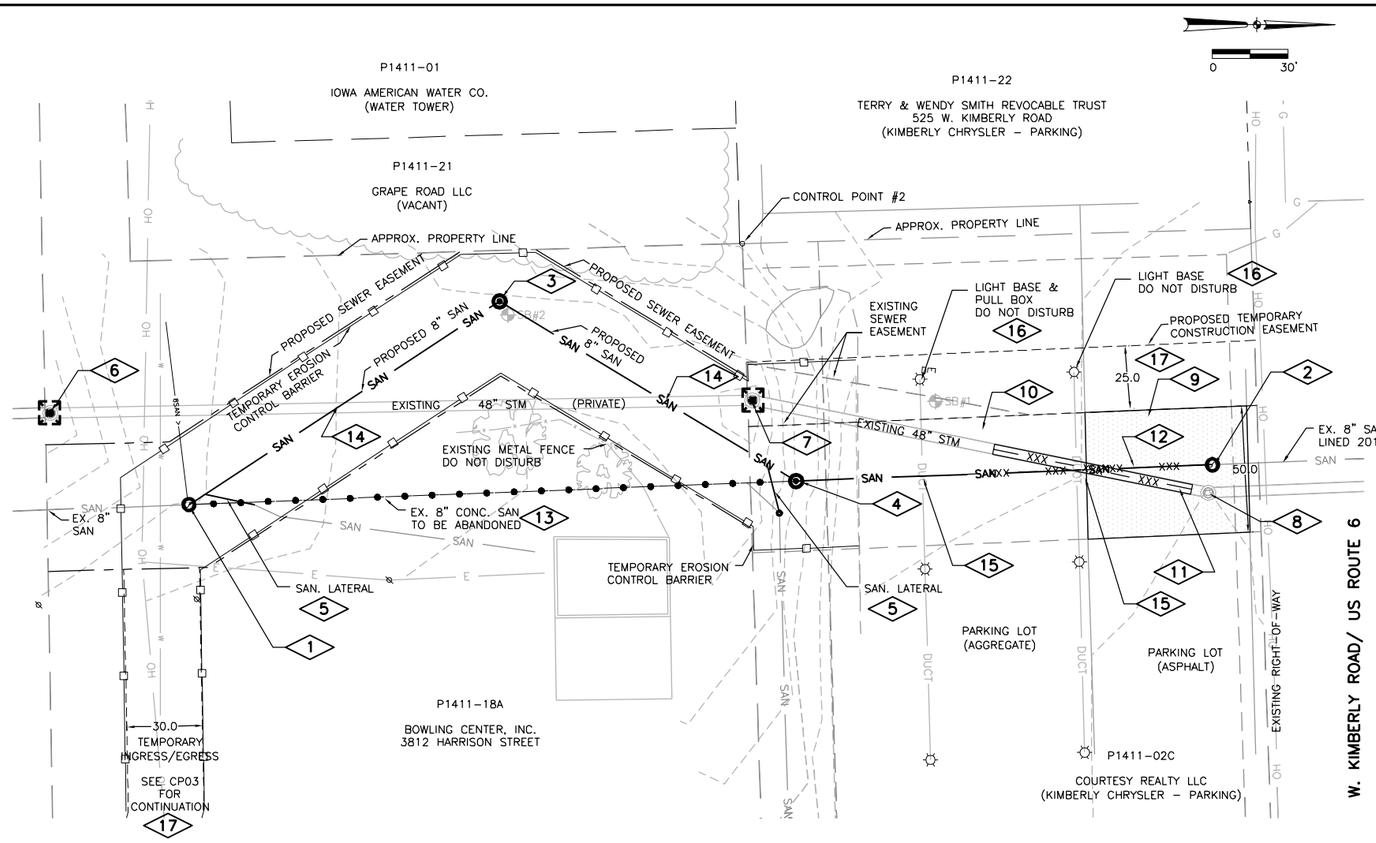
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

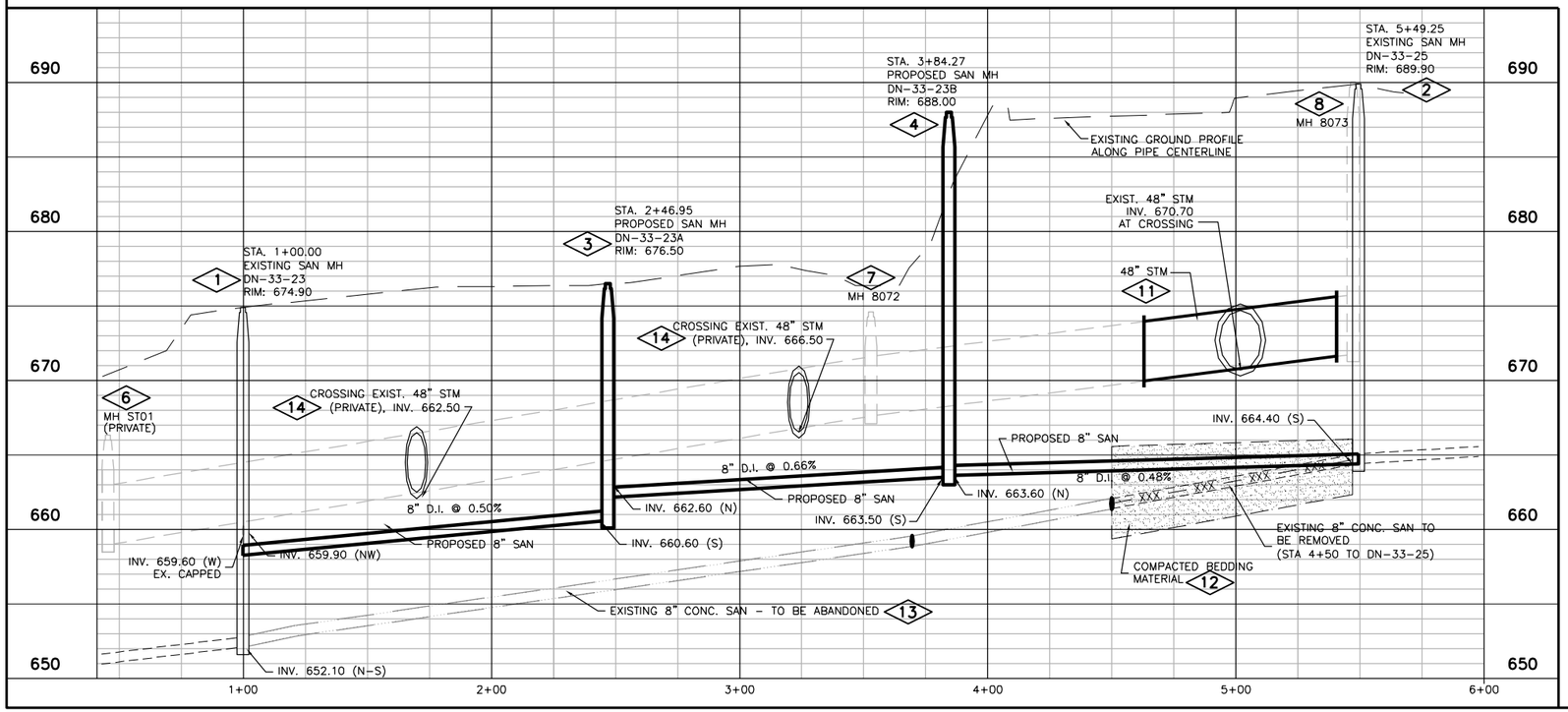
SITE OVERVIEW

DONOHUE

Sheet No. 3

Drawing No. **CP03**





PLAN NOTES:

1. 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.

2. 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.

3. MANHOLE #DN-33-23A, PROPOSED SAN, 60" DIA.
   N: 581444.07
   E: 2439298.99
   CONSTRUCT PER CITY STANDARDS

4. MANHOLE #DN-33-23B, PROPOSED SAN, 60" DIA.
   N: 581561.55
   E: 2439370.09

5. CONNECT EXISTING SEWER LATERAL. PROVIDE WYE CONNECTION AT MAIN. EXISTING LATERAL LOCATION SHALL BE FIELD VERIFIED.

6. MANHOLE ST01 (PRIVATE), EXISTING STORM – PROTECT
   RIM: 666.30
   INV. 658.95
   OPEN GRATE – PROVIDE TEMPORARY INLET PROTECTION

7. MANHOLE #8072, EXISTING STORM – PROTECT
   RIM: 674.60
   INV. 667.60
   OPEN GRATE – PROVIDE TEMPORARY INLET PROTECTION

8. MANHOLE #8072, EXISTING STORM – PROTECT
   RIM: 690.05
   INV. 671.75
   CLOSED LID

9. 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:
   2-1/2" HMA SURFACE ON
   1-1/2" HMA BINDER ON
   12" COMPACTED AGGREGATE BASE ON
   GEOTEXTILE FABRIC ON
   COMPACTED SUBGRADE

10. REMOVE 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.

11. REMOVE AND RESET 80 LF OF EXISTING 48" RCP PIPE. REMOVE TO NEAREST JOINT. PROVIDE CONCRETE COLLAR AT UPSTREAM CONNECTION POINT.

12. REMOVE 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.

13. ABANDON EXISTING SANITARY PIPE IN PLACE. FILL WITH PUMPED FLOWABLE FILL.

14. PROTECT AND SUPPORT EXISTING STORM SEWER. PROVIDE CONCRETE CRADLE BETWEEN EXISTING STORM SEWER AND SANITARY, PER DETAIL C560

15. PROTECT EXISTING UTILITY CONDUIT. SEE DETAIL C507

16. 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.

17. RESTORE EXISTING HMA SURFACE WITHIN TEMPORARY EASEMENT. MILL & OVERLAY, 2-INCH AS DIRECTED BY PROJECT MANAGER, IF DAMAGED BY CONTRACTOR'S ACTIVITIES.

Revision Number	Revision Description	Drawn By	Checked By	Date
	NOT FOR CONSTRUCTION OWNER REVIEW			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP04 002CPP1.dwg
Project No.	13094
Project Date	09/14/2016

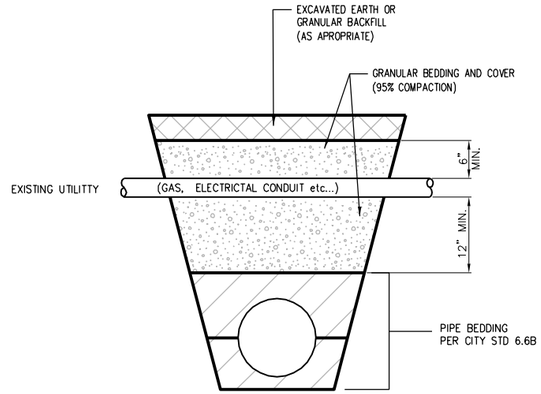
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

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

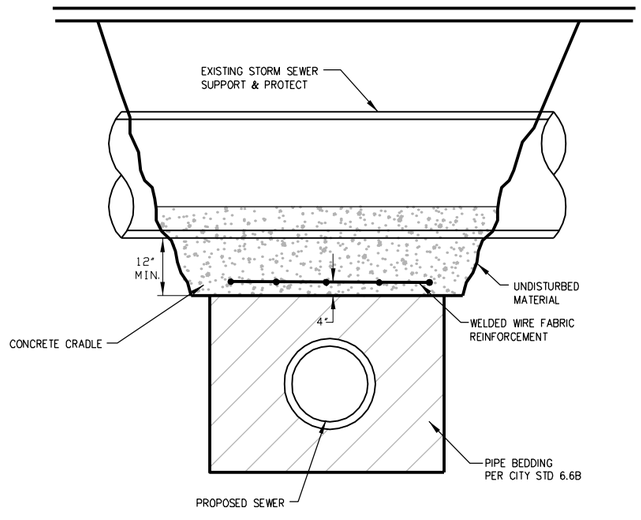
DONOHUE

Sheet No. 4

Drawing No. CP04



BACKFILLING DETAIL
AROUND EXISTING UTILITIES C507
NTS



SEWER CROSSING DETAIL C560
NTS

Revision Number	Revision Description	Drawn By	Checked By	Date
	OWNER REVIEW NOT FOR CONSTRUCTION			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP05 002CD1.dwg
Project No.	13094
Project Date	09/14/2016

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

DETAILS

DONOHUE

Sheet No. 5

Drawing No. **CP05**

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)

1. WASTE SITES AND SALVAGE

Salvage materials such as castings, pipe, and similar materials shall be disposed of by the Contractor as designated in these Contract Documents or as directed by the Engineer.

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 Engineer:

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.

2. 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.

3. 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

4. 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.

5. 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.

6. 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.

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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."

17. 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 and place 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.

<table>
<tr><th rowspan="2">Type</th><th rowspan="2">Soil Group Symbol ASTM D 2487</th><th rowspan="2">Description</th><th colspan="3">Percentage Passing Sieve Sizes</th></tr>
<tr><th>1½ in.</th><th>No. 4</th><th>No. 200</th></tr>
<tr><td rowspan="4">Coarse-Grained Soils, clean</td><td>GW</td><td>Well-graded gravels and gravel-sand mixtures; little or no fines</td><td rowspan="4">100%</td><td rowspan="2">‹50% of “Coarse Fraction”</td><td rowspan="4">‹5%</td></tr>
<tr><td>GP</td><td>Poorly-graded gravels and gravel-sand mixtures; little or no fines.</td></tr>
<tr><td>SW</td><td>Well-graded sands and gravelly sands; little or no fines.</td><td rowspan="2">›50% of “Coarse Fraction”</td></tr>
<tr><td>SP</td><td>Poorly-graded sands and gravelly sands; little or no fines.</td></tr>
</table>

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 on the date 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 (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, 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. STORM SEWER PIPE, REMOVE AND REINSTALL (ITEM NO. 11)

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.

12. CONCRETE CRADLE (ITEM NO. 12)

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.

13. SANITARY MANHOLE, EXISTING – MODIFY (ITEM NO. 13 & 14)

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.

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

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 & 15 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.

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

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. 15 which payment is provided elsewhere in the contract.

Sanitary manholes shall be constructed according to City Standard Specifications, City Standard Details, 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.

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

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.

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

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).

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

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.

19. SELECT TOPSOIL (ITEM NO. 20)

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.

20. TURF RESTORATION (ITEM NO. 21)

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: Committee of the Whole
Department: Office of the Mayor
Contact Info: Nevada Lemke
Wards: All

Action / Date
9/21/2016

Subject:
Proclamation for HAVlife Foundation

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 4:32 PM

Proclamation

Whereas the week of September 18th thru September 24th has been designated as Preventing Lost Potential Week by the HAVlife™ Foundation; and

Whereas the Preventing Lost Potential Week is to be an annual week of celebration and provides a renewed focus on the importance of and dedication to educate, encourage, protect and develop our community's youth; and

Whereas the HAVlife™ Foundation serves as an advocate for all schools, nonprofit organizations, sports clubs, civic organizations, government programs and religious institutions that place emphasis on valuing and caring for youth; and

Whereas this week initiates an ongoing movement to make the Quad Cities community the best place in the nation for youth; and

Whereas the City of Davenport recognizes that this effort is successful because of the partnerships that HAVlife™ Foundation has formed with residents, businesses and community organizations.

Now therefore we, Frank Klipsch, Mayor, and the City Council of Davenport, Iowa, do hereby proclaim the week of September 18th thru the 24th, 2016 as

Preventing Lost Potential Week 2016

and call upon all citizens of our great city to join with us in support of this valuable dedication and demonstration of commitment to our youth in the Quad Cities Community.

Dated this 21st day of September 2016.

_____

Frank J. Klipsch
Mayor of Davenport

_____

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning and Economic Development **8/17/2016**
Contact Info: Matt Flynn 326-7743 mflynn@ci.davenport.ia.us
Wards: All

Subject:
Third Consideration: Ordinance for Case No. ORD16-01: Request of the City of Davenport for a text amendment to Title 17 of the Davenport Municipal Code by amending Chapter 17.46 of the Davenport City Code, entitled “nonconforming uses” by adding a section to allow nonconforming agricultural properties containing a minimum of 10 acres within the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations. [All Wards]

Recommendation:
The City Plan and Zoning Commission forwards Case No. ORD16-01 to the City Council with a recommendation for approval without any special conditions. The Commission vote for approval was 9-yes, 0-no and 0-abstention.

Relationship to Goals:
Welcoming neighborhoods.

Background:
The City of Davenport is proposing this text amendment to allow property owners within the “R-1” Low Density Dwelling District, which have non-conforming agricultural uses containing a minimum of 10 acres, to erect fences, accessory buildings and barns in accordance with “A-1” Agricultural District regulations.

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

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Proposed Ordinance
🗋	Backup Material	Plan and Zoning Commission Letter
🗋	Backup Material	Plan and Zoning Commission Vote Results
🗋	Backup Material	Plan and Zoning Commssion Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 9:08 AM

ORDINANCE NO. 2016

An ORDINANCE to amend Title 17 of the Davenport Municipal Code by amending Chapter Section 17.46 of the Davenport City Code, entitled "nonconforming uses" by adding a section to allow nonconforming agricultural properties containing a minimum of 10 acres within the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations. (City of Davenport, petitioner Case No. 16-01).

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

Section 1. That Chapter 17.46 of the Davenport Municipal Code be amended to read as follows:

Chapter 17.46 NONCONFORMING USES

Sections:

17.46.010 Discontinuance—Within five years.
17.46.020 Discontinuance—Conformance required.
17.46.030 Continuance.
17.46.040 Damaged building.
17.46.050 Effect on previous violations.
17.46.060 Nonconforming Agricultural Uses within the "R-1" Low Density Dwelling District.

17.46.010 Discontinuance-Within five years.
The lawful use of land for storage purposes (where such use is not an adjunct of any building) and for advertising signs and billboards which do not conform to the provisions of this title, the same uses of land which become nonconforming by rea-son of a subsequent change in this amending title shall also be discontinued within five years from the date of change.

17.46.020 Discontinuance-Conformance required.
In the event that a nonconforming use of any building or premises is discontinued or its normal operation stopped for a period of one year, the use of the same shall thereafter conform to the regulations of the district in which it is located.

17.46.030 Continuance.
The lawful use of a building existing at the time of the adoption of this section may be continued, although such use does not conform with the pro-visions of this section, if no structural alterations are made. A nonconforming use of a building may be changed to another nonconforming use of the same or lesser intensity. Intensity shall be deter-mined by:

A. The hours that the use is conducted.
    1. The length of the use in terms of the total number of hours that the activity is usually carried out.
    2. The time of day that is customary for the operation of the business or activity.

B. The required parking; a use shall be con-sidered more intense if it requires more parking than the previous use.
C. The general compatibility of the proposed use with the surrounding uses.

The foregoing provisions shall also apply to nonconforming uses in districts hereafter changed. Wherever a nonconforming use of a building has been changed to a less intensive use or to a con-forming use, such use shall not thereafter be changed to a more intensive use, even if that use previously existed on that property.

17.46.040 Damaged building.
No building which has been damaged by fire, explosion, act of God, or the public enemy, to the extent of more than sixty-five percent of its value, shall be restored except in conformity with the reg-ulations of this title.

17.46.050 Effect on previous violations.
No nonconforming structure that was erected, converted, or structurally altered in violation of the provisions of the ordinance which this title repeals shall be validated by the adoption of this title, and such violations or any violations of this title may be ordered removed or corrected by the proper offi-cials at any time.

17.46.060 Nonconforming Agricultural Uses in "R-1" Low Density Dwelling District.
Where existing nonconforming agricultural uses, such as row crop farming and farm animal husbandry, including horses, are located on properties containing a minimum of 10 acres within the "R-1" Low Density Dwelling District, the following shall apply:
A. Fences may conform to the "A-1" Agricultural District standards enumerated in Section 17.42.090 of the Davenport City Code, entitled "Fence Regulations".
B. Accessory buildings and barns may conform to the "A-1" Agricultural District standards enumerated in Section 17.42.080, entitled "accessory buildings" and Section 17.42.010, entitled Table of District Improvements.
C. Nothing contained in this subsection shall be construed to mean that the nonconforming agricultural use can be intensified or expanded.

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 upon 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

226 West Fourth Street • Davenport, Iowa 52801
Telephone: 563-326-7765
www.cityofdavenportiowa.com

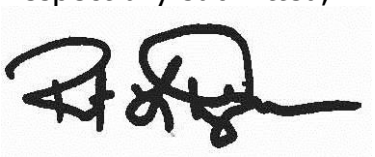
June 15, 2016

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

At its regular meeting of June 14, 2016, the City Plan and Zoning Commission considered Case No. ORD16-01 being an ordinance to amend Title 17 of the Davenport Municipal Code by amending Chapter Section 17.46 of the Davenport City Code, entitled nonconforming uses by adding a section to allow nonconforming agricultural properties in the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations.

The City Plan and Zoning Commission forwards Case No. ORD16-01 to the City Council with a recommendation for approval.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record Meeting Date: 06-14-2016 Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	ORD16-01 City of Davenport 17.46.060	FDP16-05 Lakehurst View Condos LC	ROW16-02 DFD 2-alleys	F16-06 I-80 Airport Industrial Park 7th				
Connell	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	P	Y	Y	Y	Y				
Maness	P	Y	Y	Y	Y				
Martinez	EX								
Medd	P	Y	Y	Y	Y				
Quinn	P	Y	Y	Y	Y				
Reinartz	P	Y	Y	Y	Y				
Tallman	P	Y	Y	Y	Y				
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN				

Community Planning & Economic Development Department
City of Davenport

PUBLIC HEARING REPORT

PLAN AND ZONING COMMISSION

Meeting Date:	**June 14, 2016**
Request:	**Zoning Ordinance Text Amendment by Chapter Section 17.46 of the Davenport City Code, entitled nonconforming uses by adding a section to allow nonconforming agricultural properties in the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations.**
Case No.:	**ORD16-01**
Applicant:	**City of Davenport**

Recommendation:
Staff recommends the City Plan and Zoning Commission forward Case No. ORD16-01 to the City Council with a recommendation for approval.

Background:
Proposed Amendment: New Section of Chapter 17.46 of the Davenport City Code.

Public Input:
Public notice of the May 31, 2016 Plan and Zoning Commission public hearing was published in the May 21, 2016 Edition of the Quad City Times.

Discussion:
The ordinance is an outcome of discussions with a property owner of a nonconforming agricultural use located within an "R-1" Low Density Dwelling District. The property owner is seeking to erect a fence higher than what is allowed in the "R" districts. Staff also is taking the opportunity to legitimize improvements to the property (adding agriculturally used buildings) without causing an increase to the non-conforming use status.

Staff Recommendation:

Staff recommends the City Plan and Zoning Commission forward Case No. ORD16-01 to the City Council with a recommendation for approval.

Prepared by:

Ryan Rusnak, AICP
Planner III

Attachment: Proposed Ordinance

ORDINANCE NO. ____-2016

An ORDINANCE to amend Title 17 of the Davenport Municipal Code by amending Chapter Section 17.46 of the Davenport City Code, entitled nonconforming uses by adding a section to allow nonconforming agricultural properties in the "R-1" Low Density Dwelling District to erect fences, accessory buildings and barns in accordance with "A-1" Agricultural District regulations. (City of Davenport, petitioner Case No. 16-01).

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

Section 1. That Chapter 17.46 of the Davenport Municipal Code be amended to read as follows:

Chapter 17.46 NONCONFORMING USES

Sections:

17.46.010 Discontinuance—Within five years.
17.46.020 Discontinuance—Conform-ance required.
17.46.030 Continuance.
17.46.040 Damaged building.
17.46.050 Effect on previous violations.
17.46.060 Nonconforming Agricultural Uses in "R-1" Low Density Dwelling District.

17.46.010 Discontinuance-Within five years.

The lawful use of land for storage purposes (where such use is not an adjunct of any building) and for advertising signs and billboards which do not conform to the provisions of this title, the same uses of land which become nonconforming by rea-son of a subsequent change in this amending title shall also be discontinued within five years from the date of change.

17.46.020 Discontinuance-Conformance required.

In the event that a nonconforming use of any building or premises is discontinued or its normal operation stopped for a period of one year, the use of the same shall thereafter conform to the regulations of the district in which it is located.

17.46.030 Continuance.

The lawful use of a building existing at the time of the adoption of this section may be continued, although such use does not conform with the pro-visions of this section, if no structural alterations are made. A nonconforming use of a building may be changed to another nonconforming use of the same or lesser intensity. Intensity shall be deter-mined by:

A. The hours that the use is conducted.
    1. The length of the use in terms of the total number of hours that the activity is usually carried out.
    2. The time of day that is customary for the operation of the business or activity.
B. The required parking; a use shall be con-sidered more intense if it requires more parking than the previous use.

C. The general compatibility of the proposed use with the surrounding uses.

The foregoing provisions shall also apply to nonconforming uses in districts hereafter changed. Wherever a nonconforming use of a building has been changed to a less intensive use or to a con-forming use, such use shall not thereafter be changed to a more intensive use, even if that use previously existed on that property.

17.46.040 Damaged building.
No building which has been damaged by fire, explosion, act of God, or the public enemy, to the extent of more than sixty-five percent of its value, shall be restored except in conformity with the reg-ulations of this title.

17.46.050 Effect on previous violations.
No nonconforming structure that was erected, converted, or structurally altered in violation of the provisions of the ordinance which this title repeals shall be validated by the adoption of this title, and such violations or any violations of this title may be ordered removed or corrected by the proper offi-cials at any time.

17.46.060 Nonconforming Agricultural Uses in "R-1" Low Density Dwelling District.
Where existing nonconforming agricultural uses, such as row crop farming and farm animal husbandry, including horses, are located within the "R-1" Low Density Dwelling District, the following shall apply:

A. Fences may conform to the "A-1" Agricultural District standards enumerated in Section 17.48.090 of the Davenport City Code, entitled "Fence Regulations".
B. Accessory buildings and barns may conform to the "A-1" Agricultural District standards enumerated in Section 17.48.080, entitled "accessory buildings" and Section 17.42.010, entitled Table of District Improvements.
C. Nothing contained in this subsection shall be construed to mean that the nonconforming agricultural use can be intensified or expanded.

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 upon 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: Community Development **Action / Date**
Department: Community Planning & Economic Development **CD9/7/2016**
Contact Info: Matt Flynn 326-7743
Wards: 5

Subject:
Second Consideration: Ordinance for Case No. REZ16-01 being the request of Juan Goitia for the rezoning of 0.52 acre (22,500 sqft) of real property located at 1002 Bridge Avenue from "R-4" Moderate Density Dwelling District to "R-4 PUD" Planned Unit Development to allow a two story detached garage with habitable area (home office and recreational area) on the second level. [Ward 5]

Recommendation:
Finding:
The rezoning conforms to the comprehensive plan.

The City Plan and Zoning Commission accepts the finding and forwards Case No. REZ16-07 to the City Council for approval subject to the following conditions:

1. That the building substantially conform to the elevations as shown; and
2. That the site plan submitted for the building permit along with the approved elevations act as the final development plan.

The Commission vote was unanimous with 9-yes, 0-no and 0-abstention.

Relationship to Goals:
Grow the tax base.

Background:
The petitioner is proposing a detached garage with a second story for use as his home office and recreational area. Since this is a habitable building, the building becomes a second principle structure on the property. This requires the rezoning to a classification that allows more than one principal structure on a property. The “R-4 Planned Unit Development” will allow for this second habitable structure on the property.

For further background information please refer to the background materials.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	REZ16-07 Ordinance only
🗋	Backup Material	REZ16-07 Background

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 9:08 AM

ORDINANCE NO.

ORDINANCE for Case No. REZ16-07: Request of Juan Goitia for the rezoning of 0.52 acre (22,500 sqft) of property located at 1002 Bridge Avenue from "R-4" Moderate Density Dwelling District to "R-4 PUD" Planned Unit Development to allow a two story detached garage with habitable area (home office and recreational area) on the second level. [5th Ward]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned. The property has the following legal description:

Part of the Northwest Quarter of the Southeast Quarter of Section 25, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Lot 1 of Block 7 of Part of G. C. Churchill's Resurvey of Churchill's Addition to the City of Davenport, Scott County, Iowa. Said tract contains 0.516 acre, more or less.

The City Plan and Zoning Commission forwards Case No. REZ16-01 to the City Council with a recommendation for approval subject to the following condition:

1. That the building substantially conform to the elevations as shown; and
2. That the site plan submitted for building permit along with the approved elevations act as the final development plan.

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 _____

City of Davenport

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

August 18, 2016

Honorable Mayor and City Council
226 W 4th Street
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of August 16, 2016, the City Plan and Zoning Commission considered the petition of Juan Goitia for the rezoning of 22,500 square feet, more or less, of real property at 1002 Bridge Avenue from "R-4" Moderate Density Dwelling District to "R-4 PUD" Planned Unit Development to allow a two story detached garage with habitable area (home office and recreational area) on the second level. The habitable area makes this detached structure a second principle structure on the property.

Findings:
The rezoning conforms to the comprehensive plan.

Recommendation:
The Plan and Zoning Commission accepst the finding and forwards Case No. REZ16-07 to the City Council for approval subject to the following condition:

1. That the building substantially conform to the elevations as shown; and
2. That the site plan submitted for building permit along with the approved elevations act as the final development plan.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record Meeting Date: 08-16-16 Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	ROW16-03 Mark Barnes 2151 Kirkwood	REZ16-07 Juan Goitia 1002 Bridge	F16-08 Davenport Industrial Park 4th	F16-09 Continental Lofts LLC				
Connell	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	P	Y	Y	Y	Y				
Maness	P	Y	Y	Y	Y				
Martinez	P	Y	Y	Y	Y				
Medd	Ex								
Quinn	P	Y	Y	Y	Y				
Reinartz	P	Y	Y	Y	N				
Tallman	P	Y	Y	Y	Y				
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	8-YES 1-NO 0-ABSTAIN				

City of Davenport
Community Planning & Economic Development Department
STAFF REPORT

Meeting Date: **August 16, 2015**
Request: **Rezone 22,500 sq ft from R-4 to R-4 PUD**
Address: **1002 East 10th Street**
Case No.: **REZ16-07**
Applicant: **Juan Goitia**

Recommendation:

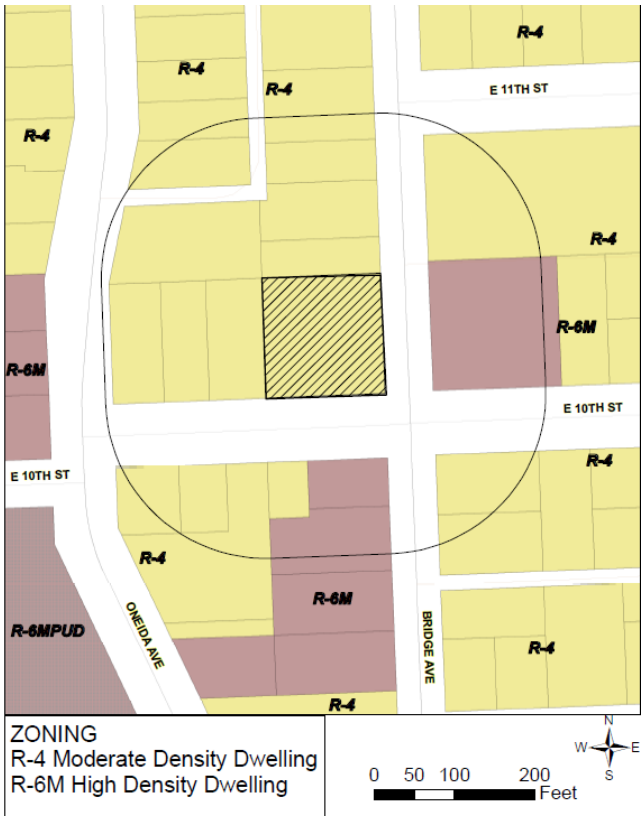
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. REZ16-07 to the City Council for approval subject to the listed condition.

Introduction:

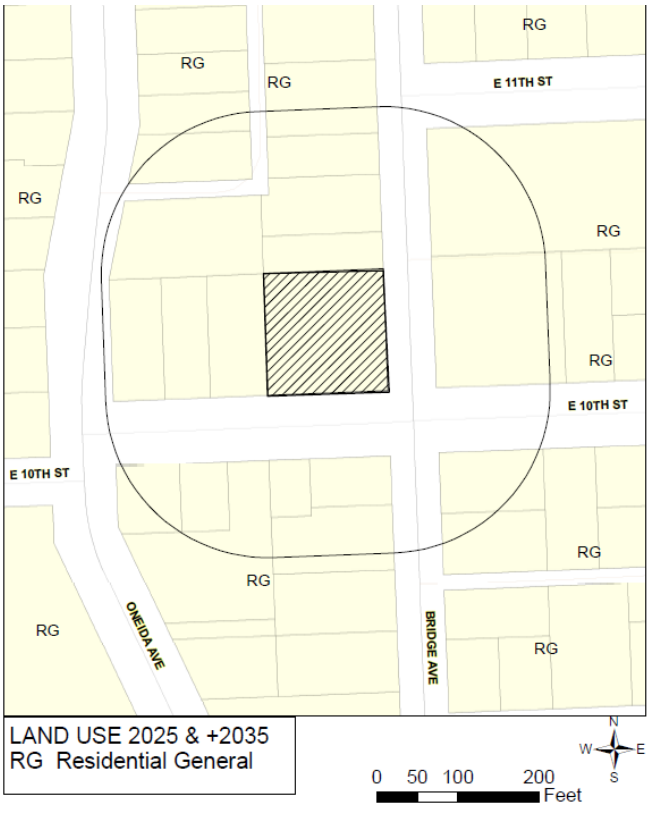
Petition of Juan Goitia for the rezoning of 22,500 square feet, more or less, of real property at 1002 Bridge Avenue from "R-4" Moderate Density Dwelling District to "R-4 PUD" Planned Unit Development to allow a two story detached garage with habitable area (home office and recreational area) on the second level. The habitable area makes this detached structure a second principle structure on the property.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



Background:

Comprehensive Plan:
Within Existing Urban Service Area: Yes

Within Urban Service Boundary +2035: Yes

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

Relevant Goals to be considered in this Case:
Strengthen the existing built environment – *Reduce the number of underoccupied, abandoned, or vacant buildings/properties through adaptive reuse and infill.*

Zoning:
The property is currently zoned "R-4" Moderate Density Dwelling District.

Technical Review:

Streets. The property is located at the intersection of Bridge Avenue and East 10th Street. There is no alley access to the property.

Storm Water. There does not appear to be stormwater infrastructure at this intersection. Stormwater drainage is by surface run-off.

Sanitary Sewer. Sanitary sewer service is located in East 10th Street and in the intersection of Bridge Avenue and 10th Street.

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

Emergency Services. The property is located just under one (1) mile from Fire Station No. 4 at 1805 East Locust Street.

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

Public Input:
A public hearing befoer the Plan and Zoning Commission is scheduled for August 2nd. Staff is not yet aware of when the neighborhood meeting would be scheduled.

Discussion:
The petitioner is proposing a detached garage with a second story for use as his home office and recreational area. Since this is a habitable building, the building becomes a second principle structure on the property. This requires the rezoning to a classification that allows more than one principle structure on a property.

The "R-4 Planned Unit Development" will allow for this second habitable structure on the property. One concern regarding multiple family zoning is the possible density allowances. The following compares the R-4 PUD to other zoning districts that would allow more than one principle structure:

R-4 PUD	4 dwelling units maximum
R-5M	15 dwelling units maximum
R-6M	22 dwelling units maximum

Staff also looked at the potential to subdivide the property to allow another dwelling unit on a separate lot, however the limitation on the garage size does not allow this option.

The existing residence is listed on the National Register of Historic Places. Since no work is being done to the existing building, no review is necessary. The proposed building would appear to be sympathetic to the historic nature of the main residence.

Staff Recommendation:
Findings:
The rezoning conforms to the comprehensive plan.

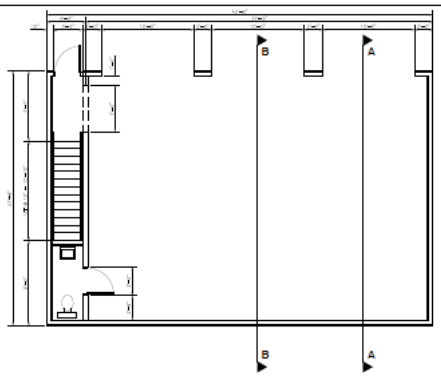
Recommendation:
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. REZ16-07 to the City Council for approval subject to the following condition:

1. That the building substantially conform to the elevations as shown; and
2. That the site plan submitted for building permit along with the approved elevations act as the final development plan.

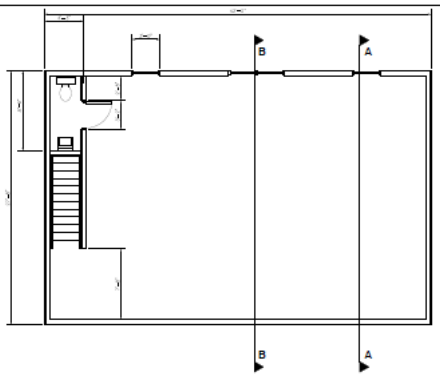
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

NEW GARAGE
GOTTIA RESIDENCE | 1002 BRIDGE AVENUE | DAVENPORT, IOWA

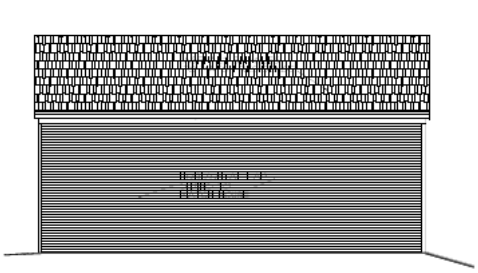


FIRST FLOOR PLAN

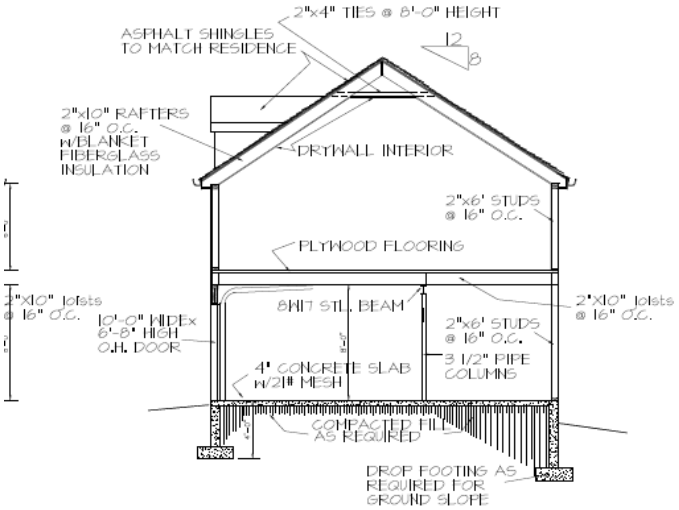


SECOND FLOOR PLAN

GARAGE FRONT ELEVATION

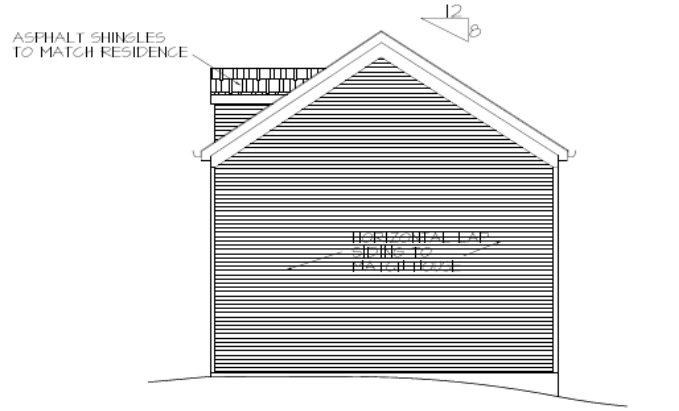


GARAGE BACK ELEVATION



GARAGE SECTION A-A

SCALE: 1/8"=1'-0"



City of Davenport

Agenda Group: Community Development **Action / Date**
Department: Community Planning & Economic Development **CD9/21/2016**
Contact Info: Matt Flynn 326-7743
Wards: 2

Subject:
First Consideration: Ordinance for Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD Planned Unit Development to facilitate fee simple ownership of the land with the unit. [Ward 2]

Recommendation:
Findings:

- The rezoning conforms to the Comprehensive Plan.
- The rezoning offers an alternate housing choice single-family lots vs horizontal condominium regime.

The City Plan and Zoning Commission accept the findings and forward Case No. REZ16-08 to the City Council for approval.

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

THE PROTEST RATE IS 2.3%.

Relationship to Goals:
Grow Tax Base

Background:
The petitioner has already done the condominium of the buildings separating along the common wall. The rezoning is to allow the lots to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with land held in common. The developer has been advised by his attorney who did the condominium regime for the buildings that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the units to be sold with the unit. This would be similar to many developments in Davenport with two unit townhouses with their lot split down the middle.

The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

For further background information please refer to the background materials.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	REZ16-08 Ordinance
🗋	Backup Material	REZ16-08 background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2016 - 3:55 PM
Community Development Committee	Berger, Bruce	Approved	9/13/2016 - 3:55 PM
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 4:11 PM

ORDINANCE NO.

ORDINANCE for Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD Planned Unit Development to facilitate fee simple ownership of the land with the unit. [2nd Ward]

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DAVENPORT, IOWA:
Section 1. The following described unit of Scott County, Iowa real estate is hereby rezoned. The property has the following legal description:

Part of the Northeast Quarter of Section 17, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Lots 34 and 35 of Seiffert's Northwest First Addition the City of Davenport, Scott County, Iowa. Said tract contains 0.594 acre, more or less.

The City Plan and Zoning Commission forwards Case No. REZ16-08 to the City Council with a recommendation for approval.

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 _____

City of Davenport

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

September 07, 2016

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 06, 2016, the City Plan and Zoning Commission considered Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit.

The petitioner has already done the condominium of the buildings separating along the common wall. The rezoning is to allow the lots to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with land held in common. The developer has been advised by his attorney who did the condominium regime for the buildings that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the units to be sold with the unit. This would be similar to many developments in Davenport with two unit townhouses with their lot split down the middle.

The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

Findings:
The rezoning conforms to the Comprehensive Plan.
The rezoning offers an alternate housing choice single-family lots vs horizontal condominium regime.

The City Plan and Zoning Commission accept the findings and forward Case No. REZ16-08 to the City Council for approval.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record | Meeting Date: 09-06-2016 | Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ16-08 Classic Development 3705-07 W 46th St 4604-06 Fairmount St	F16-10 Amato Way	F16-11 Village Shopping 3rd Subdivision	F16-12 Wisor's Historic				
Connell	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	P	Y	Y	Y	Y				
Maness	P	Y	Y	Y	Y				
Martinez	Ex								
Medd	P	Y	Y	Y	Y				
Quinn	P	Y	Y	Y	Y				
Reinartz	Ex	Y	Y	Y	Y				
Tallman	P	Y	Y	Y	Y				
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN				

City of Davenport
Community Planning & Economic Development Department
STAFF REPORT

Meeting Date: **September 06, 2015**
Request: **Rezone 0.594 acre from R-5M to R-4 PUD**
Address: **4504-06 Fairmount Street and 3705-07 West 46th Street**
Case No.: **REZ16-08**
Applicant: **Classic Development Co. Inc. (Chris Quilty)**

Recommendation:

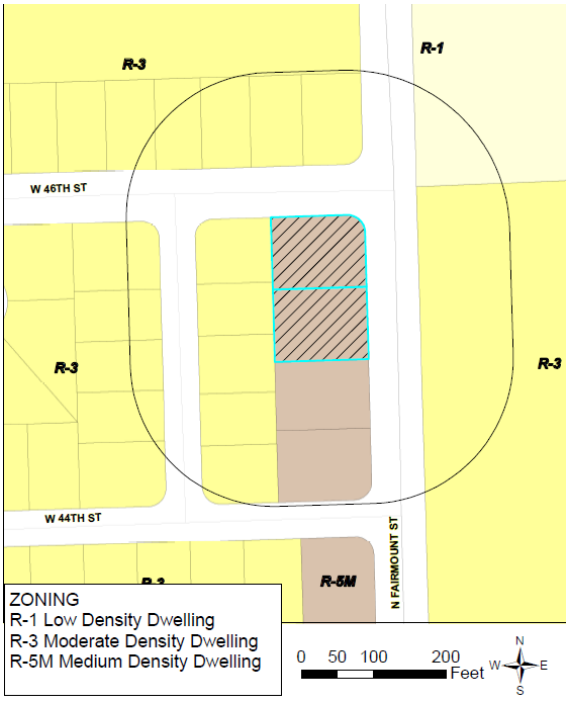
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No.REZ16-08 to the City Council for approval.

Introduction:

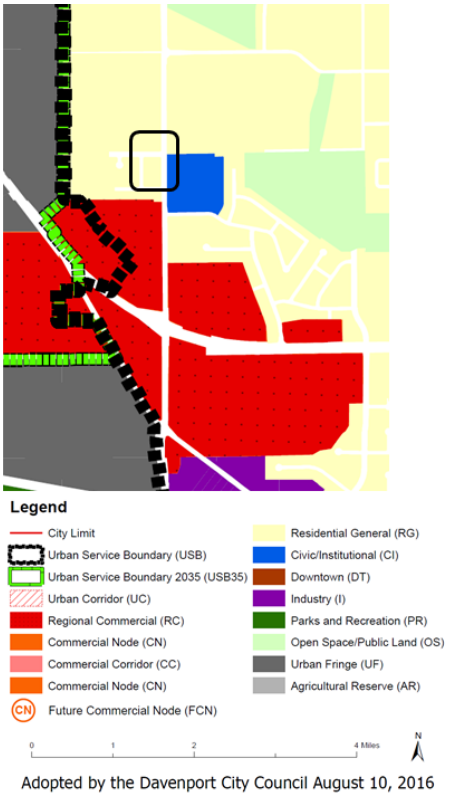
Petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



2014 Aerial Photo

0 50 100 200 Feet

N
W E
S

Background:

Comprehensive Plan:
Within Existing Urban Service Area: Yes

Within Urban Service Boundary +2035: Yes

Proposed Land Use Designation: *Residential General (RG) - Designates 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.*

Relevant Goals to be considered in this Case:
Identify and reserve land for current and future development – *encourage a full range of development.*

Zoning:
The property is currently zoned "R-5M" Medium Density Dwelling District.

Technical Review:

Streets. The property is located at the intersection of Fairmount and West 46th Streets. No additional access is proposed as the properties are fully developed.

Storm Water. Stormwater infrastructure is located in West 46th Street. No stormwater infrastructure is located in Fairmount Street; that drainage is by surface run-off.

Sanitary Sewer. Sanitary sewer service is located in the north side of West 46th Street and the west side of Fairmount Street.

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

Emergency Services. The property is located approximately 2-1/2 miles from Fire Station No. 6 at 1735 West Pleasant Street.

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

Public Input:
The petitioner indicated that he would be going door to door with a letter. The neighborhood meeting was August 14th. Staff has received one protest relating to "to much traffic". No additional units will be added/created therefore there will be no change in the number of units and no additional traffic should be generated.

Discussion:
The petitioner has already done the condominium of the buildings separating along the common wall. The rezoning is to allow the lots to be split so that each unit owner would also own their share of the lot. Currently the buildings contain two condo units with land held in common. The developer has been advised by his attorney who did the condominium regime for the buildings that on this small scale it would be better for the future sale of the units to subdivide the property to allow the land under the units to be sold with the unit. This would be similar to many developments in Davenport with two unit townhouses with their lot split down the middle.

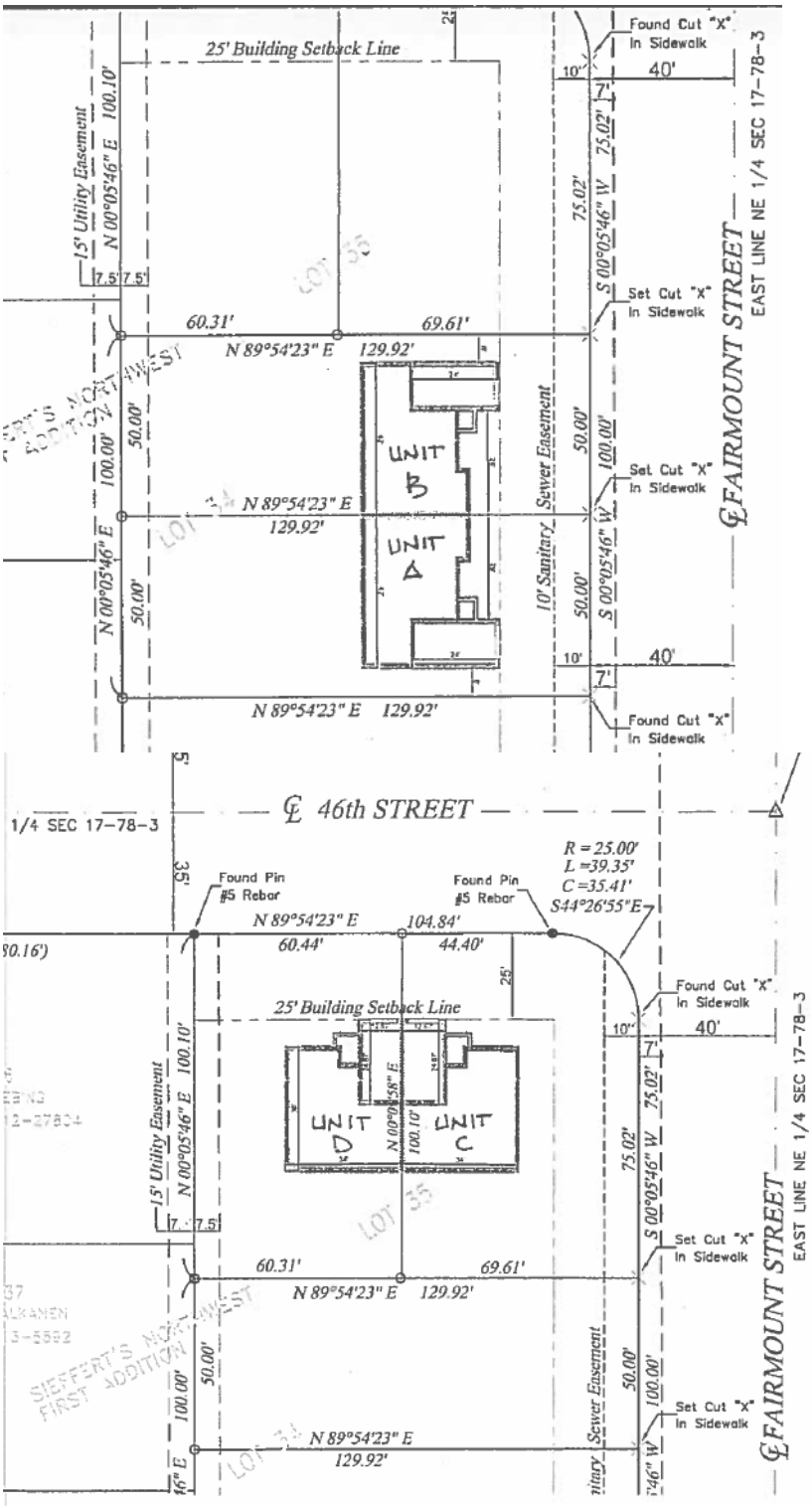
The way the existing lots are configured no additional units could be constructed. The current R-5M zoning could allow for added units so this downzoning should provide some security for the adjoining property owners. No exterior changes are proposed.

Staff Recommendation:
Findings:
The rezoning conforms to the Comprehensive Plan.
The rezoning offers an alternate housing choice single-family lots vs horizontal condominium regime.

Recommendation:
Staff recommends the City Plan and Zoning Commission accept the findings and forward Case No. REZ16-08 to the City Council for approval.

Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

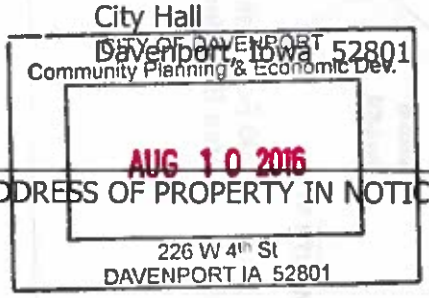


(detach here)

The undersigned **opposes** / **does not oppose** (**circle one**) Petition of Classic Development Co. Inc. (Chris Quilty) (REZ16-08)

Comments: to much traffic for schools and trailer courts that use this roads

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



NAME Jack & Betty Breedlee
ADDRESS 3705 W. 46th St
DATE 8-9-2016
(please print legibly)

ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS

REZ16-08
CLASSIC DEVELOPMENT CO INC

PARCEL	NOTICE AREA	NOTICE %	PROTEST (YES/NO)	PROTEST %	PROPERTY ADDRESS	PROPERTY OWNER(S)		OWNER ADDRESS	OWNER CSZ
FORMAT ROW	0.00	0.0%		0.0%					
U1707B19	7881	2.8%		0.0%	4403 N GAYMAN AVE	HAI D NGUYEN	LINH THUY T TRUONG	4403 N GAYMAN AVE	DAVENPORT IA 52806
U1707B10	155	0.1%		0.0%	4404 N GAYMAN AVE	DANIEL S & TEPHANIE A RUNGE	RAYMOND R SNYDER	4404 N GAYMAN AVE	DAVENPORT IA 52806
U1707B18	7566	2.7%		0.0%	4411 N GAYMAN AVE	CHARLOTTE A KOENIGSAECKER		2040 VANATTA AVE	MUSCATINE IA 52761
U1707B11	2162	0.8%		0.0%	4412 N GAYMAN AVE	TONY OVERTON		4412 N GAYMAN AVE	DAVENPORT IA 52806
U1707B17	8406	3.0%		0.0%	4417 N GAYMAN AVE	DELFRANCES SMITH	TANYA SMITH	4417 N GAYMAN AVE	DAVENPORT IA 52806
U1707B12	3108	1.1%		0.0%	4418 N GAYMAN AVE	BRADFORD R JONES		4418 N GAYMAN AVE	DAVENPORT IA 52806
U1707B16	7566	2.7%		0.0%	4503 N GAYMAN AVE	HANNAH R JALKANEN	TIMMY J GRAY JR	4503 N GAYMAN AVE	DAVENPORT IA 52806
U1707B13	3137	1.1%		0.0%	4504 N GAYMAN AVE	LARRY A BEEBE	CHRISTINE A BEEBE	4504 N GAYMAN AVE	DAVENPORT IA 52806
U1707B15	9335	3.3%		0.0%	4513 N GAYMAN AVE	CHRISTINE D MASAT	JAMES MASAT	4513 N GAYMAN AVE	DAVENPORT IA 52806
U1707B14	4095	1.5%		0.0%	3805 W 46TH ST	JEFFERY A WINTERS		3805 W 46TH ST	DAVENPORT IA 52806
U0855C09	10203	3.6%		0.0%	3706 W 46TH ST	CLASSIC DEVELOPMENT CO INC	CHRIS QUILTY	4955 W 39TH ST	DAVENPORT IA 52806
U0855C08	9000	3.2%		0.0%	3712 W 46TH ST	NANCY A WIESE		3712 W 46TH ST	DAVENPORT IA 52806
U0855C07	8142	2.9%		0.0%	3720 W 46TH ST	JEFFERY L SINDT		3720 W 46TH ST	DAVENPORT IA 52806
U0855C06	5441	1.9%		0.0%	3728 W 46TH ST	JARED WILSON	LAUREN WILSON	3728 W 46TH ST	DAVENPORT IA 52806
U0855C05	947	0.3%		0.0%	3804 W 46TH ST	WILLIAM F EDMOND	PAMELA J EDMOND	3804 W 46TH ST	DAVENPORT IA 52806
U1707B20	12859	4.6%		0.0%	3706 W 44TH ST	RICHARD ALL NYLIN	DEBBIE LYNN NYLIN	3706 W 44TH ST	DAVENPORT IA 52806
U1707B21	12342	4.4%		0.0%	4436 N FAIRMOUNT ST	RONDA K MCCREIGHT		4436 N FAIRMOUNT ST	DAVENPORT IA 52806
O1601-02	46809	16.6%		0.0%	4515 N FAIRMOUNT ST	DAVENPORT COMMUNITY SCHOOLS		1606 BRADY ST	DAVENPORT IA 52803
U949-01C	10807	3.8%		0.0%	4915 N FAIRMOUNT ST	RUTH C WILLERS		4915 N FAIRMOUNT ST	DAVENPORT IA 52806
U0855-01A	749	0.3%		0.0%		WANDA SCHUMACHER		4228 W KIMBERLY RD	DAVENPORT IA 52806
U1707C03	6435	2.3%	YES	2.3%	3705 W 46TH ST	JACK & BETTY GREENLEE REV TRUST		3705 W 46TH ST	DAVENPORT IA 52806
U1707C04	6435	2.3%		0.0%	3707 W 46TH ST	TERRY SEBASTIAN LIVING TRUST		3707 W 46TH ST	DAVENPORT IA 52806
U1707C01	6486	2.3%		0.0%	4504 N FAIRMOUNT ST	CLASSIC DEVELOPMENT CO INC		4955 W 39TH ST	DAVENPORT IA 52806
U1707C02	6486	2.3%		0.0%	4507 N FAIRMOUNT ST	CLASSIC DEVELOPMENT CO INC		4955 W 39TH ST	DAVENPORT IA 52806
FORMAT ROW	0.00	0.0%		0.0%					
PARCELS	196,553.3	69.9%							
ROW	84,701.4	30.1%						Alderman:	DICKMANN
TOTAL NOTICE AREA	281,254.7	100%		**2.3%**	**PROTEST RATE**	Protests: 1		Properties:	24

City of Davenport
Community Planning & Economic Development Department

September 7, 2016

Dear Property Owner:

This letter is to inform you that the City Council will be holding a public hearing regarding Case No. REZ16-08 being the petition of Classic Development Co. Inc. for the rezoning of 0.594 acre, more or less of real property, located at 4504-06 Fairmount Street and 3705-07 West 46th Street, from R-5M Medium Density Dwelling District to R-4 PUD planned Unit Development to facilitate fee simple ownership of the land with the unit. [2nd Ward]

At its regular meeting on September 06, 2016, the City Plan and Zoning Commission recommended approval of the petition.

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

A public hearing on this ordinance and proposal will be held before the City Council in the City Council Chambers at City Hall 226 West 4th Street, Davenport Iowa, on Wednesday, September 21, 2016 at 5:30 p.m. At the hearing, interested persons may appear and be heard for or against the proposed petition. All protests from within the 200 foot notice area must be made in writing to be valid.

If you have already responded to the public hearing notice from the City Plan and Zoning Commission, no additional response is necessary. That response will remain in force unless it is withdrawn or changed in writing. The Council will consider written protests which are filed or withdrawn prior to the start of the Committee-of-the-Whole Meeting immediately prior to the scheduled final consideration of the ordinance. Protests filed or withdrawn after that time will not be accepted.

Contact the Community Planning and Economic Development Department:
Phone: (563) 326-7765 ● Fax: (563) 328-6714 ● E-mail: planning@ci.davenport.ia.us

Mail: City of Davenport (CPED), 226 West 4th Street, Davenport, IA 52801

OWNER		ADDRESS	C-S-Z
HAI D NGUYEN	LINH THUY T TRUONG	4403 N GAYMAN AVE	DAVENPORT IA 52806
DANIELS & TEPHANIE RUNGE	RAYMOND R SNIDER	4404 N GAYMAN AVE	DAVENPORT IA 52806
CHARLOTTE A KOENIGSAECKER		2040 VANATTA AVE	MUSCATINE IA 52761
TONY O OVERTON		4412 N GAYMAN AVE	DAVENPORT IA 52806
DELFRANCES SMITH	TANYA SMITH	4417 N GAYMAN AVE	DAVENPORT IA 52806
BRADFORD R JONES		4418 N GAYMAN AVE	DAVENPORT IA 52806
HANNAH R JALKANEN	TIMMY J GRAY JR	4503 N GAYMAN AVE	DAVENPORT IA 52806
LARRY A BEEBE	CHRISTINE A BEEBE	4504 N GAYMAN AVE	DAVENPORT IA 52806
CHRISTINE D MASAT	JAMES MASAT	4513 N GAYMAN AVE	DAVENPORT IA 52806
JEFFERY A WINTERS		3805 W 46TH ST	DAVENPORT IA 52806
CLASSIC DEVELOPMENT CO INC	CHRIS QUILTY	4955 W 39TH ST	DAVENPORT IA 52806
NANCY A WIESE		3712 W 46TH ST	DAVENPORT IA 52806
JEFFERY L SINDT		3720 W 46TH ST	DAVENPORT IA 52806
JARED WILSON	LAUREN WILSON	3728 W 46TH ST	DAVENPORT IA 52806
WILLIAM F EDMOND	PAMELA J EDMOND	3804 W 46TH ST	DAVENPORT IA 52806
RICHARD ALL NYLIN	DEBBIE LYNN NYLIN	3706 W 44TH ST	DAVENPORT IA 52806
RONDA K MCCREIGHT		4436 N FAIRMOUNT ST	DAVENPORT IA 52806
DAVENPORT COMM SCHOOL DIST		1606 BRADY ST	DAVENPORT IA 52803
RUTH C WILLERS		4915 N FAIRMOUNT ST	DAVENPORT IA 52806
WANDA S SCHUMACHER		4228 W KIMBERLY RD	DAVENPORT IA 52806
JACK & BETTY GREENLEE REV TRUST		3705 W 46TH ST	DAVENPORT IA 52806
TERRY SEBASTIAN LIVING TRUST		3707 W 46TH ST	DAVENPORT IA 52806
ALD MARIA DICKMANN		226 W 4TH ST	

City of Davenport

Agenda Group: Community Development **Action / Date**
Department: Community Planning and Economic Development **CD9/21/2016**
Contact Info: Bruce Berger, 563-326-7769
Wards: 3

Subject:
Resolution authorizing the Mayor to execute documents necessary to convey the following property: Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K. Sheets [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Revitalized neighborhoods and corridors.

Background:
As part of the Urban Homestead Program funded with a variety of Federal housing grants, the City has rehabilitated vacant, foreclosed, and abandoned homes with the intention of selling them to income eligible households in Davenport. This program, which has been approved by City Council as part of the City's CDBG Five Year Comprehensive and One Year Annual Plans, enables vacant and dilapidated homes to be returned to the tax rolls and improves the look and feel of neighborhoods while providing eligible working families with affordable homeownership opportunities.

The respective petitioner has applied for and been approved as eligible to acquire this property from the City. City staff solicited an appraisal for the property and the house is being sold for 83,000.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution to convey 1208 Farnam St.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2016 - 3:54 PM
Community Development Committee	Berger, Bruce	Approved	9/13/2016 - 3:54 PM
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 4:12 PM

Resolution No._____

Resolution offered by Alderman Boom.

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

Parcel F0030-10, 1208 Farnam Street to Petitioner, Angela K. Sheets

RESOLVED by the City Council of the City of Davenport.

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

PARCEL F0030-10, The South Twenty-seven (27) feet of Lot 7 and the North Twenty-six (26) feet of Lot 8, all in Block 100 in LeClaire's 8th Addition to the City of Davenport, Scott County, State of Iowa.

WHEREAS, the City of Davenport desires to quit claim deed to petitioner, who will maintain the property; and

WHEREAS, the petitioner desires to own the property; and

WHEREAS, a public hearing as required by Iowa law was held on September 21, 2016.

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

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Community Development **Action / Date**
Department: Community Planning & Economic Development **CD9/21/2016**
Contact Info: Matt Flynn 326-7743
Wards: 8

Subject:
Resolution approving Case No. F16-10 being the final plat of Amato Way Addition located west of Division Street north of Northwest Boulevard (6324 – 6402 Division Street) containing four (4) residentially zoned lots. [Ward 8]

Recommendation:
Findings:

- The plat conforms to the comprehensive plan.
- The plat affords housing opportunity.

1. The Plan and Zoning Commission accept the findings and forward Case No. F16-10 to the City Council for approval subject to the following conditions: That the surveyor signs the plat.
2. That the utility companies sign the plat when their easement needs have been met and that all easements are shown and labeled as to their use (no easements are shown at this time). At a minimum there needs to be a 15' utility easement along the Division Street Frontage.
3. The right-of-way width of Division Street is shown.
4. This addition needs to provide sanitary sewer access to the new lots it creates in a manner that the upland area can access the sewer.
5. A sanitary sewer easement is dedicated through the addition.
6. Grading plans are to be submitted to the Public Works Natural Resources Section for review prior to any work commencing.
7. That a drainage easement be dedicated along the drainage way capable of carrying the 100 year-storm flow.

The Commission vote for approval was unanimous with 9-yes, 0-no and 0-abstentions.

Relationship to Goals:
Grow Tax Base

Background:
The final plat replats three (3) existing lots and part of a fourth lot and reconfigures them to allow a larger residential lot to the rear. The owners have / are renovating the existing residences and would prefer to build a new residence to the rear (proposed Lot 4).

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	F16-10 Resolution only
🗋	Backup Material	F16-10 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	9/13/2016 - 3:59 PM
Community Development Committee	Berger, Bruce	Approved	9/13/2016 - 4:00 PM
City Clerk	Holecek, Jackie	Approved	9/13/2016 - 4:12 PM

Resolution No._____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving F16-10 being the final plat of Amato Way Addition located west of Division Street north of Northwest Boulevard (6324 – 6402 Division Street) containing four (4) residentially zoned lots. [8th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Amato Way 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 September 07, 2016 and as follows:

1. That the surveyor signs the plat.
2. That the utility companies sign the plat when their easement needs have been met and that all easements are shown and labeled as to their use (no easements are shown at this time). At a minimum there needs to be a 15' utility easement along the Division Street Frontage.
3. The right-of-way width of Division Street is shown.
4. This addition needs to provide sanitary sewer access to the new lots it creates in a manner that the upland area can access the sewer.
5. A sanitary sewer easement is dedicated through the addition.
6. Grading plans are to be submitted to the Public Works Natural Resources Section for review prior to any work commencing.
7. That a drainage easement be dedicated along the drainage way capable of carrying the 100 year storm flow;

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:

_____
Frank Klipsch, Mayor

Attest:

_____
Jackie E. Holecek, City Clerk

City of Davenport

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

September 07, 2016

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of September 06, 2016, the City Plan and Zoning Commission considered Case No. F16-10 being the final plat of Amato Way Addition located west of Division Street north of Northwest Boulevard (6324 – 6402 Division Street) containing four (4) residentially zoned lots.

The plat is proposed to facilitate residential development.

Findings:

- The plat conforms to the comprehensive plan.
- The plat affords housing opportunity.

The Plan and Zoning Commission accept the findings and forward Case No. F16-10 to the City Council for approval subject to the following conditions:

1. That the surveyor signs the plat.
2. That the utility companies sign the plat when their easement needs have been met and that all easements are shown and labeled as to their use (no easements are shown at this time). At a minimum there needs to be a 15' utility easement along the Division Street Frontage.
3. The right-of-way width of Division Street is shown.
4. This addition needs to provide sanitary sewer access to the new lots it creates in a manner that the upland area can access the sewer.
5. A sanitary sewer easement is dedicated through the addition.
6. Grading plans are to be submitted to the Public Works Natural Resources Section for review prior to any work commencing.
7. That a drainage easement be dedicated along the drainage way capable of carrying the 100-storm flow.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record | Meeting Date: 09-06-2016 | Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED	APPROVED				
Name:	Roll Call	REZ16-08 Classic Development 3705-07 W 46th St 4604-06 Fairmount St	F16-10 Amato Way	F16-11 Village Shopping 3rd Subdivision	F16-12 Wisor's Historic				
Connell	P	Y	Y	Y	Y				
Hepner	P	Y	Y	Y	Y				
Inghram	P								
Kelling	P	Y	Y	Y	Y				
Lammers	P	Y	Y	Y	Y				
Maness	P	Y	Y	Y	Y				
Martinez	Ex								
Medd	P	Y	Y	Y	Y				
Quinn	P	Y	Y	Y	Y				
Reinartz	Ex	Y	Y	Y	Y				
Tallman	P	Y	Y	Y	Y				
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN				

City of Davenport
Community Planning & Economic Development Department
STAFF REPORT

Meeting Date: September 06, 2016
Request: Final Plat Amato Way Addition
Address: 6324 – 6402 Division Street
Case No.: F16-10
Applicant: Joseph & Katherine Amato

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F16-10 to the City Council for approval subject to the listed conditions.

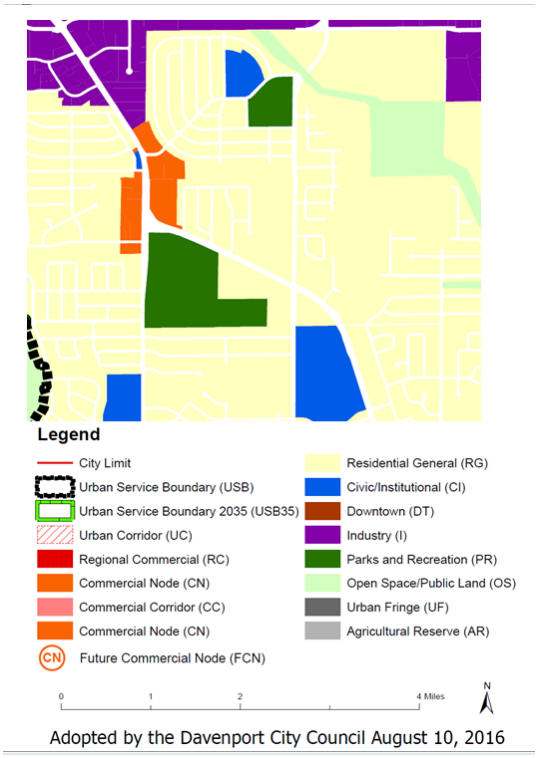
Introduction:

The final plat of Amato Way Addition replats three (3) existing lots and part of a fourth lot and reconfigures them to allow a larger residential lot to the rear. The owners have / are renovating the existing residences and would prefer to build a new residence to the rear (proposed Lot 4). The plat contains 4.996 acres, more or less.

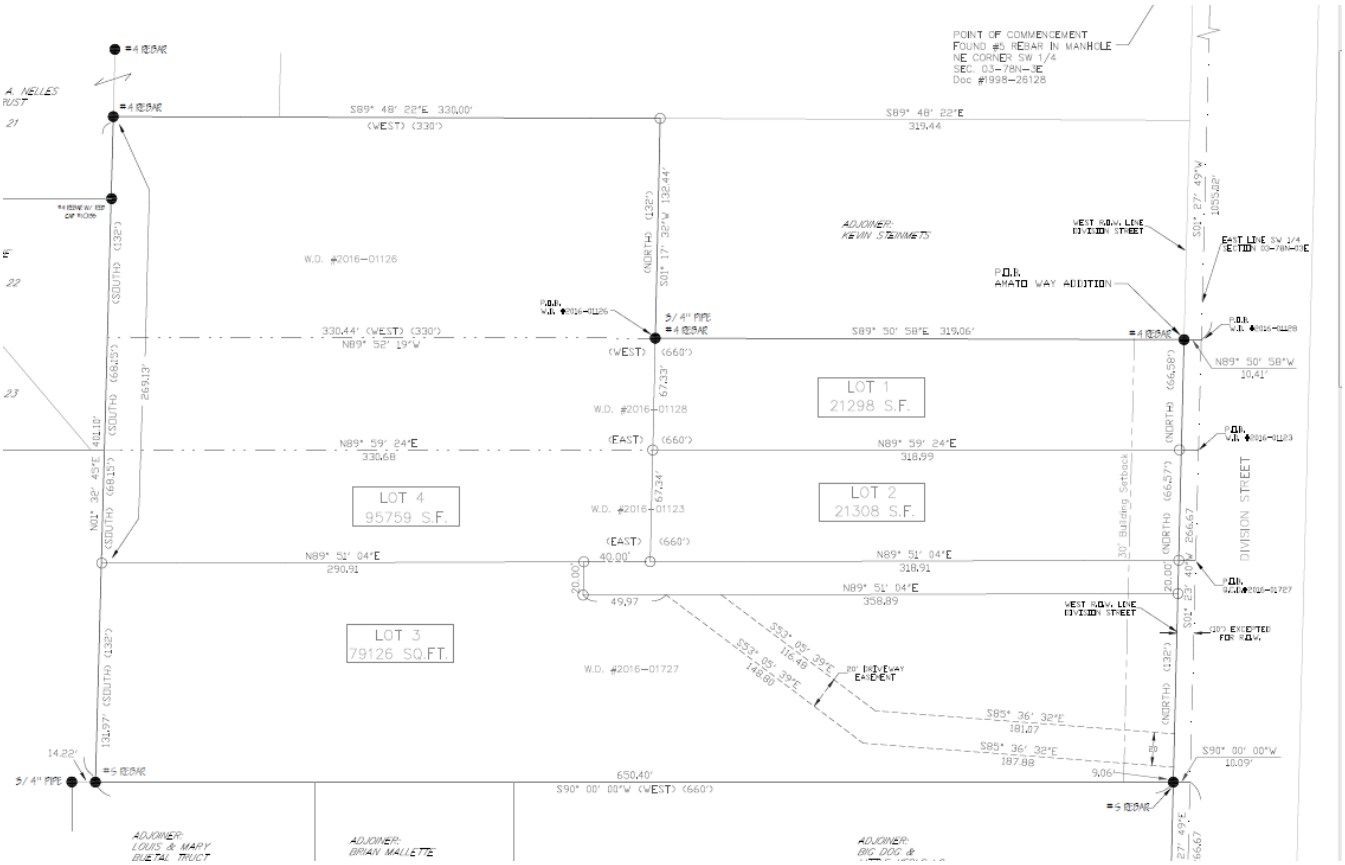
AREA CHARACTERISTICS:

Zoning Map

Land Use Map



Plat



Background:

Comprehensive Plan:
Within Urban Service Boundary 2025 & +2035: Yes

Proposed Land Use Designation: *Residential General (RG) - Designates 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.*

Relevant Goals to be considered in this Case:

- Strengthen the existing built environment
- Identify and reserve land for future development

Zoning:
The area of the plat is zoned R-1 Low Density Dwelling District.

Technical Review:

Streets. The subject property is located along the west side of Division Street north of Northwest Boulevard. Access would remain the same with the new residential lot utilizing an access easement on the existing southerly driveway.

Storm Water. Stormwater flows are overland with a drainage way crossing the property in a southeasterly direction. There are culverts located underneath the driveway access as well as Division Street. The drainage way continues easterly to Goose Creek. This is a significant drainage way and should be protected.

Sanitary Sewer. Sanitary sewer infrastructure is located in the subdivision to the west (Cedar Ridge 3rd) and to the east across Division Street (Schalk's 3rd). No sewer exists in Division Street. Due to topography it appears that sanitary sewer is available only at the southeast corner of the proposed addition on the east side of Division Street. Several properties north of the proposed addition are similar in nature to those being platted and could someday be subdivided. All of the existing buildings along the west side of Division Street from 67th Street south are currently on septic systems. This addition needs to provide sanitary sewer access to the new lots it creates in a manner that the upland area can access the sewer.

Other Utilities. This is an urban area and normal utility services are available. No utility, sewer easements are shown at this time. As a minimum there needs to be a 15' utility easement along the Division Street Frontage.

Emergency Services. The property is located just under one (1) mile from Fire Station No. 7, which is 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 residential development.

Staff Recommendation:
Findings:

- The plat conforms to the comprehensive plan.
- The plat affords housing opportunity.

Recommendation:
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F16-10 to the City Council for approval subject to the following conditions:

1. That the surveyor signs the plat.
2. That the utility companies sign the plat when their easement needs have been met and that all easements are shown and labeled as to their use (no easements are shown at this time). At a minimum there needs to be a 15' utility easement along the Division Street Frontage.
3. The right-of-way width of Division Street is shown.
4. This addition needs to provide sanitary sewer access to the new lots it creates in a manner that the upland area can access the sewer.
5. A sanitary sewer easement is dedicated and public sewer is constructed through the addition.
6. Grading plans are to be submitted to the Public Works Natural Resources Section for review prior to any work commencing.
7. That a drainage easement be dedicated along the drainage way capable of carrying the 100-storm flow.

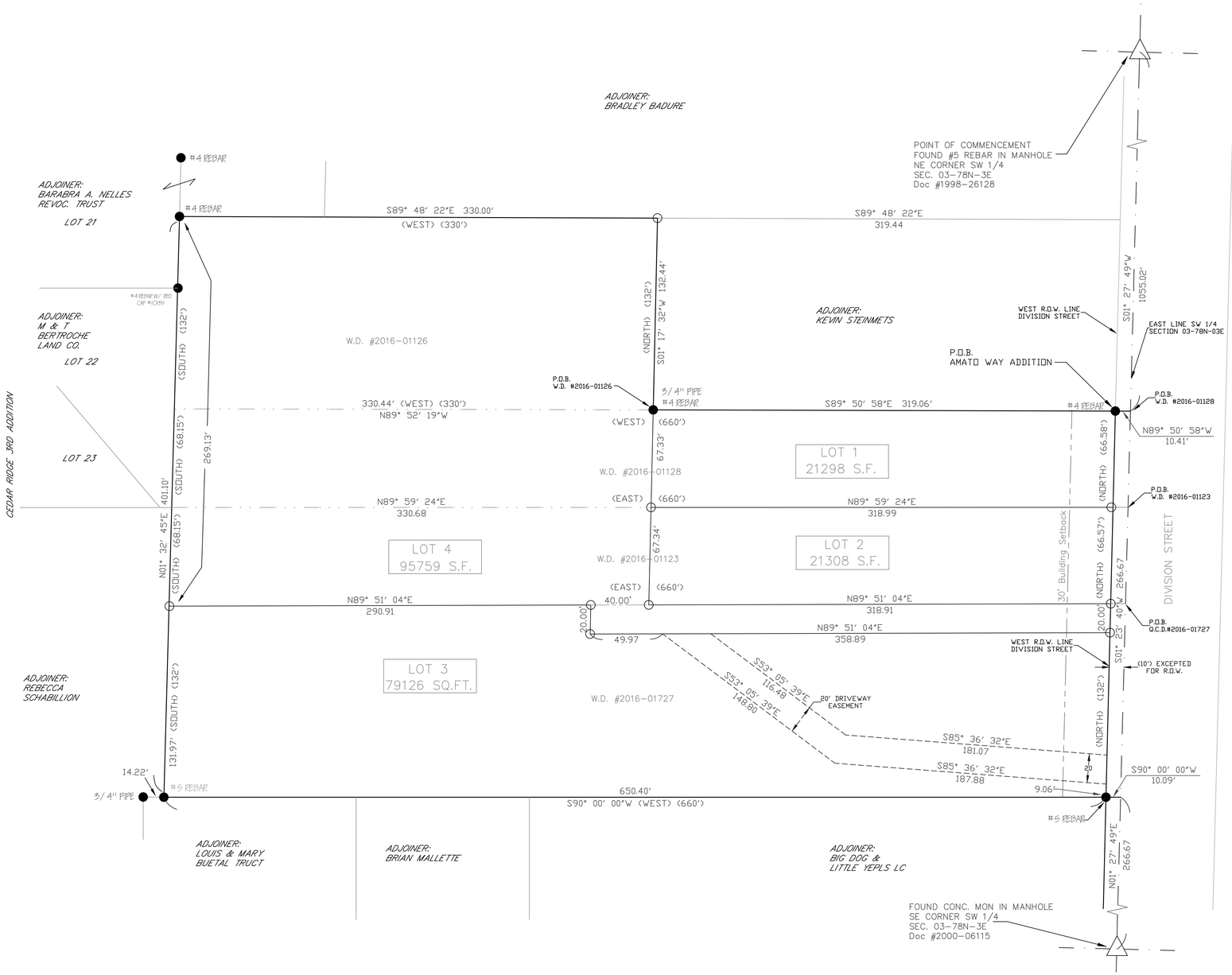
Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division

FINAL PLAT

AMATO WAY ADDITION

BEING PART OF THE SOUTHWEST QUARTER OF SECTION 3 TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5th P.M. CITY OF DAVENPORT, SCOTT COUNTY, IOWA



APPROVAL SIGNATURES:

CITY OF DAVENPORT DATE:

PLANNING AND ZONING COMMISSION DATE:

MEDIACOM DATE:

CENTURYLINK DATE:

IOWA - AMERICAN WATER COMPANY DATE:

MIDAMERICAN ENERGY DATE:
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C.

NOTES:

DIMENSIONS ALONG CURVES ARE ARC DISTANCES.

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE AND SEAL.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

SURVEYOR'S FINAL PLAT CERTIFICATE

I, MICHAEL RICHMOND, AN IOWA PROFESSIONAL LAND SURVEYOR NO. 23503, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF IOWA, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF **AMATO WAY ADDITION** TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE BY ME OR UNDER MY DIRECTION AND ACCORDING TO THE LAWS OF THE STATE OF IOWA AND THE CITY OF DAVENPORT SUBDIVISION ORDINANCE, OF THE FOLLOWING DESCRIBED PROPERTY, TO WIT:

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT AN IRON PIN INSIDE A MANHOLE FOUND AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 3;
THENCE SOUTH 01° 27' 49" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1055.02 FEET TO THE NORTHEAST CORNER OF PARCEL DEEDED TO AMATO PROPERTIES, LLC BY WARRANTY DEED FILED FOR RECORD ON JANUARY 4, 2016 AS DOCUMENT NO. 2016-01128 IN THE OFFICE OF THE SCOTT COUNTY RECORDER;
THENCE NORTH 89° 50' 58" WEST TO A POINT ON THE WEST RIGHT OF WAY LINE OF DIVISION STREET, A DISTANCE OF 10.41 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED.
THENCE SOUTH 01° 23' 40" WEST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 266.67 FEET;
THENCE SOUTH 90° 00' 00" WEST, A DISTANCE OF 650.40 FEET;
THENCE NORTH 01° 32' 45" EAST, A DISTANCE OF 401.10 FEET;
THENCE SOUTH 89° 48' 22" EAST, A DISTANCE OF 330.00 FEET;
THENCE SOUTH 01° 17' 32" WEST, A DISTANCE OF 132.44 FEET;
THENCE SOUTH 89° 50' 58" EAST, A DISTANCE OF 319.06 FEET TO THE POINT OF BEGINNING, CONTAINED 4.996 ACRES MORE OR LESS AND IS SUBJECT TO EASEMENTS OF RECORD. FOR THE PURPOSE OF THIS DESCRIPTION THE EAST LINE OF THE SOUTHWEST QUARTER WAS ASSUMED TO BEAR SOUTH 01° 27' 49" WEST.
MONUMENTS SHOWN ON THIS PLAT HAVE BEEN SET OR WILL BE SET WITHIN 30 DAYS OF COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF DAVENPORT, AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND OCCUPY THE POSITIONS SHOWN THEREON.
IN WITNESS THEREOF, I HEREUNTO AFFIX MY HAND AND SEAL THE _____ DAY OF _____, 2016

_____
MICHAEL D. RICHMOND, IOWA LICENSE NO. 23503
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

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

IN WITNESS THEREOF, I HEREUNTO AFFIX MY HAND AND SEAL THIS _____DAY OF _____, 2016 A.D.

LEGEND:

DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND
#5 REBAR, UNLESS NOTED = ●
CHISELED "X" = X
MONUMENTS SET:
#4 REBAR W/ RED CAP #23503 = ○
BOUNDARY LINE = ———
ROAD CENTER LINE = ——— – ———
EASEMENT LINE = — — — —
SETBACK LINE= ——— - - ———
SECTION LINE= —— · —— · ——

N
W E
S

GRAPHIC SCALE
40 0 20 40
(IN FEET)
1" = 40' (24x36)

PLAT INFORMATION

1. Owner
   Joseph & Katherine Amato
   6410 Madison Street
   Davenport, Iowa 52806

2. Surveyor
   Michael Richmond:
   Townsend Engineering
   2224 East 12th Street
   Davenport, Iowa 52803
   Ph: (563) 386-4236

3. Attorney
   Milissa Hofmann
   Brooks Law Firm
   220 Emerson Place, Suite 301
   Davenport, Iowa 52801
   Ph: (563) 326-4900

CURRENT ZONING:
R-1 LOW DENSITY DWELLING

LICENSED LAND SURVEYOR
MICHAEL D. RICHMOND
23503
IOWA

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

MICHAEL D. RICHMOND Date
Iowa License Number: 23503
My license renewal date is December 31, 2017.
Pages or sheets covered by this seal: 1

TOWNSEND ENGINEERING
CIVIL ◦ STRUCTURAL ◦ LAND DEVELOPMENT

DATE: 7-11-2016 TE PROJECT NO:

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KLC
CHECKED BY: MDR

DRAWING LOCATION
S: \AMATO\AMATO SUBDIVISION.dwg

NO.	REVISIONS: DESCRIPTION	DATE
1.		

PROJECT
FINAL PLAT
AMATO SUBDIVISION

SHEET NO.
1 OF 1

City of Davenport

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

Action / Date
PS8/17/2016

Subject:
Third Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled “Resident Parking Only” by adding Ripley Street along the frontage of 1217 and 1221 Ripley Street. [Ward 4]

Recommendation:
Adopt the ordinance.

Relationship to Goals:
Revitalized Neighborhoods & Corridors

Background:
Residents at 1217 and 1221 Ripley Street do not have access to off street parking via driveway or alley and have requested "Resident Parking Only". Traffic Engineering has reviewed the request and recommends approval.

ATTACHMENTS:

	Type	Description
🗋	Ordinance	PS_ORD_Ripley St resident parking_pg 2

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 9:08 AM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY ADDING RIPLEY STREET ALONG THE FRONTAGE OF 1217 AND 1221 RIPLEY STREET.

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

Ripley Street along the frontage of 1217 and 1221 Ripley Street.

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

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

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

First Consideration _____

Second Consideration _____

Approved _____

_____
Frank Klipsch
Mayor

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

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **9/21/2016**
Contact Info: Jackie Holecek
Wards: Varies

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

St. Paul Lutheran Church, Trunk or Treat, October 23rd, 5:00 PM to 7:00 PM, Closure Location: High Street and alley between Brady St and Main St [Ward 5]

Project Renewal, Neighborhood Halloween Party, October 26th, 2:30 PM to 6:00 PM, Closure Location: Intersection of 6th, Vine and Ash Streets [Ward 3]

International Fire Museum, 3rd Annual Fire Muster in the Village, October 2, 2016, Noon to 5:00 PM, Closure Location: 11th Street from Mound Street to Jersey Ridge Road [Ward 5]

Davenport Community School District, Marching Band Competition, October 11th (Rain Date: October 17th),4:00 PM - 9:00 PM, Closure Location: 36th Street between Brady Street and Davenport Avenue [Ward 5]

Food Truck Friday's - October 7th & 14th, 3:00 PM to 10:00 PM, Location: Bechtel Park, Second and Iowa Streets [Ward 3]

Recommendation:
Consider the requests.

Relationship to Goals:

Background:

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/8/2016 - 12:33 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. Paul Lutheran Church
Event: Trunk or Treat
Dates: October 23rd
Time: 5:00 PM – 7:00 PM
Closure Location: High Street and alley between Brady St and Main St
Ward: 5

Entity: Project Renewal
Event: Neighborhood Halloween Block Party
Dates: October 26th
Time: 2:30 PM to 6:00 PM
Closure Location: Intersection of 6th, Vine and Ash Streets
Ward: 3

Entity: International Fire Museum
Event: 3rd Annual Fire Muster in the Village
Dates: October 2
Time: Noon to 5:00 PM
Closure Location: 11th Street from Mound St to Jersey Ridge Road
Ward: 5

Entity: Davenport Community School District
Event: Marching Band Competition
Dates: October 11th (Rain Date: October 17th)
Time: 4:00 PM to 9:00 PM
Closure Location: 36th Street between Brady Street and Davenport Avenue
Ward: 5

Entity: City of Davenport
Event: Food Truck Friday's
Dates: October 7th and 14th
Time: 3:00 PM to 10:00 PM
Location: Bechtel Park (East 2nd Street between Arsenal Bridge and Iowa Street)
Ward: 3

Approved this 28th day of September, 2016.

Approved: Attest:

_____ _____
Frank Klipsch, Mayor Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: Public Safety
Department: City Clerk
Contact Info: Jackie E Holecek x6163
Wards: 2, 3, 4, 5, 6, 7

Action / Date
PS9/21/2016

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

ABATE District 15 Toys for Tots Motorcycle Parade - October 2, 2016, 9 AM - 1:30 PM, Over 50 dBA, Closure Location: Starting at Walmart: Kimberly east to Divison Street, south to Third Street, East to Brady Street, north to Kimberly and east to Hobby Lobby, Ward: 2, 3, 4, 5, 6, 7

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Holecek, Jackie	Approved	9/7/2016 - 12:47 PM

City of Davenport

Agenda Group: Public Safety **Action / Date**
Department: Finance/Revenue **PS9/21/2016**
Contact Info: Sherry Eastman 326-7795
Wards: Various

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

Raw Bar (Rawbar) - 136 E 3rd St, Suite A - License Type: C Liquor '**Pending approval by ZBA on 9/22/16'**

Ward 6

The Clubhouse (Clubhouse Beverage LLC) - 4800 Elmore Ave. (Suite not established yet) - Outdoor Area - License Type: C Liquor / B Native Wine

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

Ward 1

Happy Joe's Pizza and Ice Cream Parlor (Happy Joe's Pizza and Ice Cream Parlor, Inc.) - 817 S Farragut St. - License Type: B Beer

Ward 3

Front Street Brewery (Front Street Brewery Inc.) - 208 E River Dr. - Outdoor Area - License Type: C Liquor

Ward 4

Hy-Vee #5 (Hy-Vee, Inc.) - 2351 W Locust St. - License Type: E Liquor / C Beer / B Wine

Hy-Vee Gas (Hy-Vee, Inc.) - 2353 W Locust St. - License Type: C Beer

MCs Happy Hollow (D.M.C. Corporation) - 1502 W 14th St. - Outdoor Area - License Type: C Liquor

QC Mart (Bethany Enterprises, Inc.) - 1556 W Locust St. - License Type: C Beer

St. Ambrose University (Sodexo America, LLC) - 518 W Locust St. - Outdoor Area - License Type: C Liquor

Ward 5

The Outing Club (The Outing Club) - 2109 Brady St. - Outdoor Area - License Type: C Liquor

QC Mart (Bethany Enterprises, Inc.) - 1313 E River Dr. - License Type: C Beer

Ward 6

Texas Roadhouse (Texas Roadhouse Holdings LLC) - 4005 E 53rd St. - License Type: C Liquor

Ward 7

The Liquor Stop LLC (The Liquor Stop LLC) - 211 W 53rd St. - License Type: E Liquor / C Beer / B Wine

Ward 8

Kelly's Irish Pub and Eatery (Kelly's QCA, Inc.) - 2222 E 53rd St., Unit 9, 10 & 11 - 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	9/15/2016 - 10:32 AM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 10:32 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:57 AM

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jim Benge; (563)327-5141
Wards: 3

Action / Date
PW9/21/2016

Subject:
Resolution of acceptance for the demolition work associated with construction installations of the Central Fire Station completed by McAdam, Inc. of Davenport Iowa, Project Funds in the CIP #02348. The final contract amount for the work was $213,567.00. [Ward 3]

Recommendation:
Pass the Resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The contract work was completed by McAdam, Inc. and involved the demolition work required for the installations for the new addition to the Central Fire Station. The total and then final contract amount for the work was $213,567.00.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 10:59 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 10:59 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 11:04 AM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLUTION of acceptance for the construction project installations at the Central Fire Station completed by McAdam Inc. of Davenport Iowa, Project Funds in the CIP #02348.

WHEREAS, the City of Davenport entered into a contract with McAdam Inc. of Davenport Iowa for the demolition work associated with the construction installations; the final contract amount for the work was $213,567.00 and

WHEREAS, work on the project has been satisfactorily completed

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that the Central Fire Station demolition work is hereby accepted.

Passed and approved this 28th day of September, 2016.

Approved:

_____
Frank Klipsch, Mayor

Attest:

_____
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 6

Action / Date
PW9/21/2016

Subject:
Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along East 53rd Street from Victoria Avenue to Lakeview Parkway then north along Lakeview Parkway a distance of approximately 475 feet, a total distance of approximately 2,025 feet. Agreement Reference No. 2016-F13. [Ward 6]

Recommendation:
Pass the Resolution.

Relationship to Goals:
Davenport - *The Choice Community for Living.*

Background:
Geneseo 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 2,025 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-F13.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Attach to Geneseo-Lakeview-2016-F13
🗋	Exhibit	Lakeview Pkwy (2016-F13)

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 11:55 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 11:56 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 12:04 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along East 53rd Street from Victoria Avenue to Lakeview Parkway then north along Lakeview Parkway a distance of approximately 475 feet, a total distance of approximately 2,025 feet. Agreement Reference No. 2016-F13.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2016-F13) to construct buried communications cable in City Right-of-Way along East 53rd Street from Victoria Avenue to Lakeview Parkway then north along Lakeview Parkway, a total distance of approximately 2,025 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 28th day of September, 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

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_____, AGREEMENT REFERNCE NUMBER 2016-F13

The undersigned hereby accepts all the terms and conditions of said Resolution and agrees that the same shall be binding upon undersigned and its successors and assigns.

Geneseo Communications Services, Inc.

By: _____

Name: _____

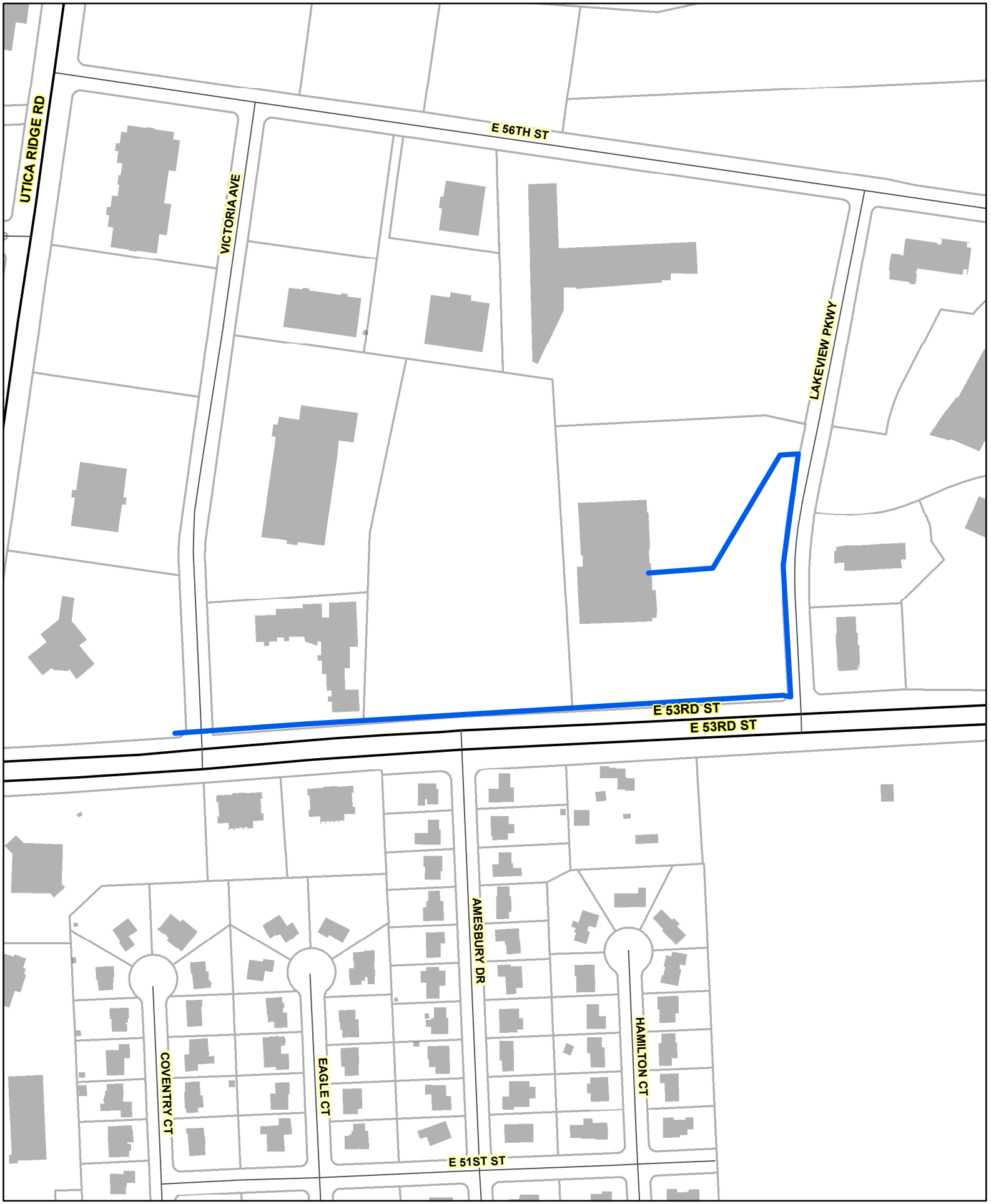
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

_____
Notary Public



Proposed Fiber Optic Route

2016 - F13

Map Date: 8/31/16

N

0 150 300 450 600 Feet

City of Davenport

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

Action / Date
PW9/21/2016

Subject:
Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way from 5433 Tremont Avenue south to 54th Street, then along 54th Street to Carey Avenue, then south along Carey Avenue to 1110 East 53rd Street, a total distance of approximately 1,520 feet. Agreement Reference No. 2016-F14. [Ward 8]

Recommendation:
Pass the Resolution.

Relationship to Goals:
Davenport - *The Choice Community for Living.*

Background:
Geneseo 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 1,520 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-F14.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2
🗋	Exhibit	Tremont & Carey (2016-F14)

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/14/2016 - 5:02 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 5:02 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 5:20 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way from 5433 Tremont Avenue south to 54th Street, then along 54th Street to Carey Avenue, then south along Carey Avenue to 1110 East 53rd Street, a total distance of approximately 1,520 feet. Agreement Reference No. 2016-F14.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2016-F14) to construct buried communications cable in City Right-of-Way from 5433 Tremont Avenue south to 54th Street, then along 54th Street to Carey Avenue, then south along Carey Avenue to 1110 East 53rd Street, a total distance of approximately 1,520 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 28th day of September, 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

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_____, AGREEMENT REFERNCE NUMBER 2016-F14

The undersigned hereby accepts all the terms and conditions of said Resolution and agrees that the same shall be binding upon undersigned and its successors and assigns.

Geneseo Communications Services, Inc.

By: _____

Name: _____

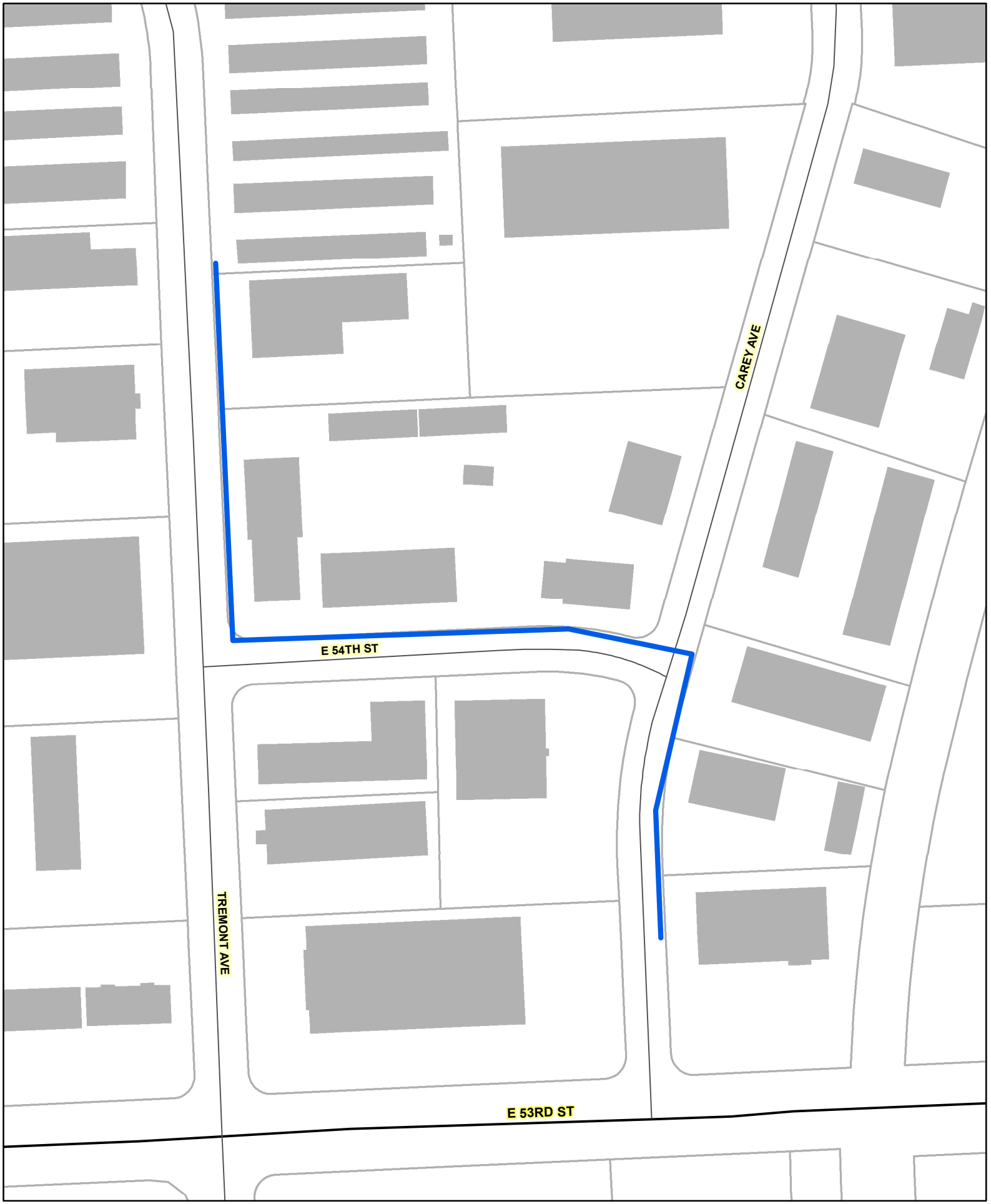
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

_____
Notary Public



N

Proposed Fiber Optic Route

2016 - F14

Map Date: 8/31/16

Feet

0 100 200 300

City of Davenport

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

Action / Date
PW9/21/2016

Subject:
Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Harrison Street from Welcome Way to 35th Street and then east along 35th Street to 212 West 35th Street for a total distance of approximately 2,300 feet. Agreement Reference No. 2016-F17. [Ward 7]

Recommendation:
Pass the Resolution.

Relationship to Goals:
Davenport - *The Choice Community for Living.*

Background:
Geneseo 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 2,300 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-F17.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 3:22 PM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 3:23 PM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 3:51 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Harrison Street from Welcome Way to 35th Street and then east along 35th Street to 212 West 35th Street for a total distance of approximately 2,300 feet. Agreement Reference No. 2016-F17.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2016-F17) to construct buried communications cable in City Right-of-Way along Harrison Street from Welcome Way to 35th Street and then east along 35th Street to 212 West 3tth Street a total distance of approximately 2,300 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 28th day of September, 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

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_____, AGREEMENT REFERNCE NUMBER 2016-F17

The undersigned hereby accepts all the terms and conditions of said Resolution and agrees that the same shall be binding upon undersigned and its successors and assigns.

Geneseo Communications Services, Inc.

By: _____

Name: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

_____
Notary Public

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 3

Action / Date
PW9/21/2016

Subject:
Resolution granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along Palmer Drive from the west side of Main Street to the east side of Brady Street, a total distance of approximately 700 feet. Agreement Reference No. 2016-F15. [Ward 3]

Recommendation:
Pass the Resolution.

Relationship to Goals:
A growing local economy.

Background:
Windstream has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total distance is approximately 700 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the resolution. The Agreement Reference number is 2016-F15.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Attach to Windstream Palmer Dr-2016-F15
🗋	Exhibit	2016 - F16 (E 56th St)

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/14/2016 - 5:21 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 5:21 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 5:31 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along Palmer Drive from the west side of Main Street to the east side of Brady Street, a total distance of approximately 700 feet. Agreement Reference No. 2016-F15.

WHEREAS, Windstream Corporation (The Owner) has submitted a request (Agreement Reference #2016-F15) to construct buried communications cable in City Right-of-Way along Palmer Drive from the west side of Main Street to the east side of Brady Street, a total distance of approximately 700 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 28th day of September, 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

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_____, AGREEMENT REFERNCE NUMBER 2016-F15

The undersigned hereby accepts all the terms and conditions of said Resolution and agrees that the same shall be binding upon undersigned and its successors and assigns.

Windstream Corporation

By: _____

Name: _____

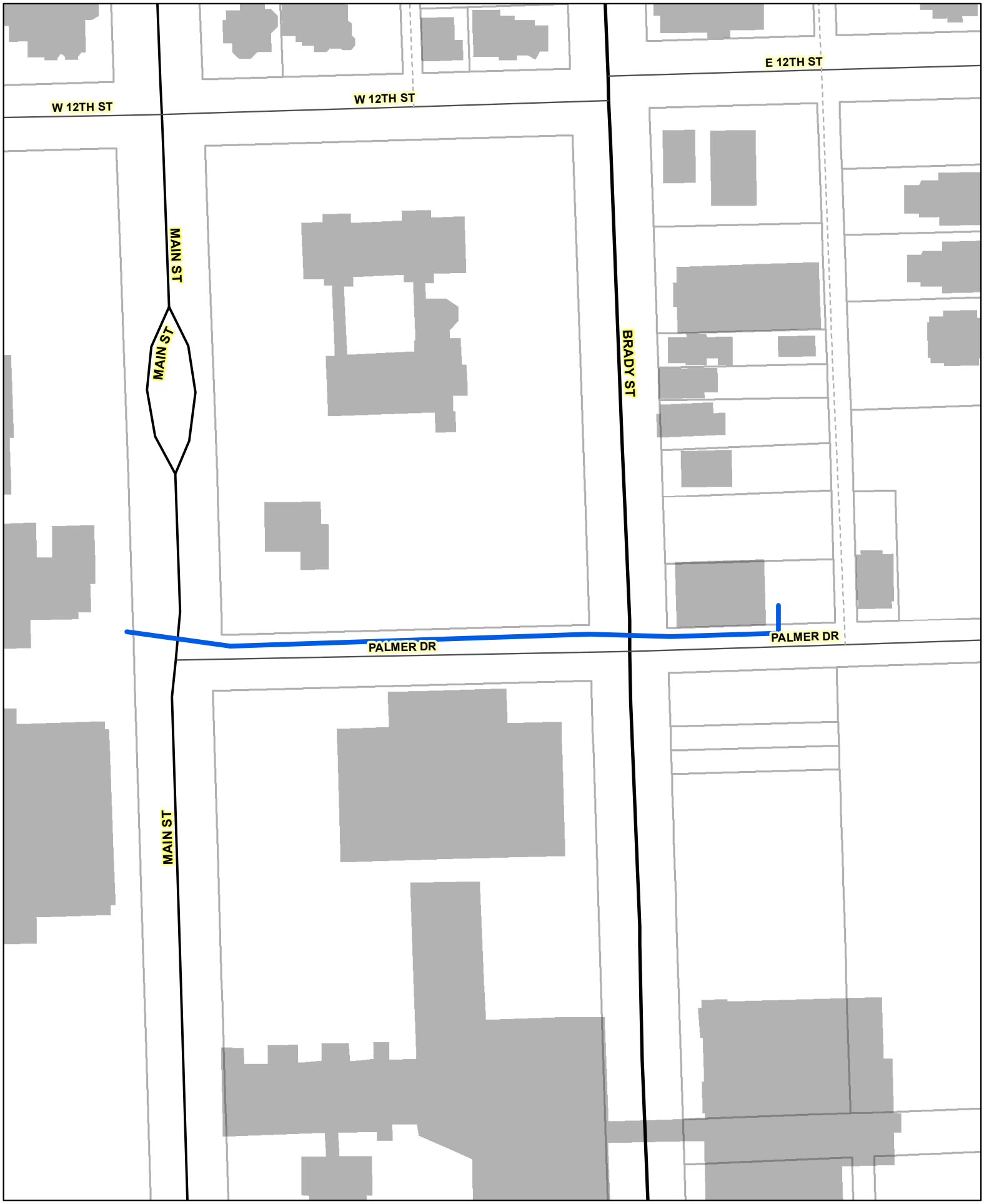
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

_____
Notary Public



Proposed Fiber Optic Route

2016 - F15

Map Date: 9/6/16

0 100 200 300 Feet

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563) 326-7729
Wards: 6

Action / Date
PW9/21/2016

Subject:
Resolution granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along 56th Street from the west side of Utica Ridge Road west to 4455 East 56th Street, a total distance of approximately 2,000 feet. Agreement Reference No. 2016-F16. [Ward 6]

Recommendation:
Pass the Resolution.

Relationship to Goals:
A growing local economy.

Background:
Windstream has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total distance is approximately 2,000 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the resolution. The Agreement Reference number is 2016-F16.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2
🗋	Backup Material	Map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 10:59 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 11:00 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 11:04 AM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Windstream Corporation to install a buried communications system in the City Right-of-Way along 56th Street from the west side of Utica Ridge Road west to 4455 East 56th Street, a total distance of approximately 2,000 feet. Agreement Reference No. 2016-F16.

WHEREAS, Windstream Corporation (The Owner) has submitted a request (Agreement Reference #2016-F16) to construct buried communications cable in City Right-of-Way along 56th Street from the west side of Utica Ridge Road west to 4455 East 56th Street, a total distance of approximately 2,000 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 28th day of September, 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

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_____, AGREEMENT REFERNCE NUMBER 2016-F16

The undersigned hereby accepts all the terms and conditions of said Resolution and agrees that the same shall be binding upon undersigned and its successors and assigns.

Windstream Corporation

By: _____

Name: _____

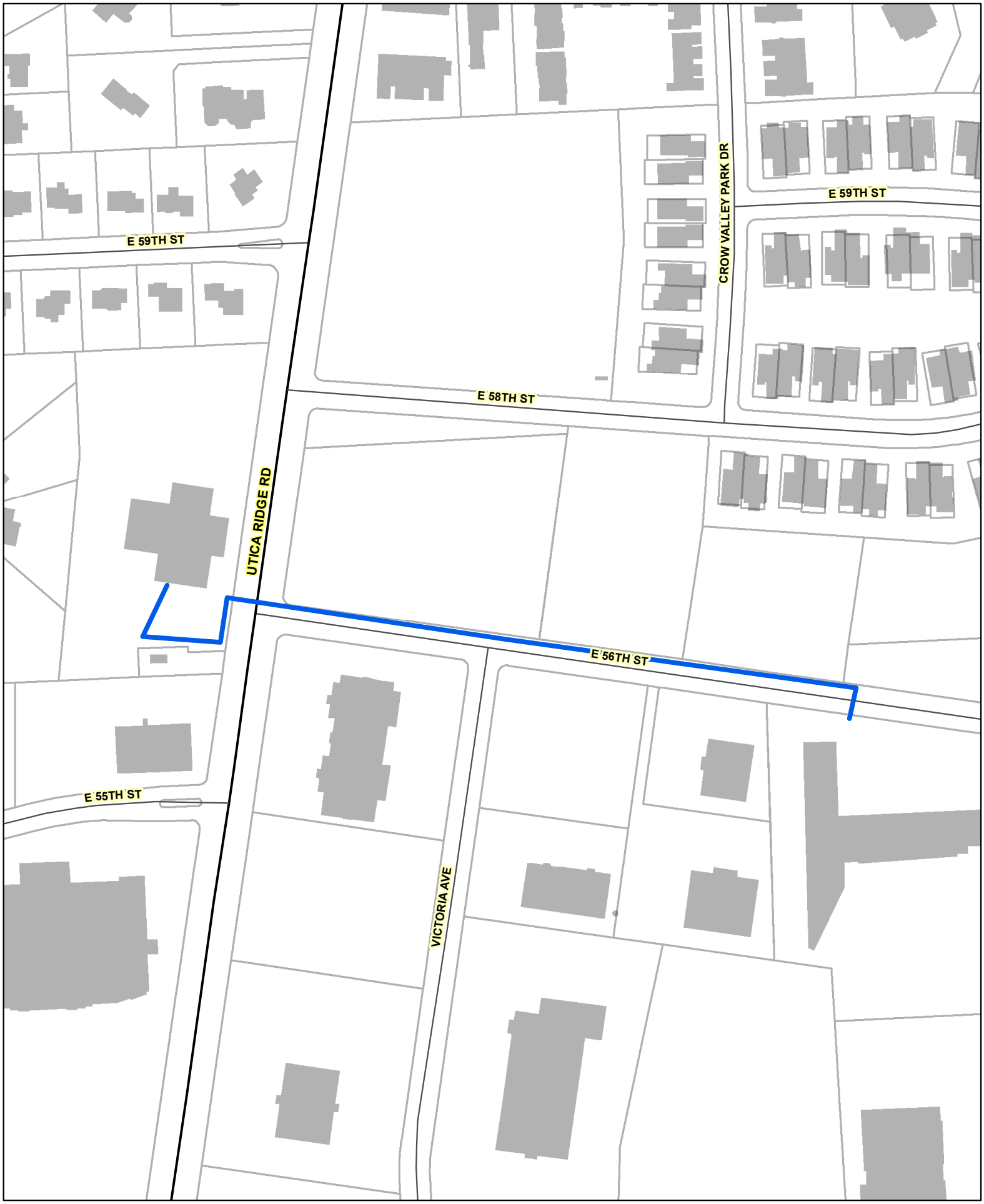
Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

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

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

_____
Notary Public



Proposed Fiber Optic Route

2016 - F16

Map Date: 9/6/16

N

0 200 400 600 Feet

City of Davenport

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

Action / Date
PW9/21/2016

Subject:
Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. CIP Project #30028 funded at $680,000 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 for our 2015 sewer CIPP Lining program, this line was discovered to be structurally deficient. Donohue & Associates prepared the plans and specifications for bidding this project.

Program management and quality assurance inspections will be completed by the Engineering Division. The project letting is proposed for late September, 2016. This project will be constructed starting in November, 2016 with project closeout in spring.

Funds for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. are budgeted in CIP #30028 for a total of $680,000.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution Letter
🗋	Backup Material	Engineer's Opinion of Cost
🗋	Backup Material	Plans
🗋	Backup Material	Special Conditions

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 11:54 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 11:55 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 12:04 PM

Resolution No._____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION Approving the Plans, Specifications, Form of Contract and Estimate of Cost for the Replacement of the 8" Sanitary Sewer Main at W. Kimberly Rd. and Harrison St. CIP Project # 30028 funded at $680,000 in bonds abated by sewer funds.

WHEREAS, on the 8th day of September, 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 28th day of September, 2016.

Approved:

_____
Frank Klipsch, Mayor

Attest:

_____
Jackie E. Holecek, Deputy City Clerk

City of Davenport, Iowa
Sanitary Sewer Replacement
DN-33-23 to DN-33-25
Davenport Bid #17-26

09/12/16

Engineer's Estimate

Item Description	Unit	Qty	Unit Price	Cost
Mobilization/Demobilization	Lump Sum	1	$10,000.00	$10,000.00
Silt Fence	Lin Ft	875	$3.00	$2,625.00
Inlet Protection	Each	2	$250.00	$500.00
Stabilized Construction Entrance	Each	1	$750.00	$750.00
Sanitary Sewer Remove	Lin Ft	100	$5.50	$550.00
Sanitary Sewer Abandon	Lin Ft	300	$14.00	$4,200.00
Trench Foundation Stabilization	Ton	185	$24.00	$4,440.00
Structural Trench Backfill	Ton	1560	$16.00	$24,960.00
Sanitary Sewer Pipe, 8" D.I.	Lin Ft	449	$180.00	$80,820.00
Sanitary Sewer Laterals	Each	2	$3,400.00	$6,800.00
Storm Sewer Pipe, Remove & Reinstall	Lin Ft	80	$100.00	$8,000.00
Concrete Cradle	Each	2	$350.00	$700.00
Sanitary Manhole, Existing - Modify (DN-33-23)	Each	1	$2,600.00	$2,600.00
Sanitary Manhole, Existing - Modify (DN-33-25)	Each	1	$1,200.00	$1,200.00
Sanitary Manhole, 60" Dia Barrel	Veritical Ft	29	$380.00	$11,020.00
Sanitary Manhole, Complete	Each	2	$5,400.00	$10,800.00
HMA-Surfaced Pavement Remove & Replace (Full-Depth)	Sq Yd	360	$53.00	$19,080.00
HMA-Surfaced Pavement Remove & Replace (Mill & Overlay)	Sq Yd	1600	$10.50	$16,800.00
Aggregate Pavement Remove & Replace	Ton	335	$25.00	$8,375.00
Select Topsoil	Sq Yd	2280	$6.00	$13,680.00
Turf Restoration	Lump Sum	1	$2,400.00	$2,400.00

$230,300.00

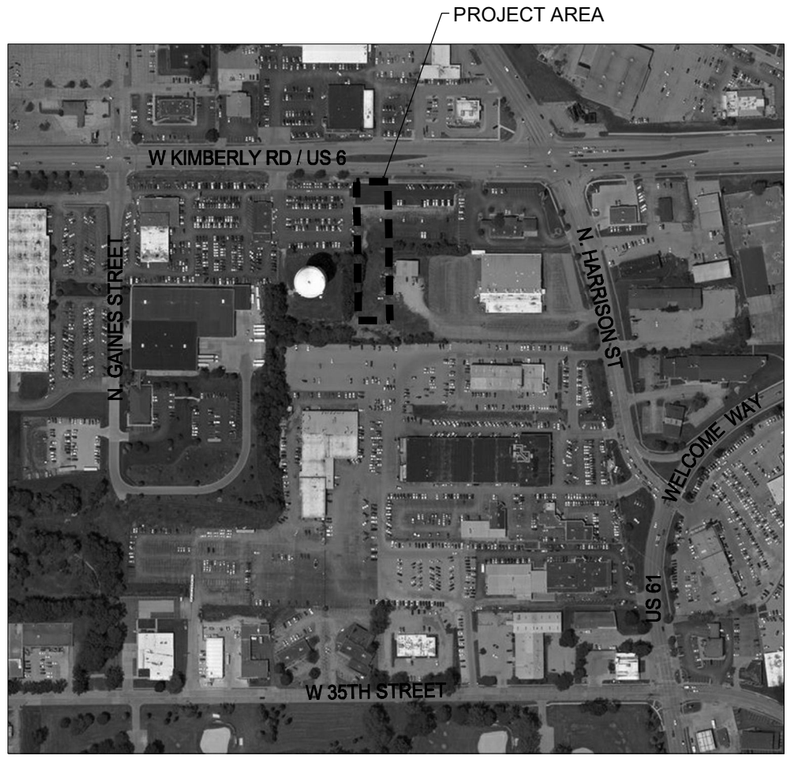
DAVENPORT BID #17-26

CITY OF DAVENPORT

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

SEPTEMBER 14, 2016

KEY MAP



PROJECT LOCATION

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

PREPARED FOR

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

LICENSED PROFESSIONAL ENGINEER
TRACEY L. WEBB
16650
IOWA

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.

09/14/2016

TRACEY L. WEBB — DATE

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

PREPARED BY

DONOHUE

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

GENERAL NOTES

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.

1. VERTICAL AND HORIZONTAL BENCHMARKS ARE SHOWN ON THE DRAWINGS.
2. THE LOCATION OF IMPROVEMENTS HAS BEEN INDICATED WITH THE USE OF STATIONING ALONG A LINE WHICH CAN BE LOCATED WITH THE USE OF COORDINATES AS INDICATED ON THE DRAWINGS. OTHER DIMENSIONS ARE SHOWN ON THE DRAWINGS TO AID THE CONTRACTOR AND REVIEW AGENCIES WITH A DETERMINATION OF THE APPROXIMATE FIELD LOCATION REFERENCED FROM NEARBY SITE OBJECTS. COORDINATE VALUES AND STATIONING SUPERSEDE DIMENSIONAL REFERENCES IN CASE OF CONFLICTS.
3. DIMENSIONS OR COORDINATES TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS AND COORDINATES IN THE FIELD FOR PROPER FIT AND ALIGNMENT.
4. WHEN COORDINATES ARE USED THE COORDINATE REFERENCE IS AT THE INTERSECTION OF LINES, AT THE CENTER OF CIRCULAR STRUCTURES, AT THE PIPE CENTERLINE, AND CORNERS OF RECTANGULAR STRUCTURES UNLESS NOTED OTHERWISE.
5. THE CONTRACTOR SHALL CONTACT THE UTILITY LOCATION SYSTEM (IOWA ONE CALL IN IOWA) AT 811 OR 1-800-292-8989 A MINIMUM OF 72 HOURS PRIOR TO PERFORMING ANY EARTH MOVING OR EXCAVATION ACTIVITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY OTHER UTILITIES WHICH MAY BE PRESENT WHICH ARE NOT PART OF THE ONE CALL SYSTEM. NOTIFY CITY OF DAVENPORT STAFF ONE WEEK IN ADVANCE OF CITY UTILITY LOCATION NEEDS TO ALLOW ADEQUATE RESPONSE TIME.
6. 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.
7. 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. CONTRACTOR IS REQUIRED TO FIELD LOCATE ALL CROSSING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION ACTIVITIES TO ALLOW ENGINEER TO REVISE LOCATIONS OF NEW FACILITIES TO AVOID CONFLICTS WITHOUT ADDITIONAL COST TO OWNER.
8. THE CONTRACTOR SHALL COMPLY WITH THE TRAFFIC CONTROL REQUIREMENTS OF THE STATE OF IOWA AND THE CITY OF DAVENPORT. THE CONTRACTOR SHALL NOTIFY THE CITY OF DAVENPORT, POLICE AND FIRE DEPARTMENTS, AND SCHOOL OFFICIALS OF ALL CONSTRUCTION ACTIVITIES IMPACTING LOCAL STREETS A MINIMUM OF 48 HOURS IN ADVANCE.
9. ACCESS CONSTRAINTS TO BE PLACED ON THE CONTRACTOR FOR THE PROJECT ARE SHOWN ON THE PLANS
10. THE CONTRACTOR SHALL COORDINATE THE ACTIVITIES OF HIS PERSONNEL, SUBCONTRACTORS, AND UTILITIES PERFORMING WORK ON THIS PROJECT. THE CONTRACTOR SHALL ALSO COORDINATE WITH CITY CREWS AND OTHER CONTRACTORS WORKING IN OR NEAR THE PROJECT AREA.
11. THE CONTRACTOR SHALL MAINTAIN ON FILE WITH THE OWNER AND ENGINEER A CURRENT LIST OF EMERGENCY TELEPHONE NUMBERS FOR THE CONTRACTORS SUPERVISORY PERSONNEL ASSIGNED TO THIS PROJECT. NO LESS THAN 2 NAMES WITH 24 HOUR PHONE NUMBERS SHALL BE INCLUDED.
12. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO EXISTING RIGHT-OF-WAYS AND EASEMENTS SHOWN ON THE DRAWINGS. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY OUTSIDE OF THESE LIMITS SHALL BE REPAIRED OR REPLACED TO ITS ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
13. THE CONTRACTOR SHALL CLEAR AND GRUB ONLY THOSE AREAS WHERE PROPOSED IMPROVEMENTS OR GRADING ACTIVITIES ARE TO BE LOCATED AND FOR A DISTANCE OF 10 FEET SURROUNDING THE IMPROVEMENTS. REMOVAL OF OTHER TREES AND SHRUBS WHICH ARE NOT AUTHORIZED FOR REMOVAL SHALL BE REPLACED BY THE CONTRACTOR WITH LIKE KIND AND SIZE AT NO COST TO THE OWNER. IF SUCH REMOVALS ARE THE CAUSE OF FINES AND OTHER ACTIONS BY REGULATORY AGENCIES THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR SUCH FINES AND ACTIONS.
14. ELEVATIONS CALLED OUT ON THE DRAWINGS ARE TYPICALLY AT THE "INVERT" OR BOTTOM OF PIPES AND STRUCTURES, ALONG THE FLOW LINE IN GUTTERS AND SWALES, AND AT THE "RIM" OR TOP (FINISHED GRADE) OF THE FRAME AND COVERS. OTHER ELEVATIONS ARE SPECIFICALLY NOTED.
15. UNLESS NOTED OTHERWISE RESTORATION OF EXISTING SANITARY SEWERS AND SERVICE LINES, WATER MAINS AND SERVICE LINES, STORM SEWERS, OTHER UTILITIES, SIDEWALKS, CURBS, DRIVEWAYS, STREETS OR OTHER IMPROVEMENTS NOT SHOWN AS BEING REMOVED, REPLACED OR MODIFIED BY THE PROJECT IS REQUIRED ONLY TO THE EXTENT THEY ARE DAMAGED OR DISTURBED BY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL RESTORE ALL DAMAGED AND DISTURBED IMPROVEMENTS TO THE IMPROVEMENT OWNERS AND ENGINEERS SATISFACTION. PAYMENT FOR SUCH RESTORATION SHALL BE INCIDENTAL TO THE PROJECT.
16. WHERE NEW WORK ABUTS EXISTING CURBS, SIDEWALK, DRIVES, OR OTHER PAVEMENTS WHICH ARE TO REMAIN IN PLACE, THE CONTRACTOR SHALL PROVIDE NEAT SAWCUTS, FULL DEPTH AT THE LIMIT OF CONSTRUCTION. PAYMENT FOR SAWCUTS SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM.
17. CONTRACTOR SHALL PROVIDE SUPPORT AND SHALL MAINTAIN SERVICE TO ALL ABOVE AND BELOW GRADE UTILITIES INCLUDING POLES, CABLES, WIRES, WATER, GAS, STORM , AND SANITARY FACILITIES, OR WITH THE WRITTEN CONCURRENCE OF THE UTILITY OWNER, MAY REMOVE, STORE, REINSTALL AND REPLACE AS NECESSARY.
18. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY DURING CONSTRUCTION OF THE PROJECT. REFER TO THE GENERAL AND SUPPLEMENTAL CONDITIONS FOR ADDITIONAL INFORMATION.
19. ALL PROPERTY PINS (STEEL REBARS, PIPES, CAPPED PINS, ETC.) WHICH WERE FOUND OR LOCATED ON THE PROJECT SITE WHETHER SHOWN ON THE PLANS OR ENCOUNTERED DURING CONSTRUCTION SHALL BE PROTECTED. IF PROPERTY PINS ARE DAMAGED, DESTROYED OR MOVED, THE CONTRACTOR SHALL PROVIDE THE SERVICES OF A LICENSED IOWA LAND SURVEYOR TO REPLACE THEM AT NO COST TO THE OWNER.
20. AS PART OF THE CONTRACTOR'S RESPONSIBILITIES A DETAILED SET OF RECORD DRAWINGS SHALL BE KEPT TO RECORD CHANGES OR DEVIATIONS FROM THE PLANS AND TO SHOW EXISTING UNDERGROUND UTILITIES OR OTHER FEATURES ENCOUNTERED DURING CONSTRUCTION.
21. BEDDING, HAUNCHING AND INITIAL BACKFILL FOR SANITARY SEWERS (BOTH MAIN AND LATERALS) SHALL CONFORM TO CITY SEWER STANDARDS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH STANDARD DRAWING NO. 6.6B, EXCEPTING A MINIMUM OF 12" OF BEDDING SHALL BE REQUIRED BENEATH THE PIPE.
22. ALL DISTURBED AREAS SHALL BE RESTORED TO MATCH EXISTING GRADING AND MAINTAIN DRAINAGE FLOWS.

LEGEND

	LIGHTING STANDARD
	POLE MOUNTED LUMINAIRE
	UTILITY POLE
	UTILITY POLE WITH GUY WIRE AND ANCHOR
	SIGN (MULTIPLE POST, SINGLE POST)
700	EXISTING CONTOUR LINE
700	PROPOSED CONTOUR LINE
X TC 600.00	TOP/CURB ELEVATION; BASED ON BENCHMARK DATUM
X FL 600.00	FLOW LINE ELEVATION; BASED ON BENCHMARK DATUM
X 600.00	SPOT ELEVATION AT CENTER OF "X"
S.B. #XX N 10000.0000 E 10000.0000	SOIL BORING LOCATION & REFERENCE NUMBER COORDINATE POINT ON GRID SYSTEM
IPF	FOUND OR SET 5/8" DIAMETER REBAR
EXIST. R.O.W.	EXISTING RIGHT-OF-WAY LINE
R.O.W.	PROPOSED RIGHT-OF-WAY LINE
	SECTION LINE
	EXISTING PROPERTY LINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
X X	EXISTING FENCE LINE
-VL	ITEM LOCATION AND/OR ELEVATION TO BE VERIFIED BY CONTRACTOR PRIOR TO THE START OF WORK AT NO ADDITIONAL COST.
5 4 8 9	SECTION CORNER
	DECIDUOUS TREE W/SIZE
	CONIFEROUS TREE W/SIZE
	HEDGEROW, BUSHES, OR TREE LINE

T	EXISTING TELEPHONE LINE
CATV	EXISTING CABLE TELEVISION
OH	EXISTING OVERHEAD UTILITY LINE
E	EXISTING UNDERGROUND ELECTRIC CONDUIT
GAS	EXISTING GAS MAIN
SAN	EXISTING SANITARY SEWER
SAN	PROPOSED SANITARY SEWER
STM	EXISTING STORM SEWER
STM	PROPOSED STORM SEWER
W	EXISTING WATER MAIN OR SERVICE
FO	EXISTING FIBER-OPTIC TELEHONE DUCT

EXISTING	PROPOSED	
		VALVE WITH BOX
	VV#	VALVE VAULT
		CURB STOP W/CURB BOX
	FHYD#	FIRE HYDRANT ASSEMBLY
YH	YH	YARD HYDRANT
		SANITARY SEWER MANHOLE
		STORM SEWER MANHOLE
		STORM SEWER INLET / CATCH BASIN
E		ELECTRICAL MANHOLE
T		TELEPHONE MANHOLE
		TELEPHONE JUNCTION BOX
		EXISTING PIPE OVER 24"
		PROPOSED PIPE OVER 24"
		FLARED END SECTION
		HEADWALL

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

UTILITY INFORMATION

GAS
MIDAMERICAN ENERGY COMPANY
2811 5TH AVENUE
ROCK ISLAND, IL 61201
309-793-3704
CONTACT: MATT KOVACIC

ELECTRIC
MIDAMERICAN ENERGY COMPANY
106 E. 2ND STREET
DAVENPORT, IA 52801
563-333-8706
CONTACT: NATE TEAGER

WATER
IOWA-AMERICAN WATER COMPANY
5201 GRAND AVENUE
DAVENPORT, IA 52807
563-468-9222
CONTACT: JULIE DUBOIS

SANITARY
CITY OF DAVENPORT
1200 E. 46TH STREET
DAVENPORT, IA 52807
CONTACT: RON HOCKER (SEWERS)
563-327-5169

TELEPHONE
CENTURYLINK
528 MAIN STREET
DAVENPORT, IA 52801
563-424-0931
CONTACT: JASON GILBREATH

CABLE
MEDIACOM
3900 26TH AVENUE
MOLINE, IL 61265
309-743-4750
CONTACT: JOHN SMITH

811 Know what's below. Call before you dig.

Date | Checked By | Drawn By | Revision Description | Revision Number

OWNER REVIEW
NOT FOR CONSTRUCTION

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP02 Legend.dwg
Project No.	13094
Project Date	09/14/2016

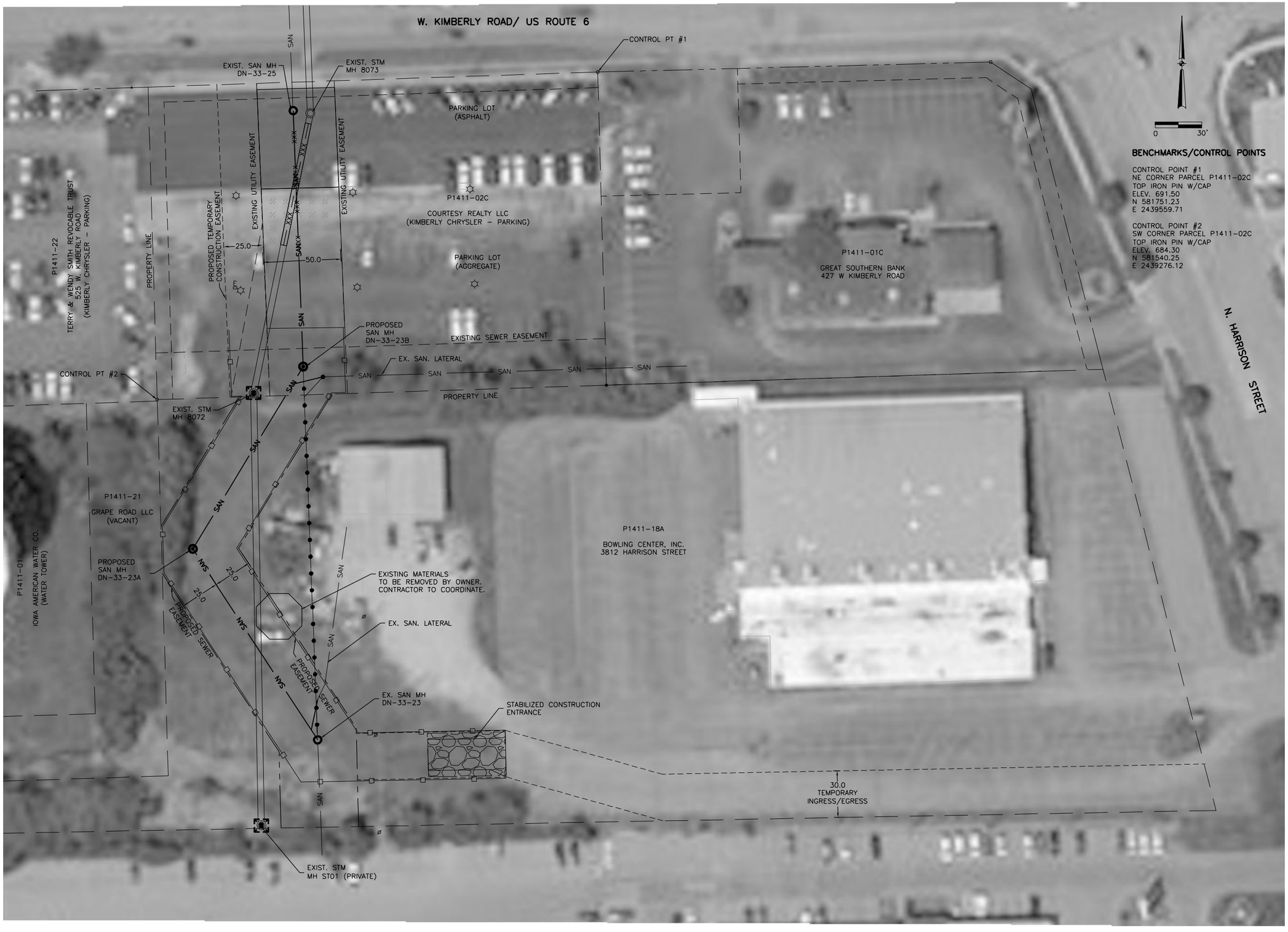
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

LEGEND AND GENERAL NOTES

DONOHUE

Sheet No. 2

Drawing No. CP02



BENCHMARKS/CONTROL POINTS

CONTROL POINT #1
NE CORNER PARCEL P1411-02C
TOP IRON PIN W/CAP
ELEV. 691.50
N 581751.23
E 2439559.71

CONTROL POINT #2
SW CORNER PARCEL P1411-02C
TOP IRON PIN W/CAP
ELEV. 684.30
N 581540.25
E 2439276.12

Revision Number	Revision Description	Drawn By	Checked By	Date
	OWNER REVIEW NOT FOR CONSTRUCTION			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP03 002CK1.dwg
Project No.	13094
Project Date	09/14/2016

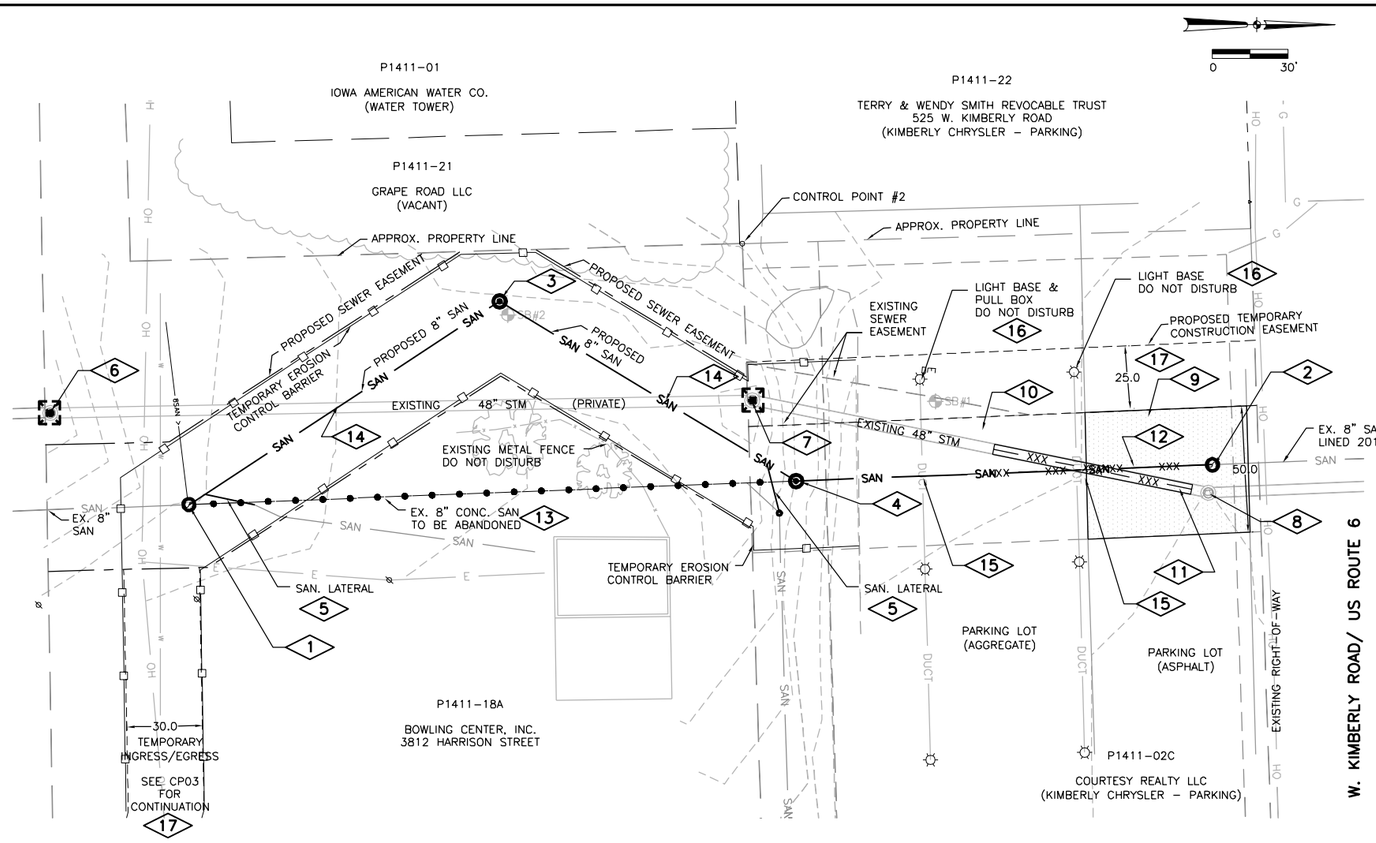
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

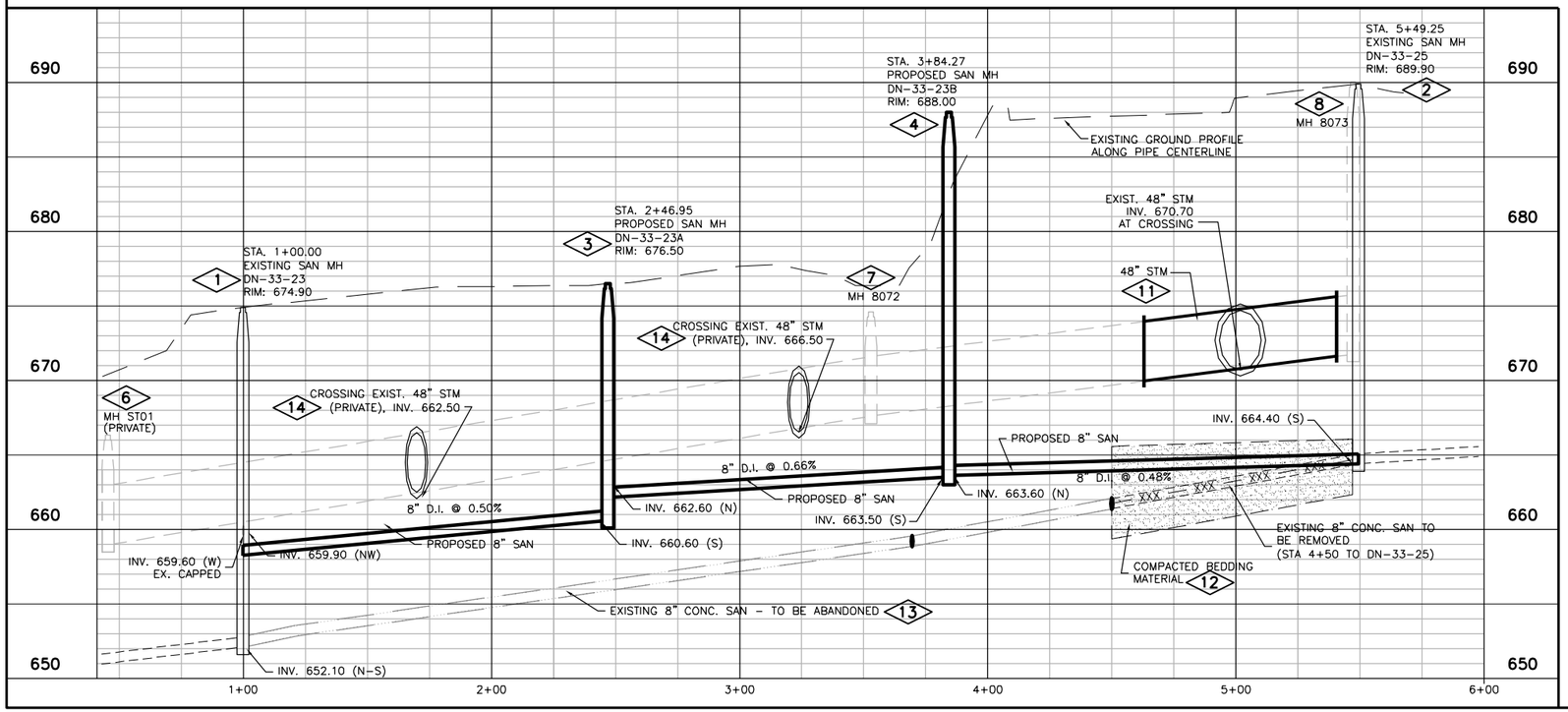
SITE OVERVIEW

DONOHUE

Sheet No. 3

Drawing No. **CP03**





PLAN NOTES:

1. 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.

2. 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.

3. MANHOLE #DN-33-23A, PROPOSED SAN, 60" DIA.
   N: 581444.07
   E: 2439298.99
   CONSTRUCT PER CITY STANDARDS

4. MANHOLE #DN-33-23B, PROPOSED SAN, 60" DIA.
   N: 581561.55
   E: 2439370.09

5. CONNECT EXISTING SEWER LATERAL. PROVIDE WYE CONNECTION AT MAIN. EXISTING LATERAL LOCATION SHALL BE FIELD VERIFIED.

6. MANHOLE ST01 (PRIVATE), EXISTING STORM – PROTECT
   RIM: 666.30
   INV. 658.95
   OPEN GRATE – PROVIDE TEMPORARY INLET PROTECTION

7. MANHOLE #8072, EXISTING STORM – PROTECT
   RIM: 674.60
   INV. 667.60
   OPEN GRATE – PROVIDE TEMPORARY INLET PROTECTION

8. MANHOLE #8072, EXISTING STORM – PROTECT
   RIM: 690.05
   INV. 671.75
   CLOSED LID

9. 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:
   2-1/2" HMA SURFACE ON
   1-1/2" HMA BINDER ON
   12" COMPACTED AGGREGATE BASE ON
   GEOTEXTILE FABRIC ON
   COMPACTED SUBGRADE

10. REMOVE 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.

11. REMOVE AND RESET 80 LF OF EXISTING 48" RCP PIPE. REMOVE TO NEAREST JOINT. PROVIDE CONCRETE COLLAR AT UPSTREAM CONNECTION POINT.

12. REMOVE 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.

13. ABANDON EXISTING SANITARY PIPE IN PLACE. FILL WITH PUMPED FLOWABLE FILL.

14. PROTECT AND SUPPORT EXISTING STORM SEWER. PROVIDE CONCRETE CRADLE BETWEEN EXISTING STORM SEWER AND SANITARY, PER DETAIL C560

15. PROTECT EXISTING UTILITY CONDUIT. SEE DETAIL C507

16. 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.

17. RESTORE EXISTING HMA SURFACE WITHIN TEMPORARY EASEMENT. MILL & OVERLAY, 2-INCH AS DIRECTED BY PROJECT MANAGER, IF DAMAGED BY CONTRACTOR'S ACTIVITIES.

Revision Number	Revision Description	Drawn By	Checked By	Date
	NOT FOR CONSTRUCTION OWNER REVIEW			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP04 002CPP1.dwg
Project No.	13094
Project Date	09/14/2016

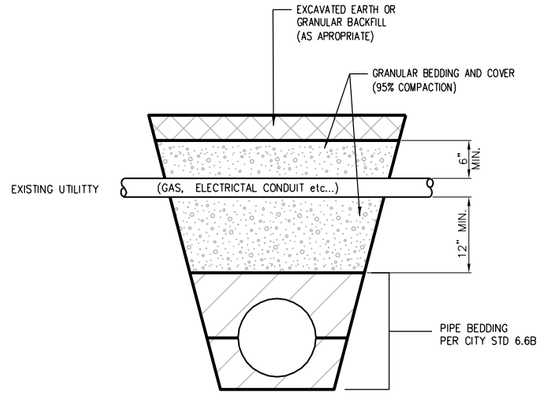
CITY OF DAVENPORT
SANTIARY SEWER REPLACEMENT
SOUTH OF W. KIMBERLY ROAD
FROM DN-33-23 TO DN-33-25
SCOTT COUNTY, IOWA

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

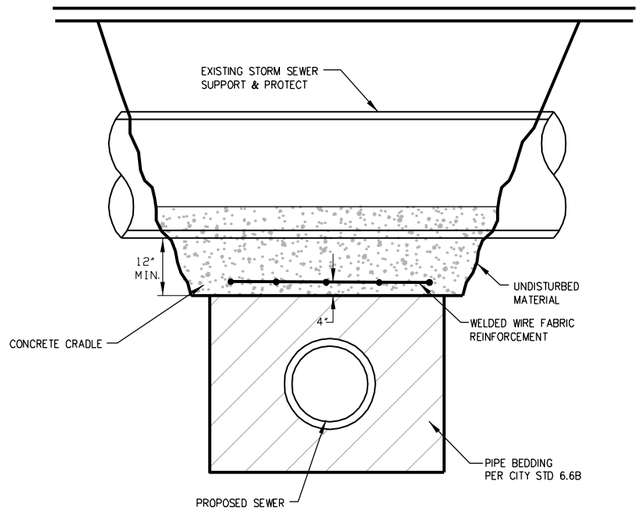
DONOHUE

Sheet No. 4

Drawing No. CP04



BACKFILLING DETAIL
AROUND EXISTING UTILITIES C507
NTS



SEWER CROSSING DETAIL C560
NTS

Revision Number	Revision Description	Drawn By	Checked By	Date
	OWNER REVIEW NOT FOR CONSTRUCTION			

Designed By	TLW
Drawn By	TLW
Checked By	JCH
Approved By	TLW
Filename	CP05 002CD1.dwg
Project No.	13094
Project Date	09/14/2016

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

DETAILS

DONOHUE

Sheet No. 5

Drawing No. **CP05**

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)

1. WASTE SITES AND SALVAGE

Salvage materials such as castings, pipe, and similar materials shall be disposed of by the Contractor as designated in these Contract Documents or as directed by the Engineer.

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 Engineer:

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.

2. 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.

3. 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

4. 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.

5. 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.

6. 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.

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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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."

17. 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 and place 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.

<table>
<tr><th rowspan="2">Type</th><th rowspan="2">Soil Group Symbol ASTM D 2487</th><th rowspan="2">Description</th><th colspan="3">Percentage Passing Sieve Sizes</th></tr>
<tr><th>1½ in.</th><th>No. 4</th><th>No. 200</th></tr>
<tr><td rowspan="4">Coarse-Grained Soils, clean</td><td>GW</td><td>Well-graded gravels and gravel-sand mixtures; little or no fines</td><td rowspan="4">100%</td><td rowspan="2">‹50% of “Coarse Fraction”</td><td rowspan="4">‹5%</td></tr>
<tr><td>GP</td><td>Poorly-graded gravels and gravel-sand mixtures; little or no fines.</td></tr>
<tr><td>SW</td><td>Well-graded sands and gravelly sands; little or no fines.</td><td rowspan="2">›50% of “Coarse Fraction”</td></tr>
<tr><td>SP</td><td>Poorly-graded sands and gravelly sands; little or no fines.</td></tr>
</table>

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 on the date 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 (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, 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. STORM SEWER PIPE, REMOVE AND REINSTALL (ITEM NO. 11)

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.

12. CONCRETE CRADLE (ITEM NO. 12)

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.

13. SANITARY MANHOLE, EXISTING – MODIFY (ITEM NO. 13 & 14)

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.

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

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 & 15 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.

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

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. 15 which payment is provided elsewhere in the contract.

Sanitary manholes shall be constructed according to City Standard Specifications, City Standard Details, 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.

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

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.

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

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).

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

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.

19. SELECT TOPSOIL (ITEM NO. 20)

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.

20. TURF RESTORATION (ITEM NO. 21)

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: Public Works
Department: Legal
Contact Info: Brian Heyer; (563) 326-7735
Wards: 5

Action / Date
PW9/21/2016

Subject:
Resolution granting a license to Baked Beer & Bread Co., to locate a grease interceptor beneath the alley right of way next to 1113 Mound Street. [Ward 5]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
Baked Beer & Bread Company is renovating the former Woodland Gallery building in the Village of East Davenport and as part of its renovation it is required to install a grease interceptor outside of the building. The only location a grease interceptor may be placed outside of the building is within the public right of way (alley) abutting the property. Chapter 12.36 provides the city council may grant a license to allow an encroachment of the public right of way when the encroachment is more permanent in nature.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	9/14/2016 - 4:18 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 9:52 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:00 AM

Resolution No._____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting a license to place an object under the surface of public property to Baked Beer & Bread Co., its assigns or successors in interest, authorizing the placement of a grease interceptor in and under the public alley abutting the property on the North side of 1113 Mound Street, Davenport, Iowa.

WHEREAS, due diligence has revealed that Baked Beer & Bread Company's operation will require a grease interceptor;

WHEREAS, the occupancy and use of the building requires that the grease interceptor be located outside of the building;

WHEREAS, the only space where a grease interceptor servicing the property may be located is within the alley right of way;

WHEREAS, the grease interceptor will be placed below the surface of the alley accessible through manhole covers;

WHEREAS, the grant of a license will not materially or adversely impact the availability and use of the alleyway to the public except during construction of the grease interceptor;

WHEREAS, Baked Beer & Bread Company, its owners, officers, employees, assigns and successors in interest will comply with Davenport Municipal Code Chapter 12.36 and will agree to hold the City harmless;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Baked Beer & Bread Company, its owners, officers, employees, assigns and successors in interest, are hereby granted a license to place an encroachment in the alleyway abutting its property at 1113 Mound Street, Davenport, Iowa, for the purpose of constructing and maintaining a grease interceptor that would be otherwise prohibited by Davenport Municipal Code §12.36.010 subject to the provisions of the Chapter 12.36, including, but not limited to, §12.36.040 - §12.36.070, and subject to the requirement that the grease interceptor be constructed and maintained so that it does not constitute a hazard to the public or allow grease to escape the interceptor into the public right of way.

BE IT FURTHER RESOLVED, this license is granted pursuant to Davenport Municipal Code Chapter 12.36, and Baked Beer & Bread Company, its successors and assigns accepts, as evidenced by its use and occupation of the public right of way described herein subsequent to the adoption of this resolution, as its obligation, the duty to defend and hold harmless the City of Davenport from any claim arising out of or related to its occupation of the public right of way; and further, releases the City, its officers, employees, and agents from any damage that may arise from municipal operations and that the licensee name the City of Davenport as an

additional insured on its liability insurance coverage for the licensed area for the purpose of the City of Davenport receiving notice of cancellation not less than thirty days' prior to the effective date of the termination of coverage.

Approved:

_____
Frank Klipsch, Mayor

Attest:

_____
Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works **Action / Date**
Department: Public Works **PW9/21/2016**
Contact Info: Jen Walker; (563) 326-6168
Wards: 3

Subject:
Resolution approving Change Order number 2 to the construction contract with SAK Construction, LLC for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program (bid 16-79) in the amount Not-To-Exceed $157,118.25, CIP #30012. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The existing sanitary sewer lining contract includes lining for Brady Street between 14th Street and High Street. This resolution seeks Council's approval to add funds to SAK Construction, LLC's contract for lining eight (8) additional sections of sanitary main under Brady Street, a total of 3,109 linear feet of 18" diameter pipe. These funds are available in the current remaining Sewer Lining CIP, funded at $2,000,000 in bonds abated by sewer funds.

The need for additional lining came to light when reviewing sanitary sewer televising completed for the Brady Street Sewer Repair & Resurfacing Project. Lining these additional 8 sections of pipe now will be advantageous because:

- Clay pipe is present south of 5th Street. This type of material is subject to cracking and collapsing.
- Numerous inactive sanitary laterals are flowing groundwater into the sanitary main (I & I). Over time, the clay lateral pipes can crack and this groundwater has the potential to carry soil and pipe bedding materials into the sanitary main, effectively creating voids beneath the soon-to-be-resurfaced Brady Street.

Engineering staff has evaluated options to fill inactive sanitary laterals beneath the roadway during the Brady Street Project. If targeted sections of the sanitary main are first lined, the contractor can then fill the laterals with cement grout from a location in the right of way that is behind the curb. This appears to save the City money because numerous concrete trenches will not be necessary to remove the laterals and fill the voids; in most instances, only one or two panels of sidewalk will need to be repaired after grouting takes place. Of course, lining additional sewer main creates a mutual benefit of further reducing inflow and infiltration (I & I) in these areas.

Note: Costs associated with identification of live vs. inactive services, grouting, and sidewalk repair will be paid using funds available in the Brady Street Sewer Repair & Resurfacing contract contingency, CIP #35012.

SUMMARY OF CONTRACT AMOUNT:
Original Contract: $ 1,347,568.75

Previous Change Orders	$ 183,923.25
This Change Order	$ 157,118.25

Amended Contract Amount: $ 1,688,610.25

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES pg2
Backup Material	Change Order #2 form w/ pipe sections

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/14/2016 - 4:59 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 5:00 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 5:00 PM

RESOLUTION No._____

RESOLUTION offered by Alderman Ambrose

RESOLUTION approving Change Order number 2 to the construction contract with SAK Construction, LLC for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program (bid 16-79) in the amount Not-To-Exceed $157,118.25, CIP #30012.

WHEREAS, the City entered into a contract with SAK, Construction, LLC to perform sanitary sewer lining, and;

WHEREAS, groundwater beneath Brady Street is draining into the sanitary main via inactive sewer laterals;

WHEREAS, there is a risk for the groundwater to erode subgrade material thereby creating a void beneath the roadway;

WHEREAS, the City seeks to improve long-term quality assurance of the roadway by eliminating voids by which groundwater is flowing;

WHEREAS, sewer lining serves to cap the main at inactive laterals so that the laterals can be filled with grout without plugging the sewer;

WHEREAS, sewer lining serves to reduce inflow and infiltration (I & I) and reduce long-term maintenance by the Sewers Division;

WHEREAS, SAK Construction, Inc. will incur additional costs beyond the original contract due to these changes;

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

NOW, THEREFORE, BE IT MOVED by the Public Works Committee of the City of Davenport, Iowa: that the Change Order for quantity adjustment be approved.

Passed and approved this 28th day of September, 2016.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, Deputy City Clerk

City of Davenport
Public Works Department

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

CERTIFICATIONS

CITY ENGINEER _____ (Work is Required)

CIP MANAGEMENT ANALYST _____ (Funds are Available)

CHIEF OF CONSTRUCTION _____ (Work is Constructible)

PUBLIC WORKS DIRECTOR _____ (Approval)

CONTRACTOR: SAK Construction LLC
CONTRACTING COMPANY: SAK Construction LLC
ADDRESS: 864 Hoff Road; O'Fallon, Missouri 63366

PROJECT TITLE: FY 2017 Sanitary Sewer Lining Program (Bid 16-79)
CHANGE ORDER #2
CIP # 30021;ORG # ; OBJECT #530350

CHANGE ORDER DESCRIPTION:
Engineering staff has evaluated options to fill inactive sanitary laterals beneath the roadway during the Brady Street Project. If targeted sections of the sanitary main can be lined, the contractor can fill the laterals with cement grout from a location in the right of way that is located behind the curb. This option eliminates excavation/removal of pavement to remove existing inactive laterals.

Brady Street:

3109 Lineal Feet of CIPP Sanitary Sewer Lining 18" @ $49.25/LF = $153,118.25

- MH RO-82-6 to MH RO-82-7 (399 L.F.)
- MH RO-82-12 to MH RO-82-13 (402 L.F.)
- MH RO-82-17 to MH RO-82-18 (308 L.F.)
- MH RO-82-6 to MH RO-82-5 (410 L.F.)
- MH RO-82-5 to MH RO-82-4 (390 L.F.)
- MH RO-82-4 to MH RO-82-3 (401 L.F.)
- MH RO-82-3 to MH RO-82-2 (396 L.F.)
- MH RO-82-2 to MH RO-82-1 (403 L.F.)

16 Insignia End Seal Kit 18" @ $250.00 Each = $ 4000.00

$ 157,118.25

Cost: $157,118.25
Working Days Adjustment: None

There are sufficient available funds in this CIP program to cover the costs of the additional work.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 1,347,568.75
Previous Change Orders	$ 183,923.25
This Change Order	$ 157,118.25
Amended Contract Amount:	$ 1,688,610.25

City of Davenport
Public Works Department

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

Recommend/Approved: _____ Date: _____
(Up to $5,000) Project Manager

Recommend/Approved: _____ Date: _____
Contractor

Recommend/Approved: _____ Date: _____
(Up to $15,000) Brian Schadt, P.E., Deputy Director of
Public Works - City Engineer

Recommend/Approved: _____ Date: _____
(Up to $25,000) Corri Spiegel, City Administrator

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

Required: Green Sheet Motion to Approve Council Meeting Date: _____

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

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Clay Merritt; (563)888-3055
Wards: 4

Action / Date
PW9/28/2016

Subject:
Resolution approving change order number 1 to the Civic Access Program with McDermott Concrete, LLC. in the amount of $241,203 budgeted in CIP #28014. [Ward 4]

Recommendation:
Approve the motion.

Relationship to Goals:
Welcoming Neighborhoods

Background:
The Washington Street corridor was selected as the pilot project for the Urban Revitalization Program. This change order will provide an improved pedestrian transportation throughout the corridor as ADA ramps and sidewalks are repaired and upgraded.

The source of funding for this Change Order is through CIP #28014 ($200,000) and Urban Revitalization Program ($41,203).

SUMMARY OF CONTRACT AMOUNT	
Original Contract	$279,791
Previous Change Orders	0
This Change Order	$241,203
Amended Contract Amount	$520,994

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW_RES pg2
🗋	Cover Memo	Change Order Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/16/2016 - 2:50 PM
Public Works Committee	Lechvar, Gina	Approved	9/16/2016 - 2:50 PM
City Clerk	Holecek, Jackie	Approved	9/16/2016 - 3:20 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLUTION approving change order number 1 to the Civic Access Program with McDermott Concrete, LLC. in the amount of $241,203 budgeted in CIP #28014.

WHEREAS, the City of Davenport entered into a contract with McDermott Concrete, LLC for the Civic Access Program; and

WHEREAS, changes to the project plans have become necessary; and

WHEREAS, the contractor will incur additional costs beyond his original bid due to these changes; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order #1 in the total amount of $241,203 for the Civic Access Program is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 28th day of September, 2016.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, Deputy City Clerk

City of Davenport
Public Works Department

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

CERTIFICATIONS

CITY ENGINEER _____
(Work is Required)

CIP MANAGEMENT ANALYST _____
(Funds are Available)

CONSTRUCTION MGR _____
(Work is Constructible)

PUBLIC WORKS DIRECTOR _____
(Approval)

CONTRACTOR: McDermott Concrete, LLC
ADDRESS: 415 N. Neisse St; Suite 1, Blue Grass, IA

PROJECT TITLE: **Civic Access/ADA Sidewalk Program**

Description to Contractor
McDermott Concrete is providing additional services at agreed upon prices for work to be performed in the Washington Street corridor as part of the Urban Revitalization Program.

CHANGE ORDER DESCRIPTION:
1. The change of scope involves additional time and materials for work on the Washington Street corridor.

Cost: 241,203
Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$	279,791.00
Previous Additions to Contract	$	0.00
This Change Order	$	241,203.00
Amended Contract Amount:	$	520,994.00

Recommend/Approved:_____ Date:_____
(Up to $5,000) Project Manager

Recommend/Approved:_____ Date:_____
Contractor

Recommend/Approved:_____ Date:_____
(Up to $15,000) Nicole Gleason, Assistant Public Works Director

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

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

Required: Green Sheet Motion to Approve Council Meeting Date: _____

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

Required: Green Sheet Resolution to Approve Council Meeting Date: _____

City of Davenport

Agenda Group: Public Works **Action / Date**
Department: Public Works **PW**
Contact Info: Jim Benge; (563) 327-5141
Wards: 6

Subject:
Resolution approving Change Order number 2 to Valley Construction Company in the amount not-to-exceed $100,000.00 for the Veteran's Memorial Parkway Paving Project from Utica Ridge Road to the west tie-in to the new I-74 crossover bridge, CIP #10556. [Ward 6]

Recommendation:
Pass the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
This change order approves the amount to be added to the contract for excess soil removal from the site in the approximate amount of 12,000 cubic yards. This work is to be performed by "force account" where all labor, equipment, subcontract and other associated costs for performing said work are to be verified and confirmed with daily documentation. Work involves the soil to be excavated, hauled, dumped, spread and leveled.

This is a project is being managed by the City of Davenport and is partially funded by a Federal Surface Transportation Program grant. Federal aid will reimburse the City for up to 80% of the eligible costs. The project is funded through CIP #10556.

This change order approves the additional contract amount to be used for construction installation services requested and to be performed by the Valley Construction Company.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 6,028,173.36
Previous Change Orders #1	$ 5,664.89
Change Order #2	$ 100,000.00
Amended Contract Amount:	$ 6,133,838.25

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/16/2016 - 2:59 PM
Public Works Committee	Lechvar, Gina	Approved	9/16/2016 - 2:59 PM
City Clerk	Holecek, Jackie	Approved	9/16/2016 - 3:20 PM

Resolution No._____

RESOLUTION offered by Alderman Ambrose

RESOLUTION approving Change Order number 2 to Valley Construction Company in the amount not-to-exceed $100,000.00 for the Veteran's Memorial Parkway Paving Project from Utica Ridge Road to the west tie-in to the new I-74 crossover bridge, CIP #10556.

WHEREAS, the City of Davenport entered into a contract with Valley Construction Company for the Veterans Memorial Parkway; and

WHEREAS, changes to the project plans have become necessary; and

WHEREAS, the contractor will incur additional costs beyond his original bid due to these changes; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order #2 in the total amount of $100,000.00 for the Veterans Memorial Parkway Utica Ridge Road to I-74 is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 28th day of September, 2016.

Approved:

_____
Frank Klipsch, Mayor

Attest:

_____
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Finance
Contact Info: Brian Krup; (563) 326-7703
Wards: All

Action / Date
PW9/21/2016

Subject:
Resolution assessing the cost of boarding up buildings at various lots and tracts of real estate. [All Wards]

Recommendation:
Consider the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
The buildings were boarded up at the following locations and billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

Type	Description
Cover Memo	PW RES - BOARD UP BUILDING

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/14/2016 - 4:10 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 4:10 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 4:25 PM

Resolution No._____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of boarding up building at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of boarding up building on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, MMC, Deputy City Clerk

Board Up Building Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000064673	FOUR SEASONS PROPERTY PRESER	H0056-58	80008210	**494.85**
000009388	THOMPSON, CHARLES E	F0050-37	80008325	**92.95**
000054545	CLARALEE BERRYMAN	H0064-37	80008388	**393.60**
000056047	JACKSON, CONSTANCE ANN	H0049-07	80008392	**92.95**
300211187	BLACKHAWK FOUNDRY	J0037-40A	80008495	**92.95**

Number of Accounts to Levy **5** **Total Balance Outstanding:** **$1,167.30**

City of Davenport

Agenda Group: Public Works
Department: Finance
Contact Info: Brian Krup; (563) 326-7703
Wards: All

Action / Date
PW9/21/2016

Subject:
Resolution assessing the cost of brush and debris removal at various lots and tracts of real estate. [All Wards]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
The brush and debris was removed at the following locations and were billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	PW RES - BRUSH & DEBRIS

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/14/2016 - 4:18 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 4:18 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 4:25 PM

Resolution No._____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of brush and debris removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of brush and debris removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, MMC, Deputy City Clerk

Brush and Debris Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000002441	BROWN, MARK	F0003-42	80007943	**55.00**
000004462	WEBSTER PROPERTIES LLC	F0016-34	80007945	**178.00**
000043406	REGIONAL REO ASSETS LLC	F0032-33	80007964	**153.25**
000058221	NATHAN VALENTINE	H0010-07	80007986	**153.25**
000060474	REBARSTATE LLC	H0052-01	80007988	**153.25**
000060782	FLORIDA BOUND LLC	J0009-03	80007992	**211.00**
000061901	ARGENTUM PROPERTIES LLC	G0005-11	80007994	**161.50**
000062675	MAYERS, ROBERT F	I0005D17	80007998	**187.25**
000064673	FOUR SEASONS PROPERTY PRESER	H0056-58	80008000	**74.50**
120176612	SECRETARY OF HOUSING & URBAN	J0007-11	80008026	**169.75**
120198726	MCDEVITT, THOMAS E	H0004-43	80008032	**161.50**
120247594	PEACOCK, GREGORY A	F0032-31	80008042	**158.00**
300208801	ALLEN, JOSH	O1601C27B	80008062	**125.86**
300213130	CRABTREE, HEATHER	A0036-21	80008066	**161.25**
300216744	SPINLER, CLAYTON	O2107A12	80008074	**161.50**
300223463	FLEMMING, DANIEL	F0009-19	80008078	**153.00**
300231050	GARVIN, JESSE D	W0317-02	80008083	**230.25**
300235360	MCFADDEN, CARLA	F0051-50	80008089	**323.50**
300238214	WATERS, CHRISTOPHER	G0005-08	80008095	**154.50**
300239264	PHOMMINVONG, UDOM	K0006-46	80008100	**194.25**
300239607	MEISENBURG, DENNIS	H0064-48	80008102	**85.25**
300253454	BRAVO PROPERTIES LLC	K0016-09	80008106	**177.00**
300258492	MAD VENTURES	F0012-29	80008113	**153.25**
810002485	MANDELL TIMOTHY R	D0062-01	80008148	**153.00**
810003498	S & H RENAL PROPERTIES	F0019-40	80008151	**266.25**
000013657	WEINDRUCH MEADE INC	R0413-32	80008160	**153.25**
300022776	CARPENTER, BARBARA	G0020-14	80008257	**161.25**
300196490	GOMEZ, ESTEBAN	J0007-18	80008276	**169.25**
800002081	MEADOW BUILDERS INC	Y0639-08F	80008283	**186.25**
400001301	NGUYEN INC	J0024-07	80008307	**164.00**
000043681	MINASIAN REI LLC	G0006-33	80008364	**169.50**
000054422	WALDRIP, SHILO	K0006-36	80008386	**153.25**
000066335	MMTL INVESTMENTS LLC	F0063-10	80008417	**83.00**
000150058	COMPLETE COMFORT PROPERTIES I	G0011-23	80008436	**169.75**
300029974	KOBRIGER, VIOLA	W0315-04	80008457	**231.25**

300198385	GEEST, DIETER E	G0017-14	80008482	**177.00**
300213351	MCGILL, CASEY	J0024-23	80008499	**166.50**
300258450	RICE, JULIE	R0524-12	80008529	**236.75**
300261190	FARRAJ, RAMADAN A	H0059-18A	80008536	**161.50**
300261766	BLUE DOT DEVELOPMENT LLC	K0007-31	80008538	**161.50**
300263177	MAD VENTURES	F0019-06	80008542	**153.25**

Number of Accounts to Levy **41** **Total Balance Outstanding:** **$6,852.36**

City of Davenport

Agenda Group: Public Works
Department: Finance
Contact Info: Brian Krup; (563) 326-7703
Wards: All

Action / Date
PW9/21/2016

Subject:
Resolution assessing the cost of repairing sewer lateral at various lots and tracts of real estate. [All Wards]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
The sewer laterals at the following locations were replaced and billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

Type	Description
Cover Memo	PW RES - REPAIR SEWER LATERAL

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/14/2016 - 4:19 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 4:19 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 4:25 PM

Resolution No._____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of repairing sewer lateral at various locations.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of repairing sewer lateral on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, MMC, Deputy City Clerk

Repair Sewer Lateral Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000068855	BEH, TAMARA	F0020-05	01311586	**500.00**
300022823	TONEY, MARLENE	G0013-05	01311652	**500.00**

Number of Accounts to Levy **2** **Total Balance Outstanding:** **$1,000.00**

City of Davenport

Agenda Group: Public Works
Department: Finance
Contact Info: Brian Krup; (563) 326-7703
Wards: All

Action / Date
PW9/21/2016

Subject:
Resolution assessing the cost of weed cuttings at various lots and tracts of real estate. [All Wards]

Recommendation:
Approve the resolution.

Relationship to Goals:
Enhance Quality of Life

Background:
The weeds were cut at various lots and tracts of real estate and were billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	PW RES - WEED CUTTING

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/14/2016 - 4:21 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 4:21 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 4:25 PM

Resolution No._____

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of weed cutting at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of weed cutting on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed $500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds $500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved: Attest:

_____ _____

Frank Klipsch, Mayor Jackie E. Holecek, MMC, Deputy City Clerk

Weed Cutting Invoices for Levy

CUST ACCT	NAME	PARCELID	INVOICE	BALANCE
000043252	FRANKLIN, BRYAN S	I0057-06	01303694	**216.00**
000050376	HOLST PAUL	C0056-16	80007968	**125.00**
000053216	TRAN, DUNG	X0251B05	80007972	**125.00**
000053586	LATISHA TURNER	F0021-27	80007974	**125.00**
000053617	GRAVES, JOHN K	F0052-20	80007976	**125.00**
000054422	WALDRIP, SHILO	K0006-36	80007980	**125.00**
000056850	MCBRIDE & CONNORS PROPERTIES I	H0057-11	80007983	**125.00**
000060474	REBARSTATE LLC	H0052-01	80007990	**125.00**
000062271	VANESSA TATUM	G0035-23	80007996	**125.00**
000067583	KREUSEL, KORY	F0032-04	80008004	**125.00**
000068850	D6 DEVELOPMENT	N1810-06	80008011	**300.00**
000150516	MAY, THIRI	G0014-38	80008014	**125.00**
120137861	TOOLATE, AILEMA	H0037-08	80008020	**125.00**
120165410	THOMAS, STACEY L	E0017-28	80008022	**125.00**
120187947	TROXEL, GLENDA JEANNE	H0045-19	80008028	**125.00**
120223808	MCDOWELL, MICHELE L	K0018-22	80008036	**125.00**
120225079	STEUERWALD, JARED	F0052-55	80008038	**125.00**
120233698	OLKA, BARBARA A	G0012-31	80008040	**125.00**
300009912	HOECK, ARTHUR B	K0012-04	80008044	**125.00**
300012154	THOMPSON, JOHN B	C0037-22	80008046	**125.00**
300026777	DENKLAU, EDWARD A	V0651-16	80008050	**125.00**
300026777	DENKLAU, EDWARD A	V0703-19	80008052	**125.00**
300032789	MASON, THOMAS	E0018-21	80008054	**125.00**
300169123	PEARSON, SCOTT	M1505-09J	80008058	**125.00**
300204105	ROBERTSON, RONDA S	A0053-18	80008060	**125.00**
300208801	ALLEN, JOSH	O1601C27B	80008064	**125.00**
300213351	MCGILL, CASEY	J0024-23	80008068	**125.00**
300218203	VO, KHAI	S2921B07	80008076	**125.00**
300229459	LINENBERGER, RUTH	W0318-10	80008081	**125.00**
300231116	HALL, KATHRYN R	F0037-17	80008085	**125.00**
300235896	RICHARDSON, HEATHER	O2104C32	80008091	**125.00**
300239148	ARNOLD, SHANE	O2110D31	80008098	**125.00**

300253989	BROUWER, LAURA J	G0041-30	80008108	**125.00**
300262641	WHITWORTH, NATHAN M	A0061-28	80008116	**125.00**
300264181	LACY, ELIZABETH	H0064-37	80008120	**125.00**
400000122	LE, HOA THI	X0249-36A	80008125	**125.00**
400001469	MORELAND, KEN	H0064-39	80008135	**125.00**
400004310	VUONG, ALEX	G0011-35	80008138	**125.00**
000005946	MCCALL, RICHARD	S2921B10	80008154	**125.00**
000007456	FITCH, JOHN DANIEL	C0063-19	80008156	**125.00**
000012667	HALLMAN, HAZIE M	F0031-38	80008158	**125.00**
000014230	QC RENTAL PROPS LLC	H0023-46	80008165	**125.00**
000068868	HAMMOTHE, BRANDON P	H0049-14	80008167	**125.00**
000017316	LAI, KY	O1639B40	80008170	**125.00**
000019818	MAY, THIRI	H0054-01	80008172	**125.00**
000020389	WENGATE PROPERTIES LLC	H0053-51	80008174	**125.00**
000024585	RALEY, DAN O	G0021-32	80008176	**125.00**
000028137	POSTON, CHARLES SAMUEL	E0032-10	80008178	**125.00**
000036693	MEIER, HELEN	J0037-24	80008183	**125.00**
000039497	DOBBINS, SUSAN K	H0056-56	80008185	**125.00**
000043220	GRACE ASSETS LLC	H0049-10	80008187	**125.00**
000048056	HILDEBRANT, ROGER	H0053-47	80008190	**125.00**
000050011	STEVE WINTER	J0005-20	80008192	**125.00**
000052052	FIRST FINANCIAL GROUP	P1115B33	80008199	**125.00**
000064673	FOUR SEASONS PROPERTY PRESER	H0056-58	80008208	**125.00**
000067806	SCOTT HOWIE	G0019-31	80008216	**125.00**
000068866	GANT, KEVIN	H0049-12	80008220	**125.00**
000151057	HICKMAN, ALBERTA	F0037-07	80008228	**125.00**
000152013	LONGSHORE, KATHLEEN A	F0017-03	80008231	**125.00**
000152013	LONGSHORE, KATHLEEN A	F0017-04	80008233	**125.00**
120091704	TEEL, MARY M	G0021-12	80008235	**125.00**
120202197	MORELAND, KENNETH C	H0064-02	80008238	**125.00**
120211282	RPS PROPERTIES LLC	H0056-55	80008240	**125.00**
120214048	WYATT FOUNDATION INC	H0022-08	80008244	**175.00**
120225814	SMITH, MICHAEL J	J0037-27	80008248	**125.00**
120233698	OLKA, BARBARA A	G0012-31	80008253	**125.00**
120247594	PEACOCK, GREGORY A	F0032-31	80008255	**125.00**
300100191	MILLS, RICHARD	J0026-23	80008260	**125.00**
300109137	MORGAN, DEBRA L	F0018-13	80008262	**125.00**
300122379	CONKLIN, VIVIAN	K0033-06A	80008264	**125.00**
000060220	ALDERSHOF, AUSTIN	F0026-33	80008268	**125.00**
300185230	MORGAN, JESSICA	C0048-06	80008274	**125.00**
300197643	HELKENN, CHRISTY	W0302-24	80008278	**125.00**

120176612	SECRETARY OF HOUSING & URBAN	H0056-24	80008280	**125.00**
300231050	GARVIN, JESSE D	W0317-02	80008287	**125.00**
300239918	STELK, CHARLES	C0017-19	80008291	**125.00**
300250612	BEYSTER, CYNDI	P1313D34	80008295	**125.00**
300262753	COOK, RYAN	J0024-46	80008297	**125.00**
800002184	JONES, MARK W	31705-35	80008316	**125.00**
000009388	THOMPSON, CHARLES E	F0050-37	80008323	**125.00**
000014094	FRANDSEN, ROY A	F0011-09	80008334	**125.00**
000016036	DIEFENBACH, JEFFREY E	J0018-22	80008342	**125.00**
000024622	SCHILD, TERRY A	E0016-26	80008346	**125.00**
000026588	COLLISON, MATTHEW C	H0048-26	80008348	**125.00**
000043240	COTTAGES LLC	M1049-03E	80008356	**125.00**
000043240	COTTAGES LLC	M1049-04E	80008358	**125.00**
000043240	COTTAGES LLC	M1049-05E	80008360	**125.00**
000043240	COTTAGES LLC	M1049-19E	80008362	**125.00**
000043771	YORK, GARY II	H0051-11	80008366	**125.00**
000047634	3V LLC	B0064-39	80008368	**125.00**
000047918	AURELIO, ELIAH	G0020-20	80008370	**125.00**
000049582	GOF LLC	K0007-38	80008374	**125.00**
000051232	C & C ASSETS LLC	G0008-04	80008377	**125.00**
000053025	JEAN FROEHLICH	H0003-22	80008380	**125.00**
000054227	GODFREY, ELISAMA	G0050-39	80008384	**125.00**
000055669	KONDAUR CAPITAL CORPORATION	G0019-20	80008390	**125.00**
000056721	CAHILL, JAMES T	G0036-18	80008394	**125.00**
000058221	NATHAN VALENTINE	H0010-07	80008397	**125.00**
000058941	JASON SHIPPEE	P1115B16	80008399	**125.00**
000059747	WAGNER, ANDREW CHRISTOPHER	W1019C18	80008401	**125.00**
000061015	ARGENTUM PROPERTIES	G0005-02	80008403	**125.00**
000062231	CARLY HYLAND	C0002-43	80008406	**125.00**
000063456	JORDAN ORCUTT	I0057-20	80008412	**125.00**
000068294	THOMPSON, LINDA	J0038-08	80008419	**125.00**
000068401	GUARDIAN TAX PARTNERS INC	H0048-24	80008421	**125.00**
000068414	BLOOMINGDALE, BROOKE E	B0004-26	80008423	**125.00**
000068810	NOTTINGATE LLC	Y0633-16A	80008427	**125.00**
000068921	CASPERS, CHRISTOPHER	Y0649-01B	80008429	**125.00**
120214048	WYATT FOUNDATION INC	H0022-08	80008446	**125.00**
120233698	OLKA, BARBARA A	G0012-31	80008449	**125.00**
120237867	FINN-MCGEE, MICHELE L	W1001B17	80008451	**125.00**
300012435	PLATT, EMERSON O	J0063-08	80008453	**125.00**
300026265	FRITZ, ROBERT A	M1502-15	80008455	**125.00**
300059193	SMITH, JEREMIAH	E0016-14	80008461	**125.00**

300120624	ALCALA, MARK	G0051-30	80008465	**125.00**
300123022	BINGHAM, JAMES	H0045-07	80008467	**125.00**
300141740	COHEN, JACK	F0021-07	80008471	**125.00**
300158462	WESTMORELAND, CRYSTAL	B0010-13	80008473	**125.00**
300179246	SUNDERBRUCH, JOHN	G0015-04	80008477	**125.00**
300198288	LAKE, SALLY M	S2921B25	80008480	**125.00**
300199172	LEDGER, JASON M	G0014-25	80008484	**125.00**
300200878	HAWLEY, WALTER C	J0036-10	80008486	**125.00**
300204105	ROBERTSON, RONDA S	A0053-18	80008489	**125.00**
300207830	BARNDS, WILLIAM K	Y0649-07A	80008491	**125.00**
300208801	ALLEN, JOSH	O1601C27B	80008493	**125.00**
300212750	MILLSAP, GREGGORY M	E0038-15	80008497	**125.00**
300213351	MCGILL, CASEY	J0024-23	80008501	**125.00**
300216020	HARRAH, GAIL	O2110D29	80008509	**125.00**
300218191	MCVEY, BRIAN	T2037D12	80008512	**125.00**
300222994	BERBERICH, TIM	31845-17A	80008514	**125.00**
300226305	BROWNSON, MIKE	I0006C09	80008516	**125.00**
300235332	KINNAIRD, DANIEL	G0036-15	80008519	**125.00**
300259554	DVORAK, SHANA	A0049-41	80008531	**125.00**
300262641	WHITWORTH, NATHAN M	A0061-28	80008540	**125.00**
300263604	SLAWINSKI, MISTY	M1051-41B	80008544	**125.00**
400004274	MURPHY, HELEN	F0024-08	80008561	**125.00**
810001298	GARDENWOOD GROUP LP	C0050-10	80008568	**125.00**
810003644	SEAN R SHEPHERD	I0054-20	80008574	**125.00**

Number of Accounts to Levy **138** **Total Balance Outstanding:** **$17,566.00**

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Jim Benge; (563)327-5141
Wards: 6

Action / Date
PW9/21/2016

Subject:
Motion approving Change Order number 4 to McCarthy Improvement in the amount of $31,270.17 for the Forest Grove Road Paving Project from Utica Ridge Road to the east corporate limits, CIP #01145. [Ward 6]

Recommendation:
Pass the Motion.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
Unsuitable soils were encountered at an existing drainage / creek bed where two new structures were to be constructed and placed. Removal of the soil was required and additional cost were incurred.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 5,544,773.14
Previous Change Orders	127,177.57
Change Order #4	31,270.17
Amended Contract Amount:	$ 5,703,220.88

ATTACHMENTS:

Type	Description
Backup Material	PW_CHANGE#4_STP-U-1827(665)--70-82_CIP-01145

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	9/15/2016 - 11:50 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 11:50 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 12:04 PM

Form 830240wd
7/06

Iowa Department of Transportation

Change Order

	Part	Non-Part
Non-Substantial:	☒	☐
Substantial:	☐	☐

No. 4

Concurrence Date

Contract Accounting ID No.: 33030

County Scott

Project No: STP-U-1827(665)—70-82

Kind of Work: PCC Pavement – Grade/Replace

Date Prepared: 08/26/16

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

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made or extra work to be done

7008 Increase quantity of item "Excavation Class 10, Unsuitable or Unstable Matl", Contract Line Item #0040, Estimate Line Item Code #4 – 2102-2710080.

7009 Increase quantity of item "Special Backfill" material, Contract Line Item #0020, Estimate Line Item Code #2 – 2102-0425071.

8005 Add item for "Macadam Stone" rock sub base to be used for stabilization under the two (2) concrete Box Culverts - constructed at Station 214+47.07 - 6' x 6' x 210' and Station 243+59.95 - 8' x 10' x 138'. Materials shall meet Standard Specification 4122, Gradation 13. Place material per Standard Specification 2102.03,D.,3.,c. Method of Measurement: Cubic Yards as measured. Basis of Payment: Contract Unit Price per Cubic Yard. The unit price includes all labor, materials, and equipment needed to perform the placement of said stabilization rock/work.

8006 Add item for "Floodable Backfill" to be used for backfill at the 8' x 10' x 138' box culvert located at Station 243+59.95. Perform work per Supplemental Specification SS-15003 (attached) and Standard Road Plan DR-111.

The effect on contract time cannot be determined at this time. The above changes may require adding additional working days as working days will be charged when the extra work is performed if the extra work is the controlling operation of work when it is performed. The actual time needed to perform the extra work will be added to the contract by a subsequent change order if the extra work is the controlling operation of work when it is performed.

B – Reason for change or extra work:

7008

Increase in excavation CL10, unsuitable or unstable material for placement of the rock stabilization under the two (2) box culverts. (see 7009 and 7010 for more information). Additional width, beyond the size of the RCB, was excavated to allow room for form work and personnel, and additional length was necessary to cover the area of the wings. Unit cost is $11.90/CY with approximate quantity for both box culverts at nominal 12" and 18" depths equals 321.52 CY (203.00 CY + 118.52 CY). Note that total quantity for line item #4 increases from 2,630 CY to 2,951.52 CY with this change order.

7009

Existing ground conditions/existing Utica Creek/field creek bed(s) for placement area of the cast in place concrete box culverts were excessively wet and required rock stabilization before the concrete form work operations could begin. This rock is the top course on top of the Macadam Stone (see 8005). Excavation for this rock stabilization is accounted for in the above item 7008. Unit cost for this item is $50.50/CY with approximate quantity for both box culverts at nominal 6" and 9" depths equals 160.76 CY (101.50 CY + 59.26 CY). Note that total quantity for line item #2 increases from 284.1 CY to 444.86 CY with this change order.

8005

Existing ground conditions/existing Utica Creek/field creek bed(s) for placement area of the cast in place concrete box culverts were excessively wet and required stabilization before the concrete form work operations could begin. The MACADAM rock is the bottom base rock on the unstable subgrade. Unit cost is $60.00/CY with approximate quantity for both box culverts at nominal 6" and 9" depths equals 160.76 CY (101.50 CY + 59.26 CY).

8006

The City directed to use "Floodable Backfill" at the 8' x 10' x 138' box culvert located at Station 243+59.95. This was previously reviewed during the project preconstruction conference as an acceptable method of backfill at the box culvert. Unit cost is $61.50/CY with approximate quantity for the box culvert at the nominal 5' depth is approximately 157.4 CY.

Approved _____ _____
District Local Systems Engineer — Date

_____ 8/29/16
Project Engineer — Date

Receipt is acknowledged of this change or extra work and terms of settlement are hereby agreed to.

Approved contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

McCarthy Improvement Co. & Affil. DBA McCarthy Improvement Co.
Contractor

By _____ 8-30-16
Date

Date

For the Division Administrator
Federal Highway Administration

Approved _____
Assistant Construction Engineer

Date

Accounting ID No. | 3 | 3 | 0 | 3 | 0 | | (1 2 3 4 5 6)

C-1 –Settlement for cost of work to be made as follows:

Change Order No. 4

7008 – Contract Unit Price
7009 – Contract Unit Price
8005 – Agreed Unit Price
8006 – Agreed Unit Price

C-2 – Justification for cost(s)

8005- The agreed unit price of $60.00/CY and which translates and/or equates to the $39.50/Ton. The MACADAM rock is 3" stone/gradation 13 that is placed smaller in quantities and in remote/difficult locations for this stabilization under the box culvert areas then compared to the areas of the special backfill that is $50.50/CY. This unit costs is then equal to or comparable in costs to the established contract unit rate for "Revetment, Class E" at $40.50/Ton.

8006- The agreed unit price of $61.50/CY. This pricing was reviewed and determined as acceptable when looking at the Contractor's cost breakdown dated 8/16/16 and location involved with the "floodable backfill" at the 8'x10' box culvert. The unit cost is also within the range of prices noted in the August 2015 thru July 2016 IDOT Summary of Awarded Contract Prices.

D – ITEMS INCLUDED IN CONTRACT

Change No.	Line Item Number	Unit Price .xxx	If Credit Add "CR" Quantity .xxx	Amount .xx
7008	0040 Excavation Class 10, Unsuitable or Unstable Matl	$11.900	321.520	$3,826.09
7009	0020 Special Backfill	$50.500	160.760	$8,118.38
			TOTAL	$11,944.47

E – ITEMS NOT INCLUDED IN CONTRACT

Change No.	Item Description	Item Number	Function Code	Unit Price .xxx	If Credit, Add "CR" Quantity .xxx	Amount .xx
8005	Macadam Stone	2599-9999003		$60.000	160.760	$9,645.60
8006	Floodable Backfill	2402-0425040		$61.500	157.400	$9,680.10
					TOTAL	$19,325.70

SS-15003
(New)

SUPPLEMENTAL SPECIFICATIONS
FOR
BACKFILLING AND COMPACTION OF PIPE AND REINFORCED BOX CULVERTS BY FLOODING

Effective Date
October 20, 2015

THE STANDARD SPECIFICATIONS, SERIES 2015, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SUPPLEMENTAL SPECIFICATIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

15003.01 DESCRIPTION.

This specification describes backfill and compaction requirements for culverts using flooding. Apply Sections 2402, 2415, 2416, and 2417 of the Standard Specifications unless modified by this specification.

15003.02 MATERIALS.

A. Use floodable backfill material meeting the requirements of Section 4134 of the Standard Specifications.

B. When required, use porous backfill material meeting the requirements of Section 4131 of the Standard Specifications.

C. When shown in the contract documents, use perforated subdrain meeting requirements of Section 4143 of the Standard Specifications.

15003.03 CONSTRUCTION.

A. When backfilling and compaction by flooding is required, backfill may be placed in lifts up to 2 feet thick. Place backfill simultaneously on both sides of culvert. Determine if pipe culverts need to be restrained and take appropriate actions to prevent floating of culverts during backfilling, flooding, and compaction.

B. Begin surface flooding for each lift at the inlet end of the culvert and progress to the outlet. To ensure uniform surface flooding and adequate compaction, fan-spray water in successive 6 to 8 foot increments using a 2 inch diameter hose for three minutes within each increment. Run hose fully, but with water pressure low enough to avoid eroding cohesive soil plugs.

C. After flooding, evaluate effectiveness of compaction with a vibratory pan compactor. If pan compactor produces visible compaction, repeat flooding process until pan compactor produces no visible compaction.

15003.04 METHOD OF MEASUREMENT.
Quantity of Flooded Backfill, in cubic yards, will be the quantity shown in the contract documents, including pipe culverts installed by fill installation. Quantity measured for payment will not be adjusted unless the quantity of culvert installed is adjusted.

15003.05 BASIS OF PAYMENT.
Contractor will be paid contract unit price for Flooded Backfill per cubic yard. Backfill material, subdrains, restraining culverts against floating, and water required for flooding will not be measured separately for payment, but will be considered incidental to the contract unit price bid for Flooded Backfill.

City of Davenport

Agenda Group: Public Works
Department: Public Works/Engineering
Contact Info: Sandy Doran; (563) 326-7756
Wards: 5

Action / Date
PW9/21/2016

Subject:
Motion awarding the bid for the 14th District Sanitary Sewer Replacement to Miller Trucking & Excavating of Silvis IL, in the amount of $68,860. [Ward 5]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued by the Purchasing Division on August 9, 2016 and sent to 315 vendors. On September 7, 2016, the Purchasing Division opened and read four responsive and responsible bids.

This work is to replace the sanitary sewer in the 14th district between Pershing Court and E Pleasant Street.

Miller Trucking and Excavating was the lowest responsive and responsible bidder. See bid tab attached.

Funding from this project is from the FY17 CIP account 71541694 530350 30030, with a current balance of $200,000. These funds are from the sale of GO bonds.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab - 14th District Sanitary Sewer

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Keller, Kristi	Approved	9/14/2016 - 1:24 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 14TH DISTRICT SANITARY SEWER PROJECT

BID NUMBER: 17-14

OPENING DATE: SEPTEMBER 7, 2016

ACCOUNT: 71541694 530350 30030

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

VENDOR NAME	BID AMOUNT W/TRADE
Miller Trucking & Excavating of Silvis IL	**$68,860**
Langman Construction Inc. of Rock Island IL	$94,640
Brandt Construction Co of Milan IL	$94,912.50
Valley Construction Company of Rock Island IL	$116,020

Prepared By Kristi Keller 9/12/16
Purchasing Date

Approved By Nicole McCaster 9-12-16
Department Director Date

Approved By Brandi Cox 9-12-16
Budget/CIP Date

Approved By [signature] 9-13-2016
Finance Director Date

City of Davenport

Agenda Group: Public Works
Department: Public Works/Engineering
Contact Info: Sandy Doran; (563) 326-7756
Wards: 5

Action / Date
PW9/21/2016

Subject:
Motion awarding the bid for the 14th District Sewer Crossover to Valley Construction Company of Rock Island IL, in the amount of $925,525.50. [Ward 5]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued on August 16, 2016 and sent to 255 contractors. On September 13, 2016, the Purchasing Division opened and read six responsible and responsive bids.

This project is intended to reduce sewer back-up in the 14th District Sewer Basin by constructing a bypass connection between the 14th District Sewer Basin and the Duck Creek South Sewer Basin.

The lowest responsive and responsible bidder was Valley Construction Company. A bid tab is attached.

Funding is from the FY17 CIP project #00165. Account 71680696 530350 00165 with an available budget of $696,173.49 and account 71680697 530350 00165 with an available balance of $750,000. These funds are from the sale of GO bonds.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab - 14th District Sewer Crossover

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/14/2016 - 4:48 PM
Public Works Committee	Lechvar, Gina	Approved	9/14/2016 - 4:48 PM
City Clerk	Holecek, Jackie	Approved	9/14/2016 - 4:55 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 14th DISTRICT SEWER CROSSOVER

BID NUMBER: 17-19

OPENING DATE: SEPTEMBER 13, 2016

ACCOUNT: 71680696 530350 00165 AND 71680697 530350 00165

RECOMMENDATION: AWARD THE CONTRACT TO VALLEY CONSTRUCTION COMPANY OF ROCK ISLAND IL

VENDOR NAME	BID AMOUNT W/TRADE
Valley Construction Company of Rock Island, IL	**$925,525.50**
Needham Excavating Inc of Walcott, IA	$929,601.50
Langman Construction Inc. of Rock Island, IL	$983,813.70
Miller Trucking & Excavating of Silvis IL	$1,068,199.50
Brandt Construction Co. of Milan, IL	$1,157,982.65
McCarthy Improvement Company of Davenport	$1,160,973.50

Prepared By Kristi Keller 9-14-16
Purchasing Date

Approved By _____ 9/14/16
Department Director Date

Approved By Brandi Cooper 9-14-16
Budget/CIP Date

Approved By _____ 9-14-2016
Finance Director Date

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Thomas Vesalga; (563) 326-7783
Wards: 8

Action / Date
PW9/21/2016

Subject:
Motion accepting one grant offer of $20,000 and approval of the associated Grant Agreement between the City of Davenport and the Iowa Department of Transportation, Office of Aviation. Total project cost for the Harrison Street Security Fence Installation Project at the Davenport Municipal Airport is approximately $40,000 and budgeted in CIP #20007. [Ward 8]

Recommendation:
Approve the Motion

Relationship to Goals:
Welcome Investment

Background:
The Iowa Department of Transportation, Office of Aviation solicited municipal airports for airfield improvement grants. The Davenport Municipal Airport applied for state grant funding for the installation of a security fence at the airport as part of the renovation and expansion of the facility. This project is part of the FY2017-2022 Capital Improvement Program.

The Harrison Street Security Fence Installation Project will install a new security fence and personnel gate system located between 8970 and 8988 Harrison Street at the airport. The total project cost will be approximately $40,000 and the Airport was granted state funding of $20,000, 50% of the total project cost. The additional City match will come from FY2017 CIP # 20007.

ATTACHMENTS:

Type	Description
Backup Material	Harrison Street Security Fence Grant Offering

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/15/2016 - 10:58 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 10:58 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 11:04 AM

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN
www.iowadot.gov

Office of Aviation
800 Lincoln Way | Ames, Iowa 50010
Phone: 515-239-1691

August 23, 2016

Davenport Municipal Airport
Thomas Vesalga
1200 E 46th Street
Davenport, IA 52722

Dear Thomas:

Congratulations! The FY 2017 State Airport Development Program project you requested was approved for funding by the Iowa Transportation Commission on August 9, 2016. The Iowa DOT grant award is for 50% of eligible costs up to a maximum state share of $20000 for the following project: Harrison Street Security Fence Installation.

Enclosed are two copies of an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The authorized sponsor should sign both copies, return one copy to my office, and keep one copy for your file. You are authorized to begin your project after the sponsor signature is applied and one copy is mailed back to the Iowa DOT.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum dollar amount. Any engineering agreement more than $50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

The project must be under obligation within 12 months. Please note that only expenses incurred on or after the signature date on the agreement are eligible for reimbursement. Submit claims for reimbursement with copies of invoices, canceled checks or other

documentation that the bills have been paid. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any 'lost cents' up to the maximum grant amount. Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.

A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Office of Aviation Web site at http://www.iowadot.gov/aviation/managersandsponsors/forms.html.

If you have any questions regarding this information, please call me at 515-239-1048. Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Program Manager

Enclosures
cc: Stuart Anderson - Planning, Programming and Modal Division Director

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2017
Airport Improvement Program

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Davenport**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Davenport Municipal Airport** hereafter the "Airport."

Improvements shall consist of: **Harrison Street Security Fence Installation,** as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I170DVN100**
Contract number: **18547**

5.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.14 The Iowa DOT agrees to reimburse the SPONSOR **50%** of the eligible project costs, not to exceed the maximum amount payable of **$20000**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.15 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf)

- Competitive bid procedures for all projects greater than $130,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $72,000 and $130,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $50,000 and $130,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

2.16 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.17 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.39 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.40 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.41 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.42 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.43 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.44 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.45 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.46 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.47 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.48 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.49 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

(a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.

(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.

(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.

(d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

(e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.

(f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.

(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.

(h) Certify satisfactory completion of the Project by resolution or signed final acceptance form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, for a period

of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.07 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.

5.08 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.18 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.19 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.20 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.21 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically

agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.22 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this 23th day of August, 2016, on behalf of the Iowa Department of Transportation.

By: _____

Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

May 2012

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: http://dia.iowa.gov/page7.html

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102)

to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded

the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date of the contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(8) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes from TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

19. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: http://dia.iowa.gov/page7.html.

20. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

21. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

22. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

23. For construction contracts:

    a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

       http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

    b) Ensuring that the awarded contractor has and shall follow the contract provisions.

24. For consultant contracts:

    a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

    b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

10. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

11. Bidding proposals or RFPs noting established TSB goals, if any.

12. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION

For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

   If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

   If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain_____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s)_____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Thomas Vesalga; (563) 326-7783
Wards: 8

Action / Date
PW9/21/2016

Subject:
Motion accepting one grant offer in the amount of $32,500 and approval of the associated Grant Agreement between the City of Davenport and the Iowa Department of Transportation, Office of Aviation. Total project cost for the Rehabilitate Hangar 8990 Project at the Davenport Municipal Airport is approximately $65,000 budgeted in CIP #20006. [Ward 8]

Recommendation:
Approve the Motion

Relationship to Goals:
Welcome Investment

Background:
The Iowa Department of Transportation, Office of Aviation solicited municipal airports for airfield improvement grants. The Davenport Municipal Airport applied for state funding for the rehabilitation of hangar 8990 at the Airport as part of the renovation and expansion of the facility. This project is part of the FY2017-2022 Capital Improvement Program.

The project will rehabilitate hangar 8990 to extend its useful life. The total project cost will be approximately $65,000. The Airport was granted state funding of $32,500, 50% of the total project cost. The additional City match will come from FY2017 CIP # 20006.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Rehabilitate Hangar 8990 Grant Offering

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/15/2016 - 10:58 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 10:58 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 11:04 AM

IOWA DOT
SMARTER | SIMPLER | CUSTOMER DRIVEN
www.iowadot.gov

Office of Aviation
800 Lincoln Way | Ames, Iowa 50010
Phone: 515-239-1691

August 23, 2016

Davenport Municipal Airport
Thomas Vesalga
1200 E 46th Street
Davenport, IA 52722

Dear Thomas:

Congratulations! The FY 2017 General Aviation Vertical Infrastructure project you requested was approved for funding by the Iowa Transportation Commission on August 9, 2016. The Iowa DOT grant award is for 50% of eligible costs up to a maximum state share of $32500 for the following project: Rehabilitate Hangar 8990.

Enclosed are two copies of an agreement between the airport sponsor and the Iowa Department of Transportation (Iowa DOT). The authorized sponsor should sign both copies, return one copy to my office, and keep one copy for your file.

Please review the agreement noting your required responsibilities and assurances, required affirmative action, targeted small business and audit requirements. If you will be requesting reimbursement for engineering services, you will need to provide me with a copy of the agreement. The Iowa DOT recommends that your engineering agreements are either lump sum, or cost plus with fixed overhead rate and maximum allowed. Any engineering agreement more than $50,000 must have a pre-audit completed by the Iowa DOT. All engineering agreements that are paid with state funds are subject to a final audit. Please include state related nondiscrimination and targeted small business clauses in your agreements.

The project must be under obligation within 12 months. Please note that only expenses incurred on or after the signature date on the agreement are eligible for reimbursement. Submit claims for reimbursement with copies of invoices, canceled checks or other documentation that the bills have been paid. Reimbursement will be in whole dollars, rounding down; however, the final reimbursement request may include any 'lost cents' up to

the maximum grant amount. Reimbursement requests should be made in the same fiscal year that the work is completed. Reimbursement for work done near the end of a state fiscal year (June 30) must be requested by August 1.

A final acceptance form must be completed and submitted with the final claim for reimbursement. Required forms can be downloaded from the Office of Aviation Web site at http://www.iowadot.gov/aviation/managersandsponsors/forms.html.

If you have any questions regarding this information, please call me at 515-239-1048. Good luck with your airport project!

Sincerely,

Shane Wright, C.M.
Aviation Program Manager

Enclosures
cc: Stuart Anderson - Planning, Programming and Modal Division Director

IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2017
GENERAL AVIATION VERTICAL INFRASTRUCTURE PROGRAM (GAVI)

THIS AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Davenport**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Davenport Municipal Airport**, hereafter the "Airport".

Improvements shall consist of:
Rehabilitate Hangar 8990, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I170DVN300**
Contract number: **18498**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The Iowa DOT agrees to reimburse the SPONSOR **50%** of the eligible project costs, not to exceed the maximum amount payable of **$32500** incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding. Final reimbursement will be made up to the contract amount in whole dollars.

2.03 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180. (http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf)

- Competitive bid procedures for all projects greater than $130,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between $72,000 and $130,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between $50,000 and $130,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Iowa Code, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and specifications must be used.

The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

2.02 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.

2.03 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.

2.06 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.

2.07 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.

2.08 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.

2.09 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.

2.10 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.

2.11 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against

any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

2.12 Funding will be available for reimbursement of the project for three fiscal years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.

2.13 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.

2.14 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

2.15 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.

2.16 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

3.01 The SPONSOR Agrees to:

(a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
(b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than $50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
(c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
(d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
(e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
(f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
(g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
(h) Certify satisfactory completion of the Project by resolution or signed final acceptance

form and provide a copy to the Iowa DOT.

(i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.

(j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 The Project is for the sole purpose and use of aviation related activities and must be owned by the SPONSOR. The SPONSOR shall not lease airport space constructed with this grant to activities unrelated to aviation.

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances.

5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.

5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.

5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility that would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.

5.05 It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10.

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this _____ day of _____, _____, on behalf of the SPONSOR.

By: _____ Attested: _____

Title: _____ Title: _____

Signed this 23th day of August, 2016, on behalf of the Iowa Department of Transportation.

By: _____

Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities

on

Non-Federal Aid Projects (Third-Party State-Assisted Projects)

May 2012

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 3 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals
Targeted Small Business
Lucas Building
Des Moines, IA 50319
Phone: 515-281-7102
Website: http://dia.iowa.gov/page7.html

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

> It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102)

to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

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F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

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(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

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Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded

the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
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(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Form 730007WP 7-97

Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____
List items by name to be subcontracted:

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: http://dia.iowa.gov/page7.html.

2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.

3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.

4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.

5. For construction contracts:

   a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

      http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf

   b) Ensuring that the awarded contractor has and shall follow the contract provisions.

6. For consultant contracts:

   a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.

   b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.

2. Bidding proposals or RFPs noting established TSB goals, if any.

3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION

For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

   If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

   If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

   If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

   If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

   If yes, what was the goal or percentage? _____

   If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

   If no, what action was taken by Recipient? _____

   Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
   from the Iowa Department of Transportation? $_____
   What was the final project cost? $_____
   What was the dollar amount performed by TSB firms? $_____

   Name(s) and address(es) of the TSB firm(s) _____
   (Use additional sheets if necessary)

   Was the goal or percentage achieved? ☐ YES ☐ NO

   If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

_____
Title

_____ _____
Signature

IOWA DEPARTMENT OF TRANSPORTATION

City of Davenport

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

Action / Date
PW9/21/2016

Subject:
Motion to approve the right-of-way acquisition agreement with Rivaldd Farms, Inc. Not-To-Exceed $80,000. [Ward 8]

Recommendation:
Approve the motion.

Relationship to Goals:
Welcome Investment

Background:
Granite Way will provide access to new Kraft-Heinz plant.. Road construction is scheduled to begin October 2016 and completed before the plant is scheduled to begin operation in April 2017.

This motion approves the purchase agreement for right-of-way, temporary construction easement and acceptance from Rivaldd Farms, Inc. in the amount of $77,052. The temporary construction easement is required for the proper construction of the “Granite Way Road Project”.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Agreement
🗋	Cover Memo	Rivaldd Farms, Inc - Proposed DEED

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Holecek, Jackie	Approved	9/15/2016 - 2:46 PM

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

PARCEL NO. ROW & TCE **COUNTY:** Scott

PROJECT NAME or NO. Granite Way Road Project **CITY:** Davenport

SELLER: Rivaldd Farms, Inc

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

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

RIGHT-OF-WAY

Part of the Southwest Quarter of the Northeast Quarter, and also part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows:

Beginning at a found 5/8" diameter rod with a red plastic cap stamped "IL PLS 3925, IA PLS 21937", at the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 28; Thence South 89 Degrees 14 Minutes 21 Seconds West, 28.08 feet along the southerly line of said Southeast Quarter; Thence North 02 Degrees 47 Minutes 16 Seconds West, 88.31 feet to a point; Thence North 02 Degrees 23 Minutes 22 Seconds West, 995.24 feet to a point; Thence North 01 Degrees 45 Minutes 49 Seconds West, 105.57 feet to a point; Thence North 01 Degrees 12 Minutes 13 Seconds West, 360.00 feet to a point; Thence North 38 Degrees 08 Minutes 20 Seconds West, 46.87 feet to a point; Thence North 80 Degrees 21 Minutes 08 Seconds West, 175.00 feet to a point;

Thence North 76 Degrees 46 Minutes 46 Seconds West, 245.52 feet to a point; Thence North 79 Degrees 10 Minutes 43 Seconds West, 150.09 feet to a point; Thence North 75 Degrees 51 Minutes 11 Seconds West, 96.59 feet to a point; Thence North 13 Degrees 13 Minutes 17 Seconds East, 21.38 to the centerline of Slopertown Road; Thence southeasterly along an arc of a curve concaving northeasterly 97.84 feet, and having a Radius of 1500.00 feet, (Chord Bearing South 78 Degrees 38 Minutes 50 Seconds East, Chord Distance 97.82 feet), along said centerline; Thence South 80 Degrees 30 Minutes 30 Seconds East, 617.55 feet along said centerline to the easterly line of the Southwest Quarter of said Northeast Quarter; Thence South 01 Degrees 54 Minutes 06 Seconds East, 278.27 feet along the easterly line of the Southwest Quarter of said Northeast Quarter to a found 5/8" diameter rod; Thence South 02 Degrees 00 Minutes 32 Seconds East, 1344.21 feet TO THE POINT OF BEGINNING.

Containing 1.79 Acres, more or less, also Being Subject to Easements, Agreements or Restrictions of record.

1b. SELLER AGREES to sell a temporary construction easement and furnish to Buyer conveyance documents, on form(s) furnished by Buyer, and Buyer agrees to buy the temporary construction easement for 12 months, described as:

TCE– Temporary Construction Easements

.72 Ac. +/-

As Shown on Attached Plat (page 5)

1c. The temporary construction easement (TCE) is for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the "Granite Way Road Project" over, across, through and under parcels 932837001 and 932821002, in Scott County, Iowa. Said TCE shall terminate when the City approves and accepts said project or 12 months from the date grading encroaches on the SELLER'S property whichever comes first.

1d. The grant of easement described above shall include before the construction encroachment take place, the right to survey the property, the right of ingress and egress as may be necessary for the purposes for which this easement is granted, in, over, across, and along the easement. This easement shall survive a transfer or grant of property rights affecting the previously described real estate upon execution.

2. The temporary construction easement (TCE) is conveyed upon the following express understanding and condition that the temporary construction easement area is used for grading purposes and not for the storing of construction equipment, that topsoil that is removed is put back in like condition, that the cultivated area of the TCE will be left unseeded, that on the completion of any and all construction work by the City of Davenport, the affected real estate shall be restored to substantially the same condition it was prior to such work.

3. The tenant farmer will be compensated for the loss of crops before harvest as calculated below:

   Corn $3.37 per bushel times 210 bushels per acre times 1.16 acres

   Soybeans $9.74 per bushel times 60 bushels per acre times 1.16 acres

   Prior to execution of this agreement SELLER will have tenant farmer contact the buyer at 563-327-5149 to verify calculation.

4. SELLER shall have five years from the date the council approves and accepts the "Granite Way Road Project," to renegotiate construction or maintenance damages not apparent at the time this document is signed.

5. Right of use of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data if necessary.

6. Buyer agrees to pay and SELLER AGREES to grant the right of use to area as dictated herein this agreement, as shown on Page 5, on or before the **Date Of Performance** listed below in the Itemization of Acquisition.

7. Time for Acceptance. If this offer is not accepted by SELLER on or before September 23, 2016, this purchase agreement may be void at the buyer's discretion; however this agreement may not be void once the conveyance documents have been received by the Buyer.

ITEMIZATION OF ACQISITION

$ 74,073.00	on conveyance of ROW	Within 60-days from when buyer receives this document
$ 2,979.00	on conveyance of TCE	Same as above

$ 0.00	on surrender of possession	NA
$ 0.00	on possession and conveyance	NA
$ 77,052.00	**TOTAL LUMP SUM**	

Breakdown		**Ac./Sq. Ft.**
Land by Fee Title	1.79	**Ac.**
Underlying Fee Title	NONE	**Sq. Ft.**
Permanent Recreational Trail Easement	NONE	**Sq. Ft.**
Temporary Construction Easement	.72	**Ac.**

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

City of Davenport, Buyer

_____
Frank Klipsch, Mayor, City of Davenport

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

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

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

_____
Notary Public in and for
State of Iowa

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

Rivaldd Farms, Inc.

_____
Signature

_____
Print Name

_____
Title

STATE OF IOWA)
) ss:
COUNTY OF Scott)

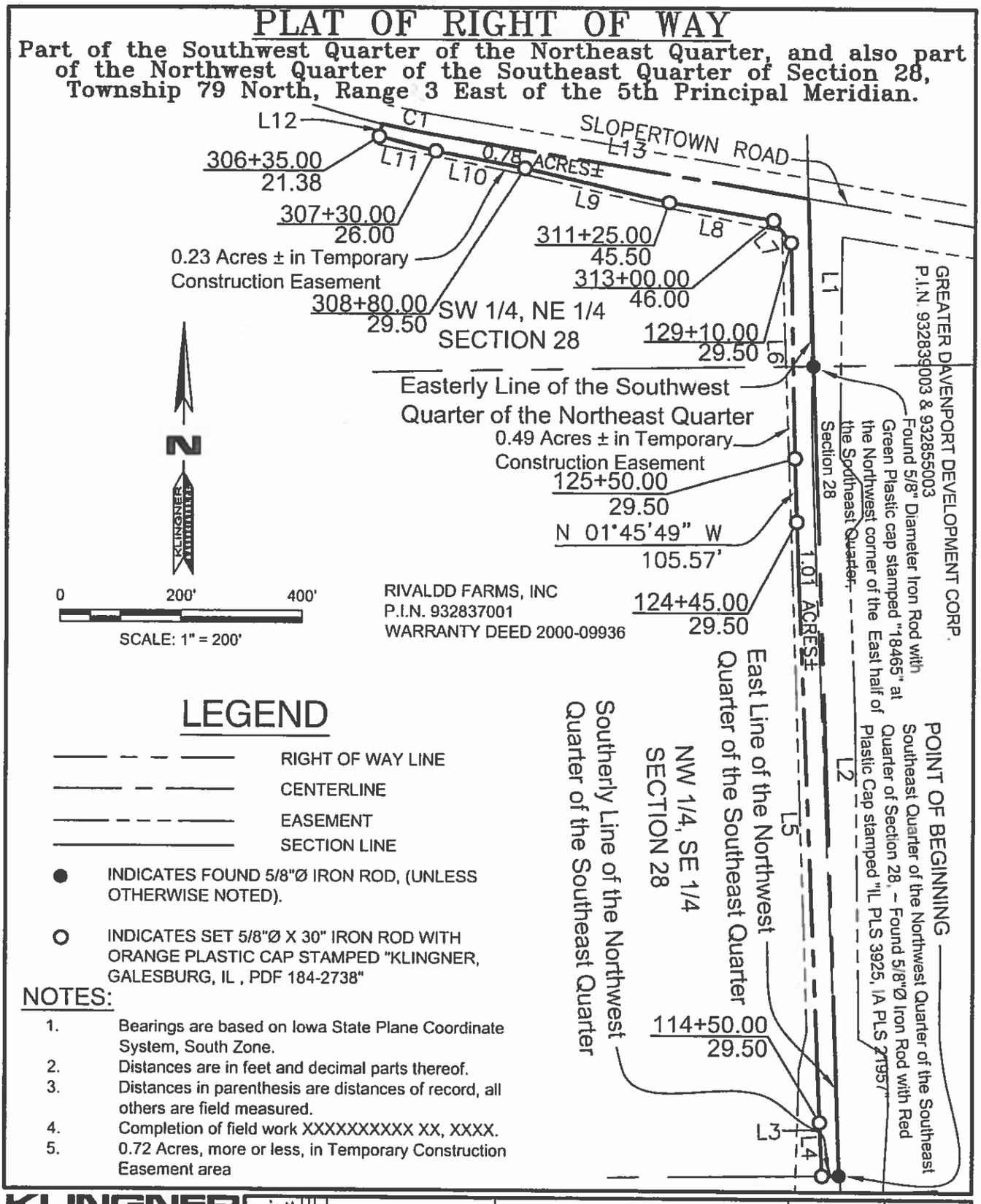
On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that that person is _____, of said Rivaldd Farms, Inc, and that said instrument was signed and sealed on behalf of the said Rivaldd Farms, Inc, by authority of its managers and the said _____, acknowledged the execution of said instrument to be the voluntary act and deed of said Rivaldd Farms, Inc, by it voluntarily executed.

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

_____
Notary Public in and for
State of Iowa

PLAT OF RIGHT OF WAY

Part of the Southwest Quarter of the Northeast Quarter, and also part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian.



LEGEND

- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT
- SECTION LINE
- ● INDICATES FOUND 5/8"Ø IRON ROD, (UNLESS OTHERWISE NOTED).
- ○ INDICATES SET 5/8"Ø X 30" IRON ROD WITH ORANGE PLASTIC CAP STAMPED "KLINGNER, GALESBURG, IL , PDF 184-2738"

NOTES:

1. Bearings are based on Iowa State Plane Coordinate System, South Zone.
2. Distances are in feet and decimal parts thereof.
3. Distances in parenthesis are distances of record, all others are field measured.
4. Completion of field work XXXXXXXXXX XX, XXXX.
5. 0.72 Acres, more or less, in Temporary Construction Easement area

KLINGNER & ASSOCIATES, P.C.
Engineers · Architects · Surveyors

PLAT OF RIGHT OF WAY

LUCKETT & FARLEY
737 SOUTH 3RD STREET
LOUISVILLE, KY 40202

DESIGNED: | DRAWN: BAS
FIELD | FIELD BOOK
FIELD | FIELD BOOK
DRAWING ISSUED DATE: 7/6/2016
PROJECT NO: 16-3033

SHEET TITLE: PLAT OF RIGHT OF WAY
SHEET: 1 OF 2

Parcels 932821002 and 932837001
Prepared by: Mike Atchley, Engineering Div., Public Works Bldg.
1200 E. 46th St., Davenport, IA 52807
Telephone: 563/326-7729
Return to City of Davenport, Legal Department – attention Mike Atchley

Address Tax Statement: Finance Dept., City Hall 226 W. 4th St., Davenport, IA 52801

The easements in this conveyance are exempt pursuant to Iowa Code §428A.2 paragraph 17.

WARRANTY DEED

and

Temporary Construction Easements

In consideration of the sum of Seventy-seven Thousand Fifty-two and no/100 Dollars ($77,052.00) and other good and valuable consideration, Rivaldd Farms, Inc., hereinafter "Grantor", does hereby convey to the City of Davenport, Iowa, a Municipal Corporation, 226 West Fourth Street, Davenport, Iowa, hereinafter "Grantee," the following described real estate parcels situated in Scott County, Iowa; to-wit:

RIGHT-OF-WAY

Part of the Southwest Quarter of the Northeast Quarter, and also part of the Northwest Quarter of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5th Principal Meridian, more particularly described as follows:

Beginning at a found 5/8" diameter rod with a red plastic cap stamped "IL PLS 3925, IA PLS 21937", at the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 28; Thence South 89 Degrees 14 Minutes 21 Seconds West, 28.08 feet along the southerly line of said Southeast Quarter; Thence North 02 Degrees 47 Minutes 16 Seconds West, 88.31 feet to a point; Thence North 02 Degrees 23 Minutes 22 Seconds West, 995.24 feet to a point; Thence North 01 Degrees 45 Minutes 49 Seconds West, 105.57 feet to a point; Thence North 01 Degrees 12 Minutes 13 Seconds West, 360.00 feet to a point; Thence North 38 Degrees 08 Minutes 20 Seconds West, 46.87 feet to a point; Thence North 80 Degrees 21 Minutes 08 Seconds West, 175.00 feet to a point;

Thence North 76 Degrees 46 Minutes 46 Seconds West, 245.52 feet to a point; Thence North 79 Degrees 10 Minutes 43 Seconds West, 150.09 feet to a point; Thence North 75 Degrees 51 Minutes 11 Seconds West, 96.59 feet to a point; Thence North 13 Degrees 13 Minutes 17 Seconds East, 21.38 to the centerline of Slopertown Road; Thence southeasterly along an arc of a curve concaving northeasterly 97.84 feet, and having a Radius of 1500.00 feet, (Chord Bearing South 78 Degrees 38 Minutes 50 Seconds East, Chord Distance 97.82 feet), along said centerline; Thence South 80 Degrees 30 Minutes 30 Seconds East, 617.55 feet along said centerline to the easterly line of the Southwest Quarter of said Northeast Quarter; Thence South 01 Degrees 54 Minutes 06 Seconds East, 278.27 feet along the easterly line of the Southwest Quarter of said Northeast

Quarter to a found 5/8" diameter rod; Thence South 02 Degrees 00 Minutes 32 Seconds East, 1344.21 feet TO THE POINT OF BEGINNING.

Containing 1.79 Acres, more or less, also Being Subject to Easements, Agreements or Restrictions of record.

Grantor also conveys unto the Grantee non-fee title temporary construction easement for the purpose of such encroaching, grading, sloping, shaping, cutting, filling and constructing as may be required for the proper construction of the Veterans Memorial Parkway Project (I-74 to Utica Ridge Road), over, across, through and under the following described Scott County, Iowa real estate:

TCE from parcel 932821002 – Temporary Construction Easement

.23 Ac. +/-

As Shown on Attached Plats (page 4)

TCE from parcel 932837001 – Temporary Construction Easement

.49 Ac. +/-

As Shown on Attached Plats (page 4)

The temporary construction easements shall terminate when the City approves and accepts said project or 1 year from the date construction encroaches on the Grantor's property.

Grantor covenants that it holds the above described real estate in fee simple, that it has good and lawful authority to sell and convey the same, and that it will warrant and defend the real estate against the lawful claims of all persons whomsoever.

Signed this _____day of _____, 2016.

Signature and notary on page 3.

Rivaldd Farms, Inc.

_____
Signature

_____
Print Name

_____
Title

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that that person is _____, of said Rivaldd Farms, Inc, and that said instrument was signed and sealed on behalf of the said Rivaldd Farms, Inc, by authority of its managers and the said _____, acknowledged the execution of said instrument to be the voluntary act and deed of said Rivaldd Farms, Inc, by it voluntarily executed.

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

_____
Notary Public in and for
State of Iowa

City of Davenport

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

Action / Date
PW9/21/2016

Subject:
Motion awarding the contract for the Granite Way - Kraft Heinz project, DOT Project #RMX-1827(679)-9E-82, to Langman Construction Inc. of Rock Island IL in the amount of $2,974,711.49. [Ward 8]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued and sent to 277 contractors on August 16, 2016. The Purchasing Division received and opened six bids on September 7, 2016.

This is a contract for the construction of approximately 3000 feet of new roadway, a left-turn lane on Enterprise Way, turn lanes on Slopertown Road and traffic signals at the intersections of Slopertown Road and the new roadway. The roadway is needed for the new Kraft Heinz Co. facility being built in northwest Davenport.

The city has received a Revitalize Iowa's Economy Program (RISE) Project grant for 80% of the costs. The city is responsible for 20% of the total project costs, which amounts to $594,942.30.

The funding for this project is from CIP project # 35020 with $1,174,969 available in FY17.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab - Granite Way - Heinz Kraft

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	9/15/2016 - 10:56 AM
Public Works Committee	Lechvar, Gina	Approved	9/15/2016 - 10:56 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:58 AM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: GRANT WAY – KRAFT HEINZ
DOT Project #RMX-1827(679)-9E-82

BID NUMBER: 17-9

OPENING DATE: SEPTEMBER 7, 2016

ACCOUNT: 70042697 530350 35020 AND 70042675 530350 35020

RECOMMENDATION: AWARD THE CONTRACT TO LANGMAN CONSTRUCTION INC OF ROCK ISLAND IL

VENDOR NAME	BID AMOUNT W/TRADE
Langman Construction Inc of Rock Island IL	**$2,974,711.49**
Valley Construction Company of Rock Island IL	$2,982,113.00
Hawkeye Paving Corporation of Bettendorf IA	$3,127,373.50
Miller Trucking & Excavating of Silvis IL	$3,194,795.30
McCarthy Improvement Co. of Davenport IA	$3,402,818.40
Brandt Construction Co. of Milan IL	$3,720,628.10

Prepared By Kristi Keller 9-12-16
Purchasing Date

Approved By Nicole McCasen 9-12-16
Department Director Date

Approved By Brandi Cowger 9-12-16
Budget/CIP Date

Approved By [signature] 9-13-2016
Finance Director Date

City of Davenport

Agenda Group: Finance
Department: Legal
Contact Info: T Warner 326-7735
Wards: All

Action / Date
FIN9/21/2016

Subject:
First Consideration: Ordinance amending Subsection 2.54.070(A)(1) to allow Parks & Recreation Advisory Board Members to serve in other capacities as well. [All Wards]

Recommendation:
Pass the ordinance

Relationship to Goals:

Background:
The Parks & Recreation Advisory board has requested that the language in the ordinance that prevents board members from serving on other city boards and commissions be eliminated.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Ord P&R dual service

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	9/15/2016 - 9:45 AM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 9:48 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:00 AM

ORDINANCE NO. _____

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

Ordinance amending Subsection 2.54.070(A)(1) to allow Parks & Recreation Advisory Board Members to serve in other capacities as well

Section 1. That Subsection 2.54.070(A)(1) is hereby amended to read as follows:

1. The board shall consist of eleven persons, one to be selected by the mayor and one to be selected by each member of the council.

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 _____

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: 2

Action / Date
FIN9/21/2016

Subject:
Resolution setting a public hearing regarding the conveyance of City-owned property at 2941 N. Zenith Avenue (Robert J. Vidmar, Petitioner). [Ward 2]

Recommendation:
Approve the resolution.

Relationship to Goals:
Fiscal vitality

Background:
The City of Davenport owns a single-family home related to the purchase of land for and construction of the Fairmount Library. The City is no longer under any obligations for the property and has marketed the residential property for sale.

The petitioner has offered to purchase the property for $209,900.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	9/15/2016 - 2:25 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 2:35 PM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 2:46 PM

Resolution No._____

Resolution offered by Alderman Gordon

RESOLVED by the City Council of the City of Davenport.

RESOLUTION setting a public hearing regarding the conveyance of city-owned property at 2941 N. Zenith Avenue (Robert J. Vidmar, Petitioner).

WHEREAS, the City of Davenport is the legal owner of the following described real estate: 2941 N. Zenith Avenue; and

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

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

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed sale of this real estate on Wednesday, October 19, 2016, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

_____
Jackie E. Holecek, CMC
Deputy City Clerk

Approved:

_____
Frank Klipsch
Mayor

City of Davenport

Agenda Group: Finance **Action / Date**
Department: Finance **FIN9/21/2016**
Contact Info: Brandon Wright 326-7750
Wards: 8

Subject:
Motion approving a service agreement with Savage Services Corporation of Schererville, IN to provide marketing, operate, and maintain the City's transload facility. [Ward 8]

Recommendation:
Approve the motion

Relationship to Goals:
Fiscal vitality, sustainable infrastructure, and vibrant region

Background:
On May 13, 2015, the City Council approved a motion directing staff to negotiate a contract for operating the transload facility with Savage Services Corporation. Below is a summary of the major conditions of the negotiated contract, which has a term of 10 years.

Savage Obligations

- Market and promote the transload facility to prospective customers to provide transloading, switching, and other related services. Reports of marketing efforts will be provided to the City annually.
- Establish fees related to services.
- Have care, custody, and control over all transload facility operations at Savage's own cost.
- Maintain, clean, and repair the transload facility at Savage's own cost.
- Provide a locomotive and other vehicles and equipment reasonably necessary to perform operation and maintenance services at Savage's own cost.
- Pay for the cost of application, service initiation, regular service charges, and repairs for all utilities at the facility.
- Pay a license fee to the City for railcars serviced when the number exceeds 1,500 cars annually.
- Maintain workers' compensation, general liability, automobile liability, and contractors' pollution legal liability insurance.
- Pay timely and full amount of any taxes owed under applicable laws.

Under the agreement, the City is responsible for property liability insurance to protect the property against direct physical loss.

In order for Savage to begin marketing the facility prior to incurring operating costs, the service agreement provides a marketing period through March 2017. During that time, Savage may market the facility without providing day-to-day operations. Beginning April 1, 2017, Savage is required to operate the facility under the terms of the contract. Savage may, prior to April 1, 2017, cancel this agreement if its marketing efforts are unsuccessful with varying levels of penalties depending upon how close cancellation occurs to April 1.

ATTACHMENTS:

Type	Description

Backup Material Savage Service Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	9/14/2016 - 5:28 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 9:50 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:00 AM

Services Agreement

This Services Agreement (this "Agreement") is made and entered into this _____ day of September, 2016, by and between the City of Davenport, a political subdivision of the State of Iowa (the "City"), and Savage Services Corporation, a Utah corporation ("Savage"). The City and Savage are each called a "Party" and together are called the "Parties".

Background

A. The City owns property on which it has constructed a rail transload facility (the "TLF") in the City of Davenport, Iowa, as further described in this Agreement, which will be served by the Canadian Pacific Railroad and potentially a second railroad (individually, a "Railroad" and, together, the "Railroads").

B. The City desires to engage a qualified contractor to market, operate and maintain the TLF, to include providing rail switching and transload services.

C. Savage markets, operates and maintains transload terminals, and provides rail switching, transloading and similar services.

D. The City desires to obtain, and Savage desires to provide to the City, certain services relating to the operation of the TLF and provision of the marketing, rail switching, transloading and other services described in this Agreement, upon the terms and subject to the conditions set forth in this Agreement.

E. The City has determined it is in the best interest of the public to obtain the services from Savage as set forth in this Agreement.

Agreement

The Parties, desiring to be legally bound, agree as follows:

1. Background and Exhibits. The background recited above and all exhibits attached hereto are incorporated into this Agreement by reference.

2. Term. The initial term of this Agreement (the "Initial Term") will begin on the date first written above and will continue until the tenth (10^{th}) anniversary of the Commencement Date (as defined in Section 5.2 below), unless earlier terminated in accordance with the terms of this Agreement. The Parties may extend the Initial Term for an additional mutually-acceptable period (the "Extended Term"). The Parties will engage in negotiations for such an extension beginning not less than (6) months prior to the scheduled expiration date of the Primary Term of such Party's desire not to renew this Agreement. The Primary Term and any Extended Term are together called the "Term". Upon execution of this Agreement, an initial marketing period shall commence extending through April 1, 2017 (the "Marketing Period").

3. Access.

3.1 Grant of License. The City hereby grants to Savage, and Savage hereby accepts from the City, the right to market and exclusive (with the exception of the provisions set forth in Section 3.5) use of and the exclusive right to operate the TLF, including the track and land described in Exhibit 3 (the "Property"). This includes the exclusive right to (a) negotiate with persons and parties desiring to receive switching, transloading and other services at the TLF, (b) provide to customers of the TLF as identified on Exhibit 3, the switching, transloading and other services described in or otherwise contemplated by this Agreement, and (c) charge and collect fees for these services. This also includes complete charge of, and care, custody, and control over, the TLF beginning on the Commencement Date and continuing throughout the Term. The use and rights granted to Savage in this Agreement are together called the "License".

3.2 Services are Exclusive. The operation of the TLF and Services provided by Savage pursuant to this Agreement are exclusive, except to the extent otherwise specifically provided in this Agreement, including Section 3.5. During the term of this Agreement, the City will not grant to any other person or party any right, or otherwise authorize any other person or party, to provide the Services to be provided by Savage under this Agreement, or to occupy the Property. During the term of this Agreement, the City will not design, construct, own, lease or operate any other rail transloading facility of any kind or nature without written permission from Savage during the term of this License and subject to the terms of Section 8.1.

3.3 Railroads' Right to Use Certain Track. Notwithstanding any other provision of this Agreement, the City may grant to the Railroads the right to operate on certain portions of the TLF's track, as shown on Exhibit 3.2, in order for the Railroads to deliver inbound railcars to Savage and receive outbound railcars from the TLF and any adjacent properties.

3.4 Transferability. Savage shall not transfer, lease, sublease, assign, sell or otherwise dispose of its interest in this Agreement without written permission from the City, unless such transfer is to another Savage entity. Savage shall provide four (4) months' notice to the City of any intent to change. The City shall not unreasonably withhold permission to transfer.

3.5 Non-Exclusivity Upon Notice of Termination Pursuant to Section 7.2. Upon delivery of a notice to terminate by Savage pursuant to Section 7.2, all exclusivity rights set forth in this Agreement, including as set forth in Section 3.1 and 3.2, are immediately cancelled.

4. Construction of the TLF.

4.1 Improvements. The City has constructed, at its own cost and expense, the TLF facilities ("Improvements") on the Property described in the site plan and specifications that are attached as Exhibit 4 (the "Plans and Specifications"). Once the Improvements are completed, they will be included in the terms "Property" and "TLF" for all purposes of this Agreement.

4.2 Inspection and Acceptance. Savage has inspected the Property and, as of the date of execution of this Agreement, deems the Property sufficient for the Services to be performed.

4.3 Ownership of Improvements. The City will retain ownership of and title to the Property.

4.4 Warranty Claims. If Savage notifies the City that any repair required to be made to any Improvement or other material may be subject to any warranty claim against the vendor or other supplier of such equipment or other material, the City will at its expense pursue such claim diligently in a commercially reasonable manner. If requested by the City, Savage will provide reasonable assistance to the City in connection with any such warranty claim.

5. Savage's Obligations. Savage will provide the following services (together, the "Services"):

5.1 Marketing. During the Marketing Period, and continuing throughout the Term, Savage will use commercially reasonable efforts to market and promote the TLF to prospective customers. Without limiting the foregoing, Savage will:

(a) Negotiate in good faith with persons and parties desiring to receive transloading, switching and related services at the TLF (each such person with whom or party with which Savage enters into a contract to provide services is called a "Customer", and each contract with a Customer is called a "Customer Contract");

(b) Negotiate in good faith to provide railcar switching services to the owners/operators of the Adjacent Properties (each such owner or operator with whom or which Savage enters into a contract to provide services is called an "Adjacent Property Customer", and each contract with an Adjacent Property Customer is called an "Adjacent Property Customer Contract"); and

(c) Establish and charge, in its sole discretion, fees for the services it offers and provides to Customers and Adjacent Property Customers, which rates the City recognizes must be compensatory to Savage for such services.

(d) Provide the City with periodic reports describing progress relating to the Marketing Services, on no less than a bi-weekly basis during the Marketing Period, and annually upon completion of the Marketing Period. Such reports will contain, at a minimum, the following information:

1. Identify prospective TLF Customers.

2. Contact date/times with potential TLF Customers.

3. Results of communication.

4. Likelihood of agreement with potential Customers.

(e) The services set forth in this Section 5.1 are, collectively, the "Marketing Services."

5.2 Operation of the TLF. Commencing on the Commencement Date, and continuing until this Agreement is terminated, Savage will (1) be in complete charge of and have care, custody, and control over all TLF operations, (2) perform all day-to-day management functions with respect to all TLF operations, (3) operate the TLF in a professional and commercially reasonable manner, consistent with the operation of other rail transloading terminal facilities of similar size and scope, and (4) perform the Services described in this Agreement. The date upon which Savage actually begins to operate the TLF under this Section 5.2 is called the "Commencement Date". The Commencement Date will be no later than April 1, 2017, unless either Party delivers a notice to terminate pursuant to Section 7.2. Without limiting the foregoing, Savage will:

(a) Receive inbound railcars from the Railroads for Customers and place (or "spot") such railcars at the TLF as may be provided for in the Customer Contracts;

(b) Receive inbound railcars from the Railroads for Adjacent Property Customers and spot such railcars at the Adjacent Properties as may be provided for in the Adjacent Property Customer Contracts;

(c) Gather and stage outbound railcars for delivery to the Railroads as may be provided for in the Customer Contracts or the Adjacent Property Customer Contracts;

(d) Transload product from railcar to truck and from truck to railcar at the TLF;

(e) Store or stage product at the TLF for Customers as may be provided for in the Customer Contracts;

(f) Provide storage and staging facilities at the TLF for Customers as may be provided for in the Customer Contracts; and

(g) The services in this Section 5.2 are, collectively, the "Operation Services."

5.3 Maintenance of the TLF. During the Marketing Period, and continuing throughout the Term, Savage will, at its own cost and expense:

(a) Repair and maintain the Improvements in good order and condition, to the standard which would be maintained by a prudent manager of a rail transload terminal and assets similar in size, quality, construction, usage and age situated on a similar site, (i) uninsured loss by fire or other casualty (excepting losses to the extent caused by Savage's wrongful acts) and (ii) ordinary wear and tear excepted; and

(b) Keep the TLF in a clean and orderly condition and appearance.

(c) Perform the day to day maintenance of the TLF, including, but not limited to, snow removal, lawn maintenance, routine grounds maintenance, light bulb replacement, and maintenance of overhead doors, manual dock levelers, and storm water sluice gates. For clarity, the lawn and grounds maintenance obligation is limited to the area within the fence adjacent to the TLF building.

(d) The services in this Section 5.3 are, collectively, the "Maintenance Services."

5.4 Specific Obligations During Marketing Period. During the Marketing Period, Savage will provide the Marketing Services and Maintenance Services. For avoidance of doubt, the Operation Services will not commence until the Commencement Date.

5.5 Compliance with Applicable Law. Savage will comply with Applicable Law in performing its obligations under this Agreement.

5.6 Performance Standards. Savage will perform the Services in a prudent and workmanlike manner, in accordance with safe operating practices, and in accordance with industry standards for the operation and maintenance of rail transload terminals.

5.7 Personnel. Savage will provide and make available, as necessary, all workforce labor to provide the Services and perform its duties under this Agreement. All such persons will be and remain the sole employees of Savage and be subject to Savage's exclusive authority, supervision, direction, and control.

5.8 Equipment. Savage will provide a locomotive, and such other vehicles and equipment as Savage determines is reasonably necessary to perform the Services. For purposes of this Agreement, a locomotive is defined as any powered car mover that is equipped with all necessary FRA appliances (horns, lights, ditch lights, etc.) to legally cross public grade crossings and that will be used by Savage to provide service to and from the TLF and any other adjacent rail users. Savage will provide fuel and consumables for its locomotive, other vehicles and equipment, and will maintain its locomotive, other vehicles and equipment in good and safe working condition, sufficient to perform the Services.

5.9 Independent Contractor. Savage is an independent contractor. Savage will have full and complete control as an independent contractor of its activities and operations under this Agreement. Neither Party shall enter into agreements, make commitments or incur liabilities or obligations on behalf of the other Party. Savage's employees will be deemed for all purposes to be the employees of Savage and subject to Savage's sole and exclusive direction, supervision and control. Under no circumstances will Savage's employees be deemed to be employees of the City. Savage will be responsible for payment of all payroll, withholding, workers compensation, unemployment compensation or other state or federal benefit programs and other similar taxes relating to its employees.

5.10 Records. Savage will maintain throughout the Term books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities under this Agreement. The documents provided in Section 5.9 will be maintained and updated as needed and copies will be provided to the City.

5.11 Permits. Savage will obtain and maintain all permits and other regulatory approvals required for the operation of the TLF and the performance of the Services (the "Operating Permits").

5.12 Utilities. Savage will be responsible for the cost of applications, service initiation costs, regular service charges and repair costs for all utilities (including electricity, water, telecommunications, etc.) used at the TLF (*i.e.*, charges for consumption but not for connection). The City will provide all connections for utilities to the TLF.

5.13 Liens. Savage will pay all debts incurred to, and will satisfy all liens of, contractors, subcontractors, mechanics, laborers and material suppliers arising from its operation of the TLF, including any improvements made to or maintenance of the TLF conducted by or at Savage's direction, and will indemnify, defend and hold the City harmless against all legal costs and charges, including reasonable counsel fees, in any suit involving any lien, the enforcement or removal thereof, or encumbrance caused by the same, with respect to the TLF or any part thereof.

5.14 Surrender. Upon the expiration or termination of this Agreement, Savage will at its expense remove from the TLF all equipment, buildings, structures, other improvements and the contents thereof, placed thereon by Savage, and will deliver up the Property and Improvements to the City clean and clear of debris and in substantially the state in which they existed on the Commencement Date, uninsured loss by fire or other casualty and ordinary wear and tear excepted. Savage will provide lien waivers for all vendors and for all work completed at the TLF during its Term of Service at the surrender of the property.

6. Payment of License Fee to the City.

6.1 License Fee. As sole consideration for the License granted to it in this Agreement, Savage will pay to the City a fee (the "License Fee") as follows for each railcar into or out of which Savage transloads a product at the TLF for a Customer and that Savage has released back to a Railroad during a contract year (*i.e.*, during a twelve month period during the Term ending on the anniversary date of the Commencement Date; each such twelve month period being called a "Contract Year"), applied in increments ("License Fee Increments") as follows:

Number of Cars	License Fee Increment
0 - 1,500	$0.00 per car
1,500 - 2,000	$20.00 per car
2,001 - 2,500	$30.00 per car
2,501 +	$40.00 per car

For avoidance of doubt, and by way of example, if Savage were to transload product into or out of and release back to a Railroad 2,619 railcars at the TLF for Customers in a given Contract Year, Savage would pay to the City a License Fee of $29,760.00 for such Contract Year, calculated as follows:

(1) $0.00 for the first through the 1,500th car; plus

(2) $20.00 for each of the 1,501st car through the 2,000th car (a total of 500 cars) = 500 x $20.00 = $10,000.00; plus

(3) $30.00 for each of the 2,001 through the 2,500th car (a total of 500 cars) = 500 x $30 = $15,000.00; plus

(4) $40.00 for each of the 2,501st through the 2,619th car (a total of 119 cars) = 119 x $40.00 = $4,760.00.

The License Fee for such Contract Year would therefore be $10,000.00 + $15,000.00 + $4,760.00 = $29,760.00

6.2 Payment. Savage will provide to the City, within thirty (30) days of the end of each Contract Year, a report of the number of railcars into or out of which it transloads products at the TLF for Customers and released back to a Railroad during that Contract Year, together with payment of the applicable License Fees payable under Section 6.1 with respect to that Contract Year.

6.3 Adjustment of License Fee Increments. The License Fee Increments will be subject to adjustment as provided in Exhibit 6.3.

7. Option to Terminate or Renegotiate.

7.1 If the total number of railcars entering the TLF in any two (2) successive Contract Years is less than 1,000 per year, either Party will have the right, but not the obligation, to (a) terminate this Agreement, without further liability or obligation, by providing not less than four (4) months' written notice to the other Party, or (b) require that the Parties meet and negotiate in good faith equitable adjustments to the terms and conditions of this Agreement, including the License Fee.

7.2 Termination After Marketing Period. Either Party has the right to terminate this Agreement during the Marketing Period in its sole discretion after reviewing information gathered during the Marketing Period. If Savage provides notice to terminate under this Section 7.2 prior to February 1, 2017, Savage shall continue to provide the Maintenance Services at its cost for an interim period of no less than one hundred twenty (120) days following its delivery of the notice of termination to provide the City a reasonable period of time to enter an agreement with an alternate service provider. If Savage provides notice to terminate under this Section 7.2 on or after February 1, 2017, but before the end of the Marketing Period, Savage will continue to provide the Maintenance Services at its cost through March 31, 2018. Further, any exclusivity right granted to Savage will expire during such interim period, as set forth in Section 3.5.

8. Improvements.

8.1 Capital Improvements. If either Party desires to construct capital improvements to (including any expansion of) the TLF, that Party may request that the Parties meet together and in good faith negotiate the terms for those capital improvements, including the source(s) of funding.

8.2 Temporary Improvements. Savage may in its discretion and at its expense make such improvements to the Facility as it deems necessary or appropriate, including installing locomotive maintenance facilities, and other facilities (such as silos, storage sheds and racks) for handling and storage of Customer products. These improvements are subject to the applicable City of Davenport Building Codes. Savage will retain ownership of and title to such improvements, and will remove them at the end of the Term as provided in Section 5.13. If such improvements are not removed within sixty (60) days from the end of the term, such

improvements shall be deemed abandoned by Savage. Alternatively, the Parties may mutually agree to negotiate a fair price for the City to purchase such improvements.

9. Environmental Responsibility.

9.1 Certain Terms Defined.

(a) "Hazardous Substance" means any hazardous, toxic or polluting substance or waste governed by any Applicable Law, including without limitation petroleum products and radioactive materials.

(b) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, dumping, depositing, spraying, burying, abandoning, incinerating, or placing, or any similar action defined in any Applicable Law.

9.2 Savage's Environmental Responsibility. Savage will be responsible for liability or obligations resulting from the Release of any Hazardous Substance on the Property after the Commencement Date by Savage or any person or entity for whom or which it is legally responsible. Savage will report to the appropriate environmental agencies any Release of a reportable quantity of a Hazardous Substance first occurring during the Term at the Property, except to the extent caused by the City or any person for whom or entity for which it is legally responsible, and will promptly provide notice of the Release to the City.

9.3 The City's Environmental Responsibility. Except as set forth in Section 9.2, the City will be and remain responsible for the environmental condition of the Property and for any liability or responsibility arising therefrom, including without limitation liabilities resulting from:

(a) the presence of any Hazardous Substance in, on, at or under the Property existing at the Commencement Date, whether known or unknown;

(b) the presence of any Hazardous Substance in, on, at or under the Property existing at the Commencement Date which have migrated before or which migrate after the Commencement Date from the Property to a neighboring or adjacent property; and

(c) the Release of any Hazardous Substance on the Property after the Commencement Date by the City or any person for whom or entity for which it is legally responsible (including without limitation the Railroads to the extent permitted by the City to use the Property under Section 3.2, but excluding Savage and any person for whom or entity for which Savage is legally responsible).

9.4 Environmental Claims. Each Party will promptly provide the other with written notice of any Hazardous Substance on the Property of which it becomes aware and of any claim made in respect thereof or in respect of any liability related thereto, and the remediation of any such contamination and any claim in respect thereof will be undertaken by Savage or the City in accordance with the allocation of their respective liabilities set out in the preceding Sections 9.2 and 9.3. Each Party will satisfy and discharge or compensate the other in full in respect of any such liability.

9.5 Environmental Baseline. The Parties acknowledge that the City caused Missman, Stanley & Associates, P.C. ("Missman") to conduct a Phase I environmental site assessment of the Property in Eldridge, Iowa, dated August 3, 2007 and a Phase II environmental site assessment of the Property in Eldridge, Iowa, dated October 10, 2007. The Parties also acknowledge that a review of potential wetland areas was conducted by the Natural Resources Conservation Service dated October 25, 2007, and an environmental review of the site was conducted by the Army Corps of Engineers dated January 25, 2008. These site assessment reports will serve as a baseline environmental study indicative, but not conclusive, of the environmental condition of the Property on or about the Commencement Date.

10. Insurance.

10.1 Required Savage Insurance. Savage will provide and maintain insurance of the following types and in the following amounts throughout the Term:

(a) Worker's Compensation Insurance as required by State and/or Federal law and Employers' Liability Insurance with a minimum limit of liability of $1,000,000 per occurrence;

(b) General Liability Insurance, including bodily injury, property damage, personal injury, products and completed operations liability and contractual liability with minimum limits of liability of $5,000,000 each combined single limit for bodily injury and property damage, with a $10,000,000 annual aggregate; and

(c) Automobile Liability Insurance covering all owned, non-owned and hired automobile with a minimum limit of liability of $1,000,000 combined single limit for bodily injury and property damage per accident.

(d) Contractor's Pollution Legal Liability Insurance policy with limits of $10,000,000 per occurrence.

(e) Minimum insurance limits will be reviewed every 5 years to assure that the limits remain current with regard to inflation. Any change in limits will be by mutual agreement, in writing, in accordance with Section 21.6,

(f) Savage waives, and will cause each underwriter to waive, its right of subrogation against the City arising out of or with respect to such insurance and any claims thereunder.

10.2 Required City Insurance.

(a) The City will provide and maintain property insurance covering risk of direct physical loss, including fire, earthquake, and other peril, on the Improvements throughout the Term on a replacement cost basis.

(b) The City waives, and will cause each underwriter to waive, its right of subrogation against Savage arising out of or with respect to such insurance and any claims thereunder.

10.3 Additional Insureds. Except for Workers Compensation and Employers Liability insurance, all other insurance provided by Savage pursuant to Section 10.1 will name the City as an additional insured on a primary basis, but only to the extent of the insured liabilities assumed by Savage under this Agreement. Savage Services Corporation will provide a copy of the certificate of insurance and/or endorsements evidencing the additional insured status of the City.

10.4 Insurance Companies. The insurance policies required under this Agreement must be from companies qualified to conduct business in the State of Iowa.

10.5 Certificates. Savage will provide certificates evidencing the foregoing insurance to the City prior to its commencing operation of the TLF, and at each annual renewal thereafter.

11. Indemnification. To the extent permitted by law, each Party will indemnify, defend and hold harmless the other Party, its parent, subsidiaries, affiliates, successors and assigns and each of their officers, directors, shareholders, members and employees ("Related Parties") from any damage to property, any injury to person (including death), and any direct demands, claims, expenses, fines and losses of any type (including, but not limited to reasonable attorneys' fees and litigation expenses) to the extent resulting from the indemnifying Party's or its Related Parties' negligence, gross negligence or willful misconduct in performing or failing to perform its obligations under this Agreement. Where the personal injury, death, damage to property or loss is the result of their joint negligence, gross negligence or willful misconduct, the Parties will indemnify each other in proportion to their respective allocable share of such joint negligence, gross negligence or willful misconduct, on a comparative negligence basis.

12. Force Majeure. For purposes of this Agreement, "Force Majeure" means any act of God, war, strike, lock out, riot, civil disorder and natural disaster, and any other cause or causes not reasonably within the control and without the fault or negligence of the Party claiming Force Majeure; provided, however, that in no event will a lack of funds or any event caused or contributed by a lack of funds be a Force Majeure event. If, because of

Force Majeure, either Party is unable to carry out any obligation under this Agreement, that obligation will be suspended to the extent and for the time made necessary by the Force Majeure. Nothing in this Agreement will cause the Party affected by Force Majeure to submit to what it considers an unreasonable condition or restriction or unfavorable labor agreement.

13. Damage to or Destruction of the TLF. In the event the TLF is completely destroyed or so damaged, through no fault of Savage's, that it will remain unusable for more than thirty (30) days, Savage may, but will not be obligated to, terminate this Agreement without further obligation or liability.

14. Taxes.

14.1 Property Taxes on the Property and Improvements. Savage will pay timely the full amount of any ad valorem taxes or similar taxes assessed under applicable law.

14.2 Property Taxes on Savage's Personal Property and Equipment. Savage will pay timely the full amount of any and all taxes levied or assessed against any improvements, personal property and equipment placed on the Property by Savage.

15. Quiet Enjoyment. The City covenants to Savage that, subject to Savage's compliance with the terms and provisions of this Agreement, Savage will peaceably and quietly hold and enjoy the full possession and use of the TLF (including the Property and the Improvements) during the Term.

16. Entry by the City. Throughout the Term, the City may make periodic reasonable inspections of the TLF and Savage's operations during normal operating hours, at the City's cost and risk. The City will conduct such inspections in a manner so as not to interfere unreasonably with Savage's normal operation of the TLF.

17. Condemnation. If, in Savage's reasonable judgment, a taking by condemnation of any portion of the TLF renders the remainder of the TLF unsuitable for the purposes contemplated by this Agreement, then Savage may terminate this Agreement as of the date title to the condemned real estate vests in the condemnor, without further obligation or liability. If, in Savage's reasonable judgment, a taking by condemnation does not render the TLF unsuitable for the purposes contemplated by this Agreement, then this Agreement will remain in effect. The right, if any, of Savage to share in a condemnation or eminent domain award will be based upon and consistent with existing Iowa law.

18. Representations and Warranties.

18.1 Savage's Representations and Warranties. Savage represents and warrants to the City that:

(a) Savage is a corporation duly incorporated and validly existing under the laws of the State of Utah. Savage is authorized to do business in the State of Iowa;

(b) This Agreement constitutes the legal, valid and binding obligation of Savage, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity;

(c) The execution, delivery and performance of this Agreement by Savage has been duly authorized by all requisite corporate action and will not conflict with any provisions of any law, or any agreement or instrument to which Savage is a party or by which it or its property may be bound or affected;

(d) Neither the execution and delivery by Savage of this Agreement, nor the provision by Savage of any of the Services, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of any governmental authority, except those which have been duly obtained and are in full force and effect, or not yet required, but which Savage believes will be readily obtainable in the ordinary course of business upon due application therefor; and

(e) Savage is not a party to any legal, administrative, arbitral, investigational or other proceeding or controversy pending, or to the best of its knowledge, threatened, that could adversely affect its ability to perform its obligations hereunder.

18.2 The City's Representations and Warranties. The City represents and warrants to Savage that:

(a) This Agreement constitutes the legal, valid and binding obligation of the City, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, (ii) general principles of equity, and (iii) statutory interpretation;

(b) The execution, delivery and performance of this Agreement by the City has been duly authorized by all requisite action and will not conflict with any provisions of any law, or any agreement or instrument to which the City is a party or by which it or its property may be bound or affected;

(c) Neither the execution and delivery by the City of this Agreement, nor the consummation by the City of any of the transactions contemplated hereby, requires the consent or approval of, the giving of notice to, the registration

with, the filing of any document with, or the taking of any other action in respect of any governmental authority, except those which have been duly obtained and are in full force and effect, or not yet required, but which the City believes will be readily obtainable in the ordinary course of business upon due application therefor;

(d) The City is not a party to any legal, administrative, arbitral, investigational or other proceeding or controversy pending, or to the best of its knowledge, threatened, that could adversely affect its ability to perform its obligations hereunder; and

(e) The City has not granted to any other person or party, including any owner or operator of any of the Adjacent Properties, any right or authority in conflict with the License granted Savage under this Agreement.

19. Default.

19.1 Events of Defaults. Any one or more of the following will constitute an "Event of Default" under this Agreement:

(a) Either Party fails to pay any amount (other than an amount disputed in good faith) within fifteen (15) days after such amount is due hereunder unless the other Party otherwise consents in writing.

(b) Either Party fails to perform or observe any material term or provision of this Agreement to the reasonable satisfaction of the other Party and such failure (i) has not been cured within thirty (30) days after written notice thereof has been given by the non-defaulting Party when the failure can be cured within such period or (ii) if the failure cannot be cured within such period, (1) the defaulting Party fails to initiate or diligently pursue a cure within such period or (2) the defaulting Party fails to cure the failure within such additional period as may reasonably be required to effect a cure after the notice.

(c) Either Party (i) applies for or consents to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) is unable or admit in writing its inability to pay its debts generally as they mature, (iii) makes a general assignment for the benefit of its creditors, (iv) is dissolved or liquidated in full or in part, (v) becomes insolvent (as such term may be defined or interpreted under any applicable statute), (vi) commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other

proceeding commenced against it, or (vii) takes any action for the purpose of effecting any of the foregoing.

19.2 Remedies. Subject to the notice provisions set forth in Section 21.1 of this Agreement, upon the occurrence or continuance of an Event of Default, the non-defaulting Party may at its option do any one or more of the following in any order: (i) terminate this Agreement without relieving the defaulting Party of any of its obligations under this Agreement, or (ii) exercise any or all other rights or remedies otherwise provided by this Agreement, or by law or in equity.

19.3 Remedies are Cumulative. All remedies provided for in this Agreement are cumulative and will be in addition to each other and to any and all other rights and remedies provided by law or in equity. The exercise of any right or remedy by the non-defaulting Party hereunder will not in any way constitute a cure or waiver of default hereunder, or invalidate any act done pursuant to any notice of default, or prejudice the non-defaulting Party in the exercise of any of the rights hereunder.

20. Confidentiality.

20.1 Obligation Not to Disclose Confidential Information. The City will maintain in strict confidence, and will use and disclose only as authorized by Savage, all Confidential Information (as defined below) that the City receives in connection with Savage's performance of Services. However, the City may disclose any Confidential Information to the extent required by an order of any court or other governmental authority having jurisdiction thereon, but only after the City has notified Savage, and Savage has had the opportunity to obtain reasonable protection for, the Confidential Information.

20.2 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means: (a) any information concerning the transactions of any Railroad or any Customer, Adjacent Property Customer, supplier or other person or entity with Savage; (b) any information relating to the contracts (including Customer Contracts and Adjacent Property Customer Contracts), agreements, business plans, budgets, or results of operations, or any other financial information of Savage, to the extent such information has not been made available to the public by Savage; and (c) any other trade secret, proprietary information or information marked or noted to be confidential by Savage at the time of disclosure. Information that is not novel or copyrighted or patented may nonetheless be Confidential Information.

20.3 Exceptions. Confidential Information will not include any information: (i) that is or becomes generally known to the public through sources independent of Savage and through no fault of the City; (ii) that is available or becomes available to the City from a third party who has a right to disclose it to the City other than in the City's capacity under this Agreement; or (iii) that is independently developed or

acquired by the City or the City's personnel without reliance in any way upon Confidential Information.

20.4 Injunctive Relief. The Parties agree that, upon any breach by the City of this Article 20, Savage will suffer irreparable harm. Therefore, Savage will be entitled to seek immediate injunctive relief from any court of competent jurisdiction upon any breach by the City of this Article 20, in addition to seeking damages or other appropriate relief.

20.5 Survival. This Article 20 will survive expiration or termination of this Agreement for the applicable statute of limitations.

21. Miscellaneous Provisions.

21.1 Notice. Any notice required or permitted by this Agreement must be in writing and delivered as follows, with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice must be sent to the following addresses or such other address as either party may specify in writing:

If to the City:

City of Davenport
Attention: City Manager
226 West 4th Street
City of Davenport, Iowa 52801

with a copy of all notices regarding breach, termination, or similar legal issues to:

Corporation Counsel
City of Davenport
226 West 4th Street
Davenport, IA 52801

If to Savage:

Savage Services Corporation
Attention: Rail Services Group Leader
901 West Legacy Center Way
Midvale, Utah 84047

with a copy of all notices regarding breach, termination, or similar legal issues to:

Savage Services Corporation
Attention: General Counsel
901 West Legacy Center Way
Midvale, Utah 84047

21.2 Governing Law. This Agreement will be governed by, and interpreted and construed in accordance with, the laws of the State of Iowa, without regard to the conflict of law provisions thereof.

21.3 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

21.4 **NO CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY, NOR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES WILL BE LIABLE TO THE OTHER PARTY (OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES OR EMPLOYEES) FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE (EXCLUDING GENERAL DAMAGES), INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE OF CAPITAL OR REVENUE UNDER ANY CIRCUMSTANCE (EVEN IF THAT PARTY HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES), WHETHER THE CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE UNDER THIS AGREEMENT.**

21.5 Captions. The Article and Section headings contained in this Agreement are used only as a matter of convenience and are neither to be considered a part of this Agreement nor to be used in determining the intent of the Parties.

21.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the Parties relating to the subject matter of this Agreement, but without prejudice as to any liability which may have accumulated thereunder. This Agreement may only be changed by mutual agreement of the Parties in writing.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the Parties have executed this Agreement as of the day and year first written above.

The City of Davenport

By:_____
Name:
Title:

Savage Services Corporation

By:_____
Name:
Title:

Exhibits

Exhibit 3 – Property
Exhibit 3.2 – Track to be used by Railroads
Exhibit 4 – Site Plan
Exhibit 6.3 – License Fee Increment Adjustment Procedure

Exhibit 3
Property

See attached

Exhibit 3.2
Track to be used by Railroad

See attached

Exhibit 4
Plans and Specifications

See attached

Exhibit 6.3
License Fee Increment Adjustment Procedure

1. Adjustment Index. During the Term, the License Fee Increments will be adjusted annually, beginning on the first day of the calendar month in which the first anniversary of the date of this Agreement falls, based upon changes in the Consumer Price Index-All Urban Consumers, U.S. city average, All items less food and energy, Not Seasonally Adjusted, (Series ID: CUUR0000SA0L1E), (the "Adjustment Index"), up to a maximum of three percent (3.0%) each year. The immediately preceding August index will be used for each annual adjustment. The base index value will be the August index of the previous year.

2. Method of Calculating Adjustment. The License Fee Increments will be increased or decreased by a "Fee Multiplier" determined by the division of the current Adjustment Index value by the base Adjustment Index value, provided that in no event will the Fee Multiplier exceed three percent (3%) for any given Contract Year. The Fee Multiplier will be rounded to three decimal places (one percentage decimal place). The adjusted License Fees are arrived at by multiplying the then current License Fees by the then current Fee Multiplier. The adjusted License Fees will be rounded to two decimal places. In no event shall the License Fee fall below the amount identified in Section 6.1 of the Agreement.

3. Discontinued or Suspended Index. If the Adjustment Index is discontinued or suspended, the Parties agree to negotiate, in good faith, for a suitable substitute.

Future/By Others -
Office & Sidewalk

STOP

ONLY

STOP

STOP

ONLY

NO PARKING

NO PARKING

ONLY

ONLY

NO PARKING

NO PARKING

NO PARKING

NORTH

0 30 60

HRGreen.com
HRGreen
86110082

TranSystems
401110038

LT LEON
ASSOCIATES·INC
018.001

Kaskaskia
Engineering Group, LLC
11-1016.01

GERE/DISMER
ARCHITECTS · LLC

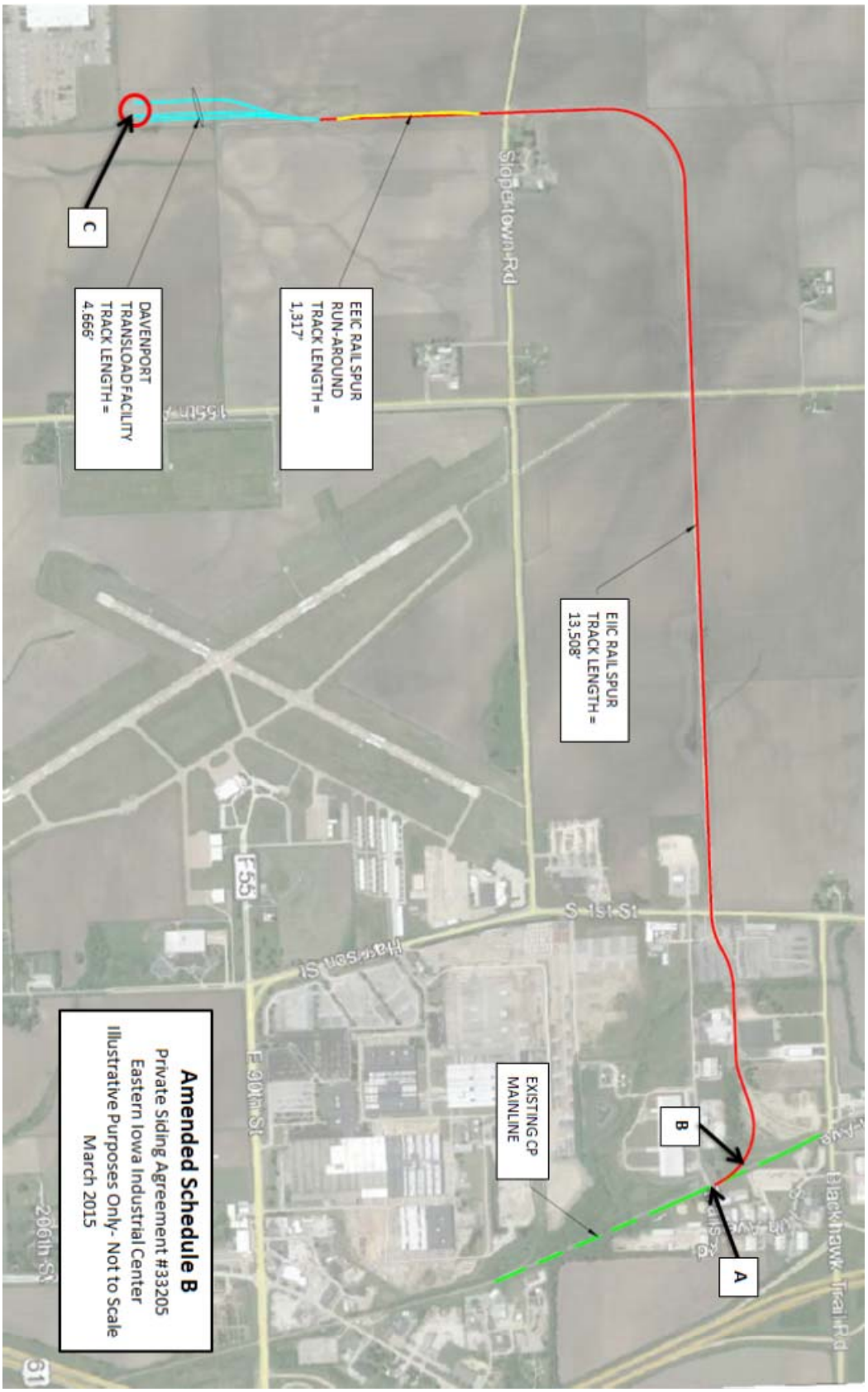
City of Davenport, Iowa
Engineering Division
1200 E. 46th Street
(563) 326-7729
Davenport, Iowa 52807
Fax (563) 327-5182

EASTERN IOWA INDUSTRIAL CENTER
DAVENPORT TRANSLOAD FACILITY

BOLLARDS

DESIGNED BY:	DATE: 3/20/2015 10:14:20 AM
DRAWN BY:	REVISED:
CHECKED BY:	
DWG.FILE: g:\CHI\0038\Rail\Exhibits\EX-23.dgn	
SCALE: H: 1"=30' (FULL SIZE)	SHEET NO.
CITY PROJECT NO.: 11-10325	EX-23

SCHEDULE "B"


C
DAVENPORT TRANSLOAD FACILITY TRACK LENGTH = 4,666'
EEIC RAIL SPUR RUN-AROUND TRACK LENGTH = 1,317'
EIC RAIL SPUR TRACK LENGTH = 13,508'
EXISTING CP MAINLINE
B
A
Slopertown Rd
S 1st St
Black Hawk Trail Rd
F55
F30
206th St
61
Amended Schedule B
Private Siding Agreement #33205
Eastern Iowa Industrial Center
Illustrative Purposes Only- Not to Scale
March 2015

RIVALDO FARMS, INC.

SELECT ACRES, LLC

DRAINAGEWAY

SPUR TRACK

SE ¼ SEC 28

SELECT
ACRES, LLC

390'

ELDON F. CURTIS

POTENTIAL PROPERTY LIMIT

PROPERTY ACQUISITION
(10.00 ACRES)

DETENTION PONDS

ACCESS ROAD

PROPERTY ACQUISITION
(3.44 ACRES)

POTENTIAL PROPERTY LIMIT

TRANSLOAD FACILITY

BLONG
TECH CENTER

GDRC

500'

PROPERTY ACQUISITION
(10.21 ACRES)

POTENTIAL PROPERTY LIMIT

NE ¼ SEC 33

HILLANDALE ROAD

OLD HILLANDALE ROAD

QCCD

RESEARCH PARKWAY

0 200 400 600
SCALE FEET

tegaskell
9:23:45 AM
11/10/2011
$FILE$

TRANSLOAD FACILITY

DAVENPORT, IOWA

EXHIBIT 07B
SURROUNDING PROPERTY

HRGreen

TranSystems

DATE: 11-10-11	DRAWING NUMBER:
DRAWN: TEG	EX-07B
CHECKED: JWC	SHEET 1 OF 1

City of Davenport

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

Action / Date
FIN9/21/2016

Subject:
Motion amending the management agreement between the City of Davenport and First Transit, Inc. to extend the term by six months to accommodate transferring management of the CitiBus system to MetroLINK. [All Wards]

Recommendation:
Approve the motion

Relationship to Goals:
Fiscal vitality and vibrant region

Background:
The City has utilized First Transit, Inc. to provide management services for CitiBus operations for the last 13 years. Recently, the City Council approved a motion directing staff to begin efforts to regionalize management as a step toward consolidation of transit systems in the Quad Cities. This amendment to the First Transit contract extends their contract by six months with a 60-day cancellation cause if the City and MetroLINK are able to come to agreement on a management service agreement prior to the end of the six-month period.

Under the terms of the amendment, the City would pay 3.25% more than the current monthly fee amount. The new monthly service fee amount will be $47,644.66.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	First Transit Service Agreement Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	9/16/2016 - 12:05 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/16/2016 - 12:07 PM
City Clerk	Holecek, Jackie	Approved	9/16/2016 - 12:08 PM

AMENDMENT TO MANAGEMENT AGREEMENT BETWEEN CITY OF DAVENPORT AND FIRST TRANSIT, INC.

WHEREAS, The City of Davenport and First Transit, Inc., (the "parties") entered into a Management Agreement of October 1, 2011 and ending September 30, 2014, with two additional one year terms ending September 30, 2016 (the "Agreement"); and

WHEREAS, The City of Davenport did issue a Request for Proposals for a five (5) year contract, for the management of CitiBus; and

WHEREAS, The City of Davenport is now holding preliminary discussions in regards to the potential of transferring CitiBus operations management to MetroLink; and

WHEREAS, The City of Davenport projects that it will take a minimum of six (6) months to research and develop the terms and conditions of an Agreement with the MetroLink system for the management of CitiBus Operations; and

WHEREAS, First Transit, Inc. will continue to provide daily management of CitiBus operations while the City of Davenport and MetroLink develop the terms and conditions of the management Agreement; and

WHEREAS, This Amendment to the Management Agreement between the City of Davenport and First Transit, Inc. may be cancelled upon sixty (60) days written notice of one party to the other; and

WHEREAS, the parties now agree to amend the Agreement as follows:

NOW THEREFORE, in consideration of the mutual covenants, promises and undertakings contained in the Contract, Proposal, and Amendments, the parties hereby agree to reaffirm the Agreement, amended as follows:

1. The existing management contract is hereby extended on a month-to-month basis, cancellable upon sixty (60) days written notice of one party to the other.

2. Further, the parties agree that should the City of Davenport transfer all dispatching responsibilities to MetroLink prior to the other day-to-day management responsibilities of the CitiBus Operation that the monthly fee shall decrease by $5,019 for each dispatcher position eliminated.

3. The parties agree that all terms and conditions of the October 1, 2011 Management Agreement and all amendments hereto shall remain in effect during the term of this extension. The Parties agree that the base monthly service fee amount for all services shall be $47,644.66. As mentioned in Section 2, each dispatcher position eliminated shall reduce the monthly service fee of $47,644.66 by $5,019.

This Amendment supersedes all oral negotiations and prior and contemporaneous writings with respect to the subject matter hereof and is intended by the parties as the final expression of the Agreement with respect to the terms and conditions set forth herein and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions, and provisions of this Amendment and those of any other agreement or instrument, the terms, conditions and provisions of this Amendment shall prevail.

Except as expressly modified, amended or supplemented herein, the Agreement is hereby reaffirmed and ratified by the parties in its entirety.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures as of the dates indicated below.

Attest:

_____

_____

City of Davenport, Iowa

By:

Name: _____

Title: _____

Date: _____

Attest:

_____

_____

First Transit, Inc.

By:

Name: _____

Title: _____

Date: _____

City of Davenport

Agenda Group: Finance
Department: Parks
Contact Info: Betsy Tubbs 888-2220
Wards: 3

Action / Date
FIN9/21/2016

Subject:
Motion awarding the procurement and installation of a new playground system at Herington Park to Cunningham Recreation of Ankeny, IA in the amount of $57,973.32. [Ward 3]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially responsible City government.

Background:
A Request for Proposals was issued on August 8, 2016 and was sent to 58 vendors. On September 2, 2016 the Purchasing Division received and opened seven proposals. Of the seven received, five submitted their drawings on time for evaluation.

The existing playground at Herington Park was installed in 1999 and the unit is overdue for a replacement. Herington Park is a neighborhood park that serves as home to the United Neighbors summer program and as a Davenport Schools summer meal site. The new unit will provide upgraded equipment and additional play value for our citizens. This project was voted on by the Parks Advisory Board as well as the City Council.

The proposals were evaluated on the following criteria: Play Opportunities - 50%; Site Compatibility - 20%; Accessibility - 15%; Cost Value - 15%.

The proposals were evaluated by Park staff and opinions were taken from citizens in the neighborhood. Cunningham Recreation was the highest ranked company and is recommended for the contract.

Funding for this project is from CIP 74036697-530350-64022 with an available amount of $85,000.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/15/2016 - 1:51 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 1:51 PM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 2:45 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR PROPOSALS RESPONDENTS

DESCRIPTION: HERINGTON PARK PLAYGROUND

RFP NUMBER: 17-15

OPENING DATE: SEPTEMBER 2, 2016

RECOMMENDATION: AWARD THE CONTRACT TO CUNNINGHAM RECREATION OF ANKENY, IA

VENDOR NAME	LOCATION
CUNNINGHAM RECREATION	**ANKENY, IA**
ABC CREATIVE	URBANDALE, IA
ALL INCLUSIVE REC LLC	FARMINGTON, MO
BOLAND RECREATION, INC	MARSHALLTOWN, IA
BOX ELDER VALLEY, INC	ELKHORN, NE
FRY & ASSOCIATION, INC	NORTH KANSAS CITY, MO
PLAY AND PARK STRUCTURES	ANKENY, IA

Prepared By Cindy Whitaker
Purchasing

Approved By
Department Director

Approved By Brandi Coey
Budget/CIP

Approved By
Finance Director

City of Davenport

Agenda Group: Finance
Department: Parks
Contact Info: Betsy Tubbs 888-2220
Wards: 8

Action / Date
FIN9/21/2016

Subject:
Motion awarding the procurement and installation of a new playground system at Ridgeview Park to Cunningham Recreation of Ankeny, IA in the amount of $60,838.35. [Ward 8]

Recommendation:
Award the motion.

Relationship to Goals:
Financially Responsible City government.

Background:
A Request for Proposals was issued on August 8, 2016 and was sent to 58 vendors. On September 2, 2016 the Purchasing Division received and opened seven proposals. Of the seven received, five submitted their drawings on time for evaluation.

The proposals were evaluated on the following criteria: Play Opportunities - 50%; Site Compatibility - 20%; Accessibility - 15%; Cost Value - 15%.

The existing playground at Ridgeview Park was installed in 1993. It is overdue for replacement. The new unit will provide upgraded equipment and more play value than the current unit. Ridgeview Park is a heavily used neighborhood park that also houses four youth baseball fields.

The proposals were evaluated Park staff and opinions were taken from citizens in the neighborhood. Cunningham Recreation was the highest ranked company and is recommended for the contract.

Funding for this project is from CIP 74036697-530350-64022 with an available amount of $85,000.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	RFP Respondents
🗋	Backup Material	RFP Respondents
🗋	Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/15/2016 - 1:52 PM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 1:52 PM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 2:45 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR PROPOSALS RESPONDENTS

DESCRIPTION: RIDGEVIEW PARK PLAYGROUND

RFP NUMBER: 17-17

OPENING DATE: SEPTEMBER 2, 2016

RECOMMENDATION: AWARD THE CONTRACT TO CUNNINGHAM RECREATION OF ANKENY, IA

VENDOR NAME	LOCATION
CUNNINGHAM RECREATION	**ANKENY, IA**
ABC CREATIVE	URBANDALE, IA
ALL INCLUSIVE REC LLC	FARMINGTON, MO
BOLAND RECREATION, INC	MARSHALLTOWN, IA
BOX ELDER VALLEY, INC	ELKHORN, NE
FRY & ASSOCIATION, INC	NORTH KANSAS CITY, MO
PLAY AND PARK STRUCTURES	ANKENY, IA

Prepared By Cindy Whitaker
Purchasing

Approved By
Department Director

Approved By Brian Cox
Budget/CIP

Approved By
Finance Director

CITY OF DAVENPORT, IOWA
REQUEST FOR PROPOSALS RESPONDENTS

DESCRIPTION: RIDGEVIEW PARK PLAYGROUND

RFP NUMBER: 17-17

OPENING DATE: SEPTEMBER 2, 2016

RECOMMENDATION: AWARD THE CONTRACT TO CUNNINGHAM RECREATION OF ANKENY, IA

VENDOR NAME	LOCATION
CUNNINGHAM RECREATION	**ANKENY, IA**
ABC CREATIVE	URBANDALE, IA
ALL INCLUSIVE REC LLC	FARMINGTON, MO
BOLAND RECREATION, INC	MARSHALLTOWN, IA
BOX ELDER VALLEY, INC	ELKHORN, NE
FRY & ASSOCIATION, INC	NORTH KANSAS CITY, MO
PLAY AND PARK STRUCTURES	ANKENY, IA

Prepared By Cindy Whitaker
Purchasing

Approved By
Department Director

Approved By Brian Cox
Budget/CIP

Approved By
Finance Director

CITY OF DAVENPORT, IOWA
REQUEST FOR PROPOSALS RESPONDENTS

DESCRIPTION: RIDGEVIEW PARK PLAYGROUND

RFP NUMBER: 17-17

OPENING DATE: SEPTEMBER 2, 2016

RECOMMENDATION: AWARD THE CONTRACT TO CUNNINGHAM RECREATION OF ANKENY, IA

VENDOR NAME	LOCATION
CUNNINGHAM RECREATION	**ANKENY, IA**
ABC CREATIVE	URBANDALE, IA
ALL INCLUSIVE REC LLC	FARMINGTON, MO
BOLAND RECREATION, INC	MARSHALLTOWN, IA
BOX ELDER VALLEY, INC	ELKHORN, NE
FRY & ASSOCIATION, INC	NORTH KANSAS CITY, MO
PLAY AND PARK STRUCTURES	ANKENY, IA

Prepared By Cindy Whitaker
Purchasing

Approved By
Department Director

Approved By Brian Cox
Budget/CIP

Approved By
Finance Director

City of Davenport

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

Action / Date
FIN9/21/2016

Subject:
1. Johnson Contracting Co. - Install new water heater at Police Station - Amount: $11,931.
2. LabWorks - Annual software support at WPCP - Amount: $12,249
3. TransIowa Equipment, Inc. - TV camera/wheels for Sewer Division - Amount: $13,823
4. Physio-Control, Inc. - Defibrillator and Lucas maintenance agreement - Amount: $28,850
5. Clearspan Fabric Structures, Inc. - Fabric structure for salt storage - Amount: $31,600
6. Johnson Contracting Co. - Replace HVAC units at Freight House - Amount: $33,633
7. Communications Engineering, Inc. - Annual radio system maintenance at PW - Amount: $35,874

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	9/15/2016 - 10:21 AM
Finance Committee	Watson-Arnould, Kathe	Approved	9/15/2016 - 10:21 AM
City Clerk	Holecek, Jackie	Approved	9/15/2016 - 10:57 AM