

COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Wednesday, August 5, 2015; 5:30 PM

Council Chambers, City Hall

REVISED August 4, 2015

- 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 property located at 501 Brady for the 501 Brady project (Newbury Living, petitioner). [Ward 3]
 - B. Public Works
 - 1. Public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the East 6th Street Redevelopment – Infrastructure Project, funded through account 54551044 520258 BG250. [Ward 3]
- VII. Presentations
 - A. Overdose & Prevention Awareness, Kim Brown
 - B. Single Stream Recycling
 - C. Report of the Mayor's Compensation Committee
- VIII. Petitions and Communications from Council Members and the Mayor
- IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Bill Boom, Chairman; Jason Gordon, Vice Chairman

I. COMMUNITY DEVELOPMENT

- 1. Resolution of support for Strategic Behavioral Health, LLC to construct a 72 bed psychiatric hospital in Scott County, Iowa. [All Wards]
- 2. Resolution approving Case No. F15-11 being the final plat for a four (4) lot subdivision (Fennelly's North Utah Addition). [1st Ward]
- 3. Resolution approving Case No. F15-14, the final plat of Crow Valley Plaza Ninth Addition, containing one commercial lot. [6th Ward]
- 4. Resolution approving Case No. F15-13 being the final plat for a two (2) lot subdivision (Newbury Living Addition). [3rd Ward]
- 5. Resolution approving a development agreement for the 501 Brady Project with developer 501 Brady Associates, L.P. (Newbury Living). [Ward 3]
- 6. Resolution approving the conveyance of property located at 501 Brady for the 501 Brady project (Newbury Living or their assignee, 501 Brady Associates, L.P., petitioner). [Ward 3]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Mike Matson, Chairman; Kerri Tompkins, Vice Chairman

III. PUBLIC SAFETY

1. Second Consideration: Ordinance amending Schedule VIII of Chapter 10.96 entitled "30-Minute Parking" by adding Bridge Avenue along the frontage of 1112 Bridge Avenue. [Ward 5]
2. Resolution closing various street(s), lane(s) and public grounds on the listed date(s) to hold outdoor events.
3. Motion approving noise variance requests for various events on the listed dates at the listed times.

Delta Sigma Chi, Palmer Homecoming, August 13, 14, 15, 1208 Main Street, 7:00 PM - Midnight, Over 60 dBA

Hawkeye Tap, Outdoor Band, August 15, 4646 Cheyenne Street, 6:00 PM - 10:00 pm, Over 50 dBA

Live Uncommon Summer Series Finale, September 4-5, 2nd Street between Brady and Harrison Streets, September 4th at 8:00 PM to September 5th at 11:00 PM, Over 50 dBa

We Care 2015 Fundraiser, Mary's on 2nd, September 11-12, 2nd Street between Warren and Brown Streets, September 11th at Noon to September 12th at Midnight, Over 50 dBA

4. Motion approving beer and liquor license applications.

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

Ward 1

Roadrunners Roadhouse (JW's First and Last Lap Inc.) - 3803 Rockingham Rd - Outdoor Area August 22, 2015 - License Type: C Liquor

Ward 3

Quad Cities Fall Pride (Andrew Glasscock) - 400 Biederbeck Dr.- Outdoor Area September 25-26, 2015 - License Type: C Liquor

Ward 8

Kelly's Irish Pub and Eatery (Kelly's QCA Inc.) - 2222 East 53rd St. Units 9/10/11 - Outdoor Area August 21-23, 2015 - License Type: C Liquor

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

Ward 3

Barrel House 211 (Barrel House 211 LLC) - 207-211 East 2nd St - Outdoor Area - License Type: C Liquor

Ward 7

The Filling Station (Bar Management LLC) - 305 East 35th St. - 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 construction of the LeClaire Park/Freight House Exterior Power Upgrades completed by Tri-City Electric of Davenport, IA, CIP Project #'s 10779 and 10117. [Ward 3]
2. Resolution of acceptance for the construction of the Freight House North Facade Beautification completed by Valley Construction of Rock Island, IL, CIP Project #10139. [Ward 3]
3. Resolution to approve purchase agreements for the acquisition of right of way and easements for the Veterans

Memorial Parkway Project (I-74 to Utica Ridge Rd. The purchase price is \$800,000 and budgeted in CIP Project #10556. [Ward 6]

4. Resolution approving the Cooperative Agreement with the Iowa Department of Transportation for the resurfacing of Harrison Street from 12th Street to River Drive. [Wards 3 & 4]
5. Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the East 6th Street Redevelopment – Infrastructure Project, funded through account 54551044 520258 BG250. [Ward 3]
6. Resolution approving Change Order Number 3 to the the FY2015/2016 Contract Sewer Repair Program with Hagerty Earthworks, LLC in the amount of \$100,000.00. CIP project #10533. [All Wards]
7. Resolution approving Change Order Number 2 to the the FY2015/2016 Contract Sewer Repair Program with Hometown Plumbing & Heating Co. in the amount of \$100,000.00. CIP project #10533. [All Wards]
8. Resolution approving the acceptance of a contract between the City of Davenport and the State of Iowa Department of Transportation for a RISE Grant that would contribute approximately \$3,014,687 to pave Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge. [Ward 6]
9. Motion to award a contract to four contractors for the FY16 Sewer Lateral Repair Program in the amount of \$1,000,000. [All Wards]
10. Motion awarding a contract for sanitary sewer rehabilitation and replacement to Front Range Environmental, LLC of McHenry, IL in the amount of \$1,473,922.50. [All Wards]
11. Motion awarding a contract for general street resurfacing to Langman Construction of Rock Island, IL in the amount of \$1,180,007.86. [Wards 4 & 5]
12. Motion approving three farm leases for 5 years each, 2016-2020, at the Davenport Municipal Airport. [Ward 8]
13. Motion of Acceptance for the Runway 3/21 Reconstruction Project (CIP Project #10262) at the Davenport Municipal Airport in the amount of \$6,098,767. [Ward 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Jeff Justin, Chairman; Bill Edmond, Vice Chairman

VII. FINANCE

1. Resolution authorizing the Mayor to execute the QCIC Net Governance Agreement.
2. Motion approving a temporary appointment letter with Corrin Spiegel while she serves as Interim City Administrator. [All Wards]
3. Motion accepting the future bequest of Patricia J. Slobojan to fund lighting, sidewalk, and curb repair projects in the Gold Coast Area. [Ward 3]
4. Motion authorizing staff to issue a Request for Proposals related to the future commercial reuse/redevelopment of the area in the vicinity of the Skybridge and the former Dock Restaurant/American Leagion site. [Ward 3]
5. Motion awarding a contract for asphalt oils to Flint Hills Resources, LP of Dubuque, IA. [All Wards]
6. Motion awarding a contract for hot asphalt mix to McCarthy Improvement Company of Davenport. [All Wards]

VIII. Motion recommending discussion or consent for Finance items

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

1. Johnson Contracting Co. - Emergency repair of chiller compressor at Rivers Edge - Amount: \$47,477
2. Alliance Technology Group - Pure Storage annual maintenance - Amount: \$36,900
3. Zoll Data Systems - Fire RMS annual maintenance - Amount: \$13,411

XI. Other Ordinances, Resolutions and Motions

XII. Public with Business

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: Committee of the Whole
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
COW8/5/2015

Subject:

Public Hearing on the proposed conveyance of property located at 501 Brady for the 501 Brady project (Newbury Living, petitioner). [Ward 3]

Recommendation:

Hold the public hearing.

Relationship to Goals:

Neighborhood improvements

Background:

Earlier this year, the City Council approved the conveyance of the entire half block at the NE corner of 5th and Brady for the 501 Brady project. However, the actual transfer of the property has not yet occurred.

The proposed project consists of 24 new housing units as well as an interpretive center for Martin Luther King, Jr. As the project analysis progressed, it was determined that for financing purposes, it is appropriate for the developer to only acquire roughly 2/3 of the previously approved conveyance.

In order to comply with State code, it is necessary to conduct a public hearing on the proposed conveyance of this slightly smaller portion of the block.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 1:58 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 1:59 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:45 PM

City of Davenport

Agenda Group: Public Works
Department: Engineering/CPED
Contact Info: Lesley Eastlick; (563) 326-7729
Wards: 3

Action / Date
PW8/5/2015

Subject:

Public hearing on the Plans, Specifications, Form of Contract and Estimate of Cost for the East 6th Street Redevelopment – Infrastructure Project, funded through account 54551044 520258 BG250. [Ward 3]

Recommendation:

Hold the hearing.

Relationship to Goals:

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

Background:

This project repairs existing and installs new sidewalk, curb and gutters, and updates ramps for ADA compliance.

This program is a combined effort by CPED and the Engineering Division by using Community Development Block Grant Funds (CDBG).

Design and construction management of the project will be done by the Engineering Department with input from CPED.

The project letting is proposed for September 30th, 2015.

Funds for the East 6th Street Redevelopment – Infrastructure Project are budgeted at \$400,000 with CDBG funds in account 54551044 520258 BG250.

ATTACHMENTS:

Type	Description
☐ Backup Material	Notice of Hearing
☐ Backup Material	PW_RES_6th Street Map
☐ Backup Material	Sect. I Supplemental
☐ Backup Material	Sect. II Item Specific

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 10:55 AM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:26 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:45 PM

Notice of Hearing
on Proposed Plans, Specifications and Proposed Contract for the
East 6th Street Redevelopment – Infrastructure Project

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

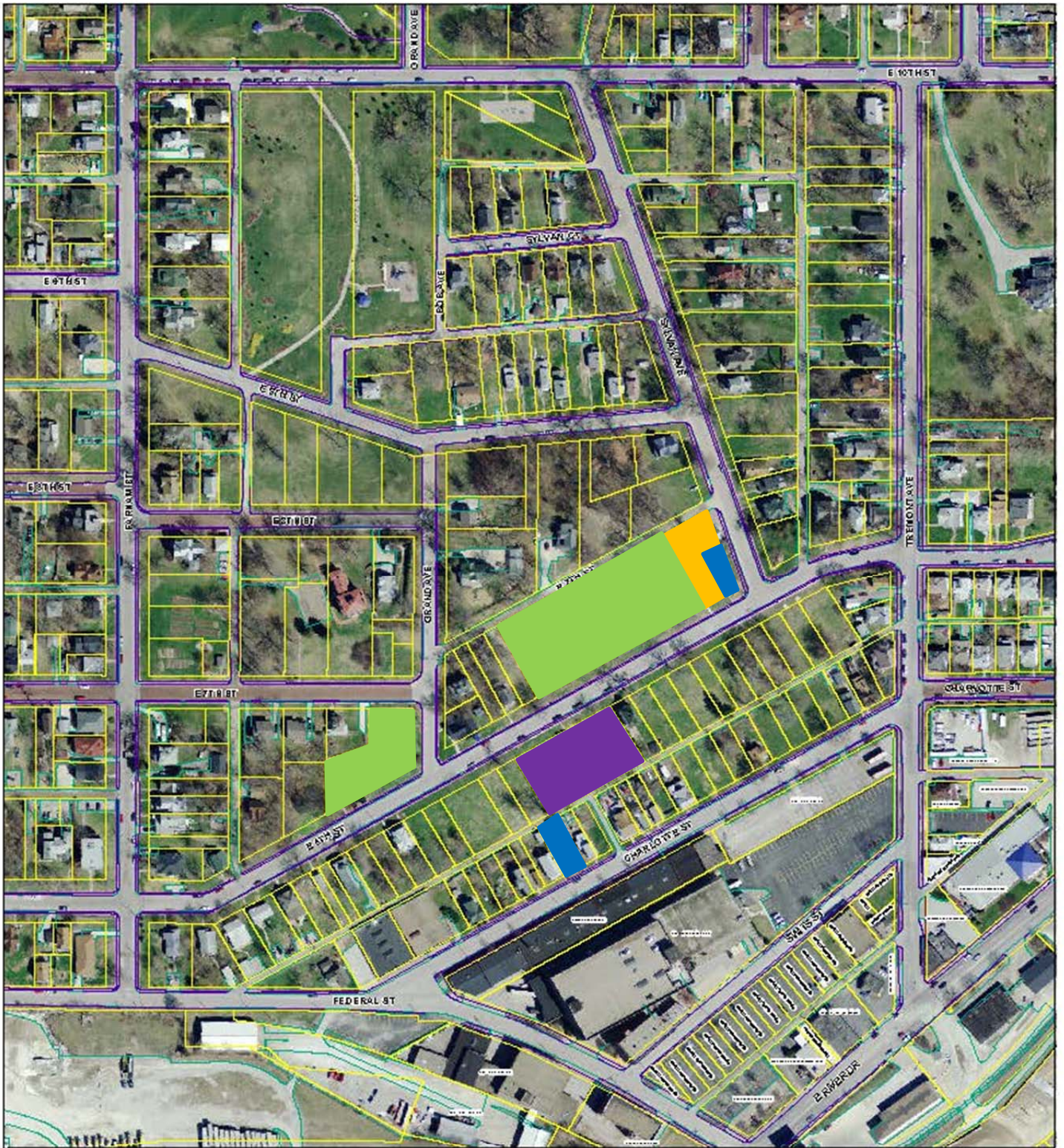
At said hearing, any interested person may file written objection or comments with respect to the proposed plans, specifications, form of contract or cost of and necessity for such improvements and may be heard orally with respect thereto.

Jackie E. Holecek,
Deputy City Clerk

Davenport, Iowa
July 27, 2015

Publish once July 30, 2015

QUAD-CITY TIMES



East 6th Street Redevelopment Area

New Single Family Construction Underway

Future Site of New Single Family Construction

Demolition Complete

Demolition Pending

SPECIAL PROVISIONS

SECTION I

SUPPLEMENTAL SPECIFICATIONS

1. **Project Manager**

The City Engineer or his designated representative shall be the Project Manager

2. **Scope of Work and Scheduling**

The quantities herein represent the Project Manager's estimate of the amount of work to be completed. They will not necessarily be matched with those quantities of the final actual work done.

The contractor shall begin construction on or before the date specified in the Notice to Proceed, and complete all work, including final cleanup and removal of all equipment within 50 working days.

It is anticipated that the Notice to Proceed will be issued with a starting date of approximately October 30th, 2015

All work and the charging of working days shall be suspended on November 29, 2015. The contractor shall resume construction on or before the date specified in a Notice to Resume Work, around March 14, 2016. Liquidated damages in the amount of \$500 per day will be paid to the City for each working day that the work is not completed beyond the 50 working day period.

3. **Monthly Progress Payments**

Monthly Progress payments initiated by the Project Manager will be made under this contract. Procedures will be followed as outlined in Section 9 of the General Conditions of the City of Davenport's Standard Specifications.

All approved monthly progress payments will have five percent (5%) retained.

4. **Project Engineering, Inspection, and Surveying**

The City will provide the necessary engineering, inspection, surveying, plans, etc., as are required, except as otherwise stated elsewhere in this document. Normally, the contractor shall be required to layout the walk and curb as directed by the City's representative. It is required that a City inspector be used on this project to ensure compliance to the specifications or other directives issued. The Contractor shall give three (3) days' notice to the Chief Construction Inspector of the date and location of commencement of work so that an inspector can be available. The City shall be responsible for providing all labor, materials (other than concrete), and equipment for the casting of concrete cylinders, delivery, and testing. The Contractor shall be cooperative in allowing the City to obtain concrete at the time of pours. The City will cast cylinders at the quantity and frequency as determined by the City of Davenport Standard Specifications or by the inspector.

No concrete shall be placed until the sidewalk inspector has made an inspection of forms, subgrade, etc. It shall be the contractor's responsibility to inform the inspector when forms are in place and the work is ready for inspection. Payment for work will not be made until a final inspection has been made checking backfill, cure, finish, workmanship, etc.

5. Waste Sites and Salvage

Surplus excavated material such as rock, broken concrete and similar materials shall become the property of the contractor to be 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.

6. Davis-Bacon Wages

Notice is given that prevailing wage rates set forth by Davis-Bacon Act will be followed for this contract.

7. Working Area

Work shall be confined to the street right-of-way, easements and City-owned land, as may be indicated on plans. The Contractor shall not unnecessarily encroach onto private property without express permission from the adjacent property owners. The work shall be conducted in such a manner as to minimize any and all damage. Under this contract, storage of materials and equipment shall be within City ROW. All areas disturbed by the Contractor beyond the limits of construction shall be restored at the Contractor's expense and to the satisfaction of the adjacent property owners and the City.

8. Utilities

The Contractor shall be responsible for ascertaining the exact location of all utilities and services from the utility companies before starting construction and coordinating all construction activities with the utility companies as may be necessary. All utilities shall remain in service during construction, unless authorization has been obtained 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 gas valves, gas markers and telephone pedestals shall be coordinated with the appropriate utility company. It shall be the Contractor's responsibility to notify and coordinate with the Utility Companies.

A. Field Location

Utility Location Service (Iowa One Call) (800) 292-8989

MidAmerican Energy
Qwest
Mediacom
Iowa-American Water Co.
City of Davenport

B. Administration

Name/ Address of Utility

Type

MidAmerican Energy
106 E. 2nd Street
Davenport, IA 52801

Gas: Rod Hawk
(309) 793-3760

Electric: Karl Derrick
(309) 793-3896

Century Link
3908 Utica Ridge Road
Bettendorf, IA 52722

Telephone: Antonio Glessnar
(563) 355-6402

Mediacom
3900 26th Avenue
Moline, IL 61265

Cable T.V.: John Smith
(309) 743-4735
(800) 824-6047 (Repairs)

Iowa American Water Co.
5201 Grand Avenue
Davenport, IA 52805

Water: Julie Dubois
(563) 468-9222

Paetec
1 Martha's Way
Hiawatha, Iowa 52233

Mike Braughton
(319) 533-3218

City of Davenport
1200 E. 46th Street
Davenport, Iowa 52807

Engineering: Brian Schadt
(563) 326-7729
Natural Resources: Brian Stineman
(563) 888-2173

9. City Signs

The Contractor shall be responsible for providing a 24 hour notice to the City Traffic Engineering Division of any street name signs or traffic control signs that will conflict with construction operations. The City shall remove, collect and store said signs until construction operations are complete, at which time the City will replace them. The Contractor shall not remove any regulatory traffic signs without the consent of the Traffic Engineer or his authorized representative. The Contractor may request removal of such signs or provide notice of conflicts by calling the City's Signs and Markings Supervisor at 563-326-7870.

Without proper notification the Contractor shall be responsible for the cost associated with the replacement of City signs.

10. 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.
11. Construction Staking by City
Not applicable to this contract.
12. Cleanup During Project
The contractor shall be responsible to wash out vehicles at appropriate areas within the site in order to prevent tracking of material outside the project limits or discharge of contaminants into the City storm sewer system. The contractor shall prevent water from concrete truck washouts or wet sawing of pavement from entering waterways or storm sewer inlets by using, as is necessary, portable and disposable concrete washout containment systems, and may need to further protect storm sewer inlets by means of sediment filter tubes, inlet protection devices, or other approved products that comply with standard industry practice. Costs associated with providing concrete washout or wet sawing protection devices shall be considered incidental to all contract items. If necessary, the contractor shall periodically sweep any tracked material, dried washout or wet saw residue, or other construction debris out of the street, at no cost to the City of Davenport.
13. Permits
Permits will be issued at the time the contractor is ordered to do projects. There will be no charge to the contractor for the permits. Property owners will be charged directly by the City for permits.
14. Contractor's Name Plate Stamp
All contractors must have a current, dated name plate stamp, and stamp their work in accordance with City specifications. If work is not properly stamped, the contractor shall remove the appropriate slab of sidewalk, re-pour it and stamp it.
15. Barricades
All job sites are to be protected by lighted barricades. The City reserves the right to place barricades at the contractor's unprotected (or inadequately protected) work areas and charge the contractor for the expenses incurred.
16. Traffic Control
The contractor shall establish and maintain appropriate traffic control in accordance with Iowa D.O.T. Specifications (RS Series), MUTCD, and OSHA regulations, or as directed by the City Traffic Engineer. The cost of traffic control shall be incidental to all contract items.
17. Final Cleanup
Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable

condition. The Contractor shall not make agreements which allow salvaged or unused material to remain on private property within view of a road.

All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area. All material removed from the work site due to final cleaning shall become the property of the Contractor.

Final cleanup shall be subject to approval of the Engineer and in accordance with applicable regulations.

SPECIAL PROVISIONS

SECTION II

A. General Governing Specifications

The Standard Specifications, Engineering Division of the Public Works Department, City of Davenport, Series of 1999, and current addenda thereto (herein referred to as the “City specifications”) shall govern the construction of the work on this project, except as modified herein.

B. Specific Item Information

Bid Item Nos. 1& 31 – Sidewalk Construction, 4”

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to construct 4-inch and 6-inch thick sidewalk in accordance with City Standard Specifications and these special provisions. This item shall include all normal work associated with constructing sidewalk and seeding all disturbed areas in the boulevard and property side of the walk with grass seed. The area to be seeded shall be graded flush with the top of curb and sidewalk and shall be free from stones, debris and broken concrete. Backfill material shall consist of topsoil and shall be suitably compacted to prevent settlement. This seeding is meant to cover minimally disturbed areas up to 3 feet on each side of the sidewalk. Seeding may be accomplished by hand-distributing a blend of Kentucky bluegrass/fescue/perennial rye. Disturbed areas greater than 3 feet in width will be seeded, sodded or have erosion mat placed under the appropriate bid item. Sidewalks constructed in downtown or other areas may be required to exhibit a “picture frame” finish; such a finish shall be an incidental cost to this item. If sidewalks are constructed directly behind the curb as in downtown areas, and signs or parking meters need to be reinstalled at certain areas, the contractor shall appropriately sleeve the area in accordance with the instructions of the City traffic engineer. Any sleeves necessary will be supplied by the City, and the contractor shall be responsible for installing them as an incidental cost to sidewalk construction. The contractor will not be allowed to core the area in lieu of using a sleeve. The adjustment to grade of utility shutoff boxes and electrical hand holes shall be considered an incidental cost to this item. 4” walk shall also cover the construction of steps abutting the city sidewalk, up to a maximum of three (3) steps with a width of six (6) feet or less. Payment will be made based on the combined area, in square feet, of the horizontal and vertical surfaces of the steps but excluding the sides. Steps greater than three in number or wider than six feet shall be paid for as extra work.

Bid Item No. 2 – Sidewalk Removal

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to remove sidewalk or pedestrian curb ramps in accordance with City Standard Specifications and these special provisions. Thickness of existing sidewalk areas may vary, but are generally expected to be 4 inches. Removal of existing sidewalk within a driveway approach area and of approach thickness shall be paid for under Item No. 10. Saw cuts required to prevent damage to adjacent sidewalk or to provide a smooth edge for the placement of expansion material shall be considered an incidental cost to this item.

This item shall also cover the removal of steps. Payment will be made based on the combined area of the horizontal and vertical surfaces of the steps, excluding the sides. Steps greater than three in number or wider than six feet shall be paid for as extra work.

Bid Item Nos. 3, 4, & 5 – ADA Pedestrian Curb Ramp, Thickness Per Item

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to construct ADA pedestrian curb ramps constructed 6 inches, 8 inches or 10 inches thick, as identified by the particular item, in accordance with City Standard Specifications and these special provisions. The cost of each item shall include all normal costs associated with sidewalks and associated backfill and grass seeding, similarly as described under Item No. 1. Thickness of a particular ramp shall be determined by the Engineer or sidewalk inspector. Installation of associated detectable warning surfaces shall be paid for under Item No. 6. ADA ramps constructed in downtown or other areas may be required to exhibit a “picture frame” finish; such a finish shall be an incidental cost to this item. The adjustment to grade of utility shutoff boxes and electrical hand holes shall be considered an incidental cost to this item.

ADA accessible ramps shall be constructed in conformance with the Accessibility Standards outlined in the Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011) and the Statewide Urban Design and Specifications 2014 Edition or latest version as applicable.

Bid Item No. 6 – Detectable Warning Surface

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to furnish and install detectable warning surfaces in accordance with City Standard Specifications. Detectable warning surfaces shall be Armor-Tile cast-in-place (safety red) or approved equal.

Bid Item No. 7 – Construct Concrete Boulevard, 10”

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to construct 10-inch thick, 4000 psi, City Standard P.C. concrete boulevard insert sections at high traffic corner areas where the existing boulevard may be damaged or rutted by vehicles. Areas to be constructed shall be determined by the Engineer or his representative. This item shall include the cost of all excavation operations at the area (except that covered by Item No. 8) and subgrade preparation. Any cost of jointing required (tooled and sawn to a minimum depth of 2.5 inches) shall also be included.

Bid Item No. 8 – Remove Boulevard Pavement Material

Bid price shall be per square foot and shall include all and shall include all labor, materials and equipment necessary to remove and dispose of pavement materials that may exist in the boulevard area to be repaired. This item shall cover asphaltic material or PCC of any thickness encountered. Bricks encountered of non-paver quality may be disposed of. Paver-quality bricks shall be removed and salvaged, and this cost shall be covered by Item No. 16. Saw cutting may be required, as an incidental cost, in order to isolate and loosen the perimeter areas and especially to produce clean limit lines.

Bid Item No. 9 – Driveway Approach and Sidewalk, 7”

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to construct driveway approaches and associated sidewalk through driveways and other locations designated by the City’s representative where it is deemed desirable to have thicker sidewalk, in accordance with City Standard Specifications and these special provisions. This work shall include all of the excavation, subgrade preparation and backfill as is required for any new pavement, plus seeding of the area disturbed. All construction in driveways shall incorporate the use of a 72-hour concrete mix as described in the City of Davenport Standard Specifications and conform to the appropriate standard drawings. The cost for the use of such a mix shall be incidental to this bid item. Disturbed areas in the boulevard shall be graded flush with the top of curb before seeding. Backfill material shall be suitably compacted to prevent settlement. Cost to repair small areas of the street adjacent the curb or curb and gutter shall be included in the cost of the item constructed.

Bid Item No. 10 – Driveway Approach Removal

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to remove driveway approach and driveway areas as necessary in accordance with City Standard Specifications and these special provisions. Removal of approaches and driveways shall be in accordance with the same general requirements specified for removal of the sidewalks. All thicknesses encountered are to be removed as part of this bid item. Approaches to be removed are generally expected to be 6 inches thick with wire mesh or 7 inches thick plain concrete. Occasionally, approaches are thicker, but such situations are rare. Portions of approaches that extend into street pavement areas may also be thicker than normal for approaches and likely match the thickness of the street. Removal of asphalt material over PCC areas shall be considered incidental to the price of this item. Removal of full-depth asphalt areas shall also be considered incidental to the bid item. Full-depth saw cuts are encouraged at non-cracked joints, especially if partial removal of approaches is necessary. Breakouts beyond the saw cut or removal lines shall be repaired at the contractor’s expense. Any saw cuts required, partial- or full-depth shall be considered incidental to this item.

Bid Item Nos. 11 & 13 – Straight Curb or Curb-and-Gutter, Construct

Bid price shall be per linear foot and shall include all labor, materials and equipment necessary to construct straight curb or curb-and- gutter sections in accordance with City Standard Specifications and these special provisions. The cost of each item shall include subgrade preparation and backfill work that is normally associated with new pavement construction. Additionally, this item shall include seeding of the disturbed area to the near sidewalk edge. Construction shall incorporate the normal street paving PCC mix. Curb or curb-and-gutter sections constructed through a driveway approach shall incorporate the use of a 72-hour concrete mix as described in the City of Davenport Standard Specifications, the cost of which shall be considered incidental to the bid item. Disturbed areas in the boulevard shall be backfilled (topped with a minimum of 4 inches of topsoil), **mechanically compacted** and graded flush with the top of curb before seeding. Seeding may be accomplished by hand-distributing a blend of Kentucky bluegrass/fescue/perennial rye. Cost to repair small areas of the street adjacent the curb or curb-and gutter shall be

included in the cost of the item constructed. These street repairs shall be accomplished with the same materials as existing. Breakouts beyond the saw cut or removal line shall be repaired at the contractor's expense.

Bid Item Nos. 12 & 14 – Straight Curb or Curb-and Gutter, Remove

Bid price shall be per linear foot and shall include all labor, materials and equipment necessary to remove straight curb or curb and gutter sections in accordance with City Standard Specifications and these special provisions. Generally, straight curb encountered will conform to the City's normal straight curbing, unless it consists of the older limestone. Curb-and-gutter sections to be removed are expected to normally conform to City standard curb and gutter. Full-depth saw cuts shall be required at removal limits, unless the limit has a gapped joint with no or broken reinforcing. Any full-depth saw cuts required shall be considered to be an incidental cost to each item. The City will not be responsible for the cost of removing or replacing additional length due to the contractor's carelessness. Removal work shall conform to the requirements for City specification PCC full-depth repairs, including saw cutting of these asphalt layers in the street area. An incidental cost of these items shall be removal of adjacent small areas of street pavement which necessarily occurs during the removal process.

Bid Item No. 15 – Pavement Removal

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to remove pavement beyond the normal limits in accordance with City Standard Specifications and these special provisions. This item is to cover the cost of removing extra street paving, if it is desired due to discovered deterioration, drainage, or rideability problems. This item shall cover any thickness encountered. The cost of full-depth saw cuts as necessary shall be incidental to the item. Pavement replacement that can not be considered curb-and-gutter construction will be handled by City forces. This item will not cover any pavement that must be removed (and replaced) due to the contractor's carelessness.

Bid Item No. 16 – Brick Work and Salvaging

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to carefully remove brick pavers that may be encountered in street pavement areas during street paving removal operations and salvage such bricks. Brick work includes ensuring and preparing good edges to match into areas where existing bricks are to remain, including removing loose material (including the smaller pieces of broken bricks), and replacing bricks where necessary. Salvaging shall include separating the bricks, including large and possibly usable brick pieces, from other construction debris, but detailed cleaning of each individual brick will not be required. Salvaging shall also include transporting and delivering the separated bricks to the City's storage site, where and as directed by City personnel.

Bid Item No. 17 – HMA, 2" Thick Minimum

Bid price shall be per square foot and shall include all labor, materials and equipment necessary to furnish, place and compact hot mix asphalt (HMA), a minimum total thickness of two inches, along curbs or walks or in streets in accordance with City Standard Specifications and these special provisions. The City sidewalk inspector shall

direct the contractor as to where asphalt is required. A tack coat shall be used on the surface receiving the mix, after the surface has been thoroughly cleaned by brooming, air blast or water blast (and allowed to dry). HMA shall be of an approved commercial mix.

Bid Item No. 18 – Manhole Adjustment

Bid price shall be per each manhole casting adjusted to proper grade within or near sidewalk areas, due to the sidewalk or paving work, in accordance with City Standard Specifications and these special provisions. This item shall include all work and materials required to raise or lower the casting a maximum of one foot. Larger adjustments will be paid for as extra work or be completed by City crews.

Bid Item Nos. 19 & 20 – Single and Double Catch Basin Adjustment

Bid price shall be per each single or double City catch basin, per the item, adjusted to proper grade in accordance with City Standard Specifications and these special provisions. These items shall include all work and materials required to make the needed adjustment of the casting. Such work shall include, but may not be limited to, removal and subsequent replacement of PCC concrete within the surrounding existing blackout, including adding up to 6 more inches in any horizontal dimension around the existing blackout area, if deemed by the sidewalk inspector to be necessary for grade purposes. This work shall also include the cost of any full-depth saw cuts, if necessary, chipping or cutting down (or adding to) the concrete box structure, and re-compacting the soil or crushed rock added within the blackout area. Generally, this work will not require that reinforcing steel be drilled into the catch basin structure, but forming will be required. Larger adjustments will be paid for as extra work or be completed by City crews. The sidewalk inspector may direct the contractor to scarify or otherwise roughen the existing top surfaces of the concrete catch basin structures in order to achieve improved bonding for any concrete to be added. The surface to be bonded to shall be swept or brushed dry of loose and deleterious material and then be pre-wetted to a damp condition just prior to the pouring of new concrete. The City's standard paving mix shall be used for the concrete in the structure. If any special casting piece such as a curb plate must be used, the City shall supply it or reimburse the contractor for the cost of the material only.

Bid Item No. 21 – Tree Root Removal

Bid price shall be per each unit and shall include all labor, materials and equipment necessary to remove tree roots as is necessary for trees having roots that have damaged City sidewalk or conflict with new construction. Each tree root unit shall cover up to four (4) square feet (2' x 2') of area cut and removed to the depth required to adequately remove and clear out roots in order to construct the sidewalk. However, each separate site (location) of tree roots will begin a new unit of pay. Only when exceeding 4 square feet at a site will an additional unit (or more) be counted. Proper removal of tree roots shall consist of removal to 6 inches below the bottom of the sidewalk to be constructed, and a distance of 3 inches away from the edge of sidewalk. The City sidewalk inspector may alter these provisions of depth and clearance as may be warranted.

Bid Item No. 22 – Granular Subbase

Bid price shall be per ton and shall include all labor, materials and equipment necessary to remove unstable subgrade material and add granular subbase material to stabilize the area

if authorized by the City sidewalk inspector. The material used shall conform to current Iowa Department of Transportation Specification Class A Crushed Stone (Gradation 11), or approved equal with equivalent gradations. Recycled concrete shall not be allowed. The contractor shall produce an acceptable subgrade below the rock material used. Low subgrades shall normally be raised with the use of acceptable earth material present at the site. Use of crushed rock shall not be allowed to exceed a thickness more than 3 inches unless specifically approved by the sidewalk inspector. Where permitted by the City, removed unstable material may be used elsewhere on the site by using it as backfill after removal of the forms or by thinly spreading it in the vicinity of the site. Other gradations of rock which may be used to achieve stabilization shall also be paid under this bid item.

Bid Item No. 23 – Fill Dirt

Bid price shall be per cubic yard and shall include all labor, materials and equipment necessary to furnish and compact select subgrade material, if the subgrade is too low for construction, or to supply, place, and spread topsoil adjacent to walks or curbs (beyond that required under Item No. 1), if sufficient material is not available at the site. The contractor shall take care not to remove excavated material from the site which may be required for the work at the site. If existing excavated material is determined adequate for growing grass, no topsoil shall be supplied to the site. Fill placed as subgrade material shall be mechanically compacted in lifts not to exceed 4 inches.

Bid Item No. 24 – Excavation in Excess of One Foot

Bid price shall be per cubic yard and shall include all labor, materials and equipment necessary to excavate and dispose of earth excavation material in excess of one foot in depth and required to be excavated to achieve the proper grade of sidewalk to be constructed. Excavation to one foot depth is incidental to other contract items. Volume of such material shall be jointly calculated and agreed with in the field between the contractor and the City sidewalk inspector.

Bid Item No. 25 – 4” Polyethylene (PE) Pipe Installed

Bid price shall be per linear foot of 4-inch diameter, single-walled, corrugated polyethylene pipe and shall include all labor, materials and equipment necessary to furnish and install pipe in accordance with City Standard Specifications and these special provisions. Such pipe shall be solid wall and not be perforated. This item is meant to extend and/or replace existing subdrain pipe, as is necessary, which is encountered or damaged during sidewalk construction. The item shall cover removal of objects in the way, excavation, subgrade preparation, and installation including appropriate connections and caps, but excluding the work of Item No. 26. Only if authorized by the Engineer or City sidewalk inspector shall perforated pipe be used.

Bid Item No. 26 – 4” Polyethylene (PE) Connection into Existing Catch Basin or Storm Sewer

Bid price shall be per each and shall include all labor, materials and equipment necessary to connect 4” diameter polyethylene subdrain pipe into an existing catch basin or storm sewer in accordance with City Standard Specifications.

Bid Item No. 27 – Horizontal Sawing

Bid price shall be per linear foot and shall include all labor, materials and equipment required for sawing curb in accordance with City Standard Specifications for meeting pedestrian curb ramp requirements.

Bid Item No. 28 – Erosion Control Mat

Bid price shall be per square yard and shall include all labor, materials and equipment necessary to furnish and install erosion control mat consisting of biodegradable wood fiber (excelsior) or coconut fiber material. Erosion control mat shall be of a type and manufacturer approved by the project manager and shall be installed in accordance with the manufacturer's recommendations. Mat shall be double net for all slopes exceeding a 3:1 horizontal to vertical rise. Seeding prior to mat placement shall be considered incidental to this item.

Bid Item No. 29 – Sodding

Bid price shall be square yard and shall include all labor, materials and equipment necessary to furnish, install and water sod in accordance with City Standard Specifications and these special provisions. This item is meant for larger scale areas beyond that which is incidental to other contract items and will be placed in areas designated by the project manager.

The contractor shall be responsible for maintaining the sod in good condition until roots are established and the sod is accepted by the Project Manager. This may require more than minimum watering and care listed in the Specifications. Any dead, brown, uneven, unsightly or otherwise unacceptable sod shall be removed and new sod shall be installed by the contractor at no additional cost to the City. Payment made for sod at individual work sites shall not constitute final acceptance of the sod.

Bid Item No. 30 – Integral Sidewalk Curb

Bid price shall be per linear foot and shall include all labor, materials and equipment necessary to construct an integral curb with the sidewalk or ADA ramp where directed by the City's authorized representative. Curb shape shall generally conform to the City standard for straight curb (Detail Drawings 3.7B and 3.7C of the Standard Specifications for Public Improvements). Curb height will vary according to the site, but is not expected to exceed eight (8) inches in most cases. This item is not intended to include returned pavement curbs or curb flares on ADA ramps. The horizontal surface area of the integral curb will also be paid as sidewalk or ADA ramp.

City of Davenport

Agenda Group: Committee of the Whole
Department: Office of the Mayor
Contact Info: Kim Hatfield 563-326-7701
Wards: All

Action / Date
8/5/2015

Subject:
Overdose & Prevention Awareness, Kim Brown

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/20/2015 - 3:43 PM

City of Davenport

Agenda Group: Committee of the Whole
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: All

Action / Date
8/5/2015

Subject:
Single Stream Recycling

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/22/2015 - 11:02 AM

City of Davenport

Agenda Group: Committee of the Whole
Department: Office of the Mayor
Contact Info: Mayor Gluba/Kim Hatfield
Wards: All

Action / Date
8/5/2015

Subject:
Report of the Mayor's Compensation Committee

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	8/3/2015 - 4:00 PM

Agenda Group: Community Development
 Department: CPED
 Contact Info: Bruce Berger 326-7769
 Wards: All

Action / Date
CD8/5/2015

Subject:

Resolution of support for Strategic Behavioral Health, LLC to construct a 72 bed psychiatric hospital in Scott County, Iowa.
 [All Wards]

Recommendation:

Approve the resolution.

Relationship to Goals:

Added emphasis on economic development.

Background:

Strategic Behavioral Health, LLC (SBH) is a private company based in Memphis, TN. SBH owns and operates a total of eight inpatient psychiatric hospitals and residential treatment facilities throughout the United States. In addition they have three facilities under development.

Through a detailed selection process, SBH has identified Scott County as an area that has a demonstrated need for additional mental health facilities. The anticipated service area would include Scott, Clinton, Muscatine, Cedar and Jackson counties. SBH's facility would include children and adolescent psychiatric beds. There are currently no children and adolescent beds in the five county Iowa region.

The hospital is anticipated to be over 52,000 square feet and employ up to 250 new high paying positions.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution SBH

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 2:01 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 2:01 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:43 PM

Resolution No. _____

Resolution offered by Alderman _____.

RESOLVED by the City Council of the City of Davenport.

Resolution of support for Strategic Behavioral Health, LLC to construct a 72 bed psychiatric hospital in Scott County, Iowa.

WHEREAS, Strategic Behavioral Health, LLC (SBH, LLC) is requesting a Certificate of Need for the construction, development, and establishment of a 72 bed, 52,260 square foot Psychiatric Hospital to be located in Scott County, IA; and

WHEREAS, The service area of the proposed Psychiatric Hospital will be Scott County, Clinton County, Muscatine County, Cedar County and Jackson County in Iowa serving psychiatric and chemical dependency patients; and

WHEREAS, Representatives from SBH, LLC have met in person with City Leaders to discuss the nature of the project in great detail, including the scope of services and population to be treated; and

WHEREAS, The City believes there to be a need for the proposed 72 additional inpatient psychiatric beds; The City believes this project to be financially feasible; and The City believes that this project will contribute to the orderly development of healthcare planning within its designated services area and throughout the State of Iowa; and

WHEREAS, There are zero children and adolescent inpatient psychiatric beds available in the proposed five county service area. There are no other free-standing inpatient Psychiatric Hospitals in the same proposed service area; and

WHEREAS, Large portions of the population must travel outside the area in order to receive needed health care, increasing both costs as well as probability of a less than desirable outcome; and

WHEREAS, There is a large and growing need for psychiatric health care in the five county service area.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davenport, Iowa requests that the Certificate of Need be approved so that SBH, LCC can help fill the demand of quality psychiatric care in our service area and provide up 250 new, high paying jobs while providing lower cost psychiatric health care to the State.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Committee of the Whole
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 1st

Action / Date
COW8/5/2015

Subject:

Resolution approving Case No. F15-11 being the final plat for a four (4) lot subdivision (Fennelly's North Utah Addition). [1st Ward]

Recommendation:

The City Plan and Zoning Commission finds that:

1. The proposed development would achieve consistency with the subject property's Davenport 2025 Residential General Proposed Land Use Designation; and
2. The final plat would achieve consistency with the preliminary plat, which is incorporated into REZ15-09, which is the rezoning of the subject property from "A-1" Agricultural District to "R-1" Low Density Dwelling District, if the final plat achieves consistency with the conditions of REZ15-09.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-11 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met;
3. That the length of the south line of lot 4 is also shown on the inside of the subdivision boundary;
4. That the plat is tied to two quarter corners both labeled with description or two previously established lot corners both labeled with description;
5. That note 5 referencing sidewalk construction be removed and replaced with a note articulating that sidewalks shall be installed when so ordered by the City;
6. That assessment waivers be filed for street and sanitary sewer improvements;
7. That a 30 foot wide sanitary sewer easement be shown as dedicated along the drainage way in the south west corner of proposed Lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
8. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision;
9. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue;
10. That right of way 50 feet in width be dedicated to the City of Davenport along the north boundary of Proposed Lot 2 to facilitate a connection with future residential to the east;
11. That side and rear setback information be removed from the plat since it is not required by Title 16, entitled "Subdivisions"; and
12. That a public utility easement 15 feet in width be provided along boundary of the plat.

Please refer to the Commission's June 3, 2015 letter The Commission vote for approval was 8-yes and 0-no.

Relationship to Goals:

Added emphasis on economic development.

Background:

The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites. The City Council approved the request to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District at its July 22, 2015 meeting.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	F15-11 - Resolution
☐ Backup Material	F15-11 - Final Plat
☐ Backup Material	F15-11 - Plan and Zoning Commission Vote Results
☐ Backup Material	F15-11 - Plan and Zoning Commission Letter
☐ Backup Material	F15-11 - Plan and Zoning Commission Final Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 1:42 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 1:43 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:42 PM

Resolution No. _____

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-011 being the final plat for Fennelly's North Utah Addition. [1st Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Fennelly's North Utah Addition, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated June 3, 2015 as follows:

Nonstandard Condition:

That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision.

Note that conditions 1 through 7 and 9 through 11 have either been added to the plat or are standard requirements of City Ordinances and not repeated here (please refer to the Commission's June 3, 2015 letter for more details); and the Mayor and Deputy 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 Deputy City Clerk is hereby directed to record the attached assessment waiver.

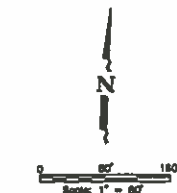
Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

Prepared by James W. Abtli, Jr., McCure Engineering Associates, Inc., 4700 Kennedy Drive, East Moline, Illinois 61244



●	SET GREEN PLASTIC ON #10445
○	FOUND YELLOW PLASTIC CAP #13874
P.B.B.	POINT OF BEGINNING
=====	BOUNDARY LINE
=====	LOT LINE
-----	BUILDING SETBACK
-----	EASEMENT LINE

1. EACH LOT IS RESPONSIBLE FOR INDEPENDENT SANITARY SEWAGE COLLECTION AND TREATMENT SYSTEMS, ALL AS DIRECTED BY COUNTY HEALTH DEPARTMENT REGULATIONS.
2. EXISTING WATER MAIN IS BY IOWA AMERICAN WATER, AND IS LOCATED ALONG THE EAST BOUNDARY OF WAY LINE.
3. ALL RIGHT OF WAY TO BE DEDICATED TO THE CITY WITH THE RECORDING OF THIS PLAT.
4. SIDEWALKS SHALL BE CONSTRUCTED AT A LATER DATE, UPON REQUEST OF THE CITY.

CURRENT ZONING: AR
PROPOSED ZONING: RESIDENTIAL, R-1
TOTAL NUMBER OF LOTS: 4
TOTAL ACREAGE OF LOTS: 18.77
TOTAL R.O.W. ACREAGE: 8.33
TOTAL SITE ACREAGE: 17.10
FRONT YARD BUILDING SETBACK: 30'

MOCLURE ENGINEERING ASSOCIATES INC
CONTACT: JIM ABBITT
4700 KENNEDY DRIVE
EAST MOLINE, ILLINOIS 61244
309-792-8350

Mike Farnely
1103 Garfield Ct.
Davenport, IA 52804
383-528-5542

VOLLERTSEN BRITT & GORELME
JAMIE MOEL
5119 UTICA RIDGE ROAD
DAVENPORT, IA 52807
563-324-0441

APPROVAL SUBJECT TO ENCUMBRANCES OF RECORD BY
MID-AMERICAN ENERGY COMPANY

BY: James Alexander
DATE: 6-30-15

By: M. J. G. R. O. L. S.
Date: 6/30/15

DATE: 6/30/15

ST: _____
DATE: _____BY: _____
DATE: _____

REVISIONS		
NO.	FROM	DATE

PLOTTING SCALE	1" = 1'
DRAWN BY	JAM
CHECKED BY	
DATE	4/22/73



FENNELLY'S NORTH UTAH ADDITION	DAVENPORT, IOWA
FILE NAME D:\MAGNET\SYSTEM\LOCKEY\ONE	JOB NUMBER 04-18-10-007

SHEET NO.
1
OF 1

		TABLED	APPROVED	APPROVED					
Name:	Roll Call	REZ15-08 Dolans 53rd St LLC	REZ15-09 Fennelly A-1 to R-1	F15-11 Fennelly's North Utah Addition					
Connell	EX								
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	Y	Y					
Inghram	EX								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P								
Martinez	P	Y	Y	Y					
Tallman	P	N	Y	Y					
		7-YES 1-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN					

June 3, 2015

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

At its regular meeting of June 2, 2015, the City Plan and Zoning Commission considered Case No. F15-11 being the final plat for a four lot residential subdivision (Fennelly's North Utah Addition).

Findings:

The City Plan and Zoning Commission finds that:

1. The proposed development would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The final plat would achieve consistency with the preliminary plat, which is incorporated into REZ15-09, which is the rezoning of the subject property from "A-1" Agricultural District to "R-1" Low Density Dwelling District, if the final plat achieves consistency with the conditions of REZ15-09.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-11 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met;
3. That the length of the south line of lot 4 is also shown on the inside of the subdivision boundary;
4. That the plat is tied to two quarter corners both labeled with description or two previously established lot corners both labeled with description;
5. That note 5 referencing sidewalk construction be removed and replaced with a note articulating that sidewalks shall be installed when so ordered by the City;
6. That assessment waivers be filed for street and sanitary sewer improvements;
7. That a 30 foot wide sanitary sewer easement be shown as dedicated along the drainage way in the south west corner of proposed Lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
8. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision;
9. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue;
10. That side and rear setback information be removed from the plat since it is not required by Title 16, entitled "Subdivisions"; and
11. That a public utility easement 15 feet in width be provided along boundary of the plat.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



PLAN AND ZONING COMMISSION

Meeting Date: June 2, 2015
Request: Final Plat for a four (4) lot subdivision (Fennelly's North Utah Addition)
Location: 1335 North Utah Avenue
Case No.: F15-11
Applicant: Mike Fennelly

Recommendation:

Staff recommends the City Plan and Zoning Commission accept the listed finding and forward Case No. F15-11 to the City Council with a recommendation for approval subject to the conditions stated below.

Introduction:

The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites.

AREA CHARACTERISTICS:

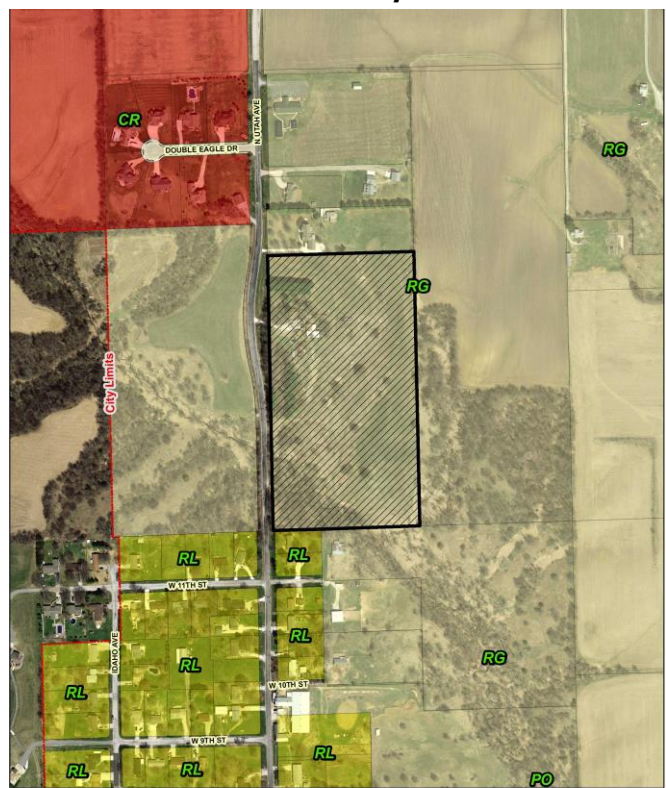
Zoning Map



 Subject Property



Land Use Map



 Subject Property



Background:**Comprehensive Plan:**

Within Existing Urban Service Area: No

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: Residential General. Designates mixed-use neighborhoods that are mostly residential but include, or are within one-half mile (walking distance) of scattered neighborhood-compatible commercial services as well as other neighborhood uses like schools, churches, corner stores, etc.

Relevant Goals to be considered in this Case: Neighborhood Improvements

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

Zoning:

The subject property and properties to north, east and west (across North Utah Avenue) are zoned "A-1" Agricultural District. The property to the south is zoned "R-1" Low Density Dwelling District.

Technical Review:**Streets**

The property is located on the east side of North Utah Avenue, which is a 66 foot right of way. *Davenport 2025* indicates that North Utah Avenue is a proposed major right of way acquisition. Staff questions the need for major right of way acquisition along North Utah Avenue considering the area's growth rate over the past several years. At a minimum, the right-of-way adjacent to the subject should eventually contain 80 feet to match the right of way width of the adjacent right of way to the south.

Storm Water

The subject property drains toward the south. The Natural Resources Division has indicated that since the development is over five acres, detention of the 100 year storm event and infiltration of the 1.25" rain event on site would be required.

Sanitary Sewer.

There is no sanitary sewer within the North Utah Avenue right of way. Public works has indicated that the southern portion of the drainage way in proposed Lot 4 is a planned route for sanitary sewer to serve the area.

Other Utilities.

Iowa American Water has a 12 inch water main within the North Utah Avenue right-of-way.

Emergency Services.

The subject property is located approximately 3.12 miles from the nearest fire station (Fire Station No. 5).

Parks/Open Space.

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

Public Input:

There is no public input with plat. However, there is a concurrent application to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District. Surrounding property owners were notified about the proposed rezoning.

Discussion:

The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites. There is a concurrent application to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District.

Public works has indicated that the southern portion of the drainage way in proposed Lot 4 is a planned route for sanitary sewer to serve the area.

Notably, *Davenport 2025* indicates that North Utah Avenue is a proposed major right of way acquisition. Staff questions the need for major right of way acquisition along North Utah Avenue considering the area's growth rate over the past several years. At a minimum, the right-of-way adjacent to the subject should eventually contain 80 feet to match the right of way width of the adjacent right of way to the south.

The Preliminary Plat for Hidden Meadow Addition (2005) depicts two 50 foot right of ways stubbed to its west boundary. If extended, the southern stubbed right-of-way would likely curve north and tie into the central stubbed right of way. It is staff's opinion that that the central stubbed right of way should extend westerly to intersect with North Utah Avenue. Due to the North Utah Avenue topography change, this 50 right of way should be extended adjacent to the north property line of Proposed Lot 2.



Staff Recommendation:

Finding:

1. The proposed development would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The final plat would achieve consistency with the preliminary plat, which is incorporated into REZ15-09, which is the rezoning of the subject property from "A-1" Agricultural District to "R-1" Low Density Dwelling District, if the final plat achieves consistency with the conditions of REZ15-09.

Staff recommends the City Plan and Zoning Commission accept the listed finding and forward Case No. F15-11 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met;
3. That the length of the south line of lot 4 is also shown on the inside of the subdivision boundary;
4. That the plat is tied to two quarter corners both labeled with description or two previously established lot corners both labeled with description;
5. That note 5 referencing sidewalk construction be removed and replaced with a note articulating that sidewalks shall be installed when so ordered by the City;
6. That assessment waivers be filed for street and sanitary sewer improvements;
7. That a 30 foot wide sanitary sewer easement be shown as dedicated along the drainage way in the south west corner of proposed Lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
8. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision;
9. That additional right of way 7 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue;
10. That right of way 50 feet in width be dedicated to the City of Davenport along the north boundary of Proposed Lot 2 to facilitate a connection with future residential to the east;
11. That side and rear setback information be removed from the plat since it is not required by Title 16, entitled "Subdivisions"; and
12. That a public utility easement 15 feet in width be provided along boundary of the plat.

Prepared by:

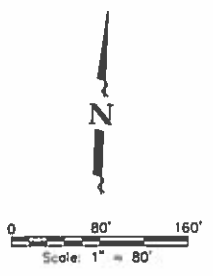
A handwritten signature in blue ink, appearing to read 'Ryan Rusnak', with a stylized flourish at the end.

Ryan Rusnak, AICP
Planner III

Attachment:

Proposed Subdivision Plat

PART OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 78 NORTH, RANGE 3
EAST OF THE 5TH P.M., IN THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA



- NOTES:**

1. EACH LOT IS RESPONSIBLE FOR INDEPENDENT* SANITARY SEWAGE COLLECTION AND TREATMENT SYSTEMS, ALL AS DIRECTED BY COUNTY HEALTH DEPARTMENT REGULATIONS.
2. EXISTING WATER MAIN IS BY IOWA AMERICAN WATER, AND IS LOCATED ALONG THE EAST RIGHT OF WAY LINE.
3. ALL RIGHT OF WAY TO BE DEDICATED TO THE CITY WITH THE RECORDING OF THIS PLAT.
5. SIDEWALKS SHALL BE CONSTRUCTED AT A LATER DATE, UPON MUTUAL AGREEMENT OF CITY AND PROPERTY OWNERS.

CURRENT ZONING: AR
PROPOSED ZONING: RESIDENTIAL, R-1
TOTAL NUMBER OF LOTS: 4
TOTAL ACREAGE OF LOTS: 16.77
TOTAL R.O.W. ACREAGE: 0.33
TOTAL SITE ACREAGE: 17.10
FRONT YARD BUILDING SETBACK: 30'
REAR YARD BUILDING SETBACK: MIN. OF 20% OF LOT DEPTH
SIDE YARD BUILDING SETBACK: 7' MIN.

MCCLURE ENGINEERING ASSOCIATES INC
CONTACT: JIM ABBITT
4700 KENNEDY DRIVE
EAST MOLINE, ILLINOIS 61244
309-792-9350

Mike Fennelly
1103 Garfield Ct.,
Davenport, IA 52804
563-528-5542

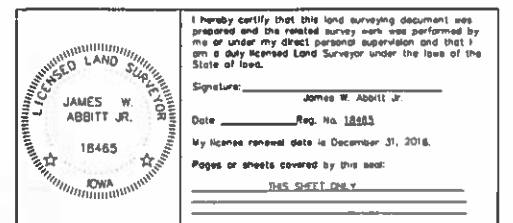
VOLLERSTEN BRITT & GORSLINE
JAMIE NOEL
5119 UTICA RIDGE ROAD
DAVENPORT, IA 52807
563-324-0441

APPROVAL SUBJECT TO ENCUMBRANCES OF RECORD BY
MID AMERICAN ENERGY COMPANY

BY: _____
DATE: _____

BY: _____

DATE: _____

BY: _____
DATE: _____BY: _____
DATE: _____

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE:	1" = 1'
DRAWN BY:	JWA
CHECKED BY:	
DATE:	4/30/15



FENNELLY'S NORTH UTAH ADDITION	DAVENPORT, IOWA
FILE NAME: P:\AQA\115067\DWG\115067SVY.DWG	JOB NUMBER: 01-13-15-067

HEET NO.
1
1

City of Davenport

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

Action / Date
CD8/5/2015

Subject:

Resolution approving Case No. F15-14, the final plat of Crow Valley Plaza Ninth Addition, containing one commercial lot. [6th Ward]

Recommendation:

City Plan and Zoning Commission consideration is anticipated on August 4, 2015. Staff has presented the following conditions:

1. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
2. That all existing utility easements shall be maintained or otherwise accommodated;
3. The otherwise meets all conditions noted by the Department of Public Works and private utility companies.

Staff will adjust any changes to the listed conditions prior to formal Council action.

Relationship to Goals:

Added Emphasis on Economic Development; Diversify Revenue

Background:

The plat creates one lot for the purpose of developing a medical office building and associated parking. Approval of this simple one lot subdivision is being expedited upon the request of the petitioner. Site plan will be reviewed at a later time.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution
☐ Backup Material	P&Z Staff Report and Attachments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 1:41 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 1:42 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:42 PM

Resolution No. _____

Resolution offered by Alderman _____

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F15-14 being the final plat of Crow Valley Office Park Ninth Addition. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Russell-Crow Valley Office Park Fifth Addition, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated August 4, 2015.

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

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

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



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

PLAN AND ZONING COMMISSION

Meeting Date: August 4, 2015
Request: Final Plat Crow Valley Plaza Ninth Addition
Address: East of Lakeview Parkway and East 56th St Intersection
Case No.: F15-14
Applicant: Greg Bush – McCarthy Improvement Company
Contact: Matthew G. Flynn, AICP
Senior Planning Manager
563-326-7743
mflynn@ci.davenport.ia.us

RECOMMENDATION:

The staff recommends the City Plan and Zoning Commission accept the listed findings and forward F15-14 to the City Council for approval subject to the conditions stated below.

INTRODUCTION:

Request F15-14 of Greg Bush – McCarthy Improvement Company for a one lot final plat consisting of 2.30 acres located north of E 56th Street at the Bettendorf City limits. The property is zoned “C-2” General Commercial District and “C-O” Commercial Office District.

Site:



Zoning Map



C-2 – General Commerical District

C-O – Office Shop District

R-6M PUD – High Density Dwelling District – Planned Unit Development

[Bettendorf: R-1 Residential and C-2 Commercial]

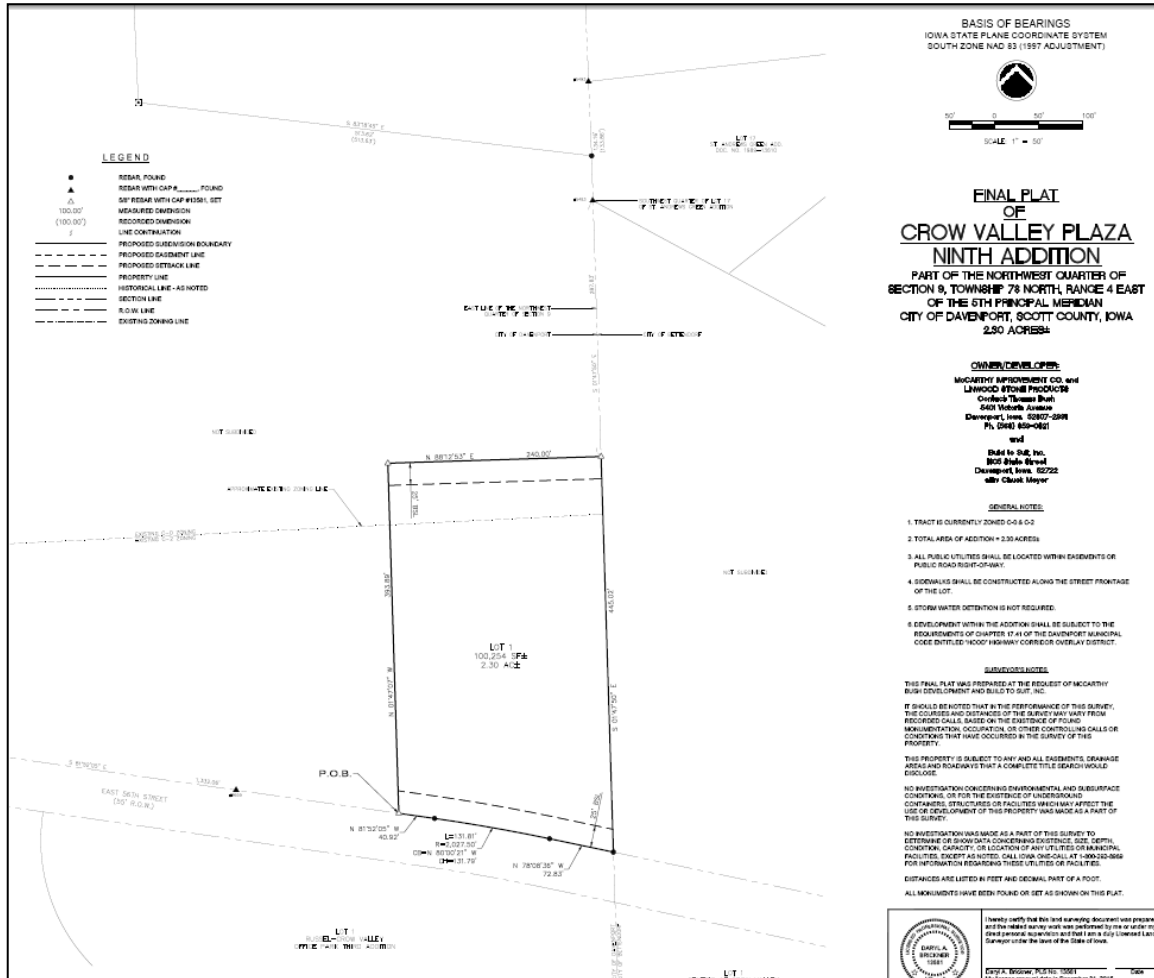
Proposed Land Use – Davenport 2025



CO – Commercial Office

RL – Residential Limited

Plat (full size)



Plat (portion)



BACKGROUND: Comprehensive Plan

Within Urban Service Area: Yes
Within Existing Service Area: Yes
Proposed Land Use Designation: Commercial Office (CO)

Descriptions:

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

Relevant Davenport 2025 Goals and Objectives:

1. Strengthen the existing built environment.

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

Iowa Smart Planning Principles:

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

- ***Revitalization***

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

Technical Review:

Streets. The proposed plat is located at the intersection of Lakeview Parkway and East 56th Street, both local streets. No new streets are required.

Storm Water. There is existing stormwater infrastructure in the local street system. New retention requirements may be applicable.

Sanitary Sewer. Sanitary sewer service is located to the east in East 56th Street and to the south in Lakeview Parkway. Extension of one of these lines may be necessary.

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

Emergency Services. The property is located approximately one and one-half (1-1/2) mile from Fire Station No. 8, which is located at 2802 East 53rd Street.

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

Public Input

This is a final plat; the platting process does not include a public hearing or notification.

DISCUSSION:

The plat creates one lot for the purpose of developing a medical office building and associated parking. Site plan will be reviewed at a later time.

STAFF RECOMMENDATION:

Findings:

- the plat conforms to the comprehensive plan
- the plat conforms (or will conform) to subdivision/zoning requirements

Recommendation:

The staff recommends the City Plan and Zoning Commission accept the listed findings and forward F15-14 to the City Council for approval subject to the conditions stated below:

1. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
2. That all existing utility easements shall be maintained or otherwise accommodated;
3. The otherwise meets all conditions noted by the Department of Public Works and private utility companies.

Prepared by:

A handwritten signature in black ink, appearing to read "Matthew G. Flynn", written in a cursive style.

Matthew G. Flynn, AICP
Senior Planning Manager

Attachments: Plat, Application

City of Davenport

Agenda Group: Committee of the Whole
Department: Community Planning and Economic Development
Contact Info: Matt Flynn 326-7743
Wards: 3rd

Action / Date
COW8/5/2015

Subject:

Resolution approving Case No. F15-13 being the final plat for a two (2) lot subdivision (Newbury Living Addition). [3rd Ward]

Recommendation:

The City Plan and Zoning Commission finds that:

1. The plat facilitates development of this under-utilized parcel;
2. The plat conforms to the comprehensive plan; and
3. The plat creates additional tax base for the City.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That the plat be tied to two existing subdivision corners or to two quarter section corners and that the corners be identified on the plat;
2. That any and all required easement be shown, identified and dimensioned on the plat;
3. That a standard title block be added to the plat indicating the name of the plat, that the plat is a replat of Lots 1, 2, 3, 4 & 5 of Block 53 of Leclaire's 2nd Addition, and including the section-township and range;
4. That the utility companies sign the plat when their easement needs have been met.
5. That signature and date lines be added to the plat for the various utility companies, the City Plan and Zoning Commission and the City of Davenport (Mayor and Clerk attest lines);
6. That the surveyor signs the plat;
7. That building setback lines are shown;
8. That survey monuments with description are shown;
9. That Parcels 1 and 2 are referred to as Lots 1 and 2; and
10. That the following items be removed from the plat:
 - a. elevation contours;
 - b. parking lot islands;
 - c. stairs and walls;
 - d. copyright information (a subdivision plat is a public document); and
 - e. project location map.

Please refer to the Commission's July 15, 2015 letter

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

Relationship to Goals:

Added emphasis on economic development.

Background:

The petitioner is requesting the subdivision of this City-owned 1.11 acre property into two (2) lots to accommodate a residential housing development and a lot that would be retained by the City.

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

ATTACHMENTS:

Type	Description
☐ Resolution Letter	F15-13 - Resolution
☐ Backup Material	F15-13 - Plat
☐ Backup Material	F15-13 - Plan and Zoning Commission Letter
☐ Backup Material	F15-13 - Plan and Zoning Commission Vote Results
☐ Cover Memo	F15-13 - Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 1:43 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 4:16 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:42 PM

City of Davenport

Committee: Community Development

Action / Date

Department: Community Planning and Economic Development

CD 8/5/15

Contact Info: Matt Flynn 326-7743

Ward: 3rd

Subject:

RESOLUTION approving Case No. F15-13 being the final plat for a two (2) lot subdivision (Newbury Living Addition). [3rd Ward]

Recommendation:

The City Plan and Zoning Commission finds that:

1. The plat facilitates development of this under-utilized parcel;
2. The plat conforms to the comprehensive plan; and
3. The plats created additional tax base for the City.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That the plat be tied to two existing subdivision corners or to two quarter section corners and that the corners be identified on the plat;
2. That any and all required easement be shown, identified and dimensioned on the plat;
3. That a standard title block be added to the plat indicating the name of the plat, that the plat is a replat of Lots 1, 2, 3, 4 & 5 of Block 53 of Leclair's 2nd Addition, and including the section-township and range;
4. That the utility companies sign the plat when their easement needs have been met.
5. That signature and date lines be added to the plat for the various utility companies, the City Plan and Zoning Commission and the City of Davenport (Mayor and Clerk attest lines);
6. That the surveyor signs the plat;
7. That building setback lines are shown;
8. That survey monuments with description are shown;
9. That Parcels 1 and 2 are referred to as Lots 1 and 2; and
10. That the following items be removed from the plat:
 - a. elevation contours;
 - b. parking lot islands;
 - c. stairs and walls;
 - d. copyright information (a subdivision plat is a public document); and
 - e. project location map.

Please refer to the Commission's July 15, 2015 letter

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

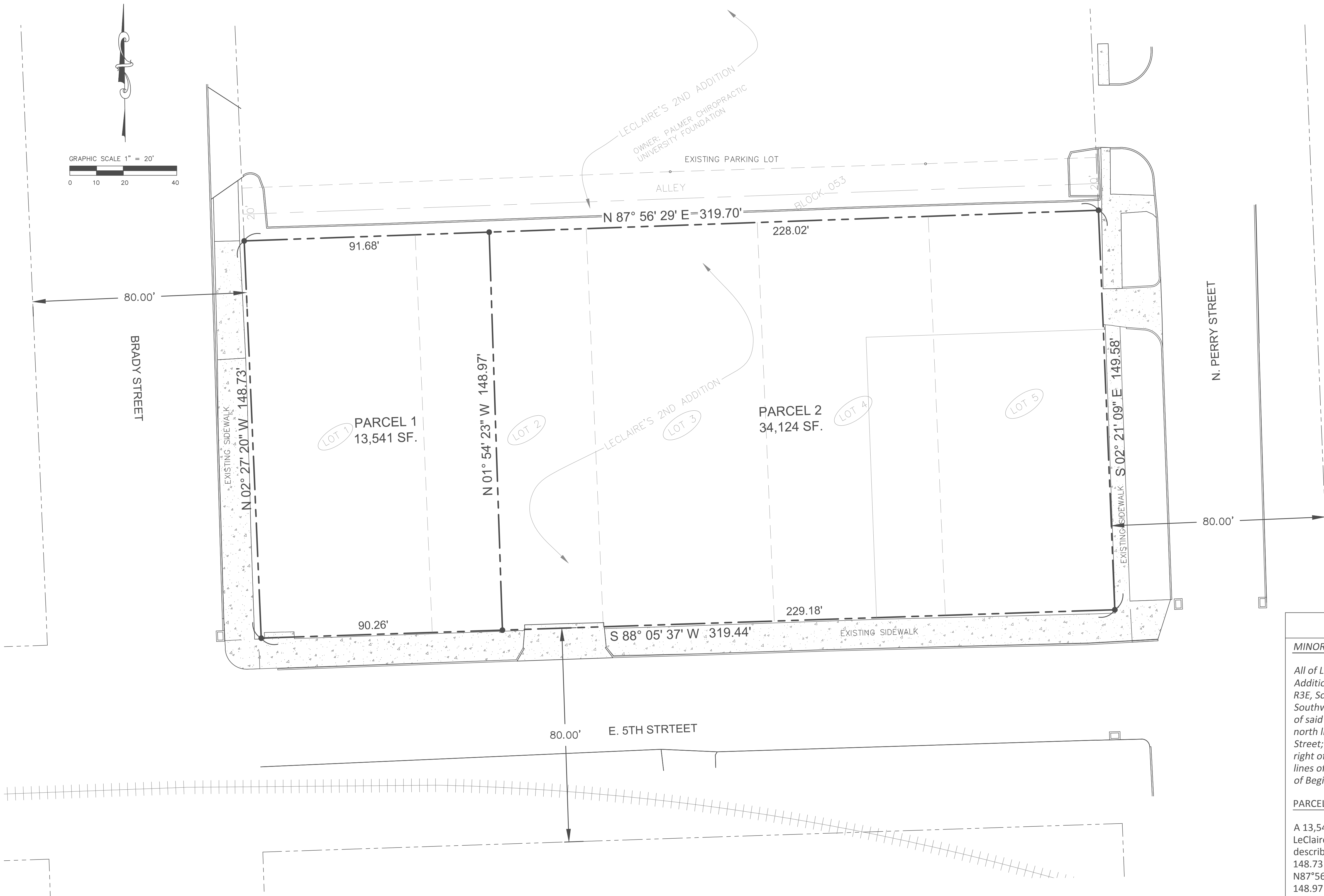
Relationship to Goals:

Added emphasis on economic development.

Background:

The petitioner is requesting the subdivision of this City-owned 1.11 acre property into two (2) lots to accommodate a residential housing development and a lot that would be retained by the City of Davenport.

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



MINOR SUBDIVISION PLAT
FOR
NEWBERRY LIVING

PARCEL 1 AND PARCEL 2 BEING A REPLAT OF LOTS 1, 2, 3, 4 & 5 OF BLOCK 53 OF LECLAIRE'S 2ND ADDITION, PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 78, RANGE 03 OF THE 5TH P.M., CITY OF DAVENPORT, SCOTT COUNTY, IOWA

501 BRADY STREET
DAVENPORT, IOWA

GENERAL NOTES

1. THE PROPERTY IS CURRENTLY ZONED C-4 – CENTRAL BUSINESS DISTRICT.
2. PER C-4 – CENTRAL BUSINESS DISTRICT THE BUILDING SETBACK LINES ARE STATED AS NONE. SEE TABLE 17.42.010 OF CITY OF DAVENPORT CODE.
3. NO EASEMENTS OF RECORD ARE ON SAID SUBDIVISION.

PROJECT TEAM

CLEINT: NEWBURY MANAGEMENT CO.
3408 WOODLAND AVENUE, SUITE 504
WEST DES MOINES, IA 50266

CONTACT: MR. JEFF THOMAS
PHONE: (515) 698-9710

ENGINEER: **Landmark**
ENGINEERING GROUP
3440 38TH AVENUE, SUITE 4
MOLINE, IL 61265

CONTACT: MR. MICHAEL SHAMSIE, P.E.
PHONE: (309) 755-3400

OWNER: CITY OF DAVENPORT

LEGAL DESCRIPTIONS

MINOR SUBDIVISION:

All of Lots 1 through 5, inclusive, being the South half of Block 53, in LeClaire's 2nd Addition to the City of Davenport, as located in the SE¼, SE1/4, Section 26, T68N, R3E, Scott County, Iowa, more particularly described as commencing at the Southwest Corner of said Lot 1; thence N02°27'20"W, 148.73 ft. with the west line of said Lot 1 to the south line of the alley; thence N87°56'29"E, 319.70 ft. with the north lines of said Lots 1, 2, 3, 4, and 5 to the west right of way line of North Perry Street; thence S02°21'09"E, 149.58 ft. with the east line of said Lot 5 to the north right of way line of East 5th Street; thence S88°05'37"W, 319.44 ft. with the south lines of Lots 1, 2, 3, 4, and 5, to the east right of way line of Brady Street, and Point of Beginning, containing 47,665 sq. ft.

PARCEL 1:

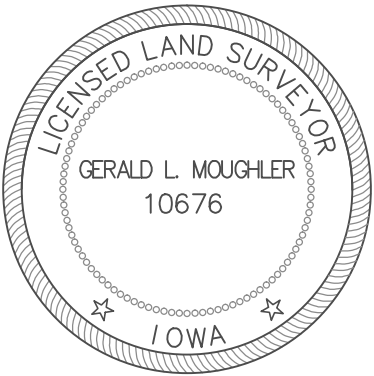
A 13,541 sq. ft. tract located in Lot 1 and the Westerly part of Lot 2, Block 53, in LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa, more particularly described as commencing at the Southwest Corner of said Lot 1; thence N02°27'20"W, 148.73 ft. with the west line of said Lot 1 to the south line of the alley; thence N87°56'29"E, 91.68 ft. with the north line of said Lots 1 and 2; thence S01°54'23"E, 148.97 ft. to the north right of way line of East 5th Street; thence S88°05'37"W, 90.26 ft. with the said north right of way line of East 5th Street to Point of Beginning, containing 13,541 sq. ft.

PARCEL 2:

A 34,124 sq. ft. tract located in part of Lot 2, Lots 3, 4, and 5, Block 53, in LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa, more particularly described as commencing at the Southeast Corner of said Lot 5; thence S88°05'37"W, 229.18 ft. with the north right of way line of East 5th Street; thence N01°54'23"W, 148.97 ft. to the south right of way line of the alley; thence N87°56'29"E, 228.02 ft. with the north lines of said Lots 2, 3, 4, and 5 to the west right of way line of North Perry Street; thence S02°21'09"E, 149.58 ft. with the east line of said Lot 5 to the Point of Beginning, containing 34,124 sq. ft.

LEGEND

- SET 5/8" IRON ROD STAKE W/CAP No. 10676
- PROPOSED LOT LINE
- EXISTING RIGHT OF WAY
- EXISTING LOT LINE
- EXISTING CURB LINE



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.

GERALD L. MOUGHLER P.L.S.
LICENSE NUMBER 10676
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: this sheet

CITY OF DAVENPORT, IOWA

MAYOR: _____

DATE: _____

ATTEST: _____

PLAN AND ZONING COMMISSION

BY: _____

DATE: _____

ATTEST: _____

IOWA—AMERICAN WATER CO.

BY: _____

DATE: _____

MID AMERICAN ENERGY CO.
SUBJECT TO ENCUMBRANCES OF RECORD

BY: _____

DATE: _____

MEDIACOM

BY: _____

DATE: _____

CENTURYLINK, INC.

BY: _____

DATE: _____

QWEST COMMUNICATIONS

BY: _____

DATE: _____

AT&T

BY: _____

DATE: _____

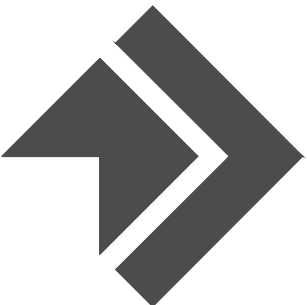
MINOR SUBDIVISION PLAT

NEWBURY MANAGEMENT CO.

DAVENPORT, IOWA

Landmark

ENGINEERING GROUP
3440 38TH AVENUE, SUITE 4
MOLINE, IL 61265
(309) 755-3400 FAX (309) 755-6822
CIVIL ENGINEERING AND LAND SURVEYING



DATE: 7/8/15
DRAWN BY: HLG
CHECKED BY: GM
PRINT DATE: 7/24/15

1

SHEET 1 OF 1

01-15-1266

DESIGN FIRM REGISTRATION NUMBER 184-001511

July 15, 2015

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

At its regular meeting of July 14, 2015, the City Plan and Zoning Commission considered Case No. F15-13 being the final plat for a two lot commercial subdivision (Newbury Living Addition).

Findings:

The City Plan and Zoning Commission finds that:

1. The plat facilitates development of this under-utilized parcel;
2. The plat conforms to the comprehensive plan; and
3. The plats created additional tax base for the City.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-13 to the City Council with a recommendation for approval subject to the following conditions:

1. That the plat be tied to two existing subdivision corners or to two quarter section corners and that the corners be identified on the plat;
2. That any and all required easement be shown, identified and dimensioned on the plat;
3. That a standard title block be added to the plat indicating the name of the plat, that the plat is a replat of Lots 1, 2, 3, 4 & 5 of Block 53 of Leclair's 2nd Addition, and including the section-township and range;
4. That the utility companies sign the plat when their easement needs have been met.
5. That signature and date lines be added to the plat for the various utility companies, the City Plan and Zoning Commission and the City of Davenport (Mayor and Clerk attest lines);
6. That the surveyor signs the plat;
7. That building setback lines are shown;
8. That survey monuments with description are shown;
9. That Parcels 1 and 2 are referred to as Lots 1 and 2; and
10. That the following items be removed from the plat:
 - a. elevation contours;
 - b. parking lot islands;
 - c. stairs and walls;
 - d. copyright information (a subdivision plat is a public document); and
 - e. project location map.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission

		REMAINS TABLED	APPROVED						
Name:	Roll Call	REZ15-08 Dolan's 53rd St	F15-13 NEWBURY LIVING						
Connell		Y	Y						
D'Autremont	P	Y	Y						
Elgatian	P								
Hepner	P	Y	Y						
Inghram	P								
Kelling	P	Y	Y						
Lammers	P	Y	Y						
Maness	P	Y	Y						
Martin	P	Y	Y						
Martinez	EX	Y	Y						
Tallman	P		Y						
		9-YES 0-NO 0-ABSTAIN	9-YES 0-NO 0-ABSTAIN						



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

PLAN AND ZONING COMMISSION

Meeting Date: July 14, 2015
Request: Final Plat for a two (2) lot subdivision - Newbury Living
Location: 501 Brady Street
Case No.: F15-13
Applicant: 501 Brady Associates, L.P.

Recommendation:

Staff recommends the Commission forward Case No. F15-13 to the City Council with a recommendation for approval subject to the listed conditions.

Introduction:

The petitioner is requesting the subdivision of 1.11 acres into two (2) lots to accommodate a residential housing development and a lot to be retained by the City for future development.

AREA CHARACTERISTICS:

Zoning Map



Subject Property

Land Use Map



Subject Property

Background:**Comprehensive Plan:**

Within Existing Urban Service Area: Yes

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: Central Business District. Central Business District is truly a mixed-use designation, and includes residential and commercial uses of the highest density.

Relevant Goals to be considered in this Case: Neighborhood Improvements

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

Zoning:

The subject property is zoned "C-4" Central Business District.

Technical Review:

- Streets. The proposed plat is located along the north side of 5th Street between Brady and Perry Streets. Vehicular access to the residential development is from 5th Street.
- Storm Water. This is a previously developed site (most recent 3-level parking garage), the subdivision does not change existing conditions. Existing stormwater infrastructure is located in both Brady and Perry Streets.
- Sanitary Sewer. Public sanitary sewer is available located in Brady and Perry Streets.
- Other Utilities. The area is fully serviced by utilities.
- Emergency Services. The property is located approximately five to six blocks from the Central Fire Station, which is located at 331 Scott Street.
- Parks/Open Space. The proposed rezoning does not impact any existing or planned parks or public open spaces.

Public Input:

There is no public input with a plat.

Discussion:

The petitioner is requesting the subdivision of 1.11 acres into two (2) lots to accommodate a residential housing development and a lot to be retained by the City for future development. The plat is part of a multi-faceted project requiring multiple pieces to come together within a short time line. The City is trying to accommodate the timeline of the various parts.

Staff Recommendation:

Findings:

- The plat facilitates development of this under-utilized parcel;
- The plat conforms to the comprehensive plan; and
- The plats created additional tax base for the City.

Recommendation:

Staff recommends the Commission accept the listed findings and forward Case No. F15-13 to the City Council with a recommendation for approval subject to the following conditions:

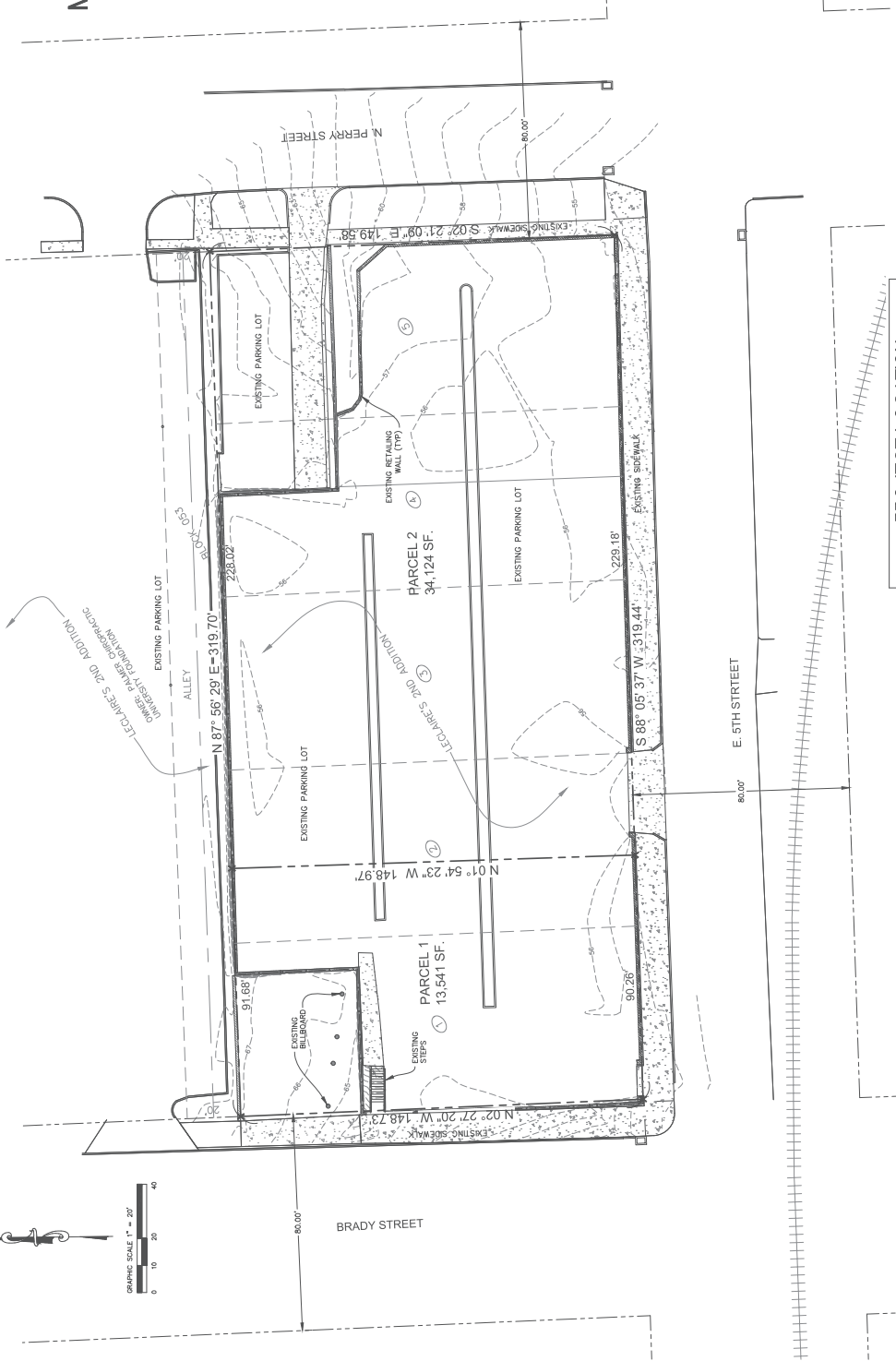
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2. That any and all required easement be shown, identified and dimensioned on the plat;
3. That a standard title block be added to the plat indicating the name of the plat, that the plat is a replat of Lots 1, 2, 3, 4 & 5 of Block 53 of Leclaire's 2nd Addition, and including the section-township and range;
4. That the utility companies sign the plat when their easement needs have been met.
5. That signature and date lines be added to the plat for the various utility companies, the City Plan and Zoning Commission and the City of Davenport (Mayor and Clerk attest lines);
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7. That building setback lines are shown;
8. That survey monuments with description are shown;
9. That Parcels 1 and 2 are referred to as Lots 1 and 2; and
10. That the following items be removed from the plat:
 - a. elevation contours;
 - b. parking lot islands;
 - c. stairs and walls;
 - d. copyright information (a subdivision plat is a public document); and
 - e. project location map.

Prepared by:

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

Ryan Rusnak, AICP
Planner III

Attachment:
Proposed Subdivision Plat



PROJECT LOCATION



LEGEND

- X SET "OUT CROSS" IN CONCRETE
- PROPOSED LOT LINE
- EXISTING RIGHT OF WAY
- EXISTING LOT LINE
- EXISTING CURB LINE

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

REVIEW COPY
GERALD L. MOLDER P.L.S.
DATE MAY 27, 2015
LICENSE NUMBER 10676
DATE IS DECEMBER 31, 2016
PAGES OR SHEETS COVERED BY THIS SEAL: 10a.dwg

1

01-15-1266
SHEET 1 OF 1

MINOR SUBDIVISION PLAT
NEWBURY MANAGEMENT CO.
DAVENPORT, IOWA

Landmark
ENGINEERING GROUP
CIVIL, ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001011



GENERAL NOTES

1. THE PROPERTY IS CURRENTLY ZONED C-4 - COMMERCIAL DISTRICT.

PROJECT TEAM

CLIENT: NEWBURY MANAGEMENT CO.
9408 WOODLAND AVENUE, SUITE 504
WEST DES MOINES, IA 50366
CONTACT: MR. JEFF THOMAS
PHONE: (515) 698-6770
ENGINEER: Landmark Engineering Group
3401 WEST AVE., SUITE 4
MOLINE, IL 62556
CONTACT: MR. MICHAEL SHAMBER, P.E.
PHONE: (815) 755-3400
OWNER: CITY OF DAVENPORT

LEGAL DESCRIPTION

PARCEL 1:

A 13,541.50, FT. TRACT LOCATED IN LOT 1 AND THE WESTERLY PART OF LOT 2, BLOCK 53, IN LECLAIRES 2ND ADDITION TO THE CITY OF DAVENPORT, IOWA, MORE PARTICULARLY DESCRIBED AS DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N02°27'20"W, 148.73 FT. WITH THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF THE ALLEY; THENCE N87°56'29"E, 228.02 FT. TO THE EAST LINE OF THE ALLEY; THENCE S02°21'09"E, 149.58 FT. TO THE NORTH RIGHT OF WAY LINE OF EAST 5TH STREET; THENCE S88°05'37"W, 90.26 FT. WITH THE SAID NORTH RIGHT OF WAY LINE OF EAST 5TH STREET TO POINT OF BEGINNING, CONTAINING 13,541.50, FT.

PARCEL 2:

A 34,124.50, FT. TRACT LOCATED IN PART OF LOT 2, LOTS 3, 4, AND 5, BLOCK 53, IN LECLAIRES 2ND ADDITION TO THE CITY OF DAVENPORT, IOWA, MORE PARTICULARLY DESCRIBED AS DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N02°27'20"W, 148.73 FT. WITH THE WEST LINE OF SAID LOT 1 TO THE SOUTH LINE OF THE ALLEY; THENCE S02°21'09"E, 149.58 FT. TO THE NORTH RIGHT OF WAY LINE OF EAST 5TH STREET; THENCE N01°54'23"W, 148.97 FT. TO THE SOUTH RIGHT OF WAY LINE OF THE ALLEY; THENCE N87°56'29"E, 228.02 FT. TO THE EAST LINE OF THE ALLEY; THENCE S02°21'09"E, 149.58 FT. TO THE NORTH RIGHT OF WAY LINE OF EAST 5TH STREET; THENCE S88°05'37"W, 90.26 FT. WITH THE SAID NORTH RIGHT OF WAY LINE OF EAST 5TH STREET TO POINT OF BEGINNING, CONTAINING 34,124.50, FT.

"CALL IOWA ONE CALL
BEFORE YOU DIG"
(800)292-8989 OR 811

GENERAL NOTES

1. THE PORTLAND CEMENT CONCRETE SUPPLIED FOR USE ON THE PROJECT SHALL CONFORM TO SECTION 7010 OF THE IOWA STANDARD SPECIFICATIONS FOR HIGHWAYS, SIXTH EDITION OR CITY ORDINANCES.
2. PORTLAND CEMENT CONCRETE SHALL BE 4000 PSI.
3. SIDEWALKS AND DRIVEWAYS SHALL CONFORM TO SECTION 7030 OF THE IOWA STANDARD SPECIFICATIONS FOR HIGHWAYS, SIXTH EDITION OR CITY CODE.

DESIGN FIRM REGISTRATION NUMBER 164-001011
CIVIL ENGINEERING AND LAND SURVEYING
LANDMARK
ENGINEERING GROUP
3400 WEST AVENUE, SUITE 4
MUSKOGEE, AL 35690
PHONE: (205) 765-0022



PROPOSED SITE PLAN
MIXED USE DEVELOPMENT
DAVENPORT, IOWA

DATE: 06/12/15
CHECKED BY: MRS
PRINT DATE: 05/28/15

C3
SHEET 3 OF 8

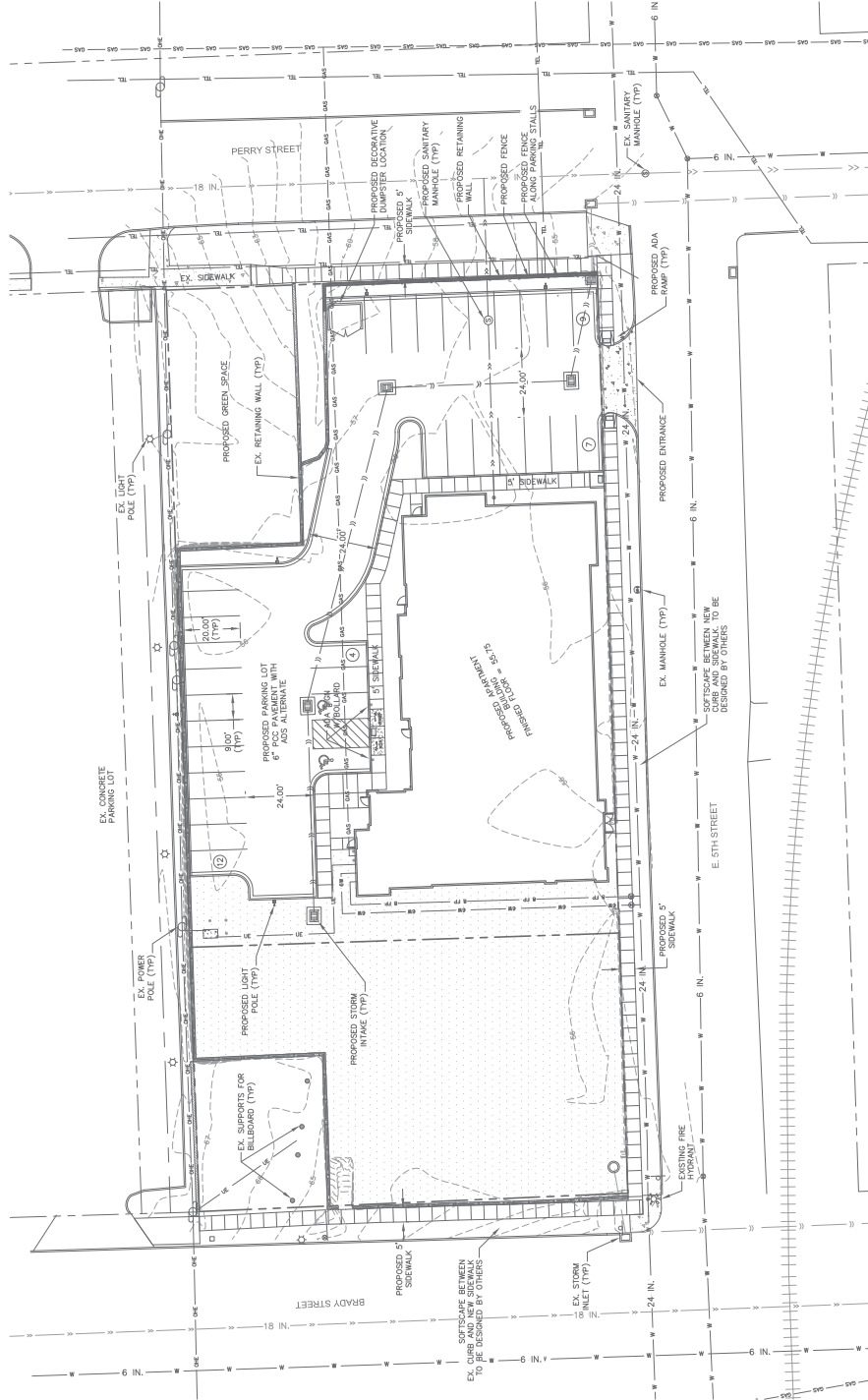
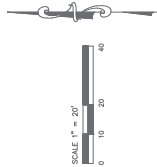
01-15-1266

LEGEND

- PROPERTY LINE
- EXISTING LOT LINE/A.O.B.
- EXISTING CURB LINE
- PROPOSED CURB & GUTTER
- EXISTING FIRE HYDRANT
- EXISTING FIRE ALARM BELL
- PROPOSED 6" PVC FIRE LINE
- PROPOSED 6" PVC POTABLE WATER LINE
- EXISTING STORM INLET
- EXISTING STORM CATCH BASIN
- EXISTING STORM SEWER LINE
- PROPOSED STORM INTAKE
- PROPOSED STORM MANHOLE
- EXISTING SANITARY MANHOLE
- PROPOSED SANITARY MANHOLE
- EXISTING SANITARY SEWER LINE
- EXISTING GAS LINE
- PROPOSED 6" GAS LINE
- EXISTING MANHOLE
- EXISTING LIGHT POLE
- EXISTING POWER POLE
- EXISTING OVERHEAD ELECTRIC LINE
- PROPOSED 1" UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING TELEPHONE LINE - REMOVE
- PROPOSED TELEPHONE LINE - REMOVE
- PROPOSED LIGHT POLE

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City of Davenport

Agenda Group: Community Development
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
CD8/5/2015

Subject:

Resolution approving a development agreement for the 501 Brady Project with developer 501 Brady Associates, L.P. (Newbury Living). [Ward 3]

Recommendation:

Approve the resolution.

Relationship to Goals:

Neighborhood improvements.

Background:

In January, the Iowa Economic Development Authority (IEDA) awarded \$3 million in Community Development Block Grant Disaster Recovery (CDBG-DR) funding to the City on behalf of the 501 Brady Project. The State CDBG-DR funds are made available to communities in Iowa that were impacted by flooding in 2008 and are meant to encourage development of new housing.

The Project, proposed by Newbury Living (West Des Moines), involves the new construction of 24 housing units at the NE corner of 5th and Brady Streets. Thirteen units will be affordable (at 80% of Median Family Income, which is approximately \$35,000 for a single person) and 11 units will be market rate.

To assist with a financing gap, the developer has applied for federal assistance available through City HOME funding. Pending final underwriting, staff recommends in the attached development agreement up to \$300,000 in HOME funding for the project.

Pending approval of the environmental review, as well as program and financial requirements, approval of this Development Agreement would authorize staff to execute appropriate documents to commit the above sources of funding. The developer anticipates beginning site work by September and hopes to complete the project by the end of 2016.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution
☐ Backup Material	Site Plan
☐ Cover Memo	Development Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 1:58 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 2:02 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:43 PM

Resolution offered by Alderman Boom.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Development Agreement for the 501 Brady Project.

WHEREAS, the State of Iowa, has awarded \$3 million in CDBG-DR funding from the U.S. Department of Housing and Urban Development (HUD) to assist with the new construction of 24 housing units near the NE corner of 5th and Brady Streets, as part of the 501 Brady Project, at an estimated cost of \$5.4 million with the following legal description:

A 34,124 sq. ft. tract located in part of Lot 2, Lots 3, 4, and 5, Block 53, in LeClaire's 2nd Addition to the City of Davenport, Scott County, Iowa, more particularly described as commencing at the Southeast Corner of said Lot 5; thence S88°05'37"W, 229.18 ft. with the north right of way line of East 5th Street; thence N01°54'23"W, 148.97 ft. to the south right of way line of the alley; thence N87°56'29"E, 228.02 ft. with the north lines of said Lots 2, 3, 4, and 5 to the west right of way line of North Perry Street; thence S02°21'09"E, 149.58 ft. with the east line of said Lot 5 to the Point of Beginning, containing 34,124 sq. ft.

WHEREAS, the City has an interest in growing the density of the downtown and increasing the tax base; and

WHEREAS, the Developer has been approved for State Workforce Housing Tax Credit assistance; and

WHEREAS, the City has available HOME funds that must be obligated for certain eligible purposes and the Developer has applied for up to \$300,000 in HOME assistance funding from the City to bridge a gap in the funds and/or financing available for the project; and

WHEREAS, the City has approved the project for URTE (Urban Revitalization Tax Exemption) benefits.

WHEREAS, the project will need to pass an environmental review which is required by HUD and other program and financial requirements.

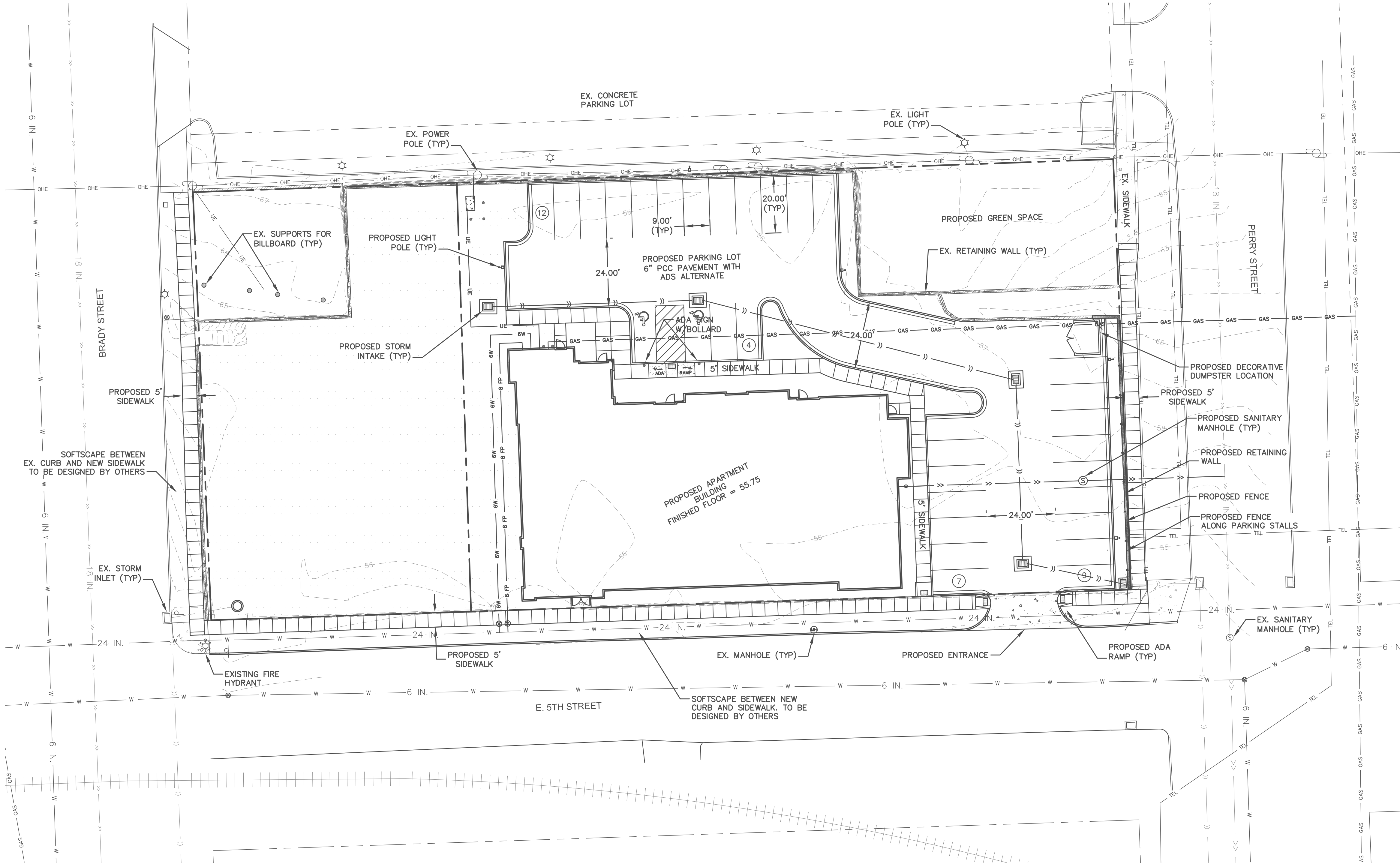
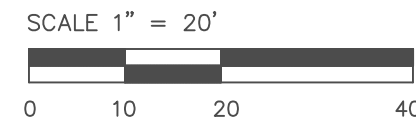
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that contingent upon the aforementioned items, we approve the Development Agreement for this important project in our community, subject to City ordinances and the building permit process.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk



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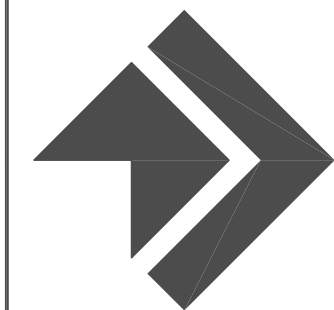
GENERAL NOTES

1. THE PORTLAND CEMENT CONCRETE SUPPLIED FOR USE ON THE PROJECT SHALL CONFORM TO SECTION 7010 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS CURRENT EDITION OR CITY ORDINANCES.
2. PORTLAND CEMENT CONCRETE SHALL BE IADOT CLASS C WITH A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI.
3. SIDEWALKS AND DRIVEWAYS SHALL CONFORM TO SECTION 7030 OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS BOOK CURRENT EDITION OR CITY CODE.

REVISIONS	DESCRIPTION	DATE

Landmark
ENGINEERING GROUP
2440 UNIVERSITY AVENUE, SUITE 4
DAVENPORT, IOWA 52805
(319) 755-5400
FAX (319) 755-5522

CIVIL ENGINEERING AND LAND SURVEYING
DESIGN FIRM REGISTRATION NUMBER 184-001511



PROPOSED SITE PLAN MIXED USE DEVELOPMENT DAVENPORT, IOWA

LEGEND

---	PROPERTY LINE
- - -	EXISTING LOT LINE/R.O.W.
=====	EXISTING CURB LINE
=====	PROPOSED CURB & GUTTER
	EXISTING FIRE HYDRANT
	EXISTING WATER VALVE
8" FP	PROPOSED 8" PVC FIRE LINE
6" W	PROPOSED 6" PVC POTABLE WATER LINE
	EXISTING STORM INLET
	EXISTING STORM CATCH BASIN
---	EXISTING STORM SEWER LINE
	PROPOSED STORM INTAKE
	PROPOSED STORM MANHOLE
---	PROPOSED STORM SEWER LINE
	EXISTING SANITARY MANHOLE
---	EXISTING SANITARY SEWER LINE
	PROPOSED SANITARY MANHOLE
---	EXISTING SANITARY SEWER LINE
GAS	EXISTING GAS LINE
GAS	PROPOSED 6" GAS LINE
	EXISTING MANHOLE
	EXISTING LIGHT POLE
	EXISTING POWER POLE
OHE	EXISTING OVERHEAD ELECTRIC LINE
UE	EXISTING UNDERGROUND ELECTRIC LINE
UE	PROPOSED 1" UNDERGROUND ELECTRIC LINE
TEL	EXISTING TELEPHONE LINE
---	EXISTING TELEPHONE LINE - REMOVE
x x x	PROPOSED FENCE LINE
	EXISTING SIGN
	PROPOSED LIGHT POLE

DATE: 04/14/15
DRAWN BY: HLG
CHECKED BY: MRS
PRINT DATE: 05/28/15

C3

SHEET 3 OF 8

01-15-1266

**DEVELOPMENT AGREEMENT BETWEEN
501 BRADY ASSOCIATES, L.P. AND
CITY OF DAVENPORT, IOWA**

For the Administration and Implementation of the Iowa Department of Economic Development Community Development Block Grant (CDBG) Housing Disaster Recovery Fund Contract (08-DRH-213) and the HOME Funding Assistance for the 501 Brady Project, located at 501 Brady Street, Davenport, Iowa.

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the City of Davenport, Iowa (hereinafter referred to as the "City") and **501 Brady Associates, L.P.** (hereinafter referred to as the "Developer").

WHEREAS, the City owns the property at 501 Brady Street and desires that the site be developed into housing; and

WHEREAS, the Developer has proposed the construction of new rental units on the site at an estimated total project cost of approximately \$5.4 million; and

WHEREAS, the Iowa Economic Development Authority (IEDA) awarded a \$3 million Community Development Block Grant (CDBG-DR) from the Housing Disaster Recovery Fund (hereinafter referred to as the "State") to the City for the new construction of 24 housing units, which will include 13 affordable rental units, defined in the grant as benefiting families earning no more than 80% of the higher of median family income of Scott County or the statewide nonmetropolitan area as determined by the latest U.S. Department of Housing and Urban Development, Section 8 income guidelines; and

WHEREAS, the Developer's intention with the remaining 11 units is to make them available at market rate rents; and

WHEREAS, the Developer has been approved for State Workforce Housing Tax Credit assistance; and

WHEREAS, the Developer has applied for up to \$300,000 in HOME assistance funding from the City to bridge a gap in the funds and/or financing available for the project; and

WHEREAS, the City has approved the project for URTE (Urban Revitalization Tax Exemption) benefits.

NOW, THEREFORE, the Developer and the City hereby agree to the following terms and conditions set forth in this Agreement. In consideration of the mutual

promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

1. The City and the Developer agree to sign the appropriate documents necessary to reflect the commitment of the State CDBG-DR funding and City HOME funding, contingent upon satisfying all underwriting and programmatic review requirements by the various regulations, codes, funders, lenders, and investors, including completion of Environmental Assessment Review and Removal of Grant Conditions by the State and the U.S. Department of Housing and Urban Development (HUD).
2. The City will draw down funds from the State and HUD to pay for eligible costs incurred by the Developer and/or its contractors or designees. The Developer shall be required to provide all necessary documentation and access to the project as required by the City and the State to process payout requests. The Developer shall be required to pay contractors and other eligible costs and then seek reimbursement from the City, with appropriate documentation of payment before the reimbursement request will be processed. The City shall review the payout request documents and conduct inspections as necessary.
3. Upon request, the Developer shall provide to the City all copies of all books, documents, papers, accounting records, reports, and other evidence, which the Developer shall possess and/or procure, so that the City may maintain these materials and meet all applicable requirements under the State Agreement. Timely documentation and completion of reports expected to be required of the Developer include, but are not limited to: Housing beneficiary and unit data, final request for payment, activity status reports, Section 3 reports, Davis-Bacon Prevailing Wage reports, all necessary permits and final inspection documents, and a copy of Developer audit reports.
4. Any obligations and responsibilities assigned to the City through the Contract between the State and the City shall be the responsibility of the Developer. The Developer is obligated and responsible to perform any requested action that will allow the City to meet its obligations under the State or HUD Closing documents.
5. The Developer shall indemnify, defend, and hold the City and the State harmless from any action or liability arising out of the design, construction, maintenance, inspection or use of the project site or funding.
6. Both the City and the Developer shall perform their respective obligations and responsibilities in a timely manner, recognizing their mutual interests in the completion of the project without delaying the opposite party and other related parties.

7. If any section, provision or part of this Agreement is declared to be invalid or unconstitutional by a court of competent jurisdiction or administrative tribunal, such findings shall not affect the validity or enforceability of this Agreement as a whole. However, if this Agreement is declared invalid in totality and the City remains obligated under the terms of its Contract with the State, the Developer shall complete the obligations assigned it through this Agreement and/or repay to the City and the State any prior reimbursements, if directed by the City and/or State that such reimbursement be made. It is expressly agreed and understood that this provision shall survive any determination of invalidity or otherwise termination of this Agreement.

8. This Agreement and all appropriate closing documents for both forms of assistance may be executed in two or more counterparts, each of which so executed shall be deemed to be an original.

9. Any subsequent changes or modifications to the general terms of this Agreement must be in the form of a duly executed addendum to this Agreement.

10. This Agreement shall be governed by the law of the State of Iowa.

IN WITNESS WHEREOF, each of the parties hereto has secured the approval of its policy board and executed this Agreement.

Mayor William E. Gluba
City of Davenport

Frank Levy, President
501 Brady Associates, L.P.

City of Davenport

Agenda Group: Community Development
Department: CPED
Contact Info: Bruce Berger, 326-7769
Wards: 3

Action / Date
CD8/5/2015

Subject:

Resolution approving the conveyance of property located at 501 Brady for the 501 Brady project (Newbury Living or their assignee, 501 Brady Associates, L.P., petitioner). [Ward 3]

Recommendation:

Approve the resolution.

Relationship to Goals:

Neighborhood improvements.

Background:

Earlier this year, the City Council approved the conveyance of the entire half block at the NE corner of 5th and Brady for the 501 Brady project. However, the actual transfer of the property has not yet occurred.

The proposed project consists of 24 new housing units as well as an interpretive center for Martin Luther King, Jr. As the project analysis progressed, it was determined that for financing purposes, it is appropriate for the developer to only acquire roughly 2/3 of the previously approved conveyance.

The developer expects to begin work as soon as late August or September, pending completion of the HUD required environmental review and other program and financial underwriting requirements.

Approval of this resolution would authorize the City Administrator or her designee to sign all necessary closing documents, pending satisfaction of all contingency items.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	7/29/2015 - 2:00 PM
Community Development Committee	Berger, Bruce	Approved	7/29/2015 - 2:00 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:43 PM

City of Davenport

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

Action / Date
PS7/15/2015

Subject:

Second Consideration: Ordinance amending Schedule VIII of Chapter 10.96 entitled "30-Minute Parking" by adding Bridge Avenue along the frontage of 1112 Bridge Avenue. [Ward 5]

Recommendation:

Approve the ordinance.

Relationship to Goals:

Revitalized Neighborhoods & Corridors.

Background:

Family Resources is located at 1112 Bridge Avenue. They have had a difficult time providing parking for parents to pick up their children because the on-street parking in front of their building is often occupied. They are asking for parking with a 30 minute time limit in order to create turnover. The distance of their frontage is 145 feet.

ATTACHMENTS:

Type	Description
☐ Ordinance	PS_ORD_Bridge Ave 30 Min Parking_pg 2
☐ Backup Material	Bridge Ave map

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Admin, Default	Approved	7/16/2015 - 1:47 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SECTIONS OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VIII 30-MINUTE PARKING THERETO BY ADDING BRIDGE AVENUE ALONG THE FRONTAGE OF 1112 BRIDGE AVENUE.

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

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

Bridge Avenue along the frontage of 1112 Bridge Avenue.

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

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

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

First Consideration _____

Second Consideration _____

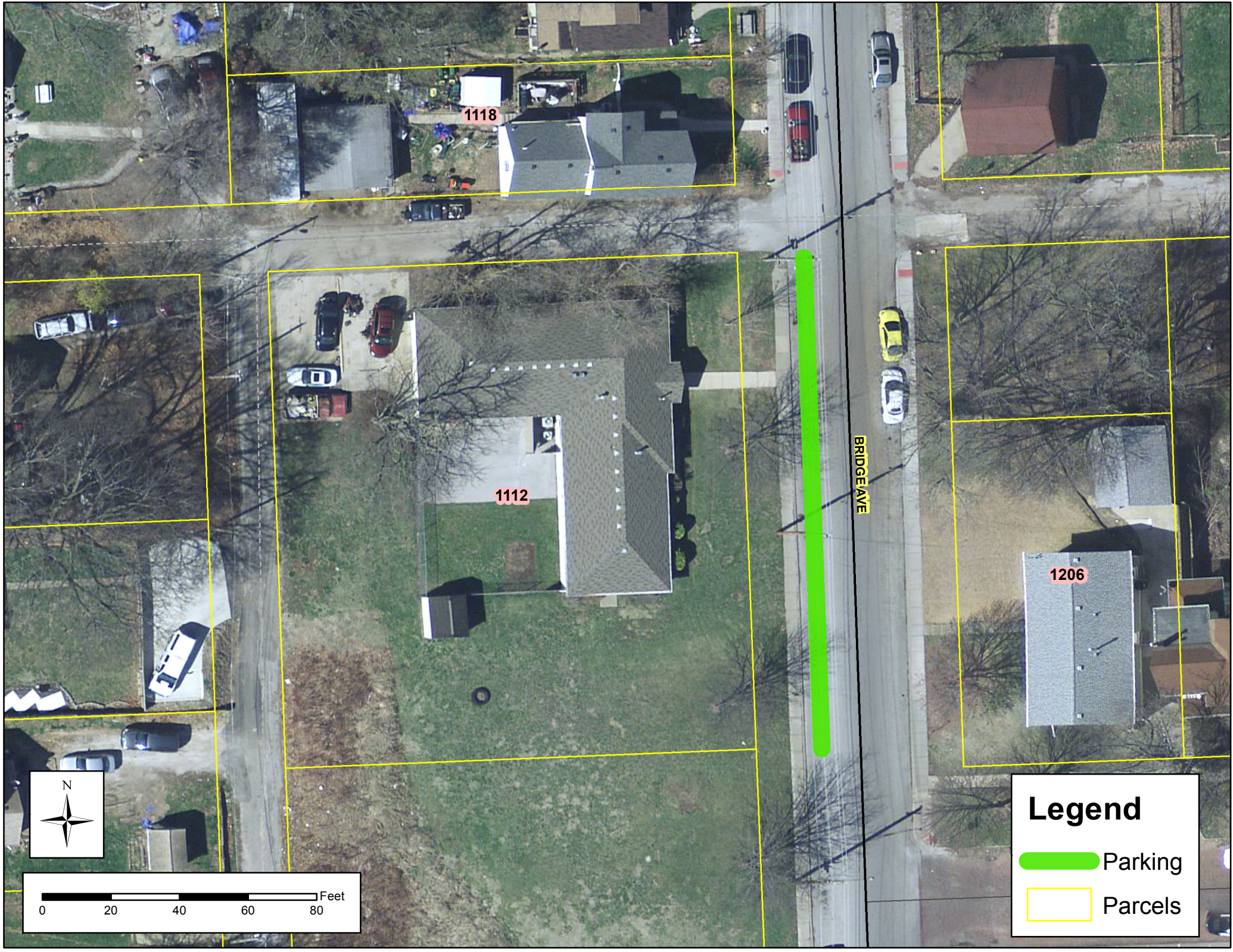
Approved _____

William E. Gluba
Mayor

Attest: _____

Jackie Holecek, CMC
Deputy City Clerk

Published in the Quad City Times on _____



1118

1112

1206

BRIDGE AVE



0 20 40 60 80 Feet

Legend

 Parking

 Parcels

City of Davenport

Agenda Group: Public Safety
Department: City Clerk
Contact Info: Jackie E. Holecek 563-326-6163
Wards: 3, 5, 7

Action / Date
PS8/5/2015

Subject:

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

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
☐ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/15/2015 - 12:36 PM

RESOLUTION NO. 2015-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: Palmer College

Event: Homecoming

Dates: August 12-16

Time: 6AM to Midnight

Closure Location: No parking on Palmer Drive between Main and Perry Street and closing 2 northeast lanes of Brady Street on Saturday, August 15 and Sunday, August 16th.

Ward: 3

Entity: Corey Condon

Event: Car Show

Dates: August 23rd

Time: 6:00 AM – 5:00 PM

Closure Location: 4th Street between Warren and Marquette Streets

Ward: 3

Entity: Live Uncommon

Event: Live Uncommon Summer Series Finale

Dates: September 4 & 5

Time: September 4 at 4:00 PM to September 6 at 6:00 PM

Closure Location: 2nd Street between Brady and Harrison Streets and the southern most lane of River Drive from Harrison Street to Oneida Street

Ward : 3

Entity: Mary's on 2nd

Event: We Care 2015 Fundraiser

Dates: September 11th and 12th

Time: September 11th at Noon to September 12th at Midnight

Closure Location: Warren Street from 2nd Street north to the alley; 2nd Street between Warren and Brown Street

Ward 3

Entity: St Paul the Apostle School

Event: Back to School Block Party

Dates: September 12th

Time: 400 PM to 8:30 PM

Closure Location: Rusholme Street between Arlington and Carey

Ward: 5

Entity: Quad City Symphonty

Event: Pops Concert

Date: September 12

Time: 6:30-9:30 PM

Closure Location: Beiderbecke Drive from Main Street to Ripley Street

Ward: 3

Entity: Beaux Arts Foundation

Event: Beaux Arts Fall Fair

Date: September 12-13

Time: Friday – Noon through Sunday at 5:00 p.m.

Closure Location: 2nd Street between Main and Harrison Streets

Ward: 3

Entity: Genesis Health System

Event: 5K Walk/Run

Date: September 12, 2015

Time: 7:30 a.m. to 11:00 a.m.

Closure Location: Prairie Heights Park Road

Ward: 6

Entity: St. Ambrose University

Event: Killer Bee 5K Run/Walk

Dates: Saturday, September 19th

Time: 8am until race finish

Closure Location: Ripley Street from High to Dover Court, Dover Court from High to Gaines Street, Gaines Street to High Street, Rushlome from Gaines to Lillie Avenue, Lillie from Rusholme to Pleasant St, Warren Street from Pleasant St to Spaulding Blvd

Ward: 5, 7

Entity: MidCoast Fine Arts
Event: Riverssance Festival of Fine Arts
Date: Friday, Saturday and Sunday, September 19-20
Time: 8:00 AM starting September 18th through September 20th at 8:00 PM
Closure Location: 11th Street from Jersey Ridge Road to Hillcrest
Ward: 6

Entity: Celtic Cultures Alliance of the Quad Cities
Event: Celtic Festival & High Games
Date: September 18-19th
Time: 8 am to 10 pm
Closure Location: Warren Street at Beiderbecke Drive
Ward: 3

Entity: Davenport Jaycees
Event: Brew Ha Ha
Dates: September 19, 2015
Time: Beginning at 8:00 AM, September 18th until 5:00 pm, August 19th
Closure Location: Beiderbecke Drive & LeClaire Park
Ward: 3

Entity: Quad Cities Fall PRIDE
Event: Quad Cities Fall PRIDE
Dates: September 25 & 26, 2015
Time: Beginning at 7:00 AM, September 25th until 5:00 pm, August 27th
Closure Location: Beiderbecke Drive & LeClaire Park
Ward: 3

Entity: Quad Cities Marathon
Event: Marathon and Festival
Date: Sunday, September 27
Time: 8:00 AM starting through 10:30 AM
Closure Location: Gaines Street to Centennial Bridge Off Ramp; 2nd Street to Western to River Drive to bikepath; Government Bridge to 2nd Street to Perry Street to Bikepath
Ward: 3



Approved this 15th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Eric Gravert; (563) 327-5125
Wards: 3

Action / Date
PW8/5/2015

Subject:

Resolution of acceptance for the construction of the LeClaire Park/Freight House Exterior Power Upgrades completed by Tri-City Electric of Davenport, IA, CIP Project #'s 10779 and 10117. [Ward 3]

Recommendation:

Pass the Resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This project was for the repair/replacement of the infrastructure for exterior electrical equipment around LeClaire Park and the Freight House. Upon completion, the temporary power used for vendors at these locations are now above the flood plain, and vendors have access to new electrical services creating more opportunity for business.

The final contract amount was \$103,816 budgeted in CIP #'s 10779 and 10117.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	PW_RES LeClaire Park

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 5:12 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:26 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:47 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution of acceptance for the construction of the LeCaire Park/Freight House Exterior Power Upgrades completed by Tri-City Electric of Davenport, IA.

Whereas, the City of Davenport entered into a contract with Tri-City Electric of Davenport, Iowa for construction work; 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 construction of temporary power used for vendors at these locations will be above the flood plain, and vendors will access to new electrical services creating more opportunity of business is hereby accepted.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Eric Gravert; (563) 327-5125
Wards: 3

Action / Date
PW8/5/2015

Subject:

Resolution of acceptance for the construction of the Freight House North Facade Beautification completed by Valley Construction of Rock Island, IL, CIP Project #10139. [Ward 3]

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

This project was for construction services to landscape the north side of the Freight House. The work improved water drainage, provided a pleasing look surrounding the north area of the Freight House, and prevented pedestrian mishaps due to the drop-off between the new sidewalk and existing brick pavers.

The final contract amount was \$87,700 budgeted in CIP #10139.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	FRT HOUSE FACADE PG2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 5:06 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:33 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:47 PM

Resolution No. _____

Resolution offered by Alderman Ambrose

Resolution of acceptance for the construction of the Freight House North Facade Beautification completed by Valley Construction of Rock Island, IL, CIP Project #10139.

Whereas, the City of Davenport entered into a contract with Valley Construction of Rock Island, IL for construction work; 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 construction of better water drainage away from the building, a pleasing look surrounding the north area of the Freight House, and the removal of the drop-off between the new sidewalk and existing brick pavers is hereby accepted.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Mike Atchley; (563) 327-5149
Wards: 6

Action / Date
PW8/5/2015

Subject:

Resolution to approve purchase agreements for the acquisition of right of way and easements for the Veterans Memorial Parkway Project (I-74 to Utica Ridge Rd. The purchase price is \$800,000 and budgeted in CIP Project #10556. [Ward 6]

Recommendation:

Approve the resolution.

Relationship to Goals:

Upgraded City Infrastructure and Public Facilities.

Background:

The Bi-State Regional Transportation Plan and the Comprehensive Plan of the City of Davenport include the upgrading of Veteran Memorial Parkway/Forest Grove Road from a two lane roadway to a four lane minor arterial/major collector from Brady Street/Highway 61 to the east corporate limit of the City. This project includes realigning Veterans Memorial Parkway as detailed in the Environmental Assessment approved by City Council on October 14th, 2009 and the Federal Highway Administration on July 7, 2010.

This portion of the project is for acquisition of right of way and easements. Broders Appraisal was hired for the necessary appraisal work. The purchase price of the acquisition is \$800,000. budgeted in CIP Project #10556.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	PW_RES_MOELLER PURCHASE PG2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 2:31 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:39 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:47 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

Resolved by the City Council of the City of Davenport.

Resolution to approve purchase agreements for the acquisition of right of way and easements for the Veterans Memorial Parkway Project (I-74 to Utica Ridge Rd. The purchase price is \$800,000 and budgeted in CIP Project #10556.

Whereas, the City of Davenport needs additional right-of-way and easements for the widening and paving of Veterans Memorial Parkway.

Whereas, an appraisal was completed.

Whereas the property owners have signed purchase agreement.

Now, therefore, be it resolved, by the City Council of the City of Davenport that the Mayor and City Clerk are authorized to execute the purchase agreements for the acquisition of right-of-way and easements necessary for the construction of the Veterans Memorial Parkway Project (I-74 to Utica Ridge Road).

Passed and approved this 12th day of August, 2015

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Tom Leabhart; (563)327-5155
Wards: 3 & 4

Action / Date
PW8/5/2015

Subject:

Resolution approving the Cooperative Agreement with the Iowa Department of Transportation for the resurfacing of Harrison Street from 12th Street to River Drive. [Wards 3 & 4]

Recommendation:

Approve the Resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

The Iowa Department of Transportation (DOT) budgets funding for maintenance of various primary state routes located within the Davenport City Limits. This agreement allocates \$800,000 for resurfacing of Harrison Street from 12th Street to River Drive.

The contract has been awarded, subject to Iowa DOT approval, to Valley Construction of Rock Island, IL in the total amount of \$1,939,409.

Included in the contract is repair and replacement of existing storm and sanitary sewer lines utilizing \$293,221 in CIP# 10424, street repair utilizing \$846,188 in CIP# 35005 and \$800,000 of state funding. Additionally Iowa American Water will replace main water lines at their own expense utilizing our construction to enhance project coordination.

If the agreement is approved, work will begin in August and is scheduled to be completed no later than December 31, 2015. The DOT will reimburse the City in full for the eligible construction costs up to the agreement amount of \$800,000.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	PW_Res_DOT_agrmnt_Harrison_Resurf pg2
☐ Backup Material	PW_RES Harrison document

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 2:33 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 2:56 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:49 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

Resolution approving the Cooperative Agreement with the Iowa Department of Transportation for the resurfacing of Harrison Street from 12th Street to River Drive.

Whereas the Iowa Department of Transportation is responsible for certain maintenance costs on the travel lanes of State route Primary Highways within the Davenport City Limits, and

Whereas the Engineering Division of Public Works has taken bids and awarded the contract subject to Iowa Department of Transportation approval, and

Whereas the Iowa Department of Transportation will reimburse the City of Davenport for 100% of the eligible construction costs up to an amount of \$809,000 associated with the State routes, and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Supplemental Maintenance Agreement for the Full Depth Patching Project is hereby approved.

BE IT FURTHER RESOLVED:

That the Mayor is hereby authorized and directed to sign said Agreement in behalf of the City of Davenport.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, Deputy City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project**

County	Scott
City	Davenport
Project No.	NHSN-461-1(5)-2R-82
Iowa DOT	
Agreement No.	2015-16-254
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Davenport, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to establish or make improvements to Iowa 461 within Scott County, Iowa; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this agreement.
- b. All notices required under this agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be the Area Engineer, Douglas L. Rick, P.E. The LPA's contact person shall be the Chief of Design, Tom Leabhart, P.E.
- c. The LPA shall be responsible for the development and completion of the following described primary highway project:

Hot Mix Asphalt (HMA) resurfacing, sewer repairs, and sidewalk repairs on southbound Iowa 461 (Harrison Street/Business U.S. 61) from 12th Street to River Drive. The project provides for milling; full-depth patching; sub-base repairs; HMA resurfacing of the traffic lanes, parking lanes and sideroad returns; fixture adjustments; sanitary sewer repairs; storm sewer repairs; pavement markings; and sidewalk repairs including ADA compliant curb ramps (see Exhibit A for project location).

- d. All storm sewers constructed as part of the project will become the property of the LPA, which will be responsible for their maintenance and operations. The LPA will not make any connections to said storm sewers without the prior written approval of the DOT. The LPA will prevent use of such storm sewers as a sanitary sewer.

2. Project Costs

- a. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement. The LPA cost share for project costs is estimated at \$729,863. The total project costs are estimated at \$1,539,564 (see Exhibit B).

- b. The LPA will be responsible for the cost of resurfacing, pavement repair, and pavement marking work within the parking lanes and on side streets beyond the primary road gutter line (no parking areas) or edge of the traffic lane (parking areas); all curb repair; 50% of the ADA compliant pedestrian curb ramps within the primary road intersections; sidewalk repairs beyond what is needed for the ADA curb ramps; all storm sewer work; all sanitary sewer work; driveway and boulevard repairs; and any other work beyond the gutter line of the Primary roads.
- c. The DOT will be responsible for the resurfacing, pavement repair, and pavement marking work within the traffic lanes of Iowa 461; and 50% of the ADA compliant pedestrian curb ramps within the primary road intersections.
- d. The DOT shall contribute an estimated \$809,701 toward the project costs. DOT reimbursement will be made upon completion of construction and proper billing by the LPA and will be determined by the quantities in place and the accepted bid at the contract letting.

3. Environmental, Right-of-Way, Permits and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right-of-Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and / or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, or other State or Federal agencies as may be required.
- c. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right-of-way.
- d. If the project requires utility relocations, subject to the approval of and without expense to the DOT, the LPA agrees to perform or cause to be performed all relocations, alterations, adjustments or removals of existing utility facilities, including but not limited to power, telephone lines, fiber optics lines, natural gas pipelines, water mains and hydrants, curb boxes, utility accesses, storm water intakes, sanitary sewers, and related poles, installations and appurtenances, whether privately or publicly owned, and all parking meters, traffic signals and other facilities or obstructions which are located within the limits of an established street or alley and which will interfere with construction of the project and the clear zone. All utility relocations shall be accomplished in accordance with the DOT's Utility Accommodation Policy, as set forth in 761 Iowa Administrative Code, Chapter 115.
- e. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.

- b. The project plans, specifications and engineer's cost estimate shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- c. All proposed highway or street improvements shall be designed using good engineering judgment and the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets", (latest edition). Design policy and guidance shall be in accordance with the Iowa Department of Transportation Design Manual, and for design aids in accordance with the Road Design Details and Standard Road Plans and Specifications.
- d. The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", by the Federal Highway Administration, as adopted by DOT, as per 761 Iowa Administrative Code, Chapter 130.

5. Bid Letting

- a. The LPA shall submit the plans, specifications, and all other contract documents for review and approval prior to letting by the LPA. The project may be submitted for letting in phases, in the order of preference as determined by the LPA. The DOT shall review said submittal(s) recognizing the LPA's development schedule and shall, after satisfactory review, authorize in writing the LPA to proceed with implementation of the project.
- b. For portions of the project let to bid, the LPA shall conduct the project bid letting in compliance with applicable laws, ordinances, and administrative rules. The LPA shall advertise for bidders, make a good faith effort to get at least three (3) bidders, hold a public letting and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The LPA shall provide the DOT file copies of project letting documents within five (5) days after letting.
- c. The LPA shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The LPA shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The LPA shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- d. The LPA shall be the contracting authority.

6. Construction & Maintenance

- a. The LPA shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA shall comply with the procedures and responsibilities for materials testing and construction inspection according to DOT's Materials Instructional Memorandums (I.M.'s) and the Construction Manual. If requested, the DOT may be able to perform some testing services. If performed, the DOT will bill the LPA for testing services according to its normal policy.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- d. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- e. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code sections 150.3(1)c and 150.4(2) will remove or cause to be removed all encroachments or obstructions in the

existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.

- f. With the exception of service connections no new or future utility occupancy of project right-of-way, nor any future relocations of or alterations to existing utilities within said right-of-way (except service connections), will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- g. General Parking Requirements:
 - i. Parking will be allowed at the following locations along Harrison Street (Iowa 461/Business U.S. 61): On the west side of the primary highway from 12th Street to 5th Street; on both sides of the primary highway from 5th Street to 2nd Street; and on the east side of the primary highway from 2nd Street to River Drive. Parking restrictions on the primary highway are as follows: In addition to parking restrictions listed in Iowa Code Section 321.358, parking will be restricted for 55-feet on the approach side of each non-signalized intersection, 10-feet on the approach side of each signalized intersection, and for 5-feet on the departing side of all intersections.
 - ii. On minor side streets controlled with stop signs, with two through lanes and two parking lanes (parallel or diagonal), parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 35 feet beyond the far sidewalk. On minor side streets controlled with stop signs, with four through lanes and two parallel or diagonal parking lanes, parking will be prohibited a distance of 35 feet in advance of the near sidewalk or stop sign and a distance of 20 feet beyond the far sidewalk.
 - iii. On minor side streets with traffic control signals, with two through lanes and two parallel parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 35 feet beyond the far sidewalk. On minor side streets with four through lanes and parallel or diagonal parking lanes, parking will be prohibited a distance of 20 feet in advance of the near sidewalk or traffic signal and a distance of 20 feet beyond the far sidewalk.
 - iv. If not already covered by an existing ordinance, the parking restrictions listed above will be outlined in a new ordinance which will be enacted by the LPA. The new ordinance would go into effect no later than such time as the project is completed and opened to through traffic.
- h. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- i. After the project construction is complete and prior to final acceptance of the project by the DOT, the LPA shall furnish three sets of "as-built" plans to the DOT's contact person.
- j. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. Iowa 461 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the LPA will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The LPA will work in close cooperation with the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.

- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as per 761 Iowa Administrative Code, Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project activity costs. The DOT may withhold up to 5% of the Federal and / or State share of construction costs, either by state warrant or by crediting other accounts from which payment may have been initially made. If upon final audit, the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete and after the LPA has provided all required paperwork, the DOT will release the Federal or State funds withheld.
- c. Upon completion of the project, a Professional Engineer licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of State and / or Federal funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.
- b. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA 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.
- c. The LPA shall use positive efforts to solicit proposals or bids from and to utilize Targeted Small Business (TSB) enterprises as consultants or contractors and ensure that the consultants or contractors make positive efforts to utilize these enterprises as subconsultants, subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit C which is attached hereto and by this reference incorporated into this agreement.

- d. The LPA agrees to indemnify, defend and hold the DOT harmless from any action or liability arising

March 2010

out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.

- e. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- f. This agreement is not assignable without the prior written consent of the DOT.
- g. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- h. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA 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.
- i. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- j. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2015-16-254 as of the date shown opposite its signature below.

CITY OF DAVENPORT:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____
who signed said Agreement for and on behalf of the City was duly authorized to execute the same on
the ____ day of _____, 20____.

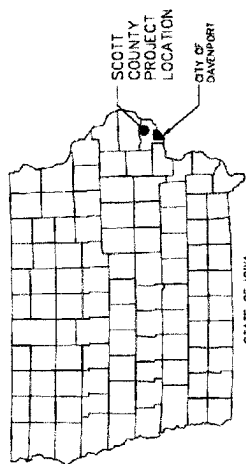
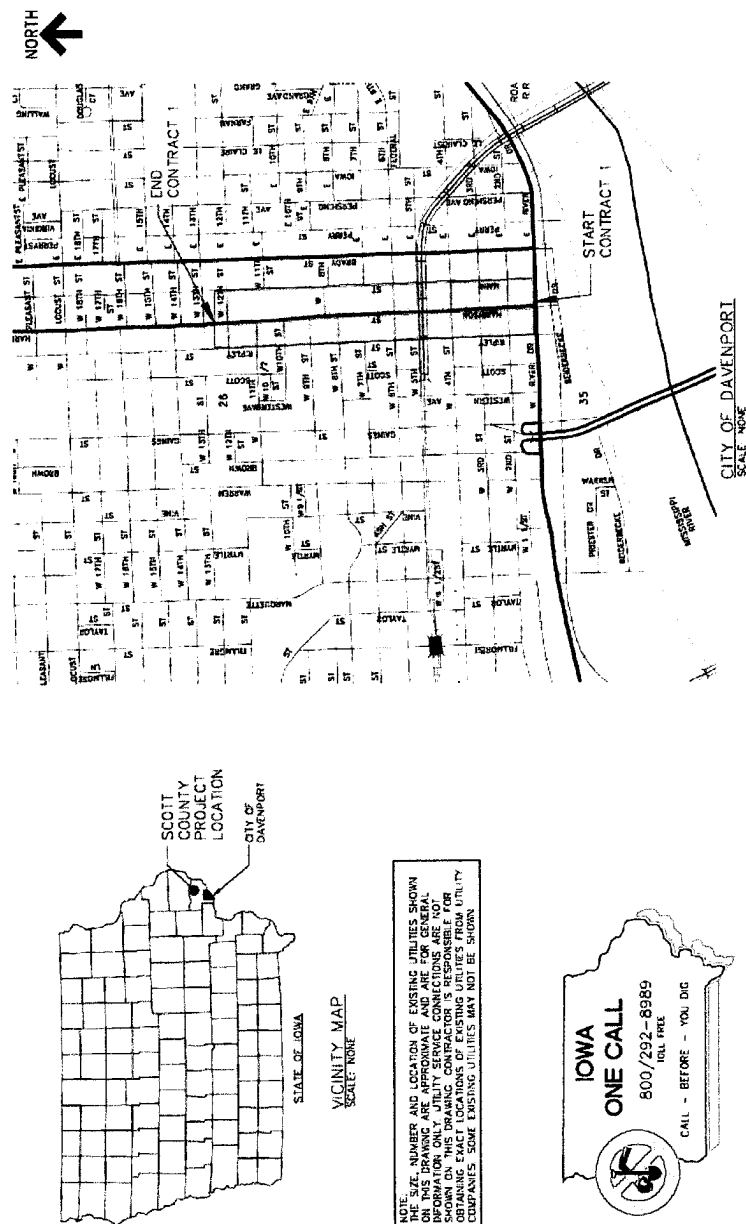
Signed: _____
City Clerk of Davenport, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

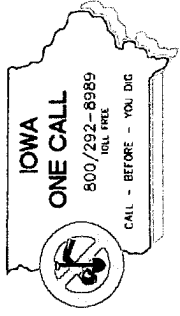
By: _____ Date _____, 20____.
James R. Schnoebelen
District Engineer
District 6

PLANS FOR CONTRACT 1

HARRISON STREET FROM RIVER DR TO 12TH ST HARRISON AND MARQUETTE STREETS SEWER REPAIR AND RESURFACING PROJECT DAVENPORT, IOWA



NOTE: THE SIZE, NUMBER AND LOCATION OF EXISTING UTILITIES SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE FOR GENERAL INFORMATION ONLY. UTILITY SERVICE CONNECTIONS ARE NOT SHOWN. EXISTING UTILITIES ARE NOT TO BE MOVED OR DELETED. OBTAINING EXACT LOCATIONS OF EXISTING UTILITIES FROM UTILITY COMPANIES. SOME EXISTING UTILITIES MAY NOT BE SHOWN.



CIP #10424 HARRISON STREET RESURFACING

CITY OF DAVENPORT
SCALE: NONE

Harrison St. Resurfacing and Sewer Replacement - River Dr. to 12th St.

Date of Estimate: 6/15/2015

BID NO.	DESCRIPTION	UNIT	UNIT PRICE	IowaDOT		City of Davenport	
				1.5" Mill and Overlay		1.5" Mill and Overlay	
				Harrison - River Dr to 12th		Harrison - River Dr to 12th	
				Estimated Quantity	Total Amount	Estimated Quantity	Total Amount
1	Mobilization	LS		1	\$16,742.00	1	\$14,836
2	Removal, Pavement Rotomilling (Mainline)	SY	\$1.75	19,534	\$34,184.50		
3	Removal, Pavement Rotomilling (Outside Mainline)	SY	\$1.75			6,632	\$11,606
4	Removal, PCC Rotomilling	SY	\$6.25	105	\$656.25	105	\$656
5	Removal, Sidewalk (4" Mainline)	SF	\$2.00			8,015	\$16,030
6	Removal Sidewalk (8" Pedestrian Curb Ramp)	SF	\$3.00			3,935	\$11,805
7	Removal, 10" Sewer	LF	\$5.00			20	\$100
8	Removal, 12" Sewer	LF	\$5.00			20	\$100
9	Removal, 15" Sewer	LF	\$5.00			35	\$175
10	Removal 36" Brick Sewer	LF	\$20.00			70	\$1,400
11	Removal, 60" Sewer	LF	\$25.00			16	\$400
12	Removal, Sanitary or Storm Manhole of Storm Inlet	EA	\$750.00			4	\$3,000
13	Sewer Abandon In Place (Plug); 10" Sewer	EA	\$500.00			1	\$500
14	Traffic Control	LS	\$50,000.00	0.20	\$10,000.00	0.8	\$40,000
15	Connection to Existing Sewer - Fernco Coupling	EA	\$1,000.00			10	\$10,000
16	Connection to Existing Sewer - Concrete Collar	EA	\$1,500.00			10	\$15,000
17	Connection to Existing Manholes	EA	\$750.00			1	\$750
18	Sanitary Manhole, 5' Dia. X 12' Deep	EA	\$6,500.00			4	\$26,000
19	Flowable Fill	CY	\$125.00			15	\$1,875
20	Allowance - Unsuitable Materials	CY	\$40.00			349	\$13,960
21	Allowance - Pipe Foundation Materials	CY	\$25.00			250	\$6,250
22	Erosion Control	MO	\$1,500.00			6	\$9,000
23	Temporary Fencing	LF	\$10.00			1,000	\$10,000
24	4" PCC Sidewalk (Mainline)	SF	\$7.00			8,015	\$56,105
25	8" PCC Sidewalk (Pedestrian Curb Ramp)	SF	\$13.00	2,207	\$28,691.00	2,208	\$28,704
26	Detectable Handicap Ramp Surface	SF	\$40.00	270	\$10,800.00	270	\$10,800
27	Scarfy Subbase (Patching)	SY	\$2.00	3,907	\$7,814.00	1,326	\$2,652
28	6" Granular Sub-base (Patching)	SY	\$20.00	1,954	\$39,070.00	1,326	\$26,520
29	9" PCC Base (Patching)	SY	\$100.00	3,907	\$390,700.00	1,326	\$132,600
30	Asphalt Overlay (Mainline), 1.5"	TON	\$95.00	1,594	\$151,430.00		
31	Asphalt Overlay (Outside Mainline), 1.5"	TON	\$95.00			541	\$51,402
32	Pavement Markings, 4" Equivalent	LF	\$1.50	6,000	\$9,000.00	15,000	\$22,500
33	15" Sanitary Sewer In Trench	LF	\$116.00			15	\$1,740
34	36" PVC Sanitary Sewer In Trench	LF	\$320.00			70	\$22,400
35	12" PVC Storm Sewer In Trench	LF	\$90.00			20	\$1,800
36	12" RCP Storm Sewer In Trench	LF	\$130.50			455	\$59,378
37	15" RCP Storm Sewer In Trench	LF	\$146.00			20	\$2,920
38	60" RCP Storm Sewer In Trench	LF	\$575.00			16	\$9,200
39	Storm Manhole, 5' Dia X 8' Deep	EA	\$4,500.00			1	\$4,500
40	Storm Inlet, Single	EA	\$3,000.00			1	\$3,000
41	Testing - Concrete, Subgrade, Asphalt	MO	\$2,500.00	2	\$5,000.00	2	\$5,000

Subtotal \$704,088

\$634,664

DOT

CITY

Undeveloped Design details 15%

\$105,613

\$95,200

Estimated Construction Cost

\$809,701

\$729,863

Estimated Project Total Cost: \$1,539,564

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(7), 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 4 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.
- (5) 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.

City of Davenport

Agenda Group: Public Works
Department: Engineering/CPED
Contact Info: Lesley Eastlick; (563) 326-7729
Wards: 3

Action / Date
PW8/5/2015

Subject:

Resolution approving the Plans, Specifications, Form of Contract and Estimate of Cost for the East 6th Street Redevelopment – Infrastructure Project, funded through account 54551044 520258 BG250. [Ward 3]

Recommendation:

Approve the Resolution.

Relationship to Goals:

Upgraded City Infrastructure and Public Facilities.

Background:

This project repairs existing and installation of new sidewalk, curb and gutters, and updates ramps for ADA compliance.

This program is a combined effort by CPED and the Engineering Division of the Public Works Department using Community Development Block Grant Funds (CDBG).

Design and construction management of this project will be done by the Engineering Department with input from CPED. The project letting is proposed for September 30th, 2015.

Funds for the East 6th Street Redevelopment – Infrastructure Project, are budgeted through account 54551044 520258 BG250, for a total of \$400,000 in CDBG funds.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	PW_RES_Plans Specs 6th St. Redevelopment
☐ Backup Material	Map 6th St

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 3:42 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:29 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:50 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 estimated cost for the East 6th Street Redevelopment – Infrastructure Project, Project BG250.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the East 6th Street Redevelopment – Infrastructure Project.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that, said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for the East 6th Street Redevelopment – Infrastructure Project.

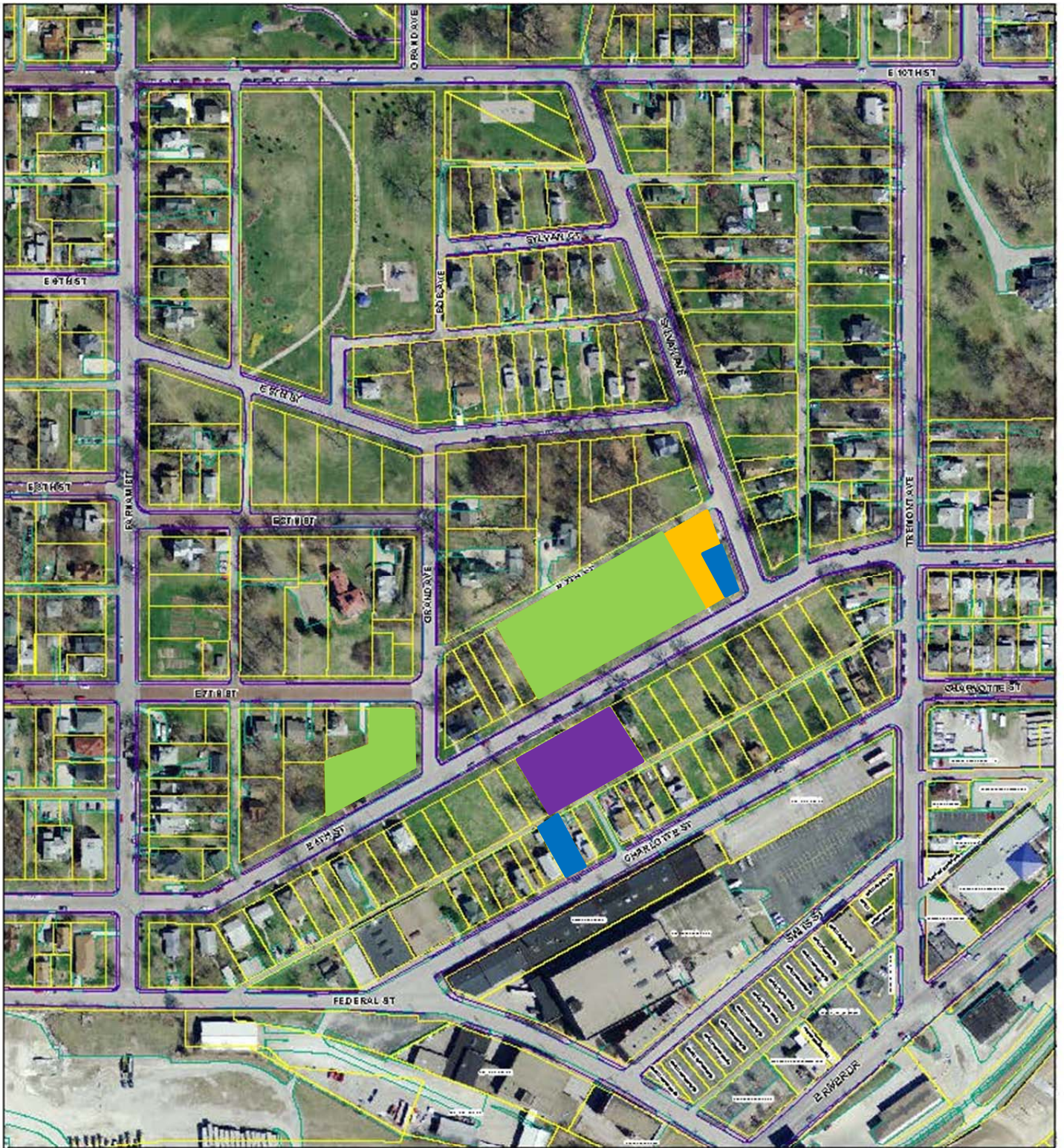
Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk



East 6th Street Redevelopment Area

New Single Family Construction Underway

Future Site of New Single Family Construction

Demolition Complete

Demolition Pending

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Ron Hocker; (563) 327-5169
Wards: All

Action / Date
PW8/5/2015

Subject:

Resolution approving Change Order Number 3 to the the FY2015/2016 Contract Sewer Repair Program with Hagerty Earthworks, LLC in the amount of \$100,000.00. CIP project #10533. [All Wards]

Recommendation:

Pass the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

The Sanitary Sewer Lining Program is currently in progress, and preliminary televising work has identified several repairs that must be completed prior to the lining process. More repairs are anticipated as the work proceeds. Funds for these repairs were budgeted in the Sanitary Sewer Lining CIP project with the intent being to have the work performed under the Contract Sewer Repair Program. This will allow the City to have the work done using existing contract unit prices, providing significant cost efficiencies.

This resolution will approve Change Order Number 3 for the FY2015/2016 Contract Sewer Repair Program with Hagerty Earthworks, LLC in the amount of \$100,000.00. This is CIP project #10533. Funds for this work will be transferred from the Sanitary Sewer Lining Program, CIP project #30012.

Contract Summary:

First Year Contract:	\$ 250,000.00
Increased Amount	\$ 250,000.00
This Change Order:	<u>\$ 100,000.00</u>
New Contract Total:	\$ 600,000.00

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution Letter
☐ Backup Material	C/O #3

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/30/2015 - 10:43 AM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:26 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:49 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLUTION approving Change Order Number 3 to the the FY2015/2016 Contract Sewer Repair Program with Hagerty Earthworks, LLC in the amount of \$100,000.00. CIP project #10533.

WHEREAS, the City of Davenport entered into a contract with Hagerty Earthworks, LLC for the FY2015/2016 Contract Sewer Repair Program, and

WHEREAS, sanitary sewer repair work has been identified and deemed necessary prior to sewer lining work, and

WHEREAS, funds have been budgeted for said work in the Sanitary Sewer Lining Project (CIP 30012), and

WHEREAS, a satisfactory change to the contract has been negotiated and approved by the Public Works Department;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order Number 3 in the amount of \$100,000.00 for the FY2015/2016 Contract Sewer Repair Program with Hagerty Earthworks, LLC is hereby approved, and the Public Works Director is hereby authorized to execute said Change Order.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, 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 BRS
(Work is Required)

CIP MANAGEMENT ANALYST CM
(Funds are Available)

CONSTRUCTION MGR RM
(Work is Constructible)

PUBLIC WORKS DIRECTOR ME
(Approval)

CONTRACTOR: Hagerty Earthworks, LLC
CONTRACTING COMPANY: Hagerty Earthworks, LLC
ADDRESS: 300 East 2nd Street, Suite 304 Muscatine, Iowa 52761

PROJECT TITLE: FY15-FY16 Contract Sewer Repair
CHANGE ORDER #3
CIP #: 10533, 10379

Description to Contractor:

Considering the contract between the City of Davenport and your Company which covers the above-referenced project, the following shall be Change Order #3.

CHANGE ORDER DESCRIPTION:

1. Funds intended for sanitary sewer point repairs were set aside in the FY16 Sanitary Sewer Lining fund (CIP 30012). These funds are being reallocated to the Contract Sewer Repair Program so that the necessary repairs can be completed using existing contract unit prices for this type of work. This change order adds \$100,000.00 from CIP 30012 to Contract #715111502. Any portion of this amount not utilized in conjunction with the Sanitary Sewer Lining Program may be removed from the contract and returned to the Sanitary Sewer Lining fund upon completion of the work.

Total Cost = \$100,000.00

Working Days Adjustment: NA

SUMMARY OF CONTRACT AMOUNT:

First Year Contract:	\$ 250,000.00
Increased Amount	\$ 250,000.00
This Change Order	<u>\$ 100,000.00</u>
Amended Contract Amount:	\$ 600,000.00

Recommend/Approved: Ronald K. Hocter
(Up to \$5,000) Project Manager

Date: 7-29-15

Recommend/Approved: [Signature]
Contractor

Date: 7/30/15

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

Date: 31 July 2015



City of Davenport

Public Works Department

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

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

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee
Required: Green Sheet Motion to Approve

Date: _____

Council Meeting Date: _____

Recommend/Approved: _____
(Over \$100,000) City Clerk, City of Davenport
Required: Green Sheet Resolution to Approve

Date: _____

Council Meeting Date: _____

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Ron Hocker; (563) 327-5169
Wards: All

Action / Date
PW8/5/2015

Subject:

Resolution approving Change Order Number 2 to the the FY2015/2016 Contract Sewer Repair Program with Hometown Plumbing & Heating Co. in the amount of \$100,000.00. CIP project #10533. [All Wards]

Recommendation:

Pass the resolution.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities.

Background:

The Sanitary Sewer Lining Program is currently in progress, and preliminary televising work has identified several repairs that must be completed prior to the lining process. More repairs are anticipated as the work proceeds. Funds for these repairs were budgeted in the Sanitary Sewer Lining CIP project with the intent being to have the work performed under the Contract Sewer Repair Program. This will allow the City to have the work done using existing contract unit prices, providing significant cost efficiencies.

This resolution will approve Change Order Number 2 for the FY2015/2016 Contract Sewer Repair Program with Hometown Plumbing & Heating Co. in the amount of \$100,000.00. This is CIP project #10533. Funds for this work will be transferred from the Sanitary Sewer Lining Program, CIP project #30012.

Contract Summary:

First Year Contract:	\$ 250,000.00
Increased Amount	\$ 250,000.00
This Change Order:	<u>\$ 100,000.00</u>
New Contract Total:	\$ 600,000.00

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Hometown c/o pg 2
☐ Backup Material	C/O 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/30/2015 - 10:52 AM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:27 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:49 PM

Resolution No. _____

RESOLUTION offered by Alderman Ambrose.

RESOLUTION approving Change Order Number 2 to the the FY2015/2016 Contract Sewer Repair Program with Hometown Plumbing & Heating Co. in the amount of \$100,000.00. CIP project #10533.

WHEREAS, the City of Davenport entered into a contract with Hometown Plumbing & Heating Co. for the FY2015/2016 Contract Sewer Repair Program, and

WHEREAS, sanitary sewer repair work has been identified and deemed necessary prior to sewer lining work, and

WHEREAS, funds have been budgeted for said work in the Sanitary Sewer Lining Project (CIP 30012), and

WHEREAS, a satisfactory change to the contract has been negotiated and approved by the Public Works Department;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that Change Order Number 2 in the amount of \$100,000.00 for the FY2015/2016 Contract Sewer Repair Program with Hometown Plumbing & Heating Co. is hereby approved, and the Public Works Director is hereby authorized to execute said Change Order.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, 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 RLS
(Work is Required)

CIP MANAGEMENT ANALYST LM
(Funds are Available)

CONSTRUCTION MGR RM
(Work is Constructible)

PUBLIC WORKS DIRECTOR M/C
(Approval)

CONTRACTOR: Hometown Plumbing & Heating Co.
CONTRACTING COMPANY: Hometown Plumbing & Heating Co.
ADDRESS: 13606 118th Avenue, Davenport, IA 52804

PROJECT TITLE: FY15-FY16 Contract Sewer Repair
CHANGE ORDER #2
CIP #: 10533, 10379

Description to Contractor:

Considering the contract between the City of Davenport and your Company which covers the above-referenced project, the following shall be Change Order #2.

CHANGE ORDER DESCRIPTION:

1. Funds intended for sanitary sewer point repairs were set aside in the FY16 Sanitary Sewer Lining fund (CIP 30012). These funds are being reallocated to the Contract Sewer Repair Program so that the necessary repairs can be completed using existing contract unit prices for this type of work. This change order adds \$100,000.00 from CIP 30012 to Contract #715111501. Any portion of this amount not utilized in conjunction with the Sanitary Sewer Lining Program may be removed from the contract and returned to the Sanitary Sewer Lining fund upon completion of the work.

Total Cost = \$100,000.00

Working Days Adjustment: NA

SUMMARY OF CONTRACT AMOUNT:

First Year Contract:	\$ 250,000.00
Increased Amount	\$ 250,000.00
This Change Order	\$ 100,000.00
Amended Contract Amount:	\$ 600,000.00

Recommend/Approved: Ronald K. Hoche
(Up to \$5,000) Project Manager

Date: 7-29-15

Recommend/Approved: Harmon Asplund
Contractor

Date: 7/29/15

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

Date: 31 July 2015



City of Davenport

Public Works Department

1200 East 46th Street • Davenport, Iowa 52807

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

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

Date: _____

Recommend/Approved: _____
(Up to \$100,000) Chair, Public Works Committee
Required: Green Sheet Motion to Approve

Date: _____

Council Meeting Date: _____

Recommend/Approved: _____
(Over \$100,000) City Clerk, City of Davenport
Required: Green Sheet Resolution to Approve

Date: _____

Council Meeting Date: _____

City of Davenport

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

Action / Date
PW8/5/2015

Subject:

Resolution approving the acceptance of a contract between the City of Davenport and the State of Iowa Department of Transportation for a RISE Grant that would contribute approximately \$3,014,687 to pave Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge. [Ward 6]

Recommendation:

Approve the Resolution.

Relationship to Goals:

A Growing Local Economy.

Background:

The northeast quadrant of the City has shown substantial growth and development in the last two decades. With the construction of a new casino, and additional retail and tourism based development interest in the region, there is a demonstrated need and desire for full paving of Veterans Memorial Parkway. This extension will provide direct access to the area for those in the western section of Davenport, as well as eastbound traffic on Interstate 80 and southbound traffic on US Highway 61. The continuity through connection of Veterans Memorial Parkway with the proposed Elmore Avenue extension will prepare a substantial area for expanded interest development.

Public Works staff are recommending the approval of a contract with the State of Iowa Department of Transportation for the RISE (Revitalize Iowa's Sound Economy) Grant for the paving of Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge. The project entails land acquisition, paving the road, sanitary sewer and stormwater system extension and is estimated at \$6,083,373 million. The City Council has programmed funding for the project in the Capital Improvement Program with Federal Surface Transportation Program funding and local matching funds.

The RISE grant with the Iowa Department of Transportation contributes 50% of the project cost, up to \$3,041,687 (subject to approved participating costs).

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Rise Grant pg2
☐ Backup Material	IaDOT Contract

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	7/29/2015 - 4:29 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:31 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:41 PM

Resolution No. _____

Resolution offered by Alderman Ambrose.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the acceptance of a contract between the City of Davenport and the State of Iowa Department of Transportation for a RISE Grant that would contribute approximately \$3,014,687 to pave Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge.

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

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

WHEREAS, the paving of Veterans Memorial Parkway from Jersey Ridge Road to the Interstate 74 Bridge (the "project") would improve traffic circulation and access to future businesses in the northeast area of the City; and

WHEREAS, Veterans Memorial Parkway is dedicated to public use which the City will adequately maintain; and

WHEREAS, the City has committed \$5.9 million in the Capital Improvement Program for the project; and

WHEREAS, the City endorses the project and has estimated the total project cost to be \$6.1 million; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City's Public Works Department is authorized to prepare and submit an application to the State for grant assistance for the paving of Veterans Memorial Parkway and that Mayor Gluba and other public official(s) as necessary are authorized to sign any associated application material and grant funding agreements related to the project.

Passed and approved this 12th day of August, 2015.

Approved:

Attest:

William E. Gluba, Mayor

Jackie E. Holecek, City Clerk

**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Davenport

PROJECT NO: RM-1827(678)--9D-82

**IOWA DOT
AGREEMENT NO.: 2016-R-001**

This is an agreement between Davenport (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2016-4 on July 14, 2015.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the reconstruction of approximately 3,038 feet of Veterans Memorial Parkway and construction of a roundabout at Veterans Memorial Parkway and Jersey Ridge Road located on the northeast side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Kent Ellis, District 6, 5455 Kirkwood Blvd. SW, Cedar Rapids, IA, 319-364-0235, Kent.Ellis@dot.iowa.gov. The Recipient's contact person shall be Brian Schadt, City Engineer, City of Davenport, 1200 East 46th Street, Davenport, IA 52807, 563-326-7786, bschadt@ci.davenport.ia.us.
3. The Recipient shall be responsible for the development and completion of the following described project:

Reconstruction of approximately 3,038 feet of Veterans Memorial Parkway and construction of a roundabout at Veterans Memorial Parkway and Jersey Ridge Road located on the northeast side of town.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

City RISE Funds (Grant):	\$3,041,687
City Local Contribution:	\$3,041,686
Project Total:	\$6,083,373
5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$3,041,687 or 50 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish three sets of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.

34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient 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 section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project,

including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-R-001
as of the date shown opposite its signature below.

RECIPIENT: Davenport

By: _____ Date _____, _____

Title: Mayor _____

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed
and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Davenport, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION

By: _____ Date _____, 20__

Kent L. Ellis
Local Systems Engineer
District 6

Exhibit A

Davenport

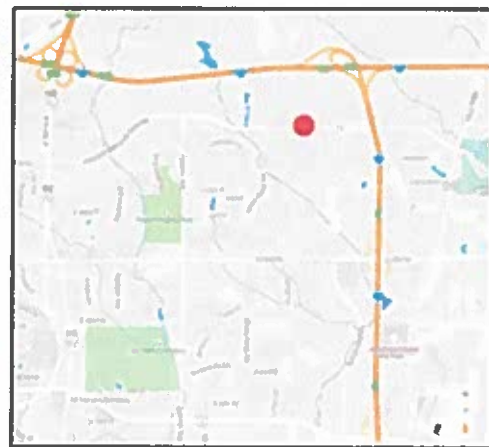
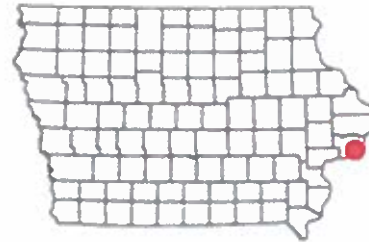


Exhibit B

Project activities or costs eligible for RISE funding include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.**
- b. Bridge and culvert repair, modernization, replacement or initial construction.**
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.**
- d. Right of way purchase.**
- e. Construction or improvement of motorist rest areas, welcome centers and information centers.**
- f. Design engineering costs and construction inspection costs associated with RISE-financed projects.**
- g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.**
- h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.**

Exhibit C

Activities or costs ineligible for RISE funding include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.

(1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.

(2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.

- b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.
- j. Safety appurtenances, except as an integral part of a roadway project.

- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters and marking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Sanitary sewers.
- s. Water mains.
- t. Donated right of way.

Exhibit D

Commission Approval Date: July 14, 2015
Construction: November 2015
Project Closeout: November 2016

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

March 2014

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(7), 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 4 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.

TSB Affirmative Action Responsibilities

- 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.**
- (5) 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.

TSB Affirmative Action Responsibilities

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.

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)**

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, and for locally let projects, 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 let by the Recipient 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-Locally Let)

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

Date

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Eric Gravert; (563) 327-5125
Wards: All

Action / Date
PW8/5/2015

Subject:

Motion to award a contract to four contractors for the FY16 Sewer Lateral Repair Program in the amount of \$1,000,000. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City government.

Background:

A Request for Bids was issued on June 19, 2015 and was sent to 160 contractors. On July 10, 2015 the Purchasing Division received and opened 5 responsive and responsible bids.

The award of the contract will be as follows up to the amount shown:

River Bend Plumbing \$100,000

Petersen Plumbing & Heating \$400,000

Hometown Plumbing & Heating Co., Inc. \$400,000

Tappendorf Plumbing \$100,000

The proposed improvements consists of removing concrete or asphalt pavements, including roadways, driveway or sidewalks, excavation, repair and/or removal and replacement of sanitary sewer laterals of various materials and repairing or replacing of sanitary wyes of various materials as necessary, backfilling excavations with compacted crushed rock or soil, replacing pavements, seeding disturbed areas, and other work related in multiple locations throughout the City of Davenport.

Funding for these contracts come from CIP #30014 with an available balance of \$1,250,000. The funds are available from bonds abated by sewer fees.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/29/2015 - 1:56 PM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:33 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:46 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: FY2016 SANITARY SEWER LATERAL REPAIR PROGRAM

BID NUMBER: 15-146

OPENING DATE JULY 10, 2015

RECOMMENDATION: AWARD THE CONTRACT TO FOUR CONTRACTORS

CONTRACTOR NAME	LOCATION	AMOUNT
RIVER BEND PLUMBING	BETTENDORF, IA	\$100,000
PETERSEN PLUMBING & HEATING	DAVENPORT, IA	\$400,000
HOMETOWN PLUMBING & HEATING	DAVENPORT, IA	\$400,000
TAPPENDORF PLUMBING	DAVENPORT, IA	\$100,000
HAGERTY EARTHWORKS LLC	MUSCATINE, IA	NO AWARD

Prepared By Cindy Wintalae
Purchasing

Approved By M. R. [Signature] 27 July 2015
Department Director

Approved By Brandi Corger 7-29-15
Budget/CIP

Approved By Linda Stollard 7-29-15
Finance Director

City of Davenport

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

Action / Date
PW8/5/2015

Subject:

Motion awarding a contract for sanitary sewer rehabilitation and replacement to Front Range Environmental, LLC of McHenry, IL in the amount of \$1,473,922.50. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

A Request for Bids was issued on July 2, 2015 and was sent to 186 contractors. On July 24, 2015 the Purchasing Division received and opened four responsive and responsible bids. Front Range Environmental, LLC was the lowest bidder and is recommended for the contract.

The proposed work includes rehabilitation of manholes by means of chemical grouting, rebuilding the top portion of manholes, applying cementitious spray-on interior manhole linings, rebuilding manhole benches and channels, and miscellaneous other work to rehabilitate manholes. The work will also include the replacement of manholes.

Funding for this project is from CIP # 10144 and 30008 with a combined available amount of \$1,631,585.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Lechvar, Gina	Approved	7/29/2015 - 3:43 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/30/2015 - 12:42 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:47 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: 2015 SANITARY SEWER MANHOLE REHAB AND REPAIR

BID NUMBER: 16-1

OPENING DATE JULY 24, 2015

RECOMMENDATION: AWARD THE CONTRACT TO FRONT RANGE
ENVIRONMENTAL OF MCHENRY, IL

<u>CONTRACTOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
FRONT RANGE ENVIRONMENTAL LLC	MCHENRY, IL	\$973,922.50*
KIM CONSTRUCTION CO, INC	STEGER, IL	\$1,228,875.00
HAGERTY EARTHWORKS LLC	MUSCATINE, IA	\$1,236,273.00
HYDRO-KLEAN LLC	DES MOINES, IA	\$1,241,462.00

*AN ADDITIONAL \$500,000 WILL BE ADDED TO THE LOW BID TO COMPLETE
ADDITIONAL WORK

Prepared By Cindy Whiteaker
Purchasing

Approved By Myrl F. Lake 31 July 2015
Department Director

Approved By Brandi Conger
Budget/CIP

Approved By [Signature]
Finance Director

City of Davenport

Agenda Group: Public Works
Department: Public Works
Contact Info: Nick Schmuecker 327-5162
Wards: 4 & 5

Action / Date
PW8/5/2015

Subject:

Motion awarding a contract for general street resurfacing to Langman Construction of Rock Island, IL in the amount of \$1,180,007.86. [Wards 4 & 5]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

A Request for Bids was issued on June 24, 2015 and was sent to 192 contractors. On July 15, 2015 the Purchasing Division received and opened three responsive and responsible bids.

Langman Construction was the lowest bid and is recommended for the award.

The proposed improvements consist of milling off the existing asphalt surface, full depth patching, Hot Mix Asphalt (HMA) resurfacing, fixture adjustments, lateral and sewer repairs, pavement markings and ADA compliant curb ramps on Eastern Avenue from Locust Street to the bridge north of the intersection of Eastern Avenue and Rusholme Street, and Marquette Street from 12th Street to 17th Street.

A Public Hearing was held on April 1, 2015 and was passed at a subsequent meeting.

Funding for this work is from CIP #10550 with an available amount of \$933,484. The lateral sewer repairs for this project will come from CIP #10536 with an available amount of \$372,358.

ATTACHMENTS:

Type	Description
☐ Backup Material	BID TAB

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Lechvar, Gina	Approved	7/29/2015 - 2:29 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/30/2015 - 11:12 AM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:46 PM

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: GENERAL STREET RESURFACING
BID NUMBER: 15-152
OPENING DATE: JULY 15, 2015
RECOMMENDATION: AWARD THE CONTRACT TO LANGMAN CONSTRUCTION,
INC. OF ROCK ISLAND, IL

<u>CONTRACTOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
LANGMAN CONSTRUCTION, INC.	ROCK ISLAND, IL	\$1,180,007.86
HAWKEYE PAVING CORP.	BETTENDORF, IA	\$1,309,909.50
MCCARTHY IMPROVEMENT CO.	DAVENPORT, IA	\$1,667,987.40

Prepared By Cindy Whitaker
Purchasing

Approved By Michael D. Lake
Department Director

Approved By Brandi Conzer
Budget/CIP

Approved By Linda Stollard
Finance Director

City of Davenport

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

Action / Date
PW8/5/2015

Subject:

Motion approving three farm leases for 5 years each, 2016-2020, at the Davenport Municipal Airport. [Ward 8]

Recommendation:

Approve the motion.

Relationship to Goals:

A Growing Local Economy.

Background:

The Airport has negotiated lease renewals with the existing farm tenants at the airport for 5 years beginning January 1, 2016 and ending December 31, 2020. The tenants are:

Hermann Farms, Inc.	133 acres @ \$275/acre = \$36,575.00
Neal Keppy	21 acres @ \$275/acre = \$ 5,775.00
CNC Ag. LLC.	<u>133 acres @ \$215/acre = \$28,670.50</u>
Total	272 acres \$71,020.50 / Annually

These lease renewals include a provision for the removal of the 9.5 acre go-kart track that has fallen into disrepair. The demolition and regrading of the 9.5 acres by CNC Ag. LLC. will provide for an increase in revenue of approximately \$25,000 per year in future year land lease contracts. In exchange for the demolition and regrading, CNC Ag. LLC. shall receive a minimal reduction in their lease rate totaling their expenses for the demolition services. This agreement will allow the farmers to increase their crop yields while saving the Airport approximately \$24,000 in demolition contracts through 2020.

The three leases are available for review in the Airport Division of Public Works.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/30/2015 - 11:11 AM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:29 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:48 PM

City of Davenport

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

Action / Date
PW8/5/2015

Subject:

Motion of Acceptance for the Runway 3/21 Reconstruction Project (CIP Project #10262) at the Davenport Municipal Airport in the amount of \$6,098,767. [Ward 8]

Recommendation:

Approve the motion.

Relationship to Goals:

Upgraded City Infrastructure and Public Facilities.

Background:

Runway 3/21 pavement dated back to 1947 and given the age of the existing pavement and severity of the distress, it served beyond its useful life. The airport historically performed panel replacements on a regular basis in order to maintain the pavement at a serviceable level. However, the pavement deteriorated to a point where it was no longer cost effective to continue with panel replacements. A comprehensive pavement analysis showed that a full reconstruction was needed to maintain the continued functionality of the airport. This project replaced the existing runway to allow its continued use well into the future.

This project was designed under contract by McClure Engineering Company of Clive, Iowa, managed by City staff and completed by McCarthy Improvement Company of Davenport, Iowa. This project was satisfactorily completed.

The source of funding for this project is through an FAA AIP grant at 90%, \$5,488,890, CIP Project #10262 at 10%, \$609,877.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	7/30/2015 - 11:12 AM
Public Works Committee	Lechvar, Gina	Approved	7/30/2015 - 1:39 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:48 PM

Agenda Group: Finance
Department: IT
Contact Info: Rob Henry - 326-7791
Wards:

Action / Date
FIN

Subject:
Resolution authorizing the Mayor to execute the QCIC Net Governance Agreement.

Recommendation:
Approve the Resolution.

Relationship to Goals:
Building a connected community.

Background:

The QCIC Governance Agreement was revised to simplify the governing structure and to reflect the current status of the network. The prior agreement was too specific in areas of control and governance. The governing board of twelve members is recommended to continue with the emphasis that it is a governmental entity for the purpose of determining the use of the public safety fiber as a whole and future partnerships that will strengthen its value and use. A quorum of four from each state remains important to assure that the best decisions are reached. Proposed amendments accommodate goals to:

- Leverage the QCIC network through expanded use by the participants themselves and through Public Private Partnerships for complimentary applications aligned with the best interests of the participants and those they represent and serve; and
- Contract for network management assistance and technical advisory services to be funded equally when necessary by the Emergency Telephone System Board of Rock Island County and Scott Emergency Communications Center of Scott County.

Description of key changes:

Removed all exhibits from the agreement as they are static documents that would require frequent updates to the Agreement.

Removed all references to shared fiber with Trinity Health System as this fiber was needed in an interim period and is no longer part of the QCIC network.

~~Changed the technical committee from required to ad hoc and allow for other ad hoc committees when necessary. Under authorities of the governing body revised the authority to develop a technical committee to the authority to develop general ad hoc advisory committees as needed; AND removed all references to the technical committee members and the authority granted to the technical committee.~~

~~Added To the governing body authority added the authority to contract out for network management services; AND under governance practice for grant constructed fiber added additional language for this purpose and clarified that management is only for QCIC network fiber and not the fiber solely used by a participant.~~

~~Added Under governance practice for grant constructed fiber added additional language expanding the use that may be for non-government purposes if resulting arrangement create a positive benefit/value to a QCIC network government partner; AND stating government related network applications may include local, county, state or federal government and examples of resulting benefit(s) may include maintenance of the network by a third party, expansion of the network, revenues to offset operating and maintenance costs, etc. ;~~

~~AND under Removed sections referencing that fiber must be used solely for government and quasi government purposes for describing specific fiber owned by Davenport and the Rock Island County Emergency Telephone System Board (ETSB). removed references that fiber can be used solely for government and quasi government purposes to reflect this language.~~

Clarified the responsibility for managing and carrying out the QCIC network policies and orders does not apply to city use/government participant fiber that is not in any way associated with the QCIC network; and reporting requirements do not apply to these fibers.

Added a section on network management to address the ability to consider public private partnership proposals and provide a mechanism for the QCIC network Governing Board and the signatory parties to retain and have available network management assistance and technical advisory services;

~~AND Continued participating jurisdictions responsibilities of line locating, preventive maintenance, network electronics, stock and inventory of spare parts, NOC/POP operations, emergency maintenance and repair, end-user hook-up/disconnect, and dark fiber and other types of billing~~

Added a section on fiscal agent to clarify costs will be divided between SECC for the Iowa side and ETSB for the Illinois

side with equally divided as to costs whenever possible and separate contracts with each of these Boards following a recommendation of the QCIC Board. If fees or revenues should be sub-allocated a specific QCIC network participant such as one of the cities, county or other entity, then the SECC and/or ETSB will issue an invoice/payment to that entity.

Added a section on term stated the effective date is when the last signature has been received and the agreement shall automatically be renewed each year on June 30 unless terminated.

ATTACHMENTS:

Type	Description
☐ Resolution Letter	Resolution and QCIC Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Admin, Default	Approved	8/3/2015 - 3:45 PM
Finance Committee	Admin, Default	Approved	8/3/2015 - 3:45 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:45 PM

Resolution No. _____

Resolution offered by Alderman Justin

RESOLVED by the City Council of the City of Davenport.

Resolution amending the Quad City Interoperable Communications (QCIC) Network Governance Agreement

WHEREAS, QCIC Governance Agreement needs revision to simplify the governing structure and to reflect the current status of the network;

WHEREAS, the governing board of twelve members recommends the proposed revisions and continuing with the emphasis that it is a governmental entity for the purpose of determining the use of the public safety fiber as a whole and future partnerships that will strengthen its value and use;

WHEREAS, it is advantageous for the member bodies to leverage the QCIC network through expanded use by the participants themselves and through Public Private Partnerships for complimentary applications aligned with the best interests of the participants and those they represent and serve; and

WHEREAS, it is advantageous for QCIC to contract for network management assistance and technical advisory services to be funded equally when necessary by the Emergency Telephone System Board of Rock Island County and Scott Emergency Communications Center of Scott County.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that the proposed, revised Quad City Interoperable Communications (QCIC) Network Governance Agreement (attached) is hereby approved.

Attest:

Approved:

Jackie E. Holecek, CMC
Deputy City Clerk

William E. Gluba
Mayor

QCIC NET GOVERNANCE AGREEMENT

This Agreement, is entered into by the Emergency Telephone System Board of Rock Island County; the Scott Emergency Communications Center; the Governments of Bettendorf, Davenport and Scott County, Iowa; East Moline, Milan, Moline, Rock Island, Silvis, and Rock Island County, Illinois for the Governance of the Quad Cities Interoperable Communications Network ("QCIC NET").

WHEREAS, Chapter 28E, Code of Iowa and the Illinois Intergovernmental Cooperation Act, 5ILCS 220/1 ET. seq., provides that powers, privileges or authority exercised by a public agency of the state may be exercised jointly with any other public agency of the state having such powers, privileges and authority; and

WHEREAS, these Illinois and Iowa governments and agencies in the Quad Cities Metropolitan Area have worked together to create and operate the Quad Cities Interoperable Communications Network ("QCIC NET"), an emergency telecommunications fiber-optic network; and

WHEREAS, the parties entered into an agreement in August of 2010 for Governance of the QCIC NET to provide for network services, planning, funding, ownership, and operation for the benefit of the signatories, such that it results in the development, implementation and management of consistent, cohesive policies, processes; and

WHEREAS, the primary use of the QCIC NET is to connect public safety answering points in Scott and Rock Island Counties and support the public safety activities of police, fire and other emergency services in Scott County, Iowa and Rock Island County, Illinois and the partners used United States Department of Justice (DOJ) – Community Oriented Policing Services (COPS) grant program to help fund the QCIC NET; and

WHEREAS, in accordance with provisions in the QCIC NET GOVERNANCE AGREEMENT the parties hereby desire to amend the previous Agreement by mutual consent of the participants of the Agreement and upon meeting obligations within the Agreement to accommodate other provisions:

- Ensuring and reinforcing the QCIC NET Public Safety Mission and Purpose is known, clear and attainable by all Stakeholders,
- Leveraging the QCIC NET through expanded use by the parties themselves and through Public Private Partnerships for complimentary applications aligned with the best interests of the parties and the constituents they represent and serve,
- Establishing a method and structure to address Public Private Partnership proposals and subsequent arrangements within regulatory allowances agreeable to all parties,
- Contracting for network management assistance and technical advisory services to be funded equally when necessary by the Emergency Telephone System Board of Rock Island County and Scott Emergency Communications Center of Scott County.

THEREFORE, THE PARTIES HERETO agree to the following terms and conditions which restate those previously agreed terms and conditions not being amended, as well as amended and new terms and conditions:

- A. Network Definition.** The QCIC NET is defined as the built or otherwise contributed fiber-optic cable, conduit, routers, switches and other equipment identified in the QCIC NET construction plans as contracted by the City of Davenport under bid numbers 09-50 and 10-43 for use in connecting the Scott and Rock Island County Public Safety Answering Points (PSAPS).
- B. Board Structure and Operation.** Six (6) Board Members or appointees of the Scott Emergency Communications Center (SECC) Board will serve as the Iowa members of the QCIC NET Governing Board; six (6) members or appointees of the Emergency Telephone System Board of Rock Island (RICO ESTB) will serve as the Illinois members of QCIC NET Governing Board. Only a majority of Iowa signatories have

authority to rescind such authorization over the SECC and only a majority of the Illinois signatories have authority to rescind such authorization over the RICO ETSB.

1. The QCIC NET Governing Board shall meet at least quarterly to decide matters relative to the QCIC NET. To be considered adopted, motions of the QCIC NET Governing Board must be approved in accordance with the provisions outlined in the QCIC NET By-laws.

2. The QCIC NET Governing Board shall have authority over usage, access, policy and changes to the QCIC NET. Such authority may include, but is not limited to, the following:

- Establishing By-laws.
- Establishing Advisory Committees.
- Adopting network operation standards and procedures.
- Establishing a QCIC NET strategic plan.
- Adopting a disaster recovery plan.
- Adopting an operating manual.
- Setting connection and disconnect policies and procedures.
- Contracting for services that benefit the network.
- Tracking equipment and spare parts inventory.
- Tracking ongoing vendor support, warranties and specification sheets.
- Making fiber assignment among the users.
- Maintaining network maps.
- Reviewing and adjust the governance system.
- Seeking funds and procuring network services such as Service Level Agreements (SLAs), operations, maintenance, upgrade, line location and line repair.
- Developing processes to purchase network equipment collectively to ensure compatibility and favorable pricing.
- Setting transport fees.
- Setting maintenance fees.

C. Governance Practices. It is acknowledged that the DOJ-COPS Grant funded construction of a 72 strand single mode fiber optic network, but because it was interconnected with city and state contributed existing 12 fiber optic strands at several locations, as well as an additional 72 fiber optic strands paid for and owned by the City of Davenport at some locations, hybrid Governance Practices needs to be implemented and followed by all parties. In order to mitigate concerns over non-ownership control of the portions of the network and yet maintain strict control over the QCIC NET strands to avoid interruption of 911 applications, the following Governance Practice Policies are hereby agreed to and will be followed by the signatory parties.

1. Donated Municipal Fiber. Where existing 12 fiber optic strands were contributed by cities, these 12 strands will now be available completely and indefinitely for use by the QCIC as the Governing Board sees fit. Execution by the individual city participants of this QCIC Net Governance Agreement shall serve as an Indefeasible Right of Use (IRU) for as long as the city is a participating party of the QCIC NET. If a city elects to no longer be a participating party of the QCIC NET, then such city and the QCIC NET Governing Board agree to negotiate in good faith continued use of the 12 fiber optic strands for the QCIC NET in exchange for the city continuing to use a comparable value of the QCIC NET fiber they may be using or need at such time, or such other reasonable and agreed upon compensation. Because these 12 strands were donated and become an integral part of the day-to-day operations of the QCIC NET, while the city may negotiate with the QCIC for continued use, the contributing cities agree that at no time will the city eliminate use by the QCIC NET unless the city replaces these strands at the city's expense and

donates the replacement infrastructure to the QCIC NET. Since these strands are part of a cable consisting of other city used strands, maintenance of the 12 strands will be handled the same as the other QCIC fiber.

2. *Negotiated Fiber.* Where the existing state-owned 12 fiber optic strands were negotiated for use by the QCIC NET, as well as where the QCIC NET strands were negotiated for use by the states' Iowa Department of Transportation and Illinois Department of Transportation, the executed Indefeasible Right of Use (IRU) Agreement shall govern use, maintenance and all other provisions involved with the fiber.

3. *Grant Constructed Fiber.* Where the 72 strand fiber optic cabling and/or conduit was constructed and paid for by the DOJ-COPS Grant, the following fiber allocation and policies will govern and be followed:

a. The QCIC NET Governing Board will create, set and enforce policy of the 72 strand fiber optic cabling, beyond those policies contained in this Agreement which were a prerequisite to the formation of the QCIC NET Governing Board.

b. The management of the fiber may be contracted out to a third party consultant to become the Network Manager and carry out the policies and orders created and set by the QCIC NET Board. **The responsibility for managing and carrying out the policies and orders does not apply to city use fiber that is not in any way associated with the QCIC NET, and where part of the QCIC NET management and carrying out of policies and orders only applies to those specifically created and set by the QCIC NET Governing Board and assigned to the managing entity. The cities will still have management and control over the city use fiber with the exception of those specific and limited responsibilities assigned herein and as modified in the future to the Network management Consultant and/or Network Manager.**

c. Regardless of what entity is using the fiber for whatever purpose, all signatory parties agree that when such use is proposed, reported, maintained, replaced, repaired, altered, or in any manner touched or utilized, the entity using the fiber must notify the Network Manager and if that position is vacant both the SECC and/or ETSB (depending whether the fiber is physically located in Iowa or Illinois or across a bridge or river crossing where either the SECC or ETSB have entered into agreements with other parties assuming responsibility) so that complete and accurate fiber strand mapping can be maintained.

d. Recognizing that The QCIC NET is operational because municipalities and the states (Iowa and Illinois Department of Transportation) have contributed for use strands of fiber, as well as the fact that the DOJ-COPS Grant initiated interconnecting only the PSAPs, but not every emergency response facility, eighteen (18) strands contained in the slate and white tubes (specifically strands numbers 55-72 unless modified or reassigned by the Network Manager or the Board) may be used for whatever government related application the signatory cities deem appropriate without the approval of the QCIC NET Governing Board for this cabling physically located within the particular city using the fiber, contingent upon the following provisions:

i. Such use will not in any way interfere, degrade, or in any way be problematic to the other strands of fiber being used for the QCIC NET or by other parties.

ii. Such use will always be for a government or quasi government application(s) or resulting government/constituents' benefit(s) and not solely a for-profit application without any positive advantage or value to the city. Government applications may include local, county, state or federal government and examples of resulting benefit(s) may include maintenance of the network by a third party, expansion of the network, revenues to offset operating and maintenance costs, etc. No IRU agreement or other

contractual arrangement may be entered into with another party by the city utilizing any portion of the QCIC fiber without the QCIC NET Governing Board approval.

iii. The city using these strands will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement.

iv. If there is a question of whether any city application is in any way interfering or in violation of this Agreement, as amended, then by a majority vote of the Governing Board, the city may be denied use or continued use at which time control of the fiber reverts back to the QCIC NET Governing Board within that particular city until rectified or such time deemed appropriate by the Governing Board.

e. All strands of fiber contained in the Blue Tube (Fiber Strands 1-12), Orange Tube (Fiber Strands 13-24), Green Tube (Fiber Strands 25-36), Brown Tube (37-48) and first 6 strands in the Slate Tube (Fiber number 49-54) unless reassigned will be used only after obtaining approval of the QCIC NET Governing Board. Those fibers within these tubes that have been identified as "DEAD" shall remain unusable unless future network construction or use reconfiguration changes under the Governing Board's authority. Those fibers within these tubes that have been identified as "SPARE" may be used by a participating city (most likely for some type of point-to-point application) upon getting approval from the QCIC NET Governing Board under whatever conditions and provisions determined by the Governing Board.

f. There is one segment of the network where the DOJ-COPS Grant paid for an additional 72 fiber optic strands (between the 911 Moline Center located at 1200 River Drive, Moline heading east in the Railroad Right-of-Way up to Hand Hole H.H. MOL-11 at the intersection of 4th Avenue and 16th Street in Moline of which all 144 strands of fiber will be governed and controlled by the QCIC NET Governing Board. If there is a proposed use of some of this fiber by a city, it shall be treated as "SPARE" which may be used by a participating city upon getting approval from the QCIC NET Governing Board under whatever conditions and provisions determined by the Governing Board.

4. City of Davenport Purchased Fiber. Where the City of Davenport has paid for an additional 72 fiber optic strands located in general between the SECC coming through Scott County Court House through the Davenport Police Station into City Hall and continuing along E. River Drive into Bettendorf City Hall, Davenport will own and have full use and discretion of this additional 72 fiber optic strands, but because it is all part of the same cabling as the other 72 strands of the QCIC NET and as a condition of being placed/located within portions of the conduit owned by the QCIC NET, Davenport agrees to the following:

a. Such use will not in any way interfere, degrade, or in any way be problematic to the other strands of fiber being used for the QCIC NET or by other parties.

b. Davenport will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement when working on the 72 fiber optic strands that were part of the QCIC NET construction project. This reporting requirement does not apply when Davenport is working on Davenport owned fiber or conduit having no impact at all to the QCIC NET fiber.

c. If there is a question of whether the Davenport application is in any way interfering or in violation of this Agreement, as amended, then by a majority vote of the Governing Board Davenport may be denied use or continued use until rectified or such time deemed appropriate by the Governing Board.

5. *ETSB Purchased Fiber.* Fiber strands paid for by the ETSB in an arrangement with Rock Island Arsenal (RIA) located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island ETSB will own and have full use and discretion of this additional 72 fiber optic strands, but because it is all part of and an integral component of the QCIC NET and as a condition of being placed/located within portions of the conduit owned by the QCIC NET, the ETSB agrees to the following:

a. All strands of fiber contained in the Blue Tube (Fiber Strands 1-12), Orange Tube (Fiber Strands 13-24), Green Tube (Fiber Strands 25-36), Brown Tube (37-48) and first 6 strands in the Slate Tube (Fiber number 49-54), unless reassigned, will be used only after obtaining approval of the QCIC NET Governing Board. Those fibers within these tubes that have been identified as "DEAD" shall remain unusable unless future network construction or use reconfiguration changes under the Governing Board's authority. Those fibers within these tubes that have been identified as "SPARE" may be used by a participating Illinois city (most likely for some type of point-to-point application) upon getting approval from the QCIC NET Governing Board under whatever conditions and provisions determined by the Governing Board.

b. ETSB will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement when working on the 72 fiber optic strands that were part of the QCIC NET construction project. This reporting requirement does not apply when ETSB is working on ETSB owned fiber or conduit having no impact at all to the QCIC NET fiber.

b. Such use will not in any way interfere, degrade, or in any way be problematic to the other strands of fiber being used for the QCIC NET or by other parties.

c. ETSB will comply with the reporting requirements of item C.3.c above, as well as all other provisions contained in this Agreement.

d. If there is a question of whether the ETSB application is in any way interfering or in violation of this Agreement, as amended, then by a majority vote of the Governing Board ETSB may be denied use or continued use until rectified or such time deemed appropriate by the Governing Board.

6. *Fiber Splicing* In addition to the notification requirements of item C.3.c above, when any party or representative of the signatory parties intend to maintain, replace, repair, alter, or in any manner touch any of the fiber addressed in this Agreement, the parties agree to follow the fiber splicing and handling procedures.

7. *Security of Network Facilities* Because the QCIC NET fiber terminates/originates, continues through or is connected to numerous patch panels and equipment in multiple locations in the parties facilities, all signatory parties agree to take whatever steps necessary to secure the QCIC NET infrastructure, equipment and ancillary components of the network such as appropriate fire suppression arrangements, controlled environmental conditions (air conditioning, heating, ventilating, humidity control, etc.), and proper signage that no unauthorized person touches the QCIC NET fiber, equipment and ancillary components.

8. *Precedence* It is agreed upon that the only method of eliminating or in any way modifying these prerequisite Governing Policies (not subsequent policies set by the QCIC NET Governing Board) is by majority vote of the signatory parties.

D. Ownership. The signatory parties shall own the new and donated portions of the QCIC NET infrastructure located within their corporate boundaries or other area of jurisdiction, and shall not otherwise sell, dispose of, or otherwise use and handle this infrastructure in noncompliance of this Agreement unless authorized by the QCIC NET Governing Board or other applicable duly authorized entity. The ETSB is considered the owner of the QCIC NET infrastructure located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island. Should the QCIC NET Governing Board cease to exist and no other entity authorized to assume its function, the governmental signatory parties herein would own and control the portions of QCIC NET equipment and infrastructure under their jurisdiction.

E. Maintenance. Until otherwise approved by the QCIC NET Governing Board, each signatory having jurisdiction over the land or building where portions of the QCIC NET are located shall be fully responsible for maintaining the QCIC NET fiber, conduit and other equipment and ancillary components in a working fashion equal to the network's original construction and operation. The ETSB shall be responsible for these duties for QCIC NET infrastructure located generally between the 911 Moline Center at 1200 River Drive across the Moline bridge onto RIA, across RIA and crossing the 24th Street bridge in the City of Rock Island, and continuing into the City Hall of Rock Island, until otherwise approved by the QCIC NET Governing Board. Additionally, each signatory party is responsible for locating and marking the network resources prior to any approved construction project.

F. Network Management. A structure may be established to address public Private Partnership Proposals and provide a mechanism for the QCIC NET Governing Board and the signatory parties to retain and have available network management assistance and technical advisory services. Such services may include but are not limited to:

- Coordinating maintenance among all participating agencies.
- Reviewing and recommending goals and objectives to the QCIC NET Governing Board.
- Reviewing and recommending long-range plans to the QCIC NET Governing Board.
- Recommending adoption/modification of operating policies/procedures to the QCIC NET Governing Board, including setting connection and disconnect policies and procedures; tracking equipment and spare parts inventory; tracking ongoing vendor support, warranties, and specification sheets; making fiber assignment among the users; and maintaining network maps.
- Reviewing and discussing performance of any network service providers and making performance reports to the QCIC NET Governing Board.
- Developing processes to purchase network equipment collectively to ensure compatibility and favorable pricing.
- Assisting the Board with procurement of funds and network services such as Service Level Agreements, operations, etc.
- Evaluation with recommendations of Public Private Partnerships or single entity proposals.

Network Services to Continue to be handled by participating jurisdictions includes:

- Line Locating
- Preventive System Maintenance
- Network Electronics
- Stock and Inventory of Spare Parts
- NOC/POP Operations
- Emergency Maintenance and Repair
- End-User Hook-up/Disconnect
- Dark Fiber and Other Type Billing

G. Manner of Financing. When QCIC NET requires funding for management of the network or for other uses to guarantee the networks Public Safety mission, the costs will be divided between SECC for the Iowa side and ETSB for the Illinois side. When practical all services will be equally divided as to costs and the associated contracts will reflect the services for the network in each state. SECC and ETSB will have separate contracts

and when practicable the contracts will be multi year. The QCIC NET Board will vote to recommend the funding requests.

- H. Fiscal Agent.** Since it is intended to have a network management contract with both the SECC on the Iowa side, and ETSB on the Illinois side of the river, the portion of fees allocated to the Iowa use of the QCIC NET and facilities will go the SECC to deposit into a SECC bank account for disbursement and other appropriate government accounting and approved use practices, and the portion of fees allocated to the Illinois use of the QCIC NET and facilities will go to the ETSB to deposit into an ETSB bank account for disbursement and other appropriate government accounting and approved use practices. The SECC and ETSB are hereby authorized to act as fiscal agents for monies associated and specific to the QCIC NET fiber for the signatory parties to this Agreement. Approved use, practices, protocols, method and calculation of fee allocation and distribution are to be developed through the creation of Standard Operating Procedures (SOPs) of monies due to the individual cities, counties and other parties owning portions of the QCIC NET and the SECC and ETSB will disburse such entitled payments when required. If fees are entitled to go to one of the cities, county or other entity, then the SECC and/or ETSB will issue payment upon having acceptable documentation, approval and compliance with the SOPs.
- I. Saving Clause.** If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- J. Term.** This agreement shall become effective upon the date of the last signature hereon, and continue in full force and effect through June 30 of every year, unless sooner terminated as provided herein. This agreement shall automatically be renewed each year unless terminated as provided herein.
- K. Amendment/Termination.** This Agreement may be amended or terminated by mutual written consent of the participants to this Agreement and upon meeting obligations outlined within the Agreement. In the event of termination of the agreement, the distribution of the fiber shall be in accordance with the ownership section.

The undersigned agree with the terms of the agreement as written above.

To be signed by chief elected officials and/or chairs of:

Scott County, Iowa

Scott Emergency Communications Center

City of Davenport, Iowa

City of Bettendorf, Iowa

Rock Island County, Illinois

Emergency Telephone System Board of Rock
Island County

City of Rock Island, Illinois

City of Moline, Illinois

City of East Moline, Illinois

City of Silvis, Illinois

Village of Milan, Illinois

City of Davenport

Agenda Group: Finance
Department: Legal
Contact Info: Tom Warner - 7752
Wards: All

Action / Date
FIN8/5/2015

Subject:

Motion approving a temporary appointment letter with Corrin Spiegel while she serves as Interim City Administrator. [All Wards]

Recommendation:

Approve the motion

Relationship to Goals:

Supporting Talent: Vital, 21st Century Workforce

Background:

On June 24, 2015, the City Council approved a motion to appoint Corrin Spiegel as Davenport's Interim City Administrator. In light of Ms. Spiegel's new and increased job responsibilities, the attached temporary appointment letter details the changes in her compensation package. The highlighted changes are summarized below:

1. She will serve at the will and pleasure of the City Council.
2. Her salary will change from its current amount of \$102,477 to \$137,400 as of the date of her appointment.
3. At such time that the City Council approves a new City Administrator and the new appointment is not Ms. Spiegel, she will return to the position of Assistant City Administrator at the negotiated annual salary of \$104,877 and be provided a \$2,000 stipend for successfully transferring duties to the new City Administrator.
4. Ms. Spiegel has opted to give up her \$200 monthly car allowance.

ATTACHMENTS:

Type	Description
☐ Backup Material	Spiegel Temporary Appointment Letter

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	7/30/2015 - 1:01 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/30/2015 - 1:52 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:44 PM

TEMPORARY APPOINTMENT LETTER

The undersigned parties acknowledge that the following terms and conditions apply to Corrin Spiegel's acceptance of the temporary appointment to the position of Interim City Administrator.

1. On June 24, 2015 Corrin Spiegel ("Spiegel") was appointed to the position of Interim City Administrator by the Davenport City Council. Such service is at the pleasure of the City Council, and shall end when the City Council selects a new City Administrator or a different Interim City Administrator.
2. Spiegel's annual salary will be \$137,400 (retroactive to June 24, 2015) while serving as Interim City Administrator.
3. Spiegel will cease receiving the \$200 monthly car allowance effective July 1, 2015.
4. Spiegel has the right to return to employment at will status as Assistant City Administrator with an annual salary of \$104,877 (plus any general wage increases afforded to the non-bargaining group during her time as Interim City Administrator) should: 1) Spiegel chooses to stop serving as Interim City Administrator; 2) A City Administrator is selected that is not Spiegel; or 3) Council determines during the interim period to appoint a different Interim City Administrator. Should Spiegel return to Assistant City Administrator status, she will be provided a \$2,000 stipend on the first payroll following the completion of the first 30-days of the new City Administrator or Interim City Administrator for the successful transition of responsibilities and duties. As the Assistant City Administrator, Spiegel will be entitled to 6 month's severance pay until the one year anniversary of assuming the position; after that, Spiegel's severance pay will be reduced to 90 days consistent with her original appointment letter when her employment began with the City of Davenport.

Corrin Spiegel,
Interim City Administrator

William E. Gluba
Mayor

City of Davenport

Agenda Group: Finance
Department: Mayor's Office
Contact Info: Mayor Bill Gluba 326-7701
Wards: 3

Action / Date
FIN8/5/2015

Subject:

Motion accepting the future bequest of Patricia J. Slobojan to fund lighting, sidewalk, and curb repair projects in the Gold Coast Area. [Ward 3]

Recommendation:

Approve the motion.

Relationship to Goals:

Revitalized Neighborhoods and Corridors

Background:

Patricia J. Slobojan of 623 West 6th Street has been active in the Gold Coast area of the City for many years. She would like to make a bequest to the City of Davenport in her Will to fund specific projects within the Gold Coast area and along the Gaines Street corridor. These projects include the Gaines Street lighting project and sidewalk and curb repair within the Gold Coast area. A Contract Agreement for Use of Bequest is attached.

ATTACHMENTS:

Type	Description
☐ Backup Material	Slobojan Bequest Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:19 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:20 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:44 PM

CONTRACT AGREEMENT FOR USE OF BEQUEST

THIS AGREEMENT IS MADE ON THIS _____ day of _____, 2015, in the City of Davenport, Scott County, Iowa, by and between Patricia J. Slobojan of 623 West 6th Street, Davenport, Iowa 52803, (herein "Grantor"), and the City of Davenport, Iowa, 226 West 4th Street, Davenport, Iowa, through the City of Davenport, Iowa, by authority of the Mayor at City Hall, Davenport, Iowa.

The Parties hereto stipulate and agree as follows:

RECITALS

1. Patricia J. Slobojan has been active in the Gold Coast Area of the City of Davenport and desires to see certain projects which she has assisted continue and be improved.
2. Patricia J. Slobojan is unable to contribute funds to the City at this point, but would like to make a bequest under her Will to the City conditioned upon use of the funds received for specific projects within the Gold Coast area and along the Gaines Street corridor.
3. The City also desires to see the Projects described below completed and is willing to accept funds at the time of Grantor's death through her estate subject to the conditions set out below.

Accordingly, it is mutually agreed:

SECTION 1 (PROJECTS)

I. GAINES STREET LIGHTING PROJECT: Grantor has been active in pursuing funds from various charitable organizations and the City of Davenport for use for LED lighting along Gaines Street in Davenport Iowa. Currently the lighting extends to Eleventh Street and Grantor would like to see it continue as far North as Locust Street. Grantor understands that the cost of the lighting and necessary infrastructure improvements has currently been about \$30,000.00 per block and intends to leave funds under her Will which would cover that current cost of completing the lighting along the Gaines Street corridor to Locust Street.

II. SIDEWALK AND CURB REPAIR: Grantor has also been anxious to see sidewalk and curb repair along the Gaines St. Corridor from the 500 block to Locust St. with no cost to homeowners, but simply based on the need for the sidewalks and curbs. Currently, Grantor understands that under the programs with the City 50% of the cost of such repairs are borne by the homeowners. Grantor wishes to leave funds, which could be used in the discretion of the City staff as a part of its comprehensive plan for payment of up to that 50% share of the homeowner.

SECTION 2

City agrees to accept funds as may be provided under Grantor's Last Will and Testament or any Revocable Trust in her name, and to use the funds for the Projects described above with up to 100% allocated to the Gaines Street Lighting Project, but no more than is needed to complete said project to Locust Street, and the balance to be used for sidewalk and curb repair as described above, and with any remaining balance available for other infrastructure projects within the boundaries of the Davenport Gold Coast area (5th to 9th and Ripley to Vine).

SECTION 3

This Agreement is subject to the laws of the State of Iowa and may be enforced by Grantor's Executor in the event of any dispute by appealing to the District Court of Iowa.

Witness our hands the day and year first herein above written.

GRANTOR

CITY OF DAVENPORT

Patricia J. Slobojan, Grantor

By: Bill Gluba, Mayor

STATE OF IOWA, SCOTT COUNTY, ss:

On this _____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Patricia J. Slobojan to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

Notary Public in and for the State of Iowa

STATE OF IOWA, SCOTT COUNTY, ss:

This instrument was acknowledged before me on _____, 2015, by Bill Gluba as Mayor of the City of Davenport, Scott County, Iowa.

Notary Public in and for the State of Iowa

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Brandon Wright - 7750
Wards: 3

Action / Date
FIN8/5/2015

Subject:

Motion authorizing staff to issue a Request for Proposals related to the future commercial reuse/redevelopment of the area in the vicinity of the Skybridge and the former Dock Restaurant/American Leagion site. [Ward 3]

Recommendation:

Approve the motion

Relationship to Goals:

Enhance Quality of Life: Complete RiverVision

Background:

Davenport is a historic, special charter city, created by Congress prior to Iowa gaining statehood. The City owns the vast majority of riverfront in Davenport and has, over the course of decades, cleared structures that were leased to private businesses to create multi-purpose public spaces that are unique in the region and nation. The City's efforts are supported by a Levee Improvement Commission, which has its own long and proud history of stewardship of the downtown riverfront.

In 2003, in a partnership with the City of Rock Island, Davenport embarked on a public planning process that resulted in the RiverVision Final Report of 2004. This document is frequently called RiverVision. As approved, the plan was intended to be a twenty-year plan. In 2014, the City engaged Hargreaves Associates to update the plan. The update was approved by the City Council in 2014 and the RiverVision update was adopted as a strategic goal of the City in 2015.

Importantly, a riverboat casino which has sat at the foot of Main Street for more than twenty years is expected to be removed in the summer of 2016, as a land-based casino opens on Interstate 80 by the end of the second quarter in 2016. The removal of the casino has created the opportunity to transition parking lots into parks and potentially welcome river cruise boats and other pleasure watercraft to downtown Davenport. It is expected Viking River Cruise Lines will begin operation in 2017. The reintroduction of the Channel Cat water taxi service between Davenport and Rock Island is also contemplated.

The City is already in the process of demolishing the former Dock Restaurant/American Legion building at 125 South Perry Street. The site is currently zoned C4 – Central Business District and is located within a special taxing district and is a tax increment financing (TIF) eligible location.

The City envisions a public/private partnership and will work with the selected developer to identify additional financing opportunities. The City will not consider sale of the underlying property; however, a long-term lease agreement is desired. Ultimately, the City is looking to connect this project with RiverVision as an additional riverfront amenity for Davenport residents and visitors.

This solicitation will be a Request for Proposals (RFP). Proposals will be reviewed by the Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP.

Award of this contract, if any, will be to the developer deemed best qualified, in accordance with the selection criteria, to reuse/redevelop an area within the vicinity identified above for the purpose of providing commercial use on the banks of the Mississippi River. Overall fit of the development as well as consideration of City participation in the project are important factors and will be two of the criteria used to evaluate responses to the RFP.

ATTACHMENTS:

Type	Description
☐ Backup Material	Draft RFP

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:17 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:18 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:44 PM



REQUEST FOR PROPOSALS (RFP)

COMMERCIAL REUSE/REDEVELOPMENT OF THE AREA IN THE VICINITY OF THE SKYBRIDGE AND FORMER DOCK RESTAURANT/ AMERICAN LEGION (125 SOUTH PERRY STREET, DAVENPORT) SITE

The City of Davenport is currently accepting proposals from qualified developers for the commercial reuse/redevelopment of the area in the vicinity of the Skybridge and former Dock Restaurant/American Legion facility. Proposals received will be reviewed by an evaluation committee comprised of City Staff and selected representatives (*Selection Committee*).

METHOD

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by the Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP.

Award of this contract, if any, will be to the developer deemed best qualified, in accordance with the selection criteria, to reuse/redevelop an area within the vicinity identified above for the purpose of providing commercial use on the banks of the Mississippi River. Overall fit of the development as well as consideration of City participation in the project are important factors and will be two of the criteria used to evaluate responses to the RFP.

Proposals will be opened at the date and time specified and each developer responding will be recorded as a respondent. Respondents should not expect that proposal content including designs, costs, and City participation will be kept confidential throughout the process.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so.

INQUIRIES

All requests for clarifications or interpretations shall be made in writing and shall either be faxed to the Purchasing Division, at (563) 888-2079 or emailed (preferred) to purchasing@ci.davenport.ia.us. Inquiries shall contain the firm's name as well as the contact person's phone number and email address. The title of the correspondence shall be "**RFP 15-?? – Commercial Reuse/Redevelopment of the Area in the Vicinity of the Skybridge and Former Dock Restaurant/American Legion Site**". The deadline for

inquiries is **August 28, 2015 @ 5:00 PM CST**. Responses to all inquiries will be posted in the form of an addendum on the City's website and faxed or emailed to all vendors that have returned their RFP Registration form on or before **August 28, 2015 @ 5:00 PM CST**. Addenda are posted on the City's website at www.cityofdavenportiowa.com under the original RFP documents. Failure to acknowledge all addenda may result in the rejection of your proposal.

Be advised that any conversation (in reference to this RFP) between vendors and any City employee, City official or City project manager, outside of the Purchasing Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the vendor from the vendor's list and rejection of the vendor's proposal. **The ONLY official position of the City is that position that is stated in writing and issued by the Purchasing Division.** No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

PROPOSALS DUE

All RFP responses will be submitted electronically in the City of Davenport's electronic submittal system. To go <https://davenport.iowave.net>. Responses are due no later than **September 25, 2015, @ 2:00 PM CST**. The City's electronic submittal system will not accept late responses.

The City of Davenport often receives Freedom of Information Act (FOIA) requests for bids or proposals. According to the Iowa Code, in proposals, vendors have an opportunity to remove any proprietary information or trade secrets. If we receive a "Public Copy" from vendors, that is the copy that we make public. If no Public Copy is received, the version received by the City will be provided to FOIA requests.

INSURANCE

A current Certificate of Insurance should be submitted with your proposal showing General Liability with coverage of \$1,000,000, Workmen's Compensation at the required rate by the State of Iowa, and Vehicle Liability coverage of \$1,000,000.

BACKGROUND

Davenport, Iowa is the largest municipality in a metropolitan area known as the Quad-Cities. In 2010, the population of Davenport was 100,000 and the total Quad Cities population was 380,000.

The City of Davenport has a long and unique history with the Mississippi River. Davenport was the place where railroads first crossed the Mississippi River and became America's first gateway to the West. Today, Davenport is the largest city in America on a major river without structural flood protection. In lieu of costly, unsightly and unreliable flood protection structures, Davenport's approach is to let the river be a river as it floods into public parks, while employing tactics and technology to cost efficiently protect certain structures or districts along its riverfront.

Davenport is a historic, special charter city, created by Congress prior to Iowa gaining statehood. The City owns the vast majority of riverfront in Davenport and has, over the course of decades, cleared structures that were leased to private businesses to create multi-purpose public spaces that are unique in the region and nation. The City's efforts are supported by a Levee Improvement Commission, which has its own long and proud history of stewardship of the downtown riverfront.

In 2003, in a partnership with the City of Rock Island, Davenport embarked on a public planning process that resulted in the RiverVision Final Report of 2004. This document is frequently called the “RiverVision Plan” or, simply, “RiverVision”. As approved, the plan was intended to be a twenty-year plan. In 2014, the City engaged Hargreaves Associates to update the plan. The update was approved by the City Council in 2014 and “Complete RiverVision” was adopted as a strategic goal of the City in 2015. A copy of these documents has been provided in the attachments section of this RFP invitation.

Importantly, a riverboat casino which has sat at the foot of Main Street for more than twenty years is expected to be removed in the summer of 2016, as a land-based casino opens on Interstate 80 by the end of the second quarter in 2016. The removal of the casino has created the opportunity to transition parking lots into parks and potentially welcome river cruise boats and other pleasure watercraft to downtown Davenport. It is expected Viking River Cruise Lines will begin operation in 2017. The reintroduction of the Channel Cate water taxi service between Davenport and Rock Island is also contemplated.

The City is already in the process of demolishing the former Dock Restaurant/American Legion building at 125 South Perry Street. The site is currently zoned C4 – Central Business District and is located within a special taxing district and is a tax increment financing (TIF) eligible location.

The City envisions a public/private partnership and will work with the selected developer to identify additional financing opportunities. The City will not consider sale of the underlying property; however, a long-term lease agreement is desired. Ultimately, the City is looking to connect this project with RiverVision as an additional riverfront amenity for Davenport residents and visitors.

The original RiverVision Plan is accessible at:

http://www.cityofdavenportiowa.com/egov/docs/1180045217_757019.pdf

The updated 2014 plan is accessible at:

http://www.cityofdavenportiowa.com/egov/documents/1407854342_5268.pdf

SCOPE OF WORK

1. The selected developer will familiarize themselves with all necessary existing conditions and design and permitting requirements for building construction within the reuse/redevelopment area. This familiarization will include, but is not limited to, meeting with the Army Corps of Engineers to establish acceptable performance and development standards.
2. The selected developer will be responsible for securing financing for the project as well as obtaining all lease agreements for the project within the terms of the final development agreement.
3. The selected developer will be responsible for construction of the project within the terms of the final development agreement.

SELECTION CRITERIA

From the complete proposals received prior to the deadline, finalists shall be selected to present their proposals to the Selection Committee. Finalists shall be scored on a 100 point scale based on criteria that include:

- o Project/Community Fit (35 pts)
The City expects the project to fit the needs of the community.
- o Level of City Incentives (25 pts)
The City expects quality responses to include what City incentives will be expected in a final development agreement as well as how much will be requested.
- o Relevant Experience of the Developer (20 pts)
The City expects a high quality developer with a national portfolio and reputation.
- o Relevant Local Experience of Project Team (15 pts)
The City expects the project team to include individuals with substantial knowledge of local conditions.
- o Overall Clarity of Proposal (5 pts)
The City expects the proposals to be clear.

PROPOSAL REQUIREMENTS

Proposals should contain the following information, which shall be submitted in PDF with sections delineated as follows:

1. An introduction by the developer submitting the proposal.
2. A listing of references of similar projects successfully completed by the developer and the name, address, phone number and email of the appropriate contact person for each project. The City of Davenport reserves the right to contact these references to discuss their project experience.
3. Maps, drawings, and artist renderings of the proposed project with sufficient detail to including at a minimum:
 - a. Number of stories above ground level
 - b. Overall square footage, and square footage broken down by specific uses
 - c. Measurements of the building footprint
 - d. Orientation of the building relative to the Mississippi River and River Drive
4. A completed project financing sources report for the project. The City acknowledges that final financing sources will be dependent upon a final development agreement. However, respondents shall provide all expected financing sources and amounts for the development.
5. A Certificate of Insurance showing full coverage as stated in this document.
6. Acknowledgement of Addenda issued. (If any)

Failure to provide the above information may disqualify the proposal as non-responsive.

Proposals Not Confidential

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Scott County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

Other Provisions

Signature by Responsible Party. All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No consultant may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of proposals.

City's Rights Reserved. The City reserves the right to accept or reject any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which, in the judgment of the City is most advantageous to the City and to re-advertise if desired.

Conflict of Interest. The consultant agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The consultant further agrees that, in the performance of the agreement, no person having any such interest shall be employed.

Interest of Public Officials. No member, officer or employee of the City during this tenure or for one year thereafter, shall have any interest, direct or indirect, in this proposal or the proceeds thereof.

Indemnification. The consultant agrees to protect, defend, indemnify, and hold harmless the City, its elected and appointed officials, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to any person or persons, caused by consultant's proposals or subsequent submittals.

Consultant's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove, shall include any matter arising out of any actual or alleged infringement of any patent, trademark, copyright or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Ownership. All documents and materials prepared pursuant to this proposal are the property of the City of Davenport. The City of Davenport shall have the unrestricted authority to publish, disclose, distribute and other use, in whole or in part, any reports, data or other materials prepared under this process.

Verbal Agreement. No verbal agreement or conversation with any elected or appointed official, agency or employee of any of the parties involved, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the consultant to any additional compensation or consideration whatsoever under the terms of this Request for Qualifications.

Changes. The City of Davenport may, from time to time, request changes in the Request for Proposals issued, to be performed hereunder. Such changes shall be incorporated in written amendments to this Request for Proposals.

Anti-Discrimination. The vendor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, gender identity or expression, national origin or ancestry, sexual orientation, age, marital status, familial status, physical or mental disability, or political beliefs or affiliations.

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Mike Clarke
Wards: All

Action / Date
FIN8/5/2015

Subject:

Motion awarding a contract for asphalt oils to Flint Hills Resources, LP of Dubuque, IA. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Financially Responsible City Government

Background:

An Invitation to Bid was issued on July 1, 2015 and was sent to 26 vendors. On July 16, 2015, Purchasing received one bid.

The asphalt oils are used at the City asphalt plant. These materials are needed to produce the asphalt mix used to fill potholes and small street patch jobs. The contract would be effective during the fiscal year 2016.

The approximate amount purchased will be around 250 tons. The estimated amount to be spent under this contract with Flint Hills Resources, LP is \$128,750. This is the unit price paid during the previous year's contract.

Funding for these purchases will come from the account number 54702031-520201. The source of funding is from road use tax. The FY16 budget is \$168,597.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Bid Tab - Asphalt Oils

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:13 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:13 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:44 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR QUOTES RESPONDENTS

DESCRIPTION: ASPHALT OILS
RFQ NUMBER: 16-3
OPENING DATE JULY 16, 2015
RECOMMENDATION: AWARD THE CONTRACT TO FLINT HILLS RESOURCES, LP OF
DUBUQUE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
FLINT HILLS RESOURCES, LP	DUBUQUE, IA

Prepared By Kristi Keller
Purchasing

Approved By B. L.
Department Director - Acting

Approved By Mallory McPherson
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: Finance
Department: Public Works
Contact Info: Mike Clarke 326-7734
Wards: All

Action / Date
FIN8/5/2015

Subject:

Motion awarding a contract for hot asphalt mix to McCarthy Improvement Company of Davenport. [All Wards]

Recommendation:

Approve the Motion.

Relationship to Goals:

Financially Responsible City Government.

Background:

An Invitation to Bid was issued on July 1, 2015 and sent to 40 vendors. On July 16, 2015, the Purchasing Division opened four bids. McCarthy Improvement Company was the lowest responsible and responsive vendor. McCarthy Improvement Company held the previous contract.

The hot mix asphalt is used for the Maintenance 101 program. These materials are needed for small street patch jobs. The contract would be in effect during FY16.

Last fiscal year the City purchased 7,917 tons of asphalt at \$54 per ton, for a total of \$427,520. This year the approximate quantity being purchased is 5,000 tons, for an approximate total of \$270,000. A bid tab is attached.

Funding for these purchases will come from account number 70016675 530350 10558 Street Maintenance. The source of funding is from local option sales tax. The amount budgeted for the street maintenance account is \$2,000,000.

ATTACHMENTS:

Type	Description
☐ Cover Memo	Bid Tab - Hot Asphalt Mix

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:12 PM
Finance Committee	Watson-Arnould, Kathe	Approved	7/29/2015 - 12:12 PM
City Clerk	Admin, Default	Approved	8/3/2015 - 3:43 PM



CITY OF DAVENPORT, IOWA
INVITATION TO BID RESPONDENTS

DESCRIPTION: HOT ASPHALT MIX
RFQ NUMBER: 16-4
OPENING DATE JULY 16, 2015
RECOMMENDATION: AWARD THE CONTRACT TO MCCARTHY IMPROVEMENT
COMPANY OF DAVENPORT

<u>VENDOR NAME</u>	<u>PRICE/TON</u>
MCCARTHY IMPROVEMENT COMPANY DAVENPORT	\$54.00/TON
TRI CITY BLACKTOP OF BETTENDORF, IA	\$57.50/TON
VALLEY CONSTRUCTION COMPANY OF ROCK ISLAND, IL	\$64.00/TON
BRANDT CONSTRUCTION OF MILAN, IL	\$70.00/TON

Prepared By Kristi Keller
Purchasing

Approved By B. L.
Department Director - Acting

Approved By Brandi Coy
Budget/CIP

Approved By BW
Finance Director