CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, July 27, 2016; 5:30 PM

226 West 4th Street

REVISED JULY 26, 2016

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meetings Minutes for the Management Update and Mayor/Council Discussion Meeting, July 5th; Special City Council Meetings Minutes for July 11th, 12th and 20th; and City Council Meeting Minutes for July 13, 2016.

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report of the Committee of the Whole for July 20, 2016

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Affirmative Action Advisory Commission

Robert Zelsdorf (reappointment)
Bishop Dr. Jimmie R. Horton (reappointment)

B. Proclamations

1. Iowa Fallen Soldier Tribute Week, August 1-5, 2016

IX. Presentations

X. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update
Rita Rawson, Chair

XI. Individual Approval of Items on the Discussion Agenda

1. Resolution approving a street closure for Chuck's Tap, Quad City Breast Cancer Awareness Ride, August 21, 10AM - 10 PM, Closure Location: 6th Street from Division to Madison Street, Ward 3

XII. Approval of All Items on the Consent Agenda

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

Community Development

1. Resolution approving Case No FDP16-06: Request of Equity Ventures Commercial Development LC for a PDD Final Development Plan on 1.7 acres, more or less, of property located at 3805 East 53rd Street to facilitate redevelopment of an old restaurant site to a specialty retailer. [Ward 6]

2. Resolution approving Case No. F16-05 being the final plat of Showcase Third Addition, which is located on the east side of Brady Street approximately 500 feet south of Veteran's Memorial Parkway. [Ward 8]

3. Resolution approving an Urban Revitalization Tax Exemption project for 121 W 8th Street. [Ward 3]

4. Resolution supporting a Workforce Housing Tax Credit application to the State of Iowa for a multi-family project located at 121 W 8th St. [Ward 3]

5. Motion to set a public hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the purpose of amending the North Urban Renewal Plan. [Ward 7]

6. Motion to set a public hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the purpose of considering the approval of an economic development agreement with Honkamp Krueger companies. [Ward 7]

7. Motion to set a Public Hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the Resolution for Concurrent Approval of the 935 East River Drive Property Lease Agreement [Ward 3]

Public Safety

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

   Shenanigan's, Bix Weekend, July 29-30, 7:00 PM to Midnight; Closure Location: 3rd Street, parking lane and one travel lane between Ripley and Harrison Streets, Ward 3

   Palmer College, Homecoming, August 10-13, 6:00 AM to Midnight; Closure Location: No parking on Palmer Drive between Main and Perry Street and the two east lanes of Brady Street on Saturday, August 10 to Sunday, August 13th, Ward 3

   Village of East Davenport Assn, Farm Days in the Village, August 26-27, 10AM - 5 PM, Closure Location: 11th Street from Mound to Jersey Ridge Rd; Christy from 11th to the alley, Ward 5

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

   Marshall Fuessel, Fingerplooza, 3307 Railroad Avenue, August 13th; 4:00 - 11 PM; Over 50 dBa, Ward 1

   Spartan's Pub, 2025 Hickory Grove Road, End of Summer Bash, August 27th; 5:00 PM - Midnight, Over 50 dBa, Ward 4

   Delta Sigma Chi Fraternity, 1208 Main St, Palmer Homecoming, August 11-13, 6:00 PM to Midnight, Over 50 dBa, Ward 3

3. Motion approving beer and liquor license applications.

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

   <u>Ward 3</u>

   Chuck's Tap (White T. Corporation) - 1731 W 6th St. - Outdoor Area, August 21, 2016 - License Type: C Liquor

   Davenport Jaycees (Jaycees of the Quad Cities) - 400 W Beiderbecke Dr. (LeClaire Park) - Outdoor Area, September 17, 2016 'Brew Ha Ha' - License Type: B Beer

   Shenanigan's (Here We Go Again, Inc.) - 303 W 3rd St. - Outdoor Area, July 29-30, 2016 'Bix' - License Type: C Liquor

   Sippis Restaurant (Sippis Inc.) - 406 W 2nd St. - Outdoor Area, August 13, 2016 'Car Show' - License Type: C Liquor

   Front Street Brewery (Front Street Brewery Inc.) 208 East River Dr- Outdoor Area, July 29, 30, 2016 "Bix" - License Type: C Liquor

   <u>Ward 5</u>

   Theisen's of Davenport (Theisen's Inc.) - 3808 Brady St. - License Type: C Beer / B Native Wine

   <u>Ward 6</u>

   Holiday Inn & Suites / J-Bar (HOA Hotels LLC) - 4215 Elmore Ave. - Outdoor Area - License Type: B Liquor

Public Works

1. Resolution approving the contract between the City and Missman, Inc. for the design of the Rockingham Road Resurfacing Project, not to exceed $275,000. CIP #35018. [Ward 1]

2. Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City right-of-way along Howell Street from 2nd Street to 5th Street and along 5th Street from Howell Street to Division Street. Agreement Reference No. 2016-F11. [Ward 3]

3. Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City right-of-way along Sturdevant Street from south of 3rd Street to the alley north of Sturdevant Street, a distance of approximately 308 feet. Agreement Reference No. 2016-F12. [Ward 3]

4. Motion accepting the Environmental Assessment for the Davenport Municipal Airport in the amount of $89,280. Funding is from the Federal Administration AIP grant at 90%, $80, 352 and CIP #10271 at 10%, $8,928. [Ward 8]

5. Motion approving change order #8 to the Birchwood Area Parallel Sewer Project with Valley Construction in the amount of $53,253 budgeted in CIP #01905. [Wards 1 & 4]

6. Motion to award a contract to seven contractors for the FY17 Sewer Lateral Repair Program in the amount of $1,000,000. [All Wards]

7. Motion to award the contract for the construction of the Eastern Avenue Portland Cement Concrete Trail to Valley Construction Company of Rock Island, IL in the amount of $147, 507.50. [Ward 8]

Finance

1. Resolution fixing a date for the hearing on proposed health care facility revenue bonds, not to exceed $2,800,000, Series 2016 for the Lutheran Home for the Aged Association - East project. [Ward 7]

2. Motion awarding the purchase of 4,500 tons of supplemental ice control road salt for the 2016-2017 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of $61.70 per ton to Compass Minerals America Inc. of Overland Park, KS. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add and pass the following motion.

2. Motion to award a contract for the labor an materials to replace the existing TRANE chiller at the Main Library to TRANE U.S. Inc. of Davenport in the amount of $116,411.38.

XIV. Public with Business

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

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

XV. Reports of City Officials

XVI. Executive Session

XVII Adjourn

City of Davenport

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

Action / Date
7/27/2016

Subject:
Approval of the City Council Meetings Minutes for the Management Update and Mayor/Council Discussion Meeting, July 5th; Special City Council Meetings Minutes for July 11th, 12th and 20th; and City Council Meeting Minutes for July 13, 2016.

ATTACHMENTS:

Type	Description
Cover Memo	Management Update Minutes
Cover Memo	SPCC 071116
Cover Memo	SPCC 071216
Cover Memo	SPCC 072016

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/13/2016 - 3:38 PM

COMMUNITY ROOM, DAVENPORT POLICE DEPARTMENT, Davenport, Iowa, Tuesday, July 5, 2016---The Council met in the Management Update and Mayor/Council Discussion Meeting at 1:30 p.m. with the following alderman present: Ambrose, Boom, Dickmann, Gordon, Tompkins and Rawson. Items for Discussion: Management topics: Agenda Review; Management Update on Urban Revitalization, 5-year Street Plan, GDRC/EIIC infrastructure, Food Truck update, Weekend Event update, new transit route start, DavenportU applications due July 22; Mayor topics: Public Safety Update, City Administrator recruitment; Council topics: general updates. The meeting adjourned at 2:50 p.m.

Corri Spiegel
Interim City Administrator

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, July 11, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Special session at 1:10 p.m. with Mayor Klipsch presiding and all aldermen present except Ald. Ambrose, Boom, Tompkins and Dunn.

On motion by Ald. Justin, second by Ald. Matson with all aldermen present voting aye, the Council recessed to executive session at 1:16 p.m. to evaluate the professional competency of an individual whose appointment or hiring is being considered when necessary to prevent needless and irreparable injury to that individual's reputation pursuant to Iowa Code Section 21.5(1)(i). Council reconvened in Executive Session at 1:17 p.m. with Mayor Klipsch and all aldermen present. On motion by Ald. Justin, second by Ald. Rawson the Council reconvened in Open Session at 4:11 p.m.

On motion Council adjourned at 4:11 P.M.

Jackie E Holecek

Jackie E. Holecek, MMC

Deputy City Clerk

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, July 12, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Special session at 3:30 p.m. with Mayor Klipsch presiding and all aldermen present.

On motion by Ald. Ambrose, second by Ald. Matson with all aldermen present voting aye, the Council recessed to executive session at 3:31 p.m. to evaluate the professional competency of an individual whose appoinment or hiring is being considered when necessary to prevent needless and irreparable injury to that individual's reputation pursuant to Iowa Code Section 21.5(1)(i). Council reconvened in Executive Session at 3:36 p.m. with Mayor Klipsch and all aldermen present. On motion by Ald. Dickman, second by Ald. Rawson the Council reconvened in Open Session at 5:11 p.m.

On motion Council adjourned at 5:11 P.M.

Jackie E Holecek

Jackie E. Holecek, MMC
Deputy City Clerk

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, July 20, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Special session at 7:03 p.m. with Mayor Klipsch presiding and all aldermen present.

On motion by Ald. Ambrose, second by Ald. Matson with all aldermen present voting aye, the following resolution was adopted: appointing Corri Spiegel as City Administrator and authorizing the Mayor to execute the attached employment agreement, 341.

On motion Council adjourned at 7:06 P.M.

Jackie E Holecek

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

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

Action / Date
7/27/2016

Subject:
Approval of the Report of the Committee of the Whole for July 20, 2016

ATTACHMENTS:

	Type	Description
	Cover Memo	COW Report 072016

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/20/2016 - 3:33 PM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, July 20, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present. The following Public Hearings were held: Community Development: for Ordinance for Case No. REZ 16-06: Request of Moline Holdings LLC for the proposed rezoning of approximately 8120 square feet of property located at 718 Bridge Avenue from C-1 Neighborhood Shopping District to R-4 Moderate Density Dwelling District. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Matson, second by Ald. Ambrose the following ordinance was tabled for one cycle: Case No. REZ 16-06: Request of Moline Holdings LLC for the proposed rezoning of approximately 8120 square feet of property located at 718 Bridge Avenue from C-1 Neighborhood Shopping District to R-4 Moderate Density Dwelling District. On motion by Ald. Gripp, second by Ald. Matson items 2-8 moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Justin the street closing for Chuck's Tap was placed on the Discussion Agenda; all other items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Dunn, second by Ald. Matson all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Boom all items moved to the Consent Agenda. Council adjourned at 6:58 p.m.

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Tiffany Thompson
Wards: All

Action / Date
7/27/2016

Subject:
Affirmative Action Advisory Commission

Robert Zelsdorf (reappointment)
Bishop Dr. Jimmie R. Horton (reappointment)

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/20/2016 - 3:30 PM

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Tiffany Thompson
Wards: All

Action / Date
7/27/2016

Subject:
Iowa Fallen Soldier Tribute Week, August 1-5, 2016

ATTACHMENTS:

Type	Description
Cover Memo	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	7/21/2016 - 4:33 PM

Proclamation

WHEREAS, the people of the city of Davenport, Iowa honor the many men and women who served in all branches of the military, and all those who made the supreme sacrifice with their lives to gain the freedom of others and to preserve this great nation; and

WHEREAS, on August 2, 2016, the Fallen Soldier Tribute Riders arrive at the American Legion Post 26, in Davenport, Iowa to honor, pay homage, and reverence to those men and women; and

WHEREAS, the freedoms enjoyed by a grateful nation and this city by the collective service and personal sacrifices of both those who served in uniform and those who supported them on the home front; and

WHEREAS, the self-sacrifice, courage, compassion, and dedication have inspired generations of our brave men and women in uniform at home and abroad;

NOW, THEREFORE, we, Frank Klipsch, Mayor, and the Davenport City Council do hereby proclaim the first week in August 2016 as

DAVENPORT, IOWA FALLEN SOLDIER TRIBUTE WEEK

____
Frank J. Klipsch
Mayor of Davenport

____
Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

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

Action / Date
7/27/2016

Subject:
Resolution approving a street closure for Chuck's Tap, Quad City Breast Cancer Awareness Ride, August 21, 10AM - 10 PM, Closure Location: 6th Street from Division to Madison Street, Ward 3

ATTACHMENTS:

Type	Description
Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/21/2016 - 9:41 AM

RESOLUTION NO. 2016-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: Chuck's Tap
Event: Quad City Breast Cancer Awareness Ride
Dates: August 21, 2016
Time: 10 AM – 10 PM
Closure Location: 6th Street from Division to Madison St
Ward: 3

Approved this 27th day of July, 2016.

Approved: Attest:

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

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/20/2016**
Contact Info: Matt Flynn, 563-326-7743
Wards: 6

Subject:
Resolution approving Case No FDP16-06: Request of Equity Ventures Commercial Development LC for a PDD Final Development Plan on 1.7 acres, more or less, of property located at 3805 East 53rd Street to facilitate redevelopment of an old restaurant site to a specialty retailer. [Ward 6]

Recommendation:
The City Plan and Zoning Commission concurs with the findings and recommendation of staff and recommends that the final development plan be approved as stated in the letter from the Chairperson dated July 6th, 2016.

Findings:

- The Final Development Plan complies with development code standards.

Recommendation:
The City Plan and Zoning Commission accepts the listed findings and forwards Case No. FDP16-06 to the City Council for approval subject to no special conditions.

The Commission vote for approval was 8-yes, 0-no and 1-abstention.

Relationship to Goals:
Neighborhood Development

Background:
This plan enables a specialty grocery store to occupy the site.

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

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution FDP16-06
Backup Material	FDP16-06 Background Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

Resolution No.__

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. Case No FDP16-06: Request of Equity Ventures Commercial Development LC for a PDD Final Development Plan on 1.7 acres, more or less, of property located at 3805 East 53rd Street to facilitate redevelopment of an old restaurant site to a specialty retailer. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final development plan for Equity Ventures Commercial Development LC (FDP16-06) is hereby approved and accepted pursuant to all the listed findings and conditions in the City Plan and Zoning Commission letter dated July 6th, 2016 and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution.

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Jackie E. Holecek, City Clerk

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

July 6, 2016

Honorable Mayor and City Council
City Hall
Davenport, Iowa 52801

Honorable Mayor and City Council:

At its regular meeting of July 6, 2016, the City Plan and Zoning Commission considered Case No FDP16-06: Request of Equity Ventures Commercial Development LC for a PDD Final Development Plan on 1.7 acres, more or less, of property located at 3805 East 53rd Street to facilitate redevelopment of an old restaurant site to a specialty retailer.

The City Plan and Zoning Commission adopted the following staff findings as the findings of the Commission:

- The Final Development Plan complies with development code standards.

By a roll call vote of 8-yes and 0-no and 1-abstention, the City Plan and Zoning Commission forwards Case No. FDP16-06 to the City Council with a recommendation of approval of the request.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record   Meeting Date: 07-05-16   Meeting Location: Council Chambers-City Hall

		DENIED	APPROVED						
Name:	Roll Call	REZ16-06 Moline Holdings LLC 718 Bridge Ave	FDP16-06 Equity Ventures Comm Develop LC 3805 E 53rd St						
Connell	P	Y	Y						
Hepner	P	Y	Y						
Inghram	P								
Kelling	EX								
Lammers	P	Y	Y						
Maness	P	Y	Y						
Martinez	P	Y	Y						
Medd	P	Y	Y						
Quinn	P	Y	Y						
Reinartz	P	Y	Y						
Tallman	P	Y	ABST						
		9-YES 0-NO 0-ABSTAIN	8-YES 0-NO 1-ABSTAIN						

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

Meeting Date: July 5, 2016
Request: Final Development Plan specialty grocery store
Address: 3805 E 53rd Street
Case No.: FDP16-06
Applicant: EVC Grocery – Equity Ventures Commercial Development LC

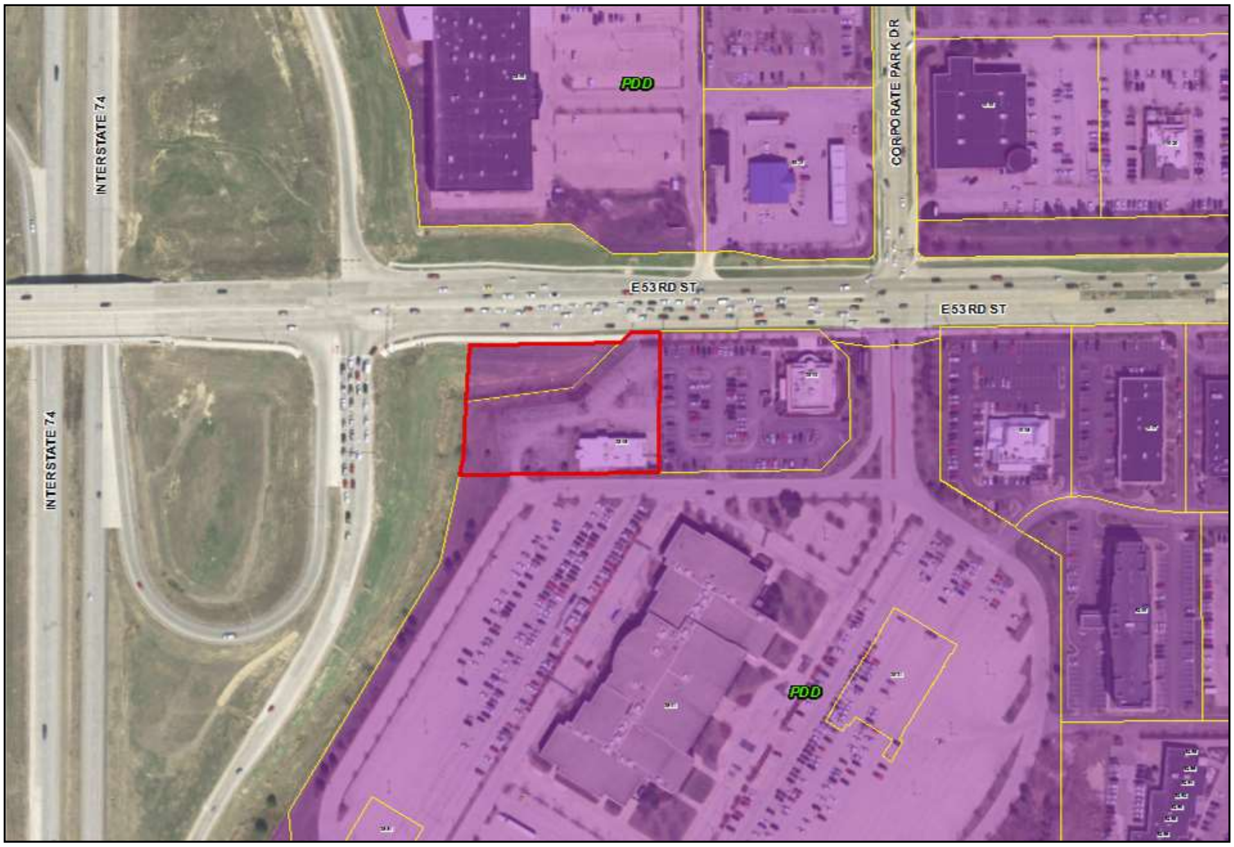
Recommendation:
Staff recommends the City Plan and Zoning Commission forward Case No FDP16-06 to the City Council with a recommendation for approval.

Introduction:
Request FDP16-06 of EVC Grocery – Equity Ventures Commercial Development, LC for a Final Development Plan to construct a commercial retail building southeast of Interstate 74 and east 53rd Street for a specialty grocery store.

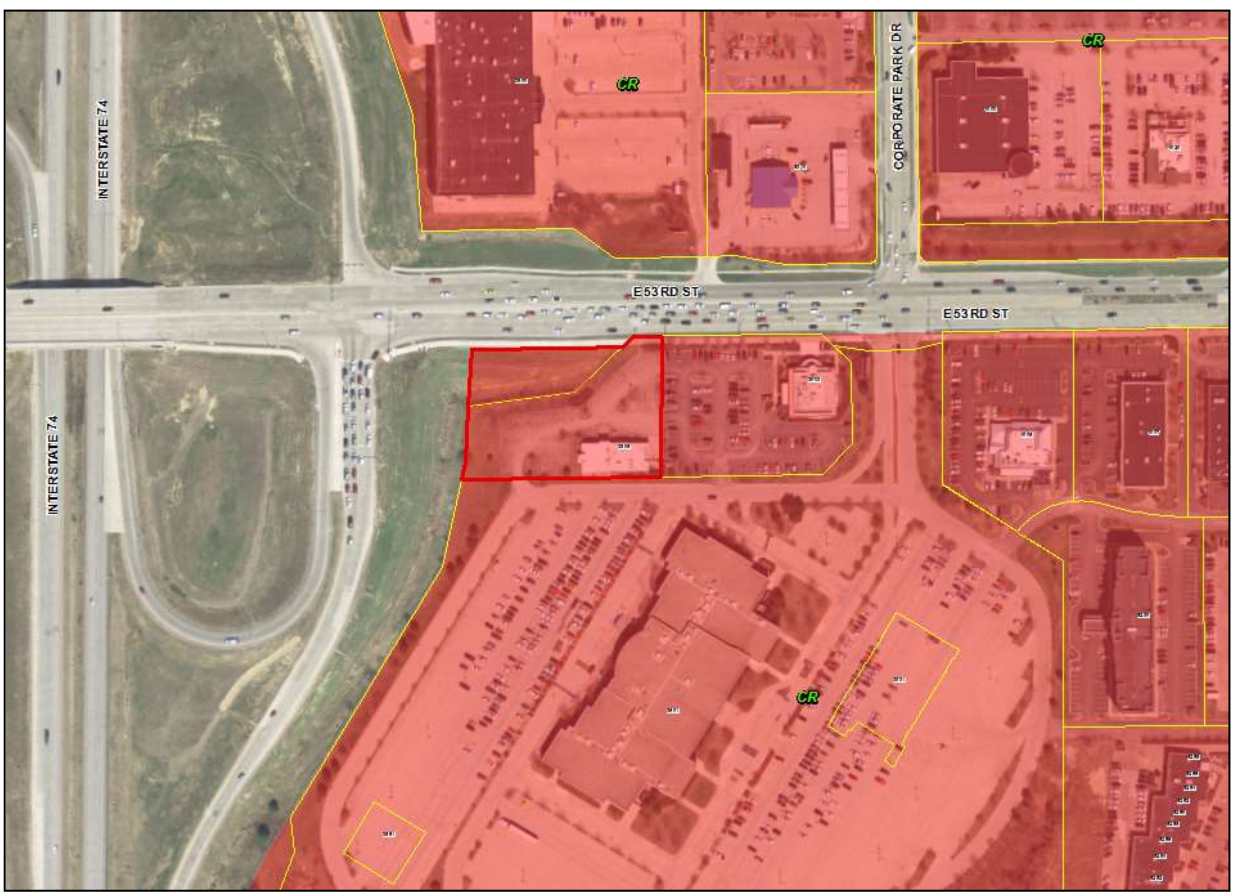
AREA CHARACTERISTICS:

Area Aerial Map

Zoning Map (PDD – Planned Development District)



Davenport 2025 Proposed Land Use Map (CR – Commercial Retail)



Background:

Comprehensive Plan:
Within Existing Service Area: Yes
Within Urban Service Area 2025: Yes

Proposed Land Use Designation: *Commercial Retail (CR) provides for a mixture of commercial uses, primarily retail. Retail can best be described as serving a large metropolitan or regional area. Typical retail in the CR include "big box" sites, supercenters and shopping malls.*

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

The proposed use complies with the Davenport 2025 proposed land use section.

Zoning:
The property is currently zoned "PDD" Planned Development District to allow for retail, office, commercial, and high-density dwelling uses.

Technical Review:

Streets. The property utilizes the existing street and access drive patterns. Access to the site is from East 53rd Street via an internal access drive.

Storm Water. Storm water collection, detention pond, and other stormwater impact are being evaluated by Public Works.

Sanitary Sewer. Sanitary sewer service is on site.

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

Emergency Services. The property is located less than one mile from Fire Station No. 8 at 2802 East 53rd Street.

Parks/Open Space. The proposed development does not impact any existing or planned parks.

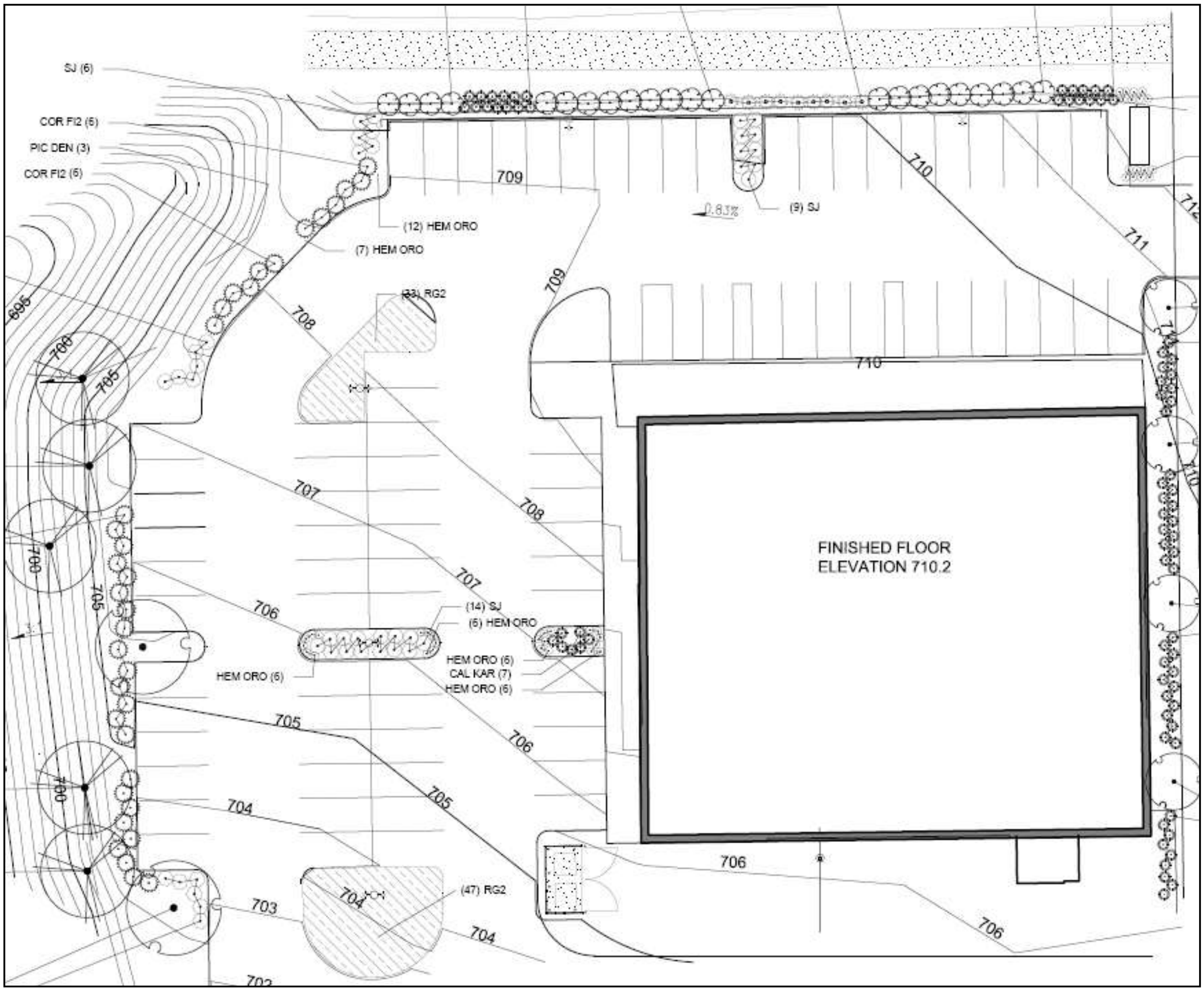
Public Input:
No public hearing is required for a Final Development Plan.

Discussion:
The proposal is to construct a commercial retail building for a specialty grocery store.

Staff Recommendation:
Staff recommends the City Plan and Zoning Commission forward Case No FDP16-06 to the City Council with a recommendation for approval.

Prepared by:

Scott Koops, AICP, Planner II
Community Planning


SJ (6)
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(6) HEM ORO
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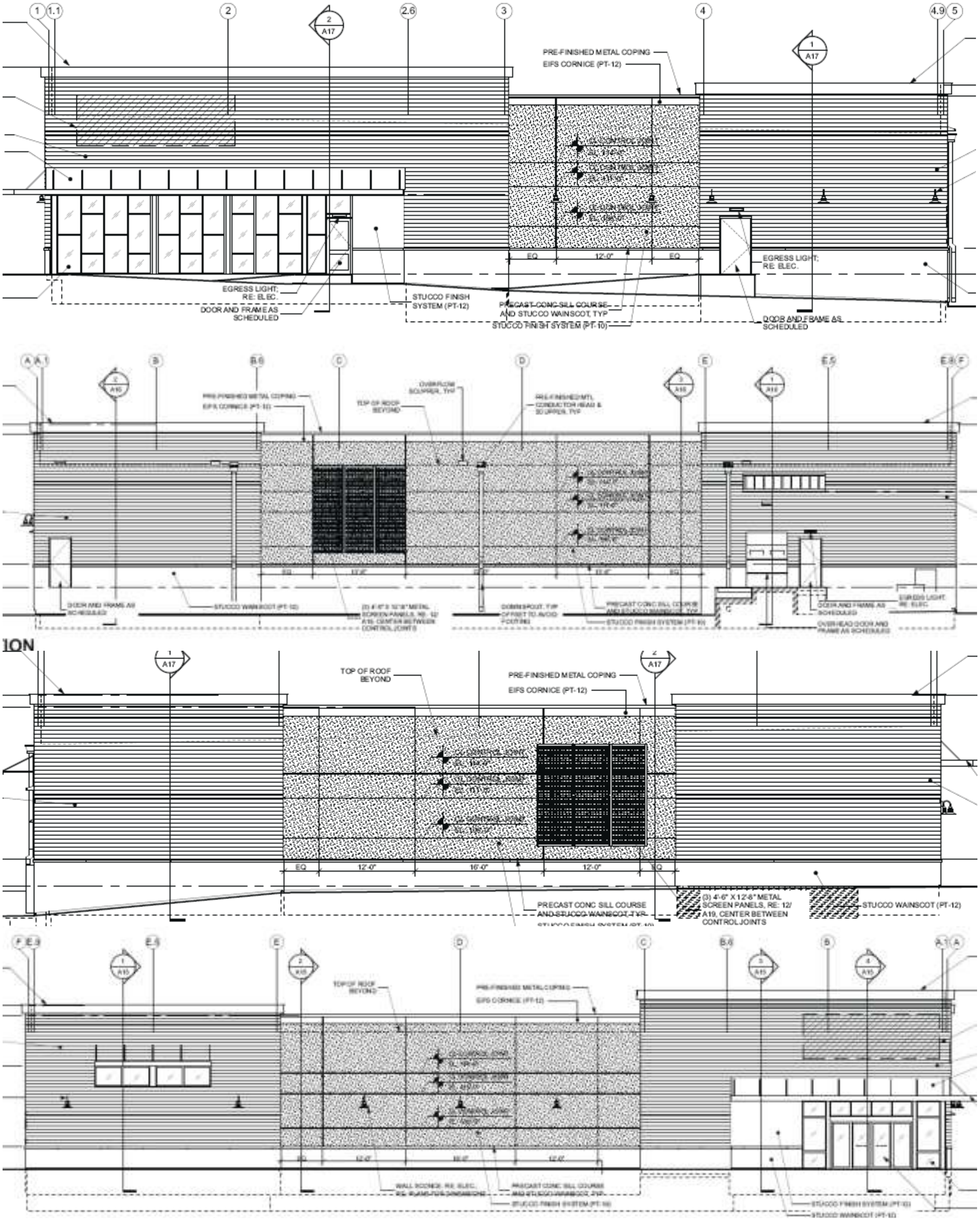
HEM ORO (6)
CAL KAR (7)
HEM ORO (6)
(47) RG2
FINISHED FLOOR
ELEVATION 710.2



PRE-FINISHED METAL COPING
EIFS CORNICE (PT-12)
EQ
12'-0"
EGRESS LIGHT; RE: ELEC.
DOOR AND FRAME AS SCHEDULED
STUCCO FINISH SYSTEM (PT-12)
PRECAST CONC SILL COURSE AND STUCCO WAINSCOT, TYP
STUCCO FINISH SYSTEM (PT-10)
TOP OF ROOF BEYOND
16'-0"
(3) 4'-6" X 12'-8" METAL SCREEN PANELS, RE: 12/ A19, CENTER BETWEEN CONTROL JOINTS
STUCCO WAINSCOT (PT-12)
ION

City of Davenport

Agenda Group:	**Action / Date**
Department: Community Planning & Economic Development	**7/20/2016**

Contact Info: Matt Flynn 326-7743
Wards: 8

Subject:
Resolution approving Case No. F16-05 being the final plat of Showcase Third Addition, which is located on the east side of Brady Street approximately 500 feet south of Veteran's Memorial Parkway. [Ward 8]

Recommendation:
The City Plan and Zoning Commission finds that:
1. The plat would be consistent with the comprehensive plan; and
2. The plat facilitates continued build-out of area thus increasing the City tax base.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F16-05 to the City Council with a recommendation for approval subject to the following conditions:
1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met; and
3. That note number 4 be amended to include the location of the detention as the outlot of Showcase Second Addition.

Please refer to the Commission's April 20, 2016 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 re-subdivision of 19.84 acres into four (4) lots.

The property is currently configured as four (4) lots. Please refer to the Commission's letter and background materials for further information.

ATTACHMENTS:

Type	Description
Resolution Letter	F16-05 Resolution
Backup Material	F16-05 Final Plat
Backup Material	F16-05 Plan and Zoning Commission Letter
Backup Material	F16-05 Plan and Zoning Commission Vote Results
Backup Material	F16-05 Plan and Zoning Commission Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

Resolution No.____________

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F16-05 being the final plat of Showcase Third Addition. [8th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Showcase Third Addition, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated April 20, 2016.

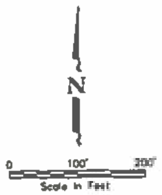
Note that conditions 1 through 3 have either been added to the plat and not repeated here (please refer to the Commission's April 20, 2016 letter for more details); and the Mayor and Deputy City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon 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:
______________________________	______________________________
Frank Klipsch, Mayor	Jackie E. Holecek, Deputy City Clerk

FINAL PLAT
OF
SHOWCASE THIRD ADDITION

BEING A RE-SUBDIVISION OF LOTS 1, 2, 3 AND PART OF LOT 5 OF SHOWCASE SECOND ADDITION
(ACCORDING TO THE PLAT THEREOF AND FILED AS DOCUMENT NUMBER 2009-04562)
TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF DAVENPORT, COUNTY OF SCOTT, AND STATE OF IOWA.



OWNER LOT 1
TRI-CITY ELECTRIC COMPANY
6225 NORTH BRADY STREET
DAVENPORT, IOWA 52806
(563) 322-7181

OWNER LOT 2-3
D & D PROPERTY HOLDING LLC
6225 BRADY ST
DAVENPORT, IA 52806

OWNER LOT 4
CRESCENT REALTY CORP
7750 DUNLEITH DR
EAST DUBUQUE, IL 61025

OWNER/DEVELOPER
TRI-CITY ELECTRIC COMPANY
6225 NORTH BRADY STREET
DAVENPORT, IOWA 52806
(563) 322-7181

ATTORNEY
LANE & WATERMAN LLP
TED OLT III
220 NORTH MAIN STREET, STE. 600
DAVENPORT, IOWA 52801
(563) 333-6641

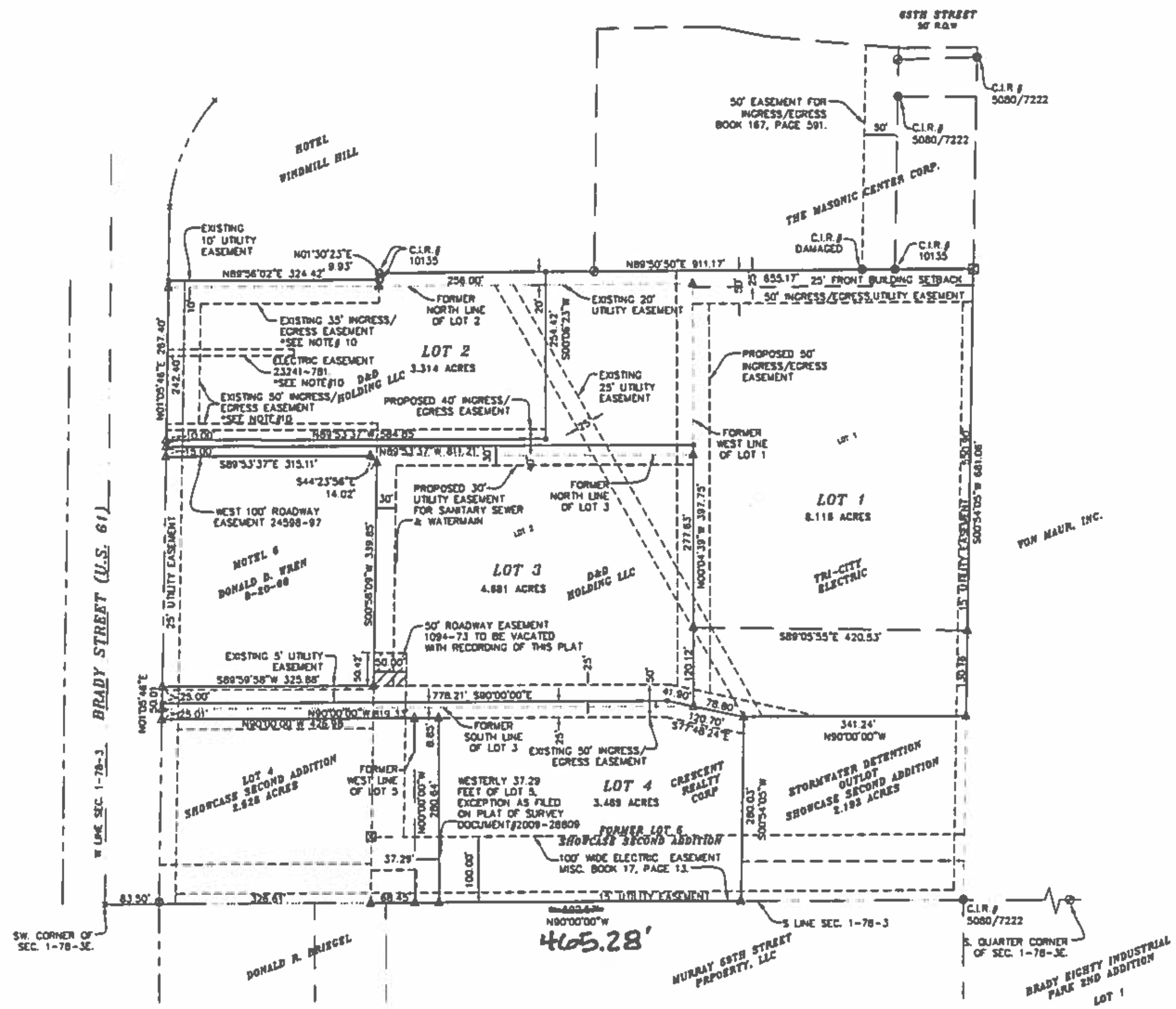
SURVEYOR
JAMES W. ABBITT JR.
MCCLURE ENGINEERING ASSOC.
INC. 4700 KENNEDY DRIVE
EAST MOLINE, IL 61244
(309) 792-9350

ZONING & LOT INFORMATION
ZONING: NO CHANGE OF ZONING
TOTAL NUMBER OF LOTS: 4
TOTAL AREA : 19.60 ACRES
FRONT SETBACK: 25' REAR SETBACK:
C-1 25', M-1 0' SIDE SETBACK: 0'

NOTES:

1. THIS SUBDIVISION CONTAINS 19.600 ACRES MORE OR LESS.
2. THE OWNERS OF LOTS WITH DRAINAGE EASEMENTS SHALL MAINTAIN A STORMWATER PASSAGEWAY WITHIN THE AREA PLATTED AS A "DRAINAGE EASEMENT". THIS AREA SHALL BE MAINTAINED AS A LAWN FREE OF STRUCTURES, FENCES, BUSHES, TREES AND OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF STORMWATER.
3. PROPOSED WATER MAIN, STORM & SANITARY SEWER IS TO BE PRIVATE SEWER AND WILL BE OWNED AND MAINTAINED BY A BUSINESSOWNER'S ASSOCIATION.
4. STORMWATER DETENTION IS PROVIDED WITHIN THE OUTLOT AS SHOWN ON THE PLAT OF SHOWCASE SECOND ADDITION (DOCUMENT NUMBER 2009-04562) AND OWNED AND MAINTAINED BY A BUSINESSOWNER'S ASSOCIATION.
5. BLANKET UNDERGROUND AND OVERHEAD EASEMENTS GRANTED FOR ELECTRIC TRANSFORMERS, PRIMARY ELECTRIC CABLE, SERVICE WIRES, GAS MAINS, GAS SERVICES, AND TELEPHONE & CABLE SERVICES.
6. THE DEVELOPMENT OF THIS SUBDIVISION MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 17.41 OF THE DAVENPORT MUNICIPAL CODE ENTITLED "HCOD" HIGHWAY CORRIDOR OVERLAY DISTRICT REGULATIONS.
7. THE SITE PLANS FOR THE DEVELOPMENT OF THIS SUBDIVISION MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 17.38 OF THE DAVENPORT MUNICIPAL CODE ENTITLED "SITE PLANS".
8. SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTAGES WHEN SO ORDERED BY THE CITY.
9. THIS PLAT IS SUBJECT TO THE CONDITIONS OF THE RESOLUTION APPROVING THE FIRST ADDITION BEING CITY RESOLUTION 2008-269.
10. EXISTING EASEMENT TO BE VACATED WITH THE RECORDING OF THIS PLAT

Prepared by: James W. Abbitt Jr. McClure Engineering Associates, Inc. 4700 Kennedy Drive, East Moline, Illinois 61244 309-792-9350



LEGEND

•	SET CAPPED IRON ROD WITH GREEN PLASTIC CAP#18465
⊘	FOUND 5/8" IRON ROD
⊙	FOUND CAPPED IRON ROD
□	FOUND CAPPED IRON ROD#13974
△	FOUND CAPPED IRON ROD#18465
⊠	FOUND 1/2" SQUARE ROD
×	FOUND CHISELED "X"
	BOUNDARY LINE
	SECTION LINE
(100')	DEED OR PLATTED
100'	MEASURED
	RIGHT OF WAY LINE
	PROPERTY LINE
	EXISTING PROPERTY LINE
	BUILDING SETBACK LINE
	UTILITY EASEMENT
	DRAINAGE EASEMENT
	EXISTING EASEMENT

PLANNING AND ZONING COMMISSION
BY: ______
DATE: ______

DAVENPORT CITY COUNCIL
BY: ______
DATE: ______
ATTEST: ______

IOWA-AMERICAN WATER COMPANY
BY: [signature]
DATE: 5-19-16

MID-AMERICAN ENERGY COMPANY
BY: [signature]
DATE: 5/20/16
Approved subject to encumbrances of record by Mid-American Energy Co.

MEDIACOM
BY: [signature]
DATE: 5/19/16

CENTURYLINK COMMUNICATIONS COMPANY
BY: [signature]
DATE: 5-19-16

LICENSED LAND SURVEYOR
JAMES W. ABBITT JR.
18465
IOWA

TRI-CITY ELECTRIC COMPANY
6225 N Brady St, DAVENPORT, IOWA, 52806

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE: 1" = 100'
DRAWN BY: JLR
CHECKED BY:
DATE: 3-9-2016

McClure Engineering Associates, Inc.
4700 Kennedy Drive, East Moline, Illinois 61244
Copyright 2016 By McClure Engineering Associates, Inc.

FINAL PLAT
SHOWCASE THIRD ADDITION — DAVENPORT, IOWA

SHEET NO. 1 OF 1

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

April 20, 2016

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

At its regular meeting of April 19, 2016, the City Plan and Zoning Commission considered Case No. F16-05 being the final plat for a four lot commercial subdivision (Showcase Third Addition).

Findings:
The City Plan and Zoning Commission finds that:
1. The plat would be consistent with the comprehensive plan; and
2. The plat facilitates continued build-out of area thus increasing the City tax base.

The City Plan and Zoning Commission accepted the listed finding and forwards Case F16-05 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met; and
3. That note number 4 be amended to include the location of the detention as the outlot of Showcase Second Addition.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record   Meeting Date: 04-19-16   Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED						
Name:	Roll Call	REZ16-04 Arnold & Melody Ash	F16-05 Showcase 3rd						
Connell	P	Y	Y						
Hepner	P	Y	Y						
Inghram	P								
Kelling	P	Y	Y						
Lammers	P	Y	Y						
Maness	P	Y	Y						
Martinez	P	Y	Y						
Medd	EX								
Quinn	P	Y	Y						
Reinartz	P	Y	Y						
Tallman	P	Y	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: April 19, 2016
Request: Final Plat for a four (4) lot subdivision
Location: 6225 Brady Street
Case No.: F16-05
Applicant: Tri-City Electric Company

Recommendation:

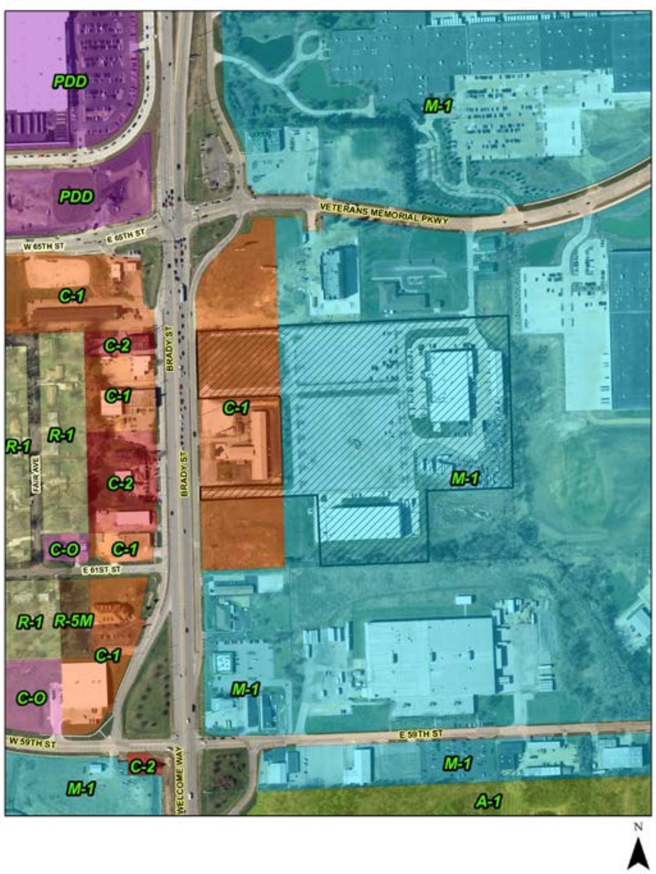
Staff recommends that the Plan and Zoning Commission forward case F16-05 to the City Council with a recommendation for approval subject to the listed conditions below.

Introduction:

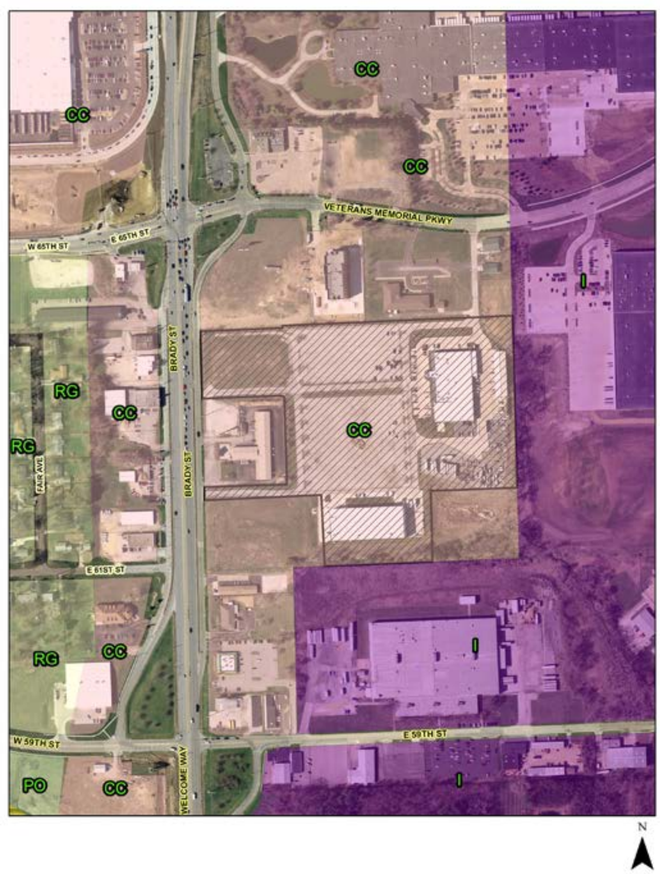
The petitioner is requesting the re-subdivision of 19.84 acres into four (4) lots.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



Background:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Proposed Land Use Designation: Commercial Corridor (CC)

Commercial Corridor (CC) identifies areas which are
a) generally commercial in nature,
b) oriented toward a major corridor,
c) more intense than CN – Commercial Neighborhood, and
d) less intense than CR – Commercial Retail.

This category can be considered a transition between a "residential corridor" and a "commercial district." Higher density commercial uses are allowed with limited residential uses.

Relevant *Davenport 2025* Goals to be considered in this Case: *Goal No. 1 – Strengthen the existing built environment:*

a. Identify and name neighborhoods and districts.
b. Reduce the number of underoccupied, abandoned, or vacant buildings/properties through adaptive reuse and infill.
c. Target brownfields for infill through a citywide redevelopment/reclamation plan and economic incentive programs.
d. Increase the number of mixed-use neighborhoods and districts.
e. Encourage use of civic design principals and standards, greenspace, and public art within neighborhoods, districts, and corridors.

Zoning:

The subject property is zoned "C-1" Neighborhood Shopping District and "M-1" Light Industrial District.

Technical Review:

Streets. Access to the development is via internal access roads, which connect to Brady Street.

Storm Water. There is existing stormwater infrastructure which was designed for full build-out of the commercial area. Additional retention may be required to meet the infiltration requirements for the first 1.25 inch rain event on site.

Sanitary Sewer. Sanitary sewer service is located on the east side of Brady Street.

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

Emergency Services. The property is located approximately 2.5 miles from Fire Station No. 3, which is located at 3506 N Harrison St.

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 plat.

Discussion:

The petitioner is requesting the re-subdivision of 19.84 acres into four (4) lots. The property is currently configured as four (4) lots.

Staff Recommendation:

Findings:
The plat would be consistent with the comprehensive plan.
The plat facilitates continued build-out of area thus increasing the City tax base.

Staff recommends that the Plan and Zoning Commission forward case F16-05 to the City Council with a recommendation for approval subject to the following conditions:

1. That the surveyor signs the plat;
2. That the utility companies sign the plat when their easement needs have been met; and
3. That note number 4 be amended to include the location of the detention as the outlot of Showcase Second Addition.

Prepared by:

Ryan Rusnak, AICP
Planner III

Attachment:
Proposed Subdivision Plat

FINAL PLAT
OF
SHOWCASE THIRD ADDITION

BEING A REPLAT OF LOTS 1,2,3 AND 5 OF SHOWCASE SECOND ADDITION
(DOCUMENT NUMBER 2009-04562)
TOWNSHIP 78 NORTH, RANGE 3 EAST OF THE 5TH PRINCIPAL MERIDIAN,
CITY OF DAVENPORT, COUNTY OF SCOTT, AND STATE OF IOWA.

N

0 100' 200'
Scale in Feet

OWNER LOT 1
TRI-CITY ELECTRIC COMPANY
6225 NORTH BRADY STREET
DAVENPORT, IOWA 52806
(563) 322-7181

OWNER LOT 2-3
D & D PROPERTY HOLDING LLC
6225 BRADY ST
DAVENPORT, IA 52806

OWNER LOT 4
CRESCENT REALTY CORP
7750 DUNLEITH DR
EAST DUBUQUE, IL 61025

OWNER/DEVELOPER
TRI-CITY ELECTRIC COMPANY
6225 NORTH BRADY STREET
DAVENPORT, IOWA 52806
(563) 322-7181

ATTORNEY
LANE & WATERMAN LLP
TED OLT III
220 NORTH MAIN STREET, STE. 600
DAVENPORT, IOWA 52801
(563) 333-6641

SURVEYOR
JAMES W. ABBITT JR.
MCCLURE ENGINEERING ASSOC.
INC. 4700 KENNEDY DRIVE
EAST MOLINE, IL 61244
(309) 792-9350

ZONING & LOT INFORMATION
ZONING: NO CHANGE OF ZONING
TOTAL NUMBER OF LOTS: 4
TOTAL AREA : 19.84 ACRES
FRONT SETBACK: 25' REAR SETBACK:
C-1 25', M-1 0' SIDE SETBACK: 0'

NOTES:
1. THIS SUBDIVISION CONTAINS 19.840 ACRES MORE OR LESS.

2. THE OWNERS OF LOTS WITH DRAINAGE EASEMENTS SHALL MAINTAIN A STORMWATER PASSAGEWAY WITHIN THE AREA PLATTED AS A "DRAINAGE EASEMENT". THIS AREA SHALL BE MAINTAINED AS A LAWN FREE OF STRUCTURES, FENCES, BUSHES, TREES AND OTHER LANDSCAPING THAT WOULD IMPEDE THE FLOW OF STORMWATER.

3. PROPOSED WATER MAIN, STORM & SANITARY SEWER IS TO BE PRIVATE SEWER AND WILL BE OWNED AND MAINTAINED BY A BUSINESSOWNER'S ASSOCIATION.

4. STORMWATER DETENTION IS REQUIRED AS PART OF THIS SUBDIVISION AND WILL BE OWNED AND MAINTAINED BY A BUSINESSOWNER'S ASSOCIATION.

5. BLANKET UNDERGROUND AND OVERHEAD EASEMENTS GRANTED FOR ELECTRIC TRANSFORMERS, PRIMARY ELECTRIC CABLE, SERVICE WIRES, GAS MAINS, GAS SERVICES, AND TELEPHONE & CABLE SERVICES.

6. THE DEVELOPMENT OF THIS SUBDIVISION MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 17.41 OF THE DAVENPORT MUNICIPAL CODE ENTITLED "HCOD" HIGHWAY CORRIDOR OVERLAY DISTRICT REGULATIONS.

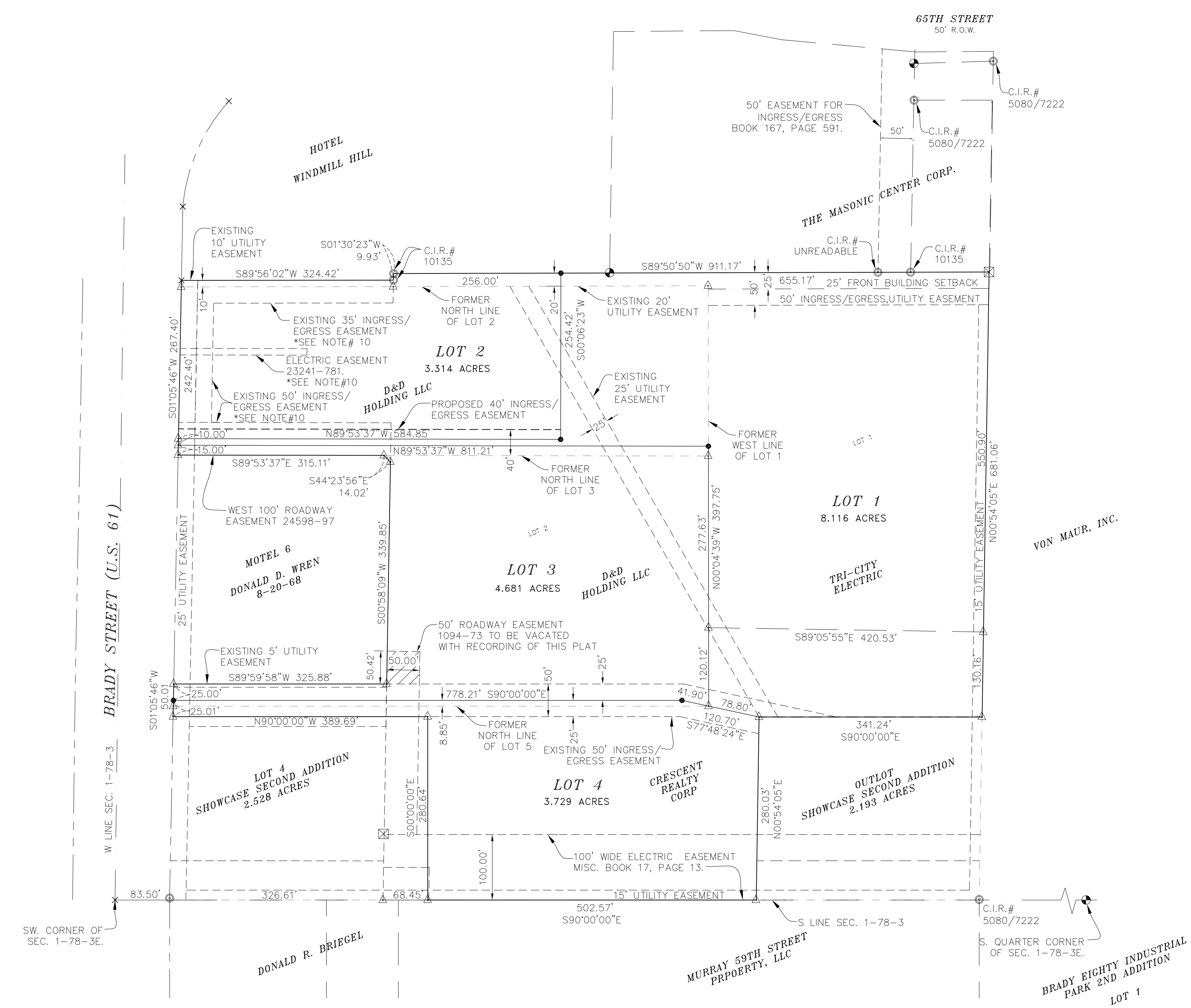
7. THE SITE PLANS FOR THE DEVELOPMENT OF THIS SUBDIVISION MUST COMPLY WITH THE REQUIREMENTS OF CHAPTER 17.56 OF THE DAVENPORT MUNICIPAL CODE ENTITILED "SITE PLANS".

8. SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTAGES WHEN SO ORDERED BY THE CITY.

9. THIS PLAT IS SUBJECT TO THE CONDITIONS OF THE RESOLUTION APPROVING THE FIRST ADDITION BEING CITY RESOLUTION 2008-269.

10. EXISTING EASEMENT TO BE VACATED WITH THE RECORDING OF THIS PLAT

Prepared by: James W. Abbitt Jr. McClure Engineering Associates, Inc. 4700 Kennedy Drive, East Moline, Illinois 61244 309-792-9350



LEGEND
- SET CAPPED IRON ROD WITH GREEN PLASTIC CAP#18465
- FOUND 5/8" IRON ROD
- FOUND CAPPED IRON ROD
- FOUND CAPPED IRON ROD#13974
- FOUND CAPPED IRON ROD#18465
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- RIGHT OF WAY LINE
- PROPERTY LINE
- EXISTING PROPERTY LINE
- BUILDING SETBACK LINE
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- EXISTING EASEMENT

PLANNING AND ZONING COMMISSION
BY:__________
DATE:__________

DAVENPORT CITY COUNCIL
BY:__________
DATE:__________
ATTEST:__________

IOWA-AMERICAN WATER COMPANY
BY:__________
DATE:__________

MID-AMERICAN ENERGY COMPANY
BY:__________
DATE:__________
Approved subject to encumbrances of record by Mid-American Energy Co.

MEDIACOM
BY:__________
DATE:__________

CENTURYLINK COMMUNICATIONS COMPANY
BY:__________
DATE:__________

LICENSED LAND SURVEYOR
JAMES W. ABBITT JR.
18465
IOWA

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

Signature:__________
James W. Abbitt Jr.

Date __________ Reg. No. 18465

My license renewal date is December 31, 2016.

Pages or sheets covered by this seal:
THIS SHEET ONLY.

TRI-CITY ELECTRIC COMPANY
6225 N Brady St, DAVENPORT, IOWA, 52806

REVISIONS		
NO.	ITEM	DATE

PLOTTING SCALE:	1" = 100'
DRAWN BY:	JLR
CHECKED BY:	
DATE:	3-9-2016

McClure Engineering Associates, Inc.
4700 Kennedy Drive East Moline, Illinois 61244
(309) 792-9350 Fax (309) 792-8974

FINAL PLAT
SHOWCASE THIRD ADDITION DAVENPORT, IOWA
FILE NAME: T:\IADA116.033\DWG\FP-3RD-ADD-3-9-16.dwg JOB NUMBER: IADA-01-13-16-033

SHEET NO. 1 OF 1

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/21/2013**
Contact Info: Bruce Berger, 326-7769
Wards: 3

Subject:
Resolution approving an Urban Revitalization Tax Exemption project for 121 W 8th Street. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Neighborhood improvements and added emphasis on economic development.

Background:
The objective of the Urban Revitalization Tax Exemption (URTE) program is to encourage private investment by providing an exemption on the increase in property taxes resulting from improvements. The City presently has three Urban Revitalization areas: Central City, North, and Davenport 2013.

Typically all URTE applications are approved in February. However from time to time applicants will request individual approval of their application. The State of Iowa's Workforce Housing Tax Credit application requires both a resolution of support from the Council as well as documentation of matching financial support. The City will be utilizing the URTE program as the source of matching funds for these applications. As a result, the URTE applicants below must be approved before the resolution of support from Council can be approved.

The following applicant is applying for URTE benefits for their property at:

- Matt Middendorp: 121 W 8th St, 100% exemption for 10 years

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution - URTE - 121 W 8th St

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

Resolution No.____________

Resolution offered by .

RESOLVED by the City Council of the City of Davenport.

RESOLUTION for approval of Urban Revitalization Tax Exemption Project.

WHEREAS, in the City of Davenport, an urban revitalization plan under the provisions of Urban Renewal has been in effect since 1980; and

WHEREAS, this plan provides incentives in the form of property tax exemption for both new construction and rehabilitation in order to encourage private investment and to help reverse the trend toward disinvestment; and

WHEREAS, the listed project meet the requirements of the urban revitalization plan; and

WHEREAS the City shall use the URTE program as a matching local contribution for the State of Iowa's Workforce Housing Tax Credit program.

NOW, THEREFORE, with the approval of the resolution, the property located at 121 W. 8th Street will be approved for the Urban Revitalization Tax Exemption program for 2017.

Approved:	Attest:
____________________________	______________________________
Frank Klipsch, Mayor	Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/20/2016**
Contact Info: Bruce Berger, 326-7769
Wards: 3

Subject:
Resolution supporting a Workforce Housing Tax Credit application to the State of Iowa for a multi-family project located at 121 W 8th St. [Ward 3]

Recommendation:
Approve the resolution.

Relationship to Goals:
Revitalized neighborhoods and corridors

Background:
Matt Middendorp is looking to rehabilitate the old St Lukes Hospital located at 121 W 8th St. This building is currently a dilapidated 24 unit building located in the Hilltop Campus Village near Palmer College. Mr. Middendorp will invest approximately $3.5M to rehabilitate the property into 20-22 units for local Palmer and St. Ambrose students. Mr. Middendorp is planning on rehabilitating 10-12 one-bedroom apartments and 10-11 two bedroom apartments. In addition to interior and exterior cosmetic improvements, they will also replace all plumbing, electrical and mechanical components and bring the building up to current required code. Estimated rents will range from $700 for a one bedroom apartment to $950 for a two bedroom apartment.

This project is seeking Workforce Housing Tax Credits (WHTC) through the State of Iowa. In order to apply for this funding source, the developer must receive a Resolution of Support from the sponsoring City, as well as document a local funding match of at least $1,000 per unit. This project has been approved for tax exemption through the URTE program that exceeds the public contribution requirement.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

Resolution No.______________

Resolution offered by Alderman ______.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION supporting a Workforce Housing Tax Credit application to the State for the 121 W 8th Street Project

WHEREAS, 121 W 8th Street project has requested City support for its application to the Iowa Economic Development Authority (IEDA) for State tax incentives under the Workforce Housing Tax Credit (WHTC) Program for the 24 unit project located at 121 W 8th Street; and

WHEREAS, successful completion of the 121 W 8th Street project requires funding from a number of sources, including an award of WHTCs in the form of an investment tax credit and State sales and use tax refund; and

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

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

WHEREAS, the 121 W 8th Street project is located within the City's Urban Revitalization Tax Exemption (URTE) area, has been approved for benefits through this program in 2016, and is eligible for the 10 year, 100% exemption schedule; and

WHEREAS, the URTE benefit awarded will meet the minimum City contribution of $1,000 per dwelling unit required by the WHTC program;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the 121 W 8th Street project is fully supported in applying for the Iowa Workforce Housing Tax Credit Program.

Approved: Attest:

______________________________ ______________________________

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

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/20/2016**
Contact Info: Bruce Berger, 326-7769
Wards: 7

Subject:
Motion to set a public hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the purpose of amending the North Urban Renewal Plan. [Ward 7]

Recommendation:
Approve the motion.

Relationship to Goals:
Added emphasis on economic development.

Background:
The City of Davenport is seeking to amend the North Urban Renewal Area Plan. The amendment will include the following project: Honkamp Krueger companies for an approximate $375,000 TIF rebate.

Public hearing to be held at the August 3, 2016 Committee of the Whole Meeting at the Eastern Avenue Library.

ATTACHMENTS:

Type	Description
Exhibit	URA Plan Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

City of Davenport, Iowa

Urban Renewal Plan Amendment
North Urban Renewal Area

July 11, 2016

The Urban Renewal Plan (the "Plan") for the North Urban Renewal Area (the "Area") is being amended for the purposes of adding a project thereto;

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

    a. **Name:** Honkamp Krueger Companies
    Cost: $375,000
    Rationale: The City shall issue a 60% rebate of property taxes paid over and above the base year valuation of the current properties (see Exhibit A).

2) **Required Financial Information** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:
    Outstanding General Obligation Debt of the City: $185,750,000
    Remaining Constitutional Debt Capacity of the City: $122,719,369
    Proposed Debt to be incurred in the Urban Renewal Area: $375,000

Exhibit A

Lot 5 of Schuette's First Addition to the City of Davenport, Scott County, Iowa. Subject to easements, restrictions and covenants of record. Parcel P1410-10. More commonly known at 3513 Vine Court.

Lot 6 of Schuette's First Addition to the City of Davenport, Scott County, Iowa. Parcel 1410-11.

Lot 8 of Schuette's First Addition to the City of Davenport, Scott County, Iowa. Parcel P1415-11. More commonly known as 908 West 35th Street.

City of Davenport

Agenda Group:	**Action / Date**
Department: Community Planning & Economic Development	**7/20/2016**
Contact Info: Bruce Berger, 326-7769	
Wards: 7	

Subject:
Motion to set a public hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the purpose of considering the approval of an economic development agreement with Honkamp Krueger companies. [Ward 7]

Recommendation:
Approve the motion.

Relationship to Goals:
Added emphasis on economic development.

Background:
Honkamp Krueger & Co., PC, HK Payroll Services, Inc. and Honkamp Krueger Financial Services, Inc. provide accounting, consulting, human resources, financial services, software development and retirement services to clients in all 50 states and thousands of U.S. cities. They have 12 offices across five states including Iowa, Illinois, Wisconsin, Minnesota and Nebraska.

Honkamp Krueger is considering a 10,000 square foot addition to their facilities at 908 West 35th Street, 3513 Vine Court and an adjacent parking lot. The property will be owned by Law Building, LLP. If Davenport is selected, this project will include the creation of 23 net new jobs and the retention of 54 positions. The average annual salary of new positions will be approximately $62,000. All positions are supported with a benefit package.

To support the business expansion, the proposed City assistance is a reimbursement of a maximum of 60% of the property taxes paid that are available to the City based upon the increase in assessed valuation. As required by Iowa Code, a public hearing is required prior to the approval of an economic development agreement where the City will incur debt. In this case, the debt is the City's obligation for a rebate of property taxes of approximately $375,000 over a 15 year period. The rebate would come through the use of tax increment financing applied to the assessed value of the improved property. The details of this financial assistance will be established and certified in an economic development agreement between the company and the City.

Public hearing to be held at the August 3, 2016 at 5:30 P.M. Committee of the Whole meeting which will be held at the Eastern Avenue Library.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/20/2016**
Contact Info: Steve Ahrens , 563-888-2235
Wards: 3

Subject:
Motion to set a Public Hearing for **August 3rd at 5:30 p.m. at the Eastern Avenue Library** for the Resolution for Concurrent Approval of the 935 East River Drive Property Lease Agreement [Ward 3]

Recommendation:
Set the Public Hearing

Relationship to Goals:
Added emphasis to economic development.

Background:
Troy and Gerald Welvaert are interested in leasing the former property once housing Wakeen's Family Boating Center located at 935 East River Drive from the City. The Welvaert Family plan to operate a marina with dry stack and a restaurant on the site with the improvements and investment estimated at $500,000.

To procure adequate financing for the project, the Tenant has requested an initial three (3) year term, with the option to renew for 6 additional periods of five (5) years. For leases with a term beyond three years in length, the City Council must approve concurrently and hold a public hearing.

The Levee Improvement Commission will approve the lease agreement at its special meeting on July 26, 2016. The public hearing will be held on August 3 and consideration of the resolution will be held during the same cycle.

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	7/19/2016 - 5:47 PM

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **6/15/2016**
Contact Info: Jackie Holecek
Wards: 3

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

Shenanigan's, Bix Weekend, July 29-30, 7:00 PM to Midnight; Closure Location: 3rd Street, parking lane and one travel lane between Ripley and Harrison Streets, Ward 3

Palmer College, Homecoming, August 10-13, 6:00 AM to Midnight; Closure Location: No parking on Palmer Drive between Main and Perry Street and the two east lanes of Brady Street on Saturday, August 10 to Sunday, August 13th, Ward 3

Village of East Davenport Assn, Farm Days in the Village, August 26-27, 10AM - 5 PM, Closure Location: 11th Street from Mound to Jersey Ridge Rd; Christy from 11th to the alley, Ward 5

Recommendation:
Consider the requests.

ATTACHMENTS:

Type	Description
Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/19/2016 - 5:47 PM

RESOLUTION NO. 2016-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: Shenangian's
Event: Bix Weekend
Dates: July 29-30
Time: 7:00 PM - Midnight
Closure Location: 3rd Street, parking lane and one travel lane between Ripley and Harrison Sts
Ward: 3

Entity: Palmer College
Event: Homecoming
Dates: August 10-13
Time: 6AM to Midnight
Closure Location: No parking on Palmer Drive between Main and Perry Street and the two east lanes of Brady Street on Saturday, August 10 thru Sunday, August 13th.
Ward: 3

Entity: Village of East Davenport Assn
Event: Farm Days in the Village
Dates: August 26-27
Time: 10:00 AM to 5:00 PM
Closure Location: 11th Street from Mound to Jersey Ridge Rd; Christy from 11th to the alley
Ward: 5

Approved this 27th day of July, 2016.

Approved:

Frank Klipsch, Mayor

Attest:

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group:
Department: Public Works Committee
Contact Info: Lesley Eastlick; (563) 326-7729
Wards: 1

Action / Date
7/20/2016

Subject:
Resolution approving the contract between the City and Missman, Inc. for the design of the Rockingham Road Resurfacing Project, not to exceed $275,000. CIP #35018. [Ward 1]

Recommendation:
Approve the resolution.

Relationship to Goals:
Infrastructure improvements

Background:
The contract approves Missman to design necessary improvements for storm sewer, pavement and sidewalks on Rockingham Road between Schmidt Road and Birchwood Avenue.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution Page 2
🗋	Backup Material	Professional Services Agreement - Missman

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

Resolution No. ____________________

Resolution offered by Alderman Ambrose

Resolved by the City Council of the City of Davenport.

Resolution approving Design Contract for the Rockingham Road Resurfacing and Sewer Improvement Project from Schmidt Road to Birchwood Avenue, CIP #35018 to Missman, Inc.

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

Now, therefore, be it resolved, by the City Council of the City of Davenport, Iowa: that the Contract is hereby approved, and the Public Works Deputy Director is hereby authorized to execute said document.

Passed and approved this 27th day of July, 2016.

Approved:

____

Frank Klipsch, Mayor

Attest:

____

Jackie E. Holecek, Deputy City Clerk

Missman, Inc.
Professional Engineers & Land Surveyors

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is effective this ________ day of ________________________, 2016 between Missman, Inc., an Iowa corporation, hereinafter for convenience referred to as MISSMAN and CITY OF DAVENPORT, IOWA hereinafter for convenience referred to as the CLIENT.

The "Services" provided under this Agreement are described in detail below, and are generally comprised of Design Services relating to the **Rockingham Road Improvements: S. Birchwood Avenue to Schmidt Road** (the "Project"). The Services are subject to the General Terms and Conditions attached hereto and incorporated into this Agreement.

The Scope of Services to be provided under this Agreement is as follows:
The Project will consist of the following project limits along Rockingham Road in the City of Davenport:
Start: West edge of S. Birchwood Avenue
End: Approximately 150 feet east of Schmidt Road (near 2118 Rockingham Road)

PHASE I: Preliminary and Final Design / Construction Bid Documents:

1. Develop construction plans, specifications, and final Bid documents in accordance with the scope items listed herein. The Project is assumed to receive local funding from the City of Davenport;
2. Complete a topographic and right-of-way verification survey within the project limits; includes a general utility investigation. City to provide additional sewer investigation information;
3. Complete design in close conformance with City of Davenport and Iowa DOT design standards and specifications;
4. Obtain pavement cores to determine existing pavement structure;
5. Prepare construction plans for the proposed work within the project limits, scope to include:
    a. Resurfacing/Improvement from S. Birchwood Avenue to S. Elmwood Avenue;
    b. Reconstruction/Improvement from S. Elmwood Avenue to S. Lincoln Avenue;
    c. Resurfacing/Improvement from S. Lincoln Avenue to ~150 feet east of Schmidt Road;
    d. Plans to include cover sheet, typical sections and details, roadway plan and profile sheets, erosion control plan and details, survey control, traffic control and staging, geometric staking and jointing details, storm sewer plan and profile sheets, pavement marking and signage, sidewalk plan and ADA details, and roadway cross-sections;
6. Attend one (1) meeting with the Client to discuss preliminary design, and current project estimate;
7. Coordinate with Railroad Owner (Canadian Pacific). Assume existing tracks to be abandoned and will be removed with the Project.
8. Attend up to three (3) Public Involvement Meetings;
9. Attend one (1) meeting to incorporate final comments and revisions into final Bid Documents;
10. Prepare Notice of Intent permit application in order to obtain the NPDES permit for storm water;
11. Prepare Storm Water Pollution Prevention Plan and binder for qualified personnel to maintain the inspection records during the construction of the project;
12. Complete plans, specifications, Bid documents, and an Engineer's Estimate of construction costs;
13. Assume Client will conduct Letting process and assume all costs and coordination efforts for project Bid advertisement. Missman will answer questions, and if necessary, provide contract addenda regarding the advertisement for bids and Contractor questions prior to the bid date;
14. Attend Bid opening, review submitted bids and City-provided Bid Tab, and provide a recommendation letter for award of contract to the lowest responsive bidder.

PHASE II: Construction Administration:

1. Respond to RFI (Request for Information) transmittals form the Contractor during Construction.

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The Services are limited to the Scope of Services set forth above. For avoidance of doubt, the Services do not include the following:

1. Negotiations or delays resulting from the owner's failure to secure right-of-entry for Missman to complete the work.
2. Preparation of zoning, permitting, vacation, exhibit, easement, or right-of-way plats or descriptions.
    a. It is assumed that the project will be completed within existing right-of-way or easements. Should the survey and design determine that additional right-of-way or easements are required to facilitate the Project, those services will be completed as additional services at the included contract rates.
3. Title research or expert testimony.
4. Engineering service and/or coordination regarding Archaeological, Environmental or Historic issues, other than mentioned above.
5. Soils investigations, geotechnical or environmental reports or studies.
6. Major changes in the scope of the project, including preparation of more than one bid package (phase).
7. Meetings and public hearings beyond those specified above.
8. Construction Administration, Observation, and Staking services.
9. Sanitary/storm Lift Station design.
10. Re-design due to Client or Iowa DOT design standard revisions.
11. Railroad crossing design and coordination/design approvals with the Railroad.
12. Traffic signal design.

Items of work beyond the Services are considered Additional Services and will be charged at the standard hourly rates set forth in Attachment Exhibit A – Hourly Rates for Additional Services.

No additional services will be completed without approval from the City.

The Deliverables will consist of:
All reports and studies will be made available to the CLIENT, and other designated recipients, in paper copy and electronic copy (AutoCAD, JPEG or PDF) as directed. A total of two (2) paper copies of each submittal are assumed.

<u>Submittals:</u>

1. Preliminary Plans (50% complete)
2. Check Plans (90% complete), including any special provisions, and an Engineer's Estimate.
3. Final Construction Plans and Bid Documents

The Schedule for the Services is as follows:
Work will proceed as agreed upon herein, when the CLIENT and MISSMAN have executed this Agreement and notice to proceed is given by the CLIENT.

It is anticipated that the final Bid Documents will be available for Advertisement in December 2016 with construction to occur in spring 2017. A final Engineer's Estimate of Construction Costs will be provided to the City prior to the last regularly scheduled October 2016 City Council meeting.

Schedule is subject to City-provided sewer investigation information and railroad approvals.

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The Fee for the above described services will be:

The 2016 Budget Construction Estimate for the Project is $2,400,000.00

PHASE I: Design / Construction Bid Documents = $ 275,000.00

Phase I work for the Project will be invoiced as a Lump Sum with monthly invoicing that reflects the percent of the project complete.

[1]**Total Phase I Fee (Lump Sum)**	**= $ 275,000.00**

[1]see item 21 "Compensation Methods" in the General Conditions

PHASE II: Construction Administration = $ 5,000.00 (estimated)

Phase II will be invoiced at Missman Standard Hourly Rates; since these work efforts are subject to the actual Project needs, the amount invoiced may be higher or lower than the value noted in the Phase.

This Agreement, the attached General Terms and Conditions, Attachment Exhibit A (Hourly Rates for Additional Services), all other Exhibits, if any, represent the entire and integrated Agreement between the CLIENT and MISSMAN and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and MISSMAN.

If you wish us to proceed on this project, please sign both copies and return one to us as soon as possible. This proposal is valid until August 15, 2016.

Thank you for considering Missman for your professional services.

Respectfully,

MISSMAN, INC.

By Morgan A. Mays
Morgan A. Mays, P.E.
Municipal Projects Manager

By Patrick D. Eikenberry
Patrick D. Eikenberry, P.E.
President/CEO

Accepted this _______ day of __________, 2016

By_________________________________

Title_______________________________
City of Davenport

Missman, Inc.
Professional Engineers & Land Surveyors

GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS:** The term Client shall be herein interpreted as the person(s), partnership, corporation or other entity, public or private, to which this Agreement is made. The term "Missman" represents Missman, Inc., an Iowa corporation, providing the professional services.

2. **SCOPE OF SERVICES:** Services are limited to those specifically listed; they do not include others not set forth or not listed which are expressly excluded from the scope of Missman's services unless separately provided in writing, as agreed upon by both Missman and Client. Missman assumes no responsibility to perform or provide any services not specifically listed.

3. **CHANGED CONDITIONS:** This Agreement is based on conditions actually known by or disclosed to Missman. If other conditions not originally known or disclosed become known or disclosed, Missman may require a renegotiation of appropriate portions of this Agreement (illustratively, scope of service or compensation).

4. **HAZARDOUS ENVIRONMENTAL CONDITIONS:** Unless expressly stated in writing, Missman does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Missman of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Missman will notify the Client and, as appropriate, government officials of such conditions. Missman may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Missman shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. Missman shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

5. **BURIED UTILITIES:** Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Missman and to defend, indemnify and hold Missman harmless for any claim or liability for injury or loss arising from Missman or other persons encountering utilities or other manmade objects that were not brought to Missman's attention or which were not properly located on the plans furnished to Missman. Client further agrees to compensate Missman for any and all time, costs and expenses incurred by Missman in defense of any such claim, in accordance with Missman's then effective standard hourly fee schedule and expense reimbursement policy.

6. **OPINIONS OF PROBABLE COST:** In providing opinions of probable cost, the Client understands that Missman has no control over contractor's costs or the price of contractor's labor, equipment or materials, or over the Contractor's method of pricing, all of which can be extremely volatile, and that the opinions of probable cost provided herein are to be made on the basis of Missman's qualifications and past experience. Missman makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

7. **ACCEPTANCE PERIOD:** CADD files shall have an acceptance period of 90 days. During this time, the Client can examine the electronic files and verify their correctness. Missman will remedy any errors discovered in the files during this period. Once the acceptance period ends, the Client has accepted the files and takes responsibility for their ongoing maintenance.

8. **CONSTRUCTION SERVICES:** Should the Client provide construction observation or review with either the Client's representatives or a third party, Missman's services under this Agreement will be considered to be completed upon either (1) completion and submittal of the Final Design; or (2) the services outlined in the Scope of Work. It is understood and agreed that if Missman's services under this Agreement do not include project observation or review of the Contractor's performance or other construction services and that such services will be provided by the Client, then the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review. The Client specifically waives any and all claims of whatever kind or nature against Missman that may in any way be connected thereto.

9. **AUTHORITY AND RESPONSIBILITY:** Missman (1) does not in any manner guarantee the actual bids the Client will receive or the work of any contractor or subcontractor, (2) has no authority to stop work by any contractor or subcontractor, (3) has no supervision or control as to the work or persons doing the work, (4) does not have charge of the work, (5) is not responsible for safety in, on or about the job site and (6) does not have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids. Missman neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to finish and perform its work in accordance with the Contract Documents.

10. **FAST TRACK/DESIGN-BUILD AND CONSTRUCTION:** "Fast track" refers to Missman's design services which overlap the construction work and/or are out of sequence with the traditional project performance or delivery method. In consideration of the benefits to the Client of employing the "fast track" process and in recognition of the inherent risks of fast tracking to Missman which Client accepts, the Client waives any and all claims against Missman for design changes and modification of portions of the services already constructed due to the Client's decision to employ the fast track process. The Client further agrees to compensate Missman for all Additional Services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast track manner.

11. **RIGHT OF ENTRY:** Client shall provide for Missman's right to enter property owned by Client and/or others in order for Missman to fulfill the scope of service for this Project. Client understands that use of exploration equipment such as soil testing may unavoidably cause damage, the costs associated therewith and correction of which is the responsibility of the Client and shall not be the responsibility of Missman.

12. **STANDARD OF PRACTICE:** Services performed by Missman under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document or otherwise.

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13. **INFORMATION PROVIDED BY OTHERS:** The Client shall furnish and grant permission to use, at the Client's expense, all information, requirements, reports, data, surveys and instructions as defined in the Scope of Services of this Agreement. Missman may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. If the Client desires verification by Missman, the Client and Missman shall enter into a separate written agreement for providing such services.

14. **OWNERSHIP OF DRAWINGS AND ELECTRONIC INFORMATION:** Drawings, tracings, plats, specifications, CADD files, electronic information and other products produced by Missman may be used in connection with the Client's presently proposed project, but shall otherwise be Missman's property and their use for any other project is not authorized. The Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Missman from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney's fees arising out of or in any way connected with modification, translation, misinterpretation, misuse or reuse by the Client or others of the machine readable information and data or other electronic data which may be provided by Missman under this Agreement. Contract Documents include both the sealed drawings and the electronic files. If there is a conflict between the two, the sealed drawings will control and govern.

15. **UNAUTHORIZED CHANGES:** In the event the Client, the Client's contractors, subcontractors, agents or anyone for whom the Client is responsible, either directly or indirectly, makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Missman without obtaining Missman's prior written consent, the Client shall assume full responsibility for the results or consequences of such changes. Therefore, the Client waives any claim against Missman and releases Missman from any and all liability whatsoever or indirectly from such unapproved changes whether or not known by Missman.

16. **LIMITATION OF LIABILITY:** Notwithstanding any provision of this Agreement to the contrary:

16.1 THE SERVICES AND THE WORK PRODUCT OF MISSMAN ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF MISSMAN, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE AGGREGATE FEES RECEIVED BY MISSMAN UNDER THIS AGREEMENT. ANY DAMAGE ON ACCOUNT OF PROFESSIONAL ERRORS, OMISSIONS OR NEGLIGENCE WILL BE LIMITED TO $10,000.00 OR THE FEE, WHICHEVER IS LESS. IN NO EVENT SHALL MISSMAN BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY MISSMAN, EVEN IF MISSMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

16.2 Client acknowledges and agrees that Missman shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client (including, without limitation, any payment missed or made incorrectly, whether by date, amount, payee, address or otherwise) arising out of, based upon or resulting from any erroneous data provided by Client or any third party or otherwise contained in Client's databases, or Client's failure to provide accurate information or complete documentation regarding any owned, leased or subleased property. No representation or recommendation is or will be made by Missman or its Subcontractors agents or employees as to the legal sufficiency, legal effect, tax or accounting consequences of any transaction or documentation. Client is urged to seek the advice of counsel, accountants and advisors as to the legal, tax and accounting consequences thereof.

16.3 Client agrees that Missman shall bear no liability to the extent arising out of Client's failure to comply with its obligations under this Agreement. Further, Missman shall have no duty to indemnify, hold harmless or defend Client to the extent a Claim arises because Missman, its employees or agents either acted or failed to act because of their adherence to Client's policies, procedures, rules, regulations, agreements, directions and/or instructions. All Client policies, procedures, rules, regulations, agreements, directions and instructions with which Missman must comply shall be consistent with this Agreement and provided to Missman in advance in writing. Missman shall bear no liability for construction methods, techniques or the acts or failures to act of contractors. The provisions of this Section 16 shall survive the expiration of the Term or termination of this Agreement..

17. **AGREEMENT BY CLIENT NOT TO PURSUE COST OF CERTAIN CHANGE ORDERS:** Client recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the drawings, specifications and other design documentation furnished by Missman or in the other professional services performed or furnished by Missman under this Agreement ("Covered Change Orders"). Accordingly, Client agrees to budget a minimum of five percent (5%) of the total client's construction contractor's bid amount(s) for contingencies. Further, the Client agrees not to sue or to make any claims directly or indirectly against Missman on the basis of professional negligence breach of contract, or otherwise with respect to the costs of approved Covered Change Orders, unless the costs of such approved Covered Change Orders exceed fifteen percent (15%) of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Missman for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Client would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity or inconsistency in the Contract Documents and without any other error or omission of Missman related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Missman is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Missman includes Missman's officers, directors, members, partners, agents, employees and subconsultants. Client further agrees not to sue or to make any claim directly or indirectly against Missman with respect to any Covered Change Order not in excess of such percentage stated above, and Client agrees to hold Missman harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.

18. **PURPORTED DEFECTS OR ERRORS IN SERVICE:** The Client shall immediately report to Missman any defects or suspected defects in Missman's services of which the Client becomes or should have become aware and allow Missman to take measures to minimize the consequences of such a defect or error. Failure by the Client to notify Missman shall relieve Missman of the costs of remedying the defects claimed above the sum such remedy would have cost had prompt notification been given when such defects were or should have been first discovered.

19. **INDEMNIFICATION:** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Missman, its officers, directors, employees, agents and subconsultants from and against said damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with Missman's providing emergency services under this Agreement, excepting only those damages, liabilities or costs arising directly from the willful negligence or gross misconduct of Missman. **[Comment: Client will likely ask for indemnity from Missman. See alternate clause to address likelihood that Client will request reciprocal indemnity.] [ALTERNATIVE CLAUSE: Missman agrees to (a) indemnify and hold Owner harmless from and against all claims, liabilities, damages, judgments, suits, losses, penalties, settlements, costs of enforcement, and other expenses (collectively,**

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"Claims") asserted against or incurred by Owner for bodily injury, personal injury and/or property damages to the extent such Claims are due to Missman's negligence, gross negligence or willful misconduct or Missman's failure or refusal to comply with or abide by any applicable law, and (b) defend promptly and diligently, at Missman's sole expense, with attorneys reasonably acceptable to Owner, any Claim, action or proceeding brought against Owner or Owner and Missman jointly or severally, arising out of or connected with the matters for which Missman provides indemnification under clause (a) above.]

20. **TIME OF COMPLETION:** Missman will use its best efforts to complete the work by the date indicated in the schedule, but Missman shall incur no liability due to any delay for any reason and the Client's obligation to pay fees and expenses shall not be affected by any delay. In addition, if any delay increases the cost or time required by Missman to perform its services in an orderly, professional and efficient manner, Missman shall be entitled to a reasonable and equitable adjustment in schedule and/or compensation.

21. **COMPENSATION METHODS:** The "Lump Sum" method includes compensation for Missman's services and services of other's product and service provides outside Missman's employ, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead and profit and may or may not include Reimbursable Expenses. The "Standard Hourly Rate" method is an amount equal to the cumulative hours charged per each classification of employee, times a current Standard Hourly Rate, which shall be revised periodically, for each applicable billing classification for all services performed on a Specific Project, plus Reimbursable Expenses and outside Missman charges, if any. The "Payroll Cost Times Multiplier" method is an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's payroll cost. The "Payroll Cost" is defined as the salary and wage of an employee, plus the cost of customary and statutory benefits including, but not necessarily limited to, social security contributions, unemployment, health, sick leave, vacation, workers' compensation, incentive and holiday pay applicable thereto. "Reimbursable Expenses" means the actual expenses incurred directly or indirectly in connection with the work including, but not limited to, the following: transportation and subsistence, telephone and media expenses, reproduction or printing, computer time and services of others outside Missman's employ.

22. **TERMINATION:** This Agreement may be terminated by either party on written notice to the other party. If terminated by either party, with or without cause, the Client agrees to pay for all services and reimburse all expenses performed or incurred due to the termination.

23. **PAYMENT:** Missman may bill for its Services and expenses monthly, based on costs of Services and expenses incurred or the proportion of the actual work completed at the time of billing. Payment of bills is due within fifteen (15) calendar days from the date billed. If not paid within 30 calendar days from the billing date, the Client agrees to additionally pay interest at the rate of one percent (1%) per month on the unpaid balance, or the maximum rate of interest permitted by law, whichever is less. Further, if not paid within 30 calendar days from the billing date, Missman reserves the right to suspend work on the project and bill for any cost of services and expenses incurred up to that date.

24. **COLLECTION COSTS:** If the Client fails to make payments when due and Missman incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to Missman. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Missman staff costs at standard billing rates for Missman's collection costs shall survive the term of this Agreement or any earlier termination by either party.

25. **SET-OFFS, BACK-CHARGES, DISCOUNTS:** Payment of invoices shall not be subject to any discount or set-offs by the Client, unless agreed to in writing by Missman. As further noted in Paragraph 23, payment to Missman for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

26. **DISPUTED INVOICE:** If the Client objects to any portion of an invoice, the Client shall so notify Missman writing within fifteen (15) calendar days of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute, and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due that cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) days in accordance with Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in favor of Missman and shall be calculated on the unpaid balance from the due date of the invoice.

27. **SUSPENSION AND/OR TERMINATION OF SERVICES:** If the Client fails to make payments when due, as further noted in Paragraph 24, or otherwise is in breach of this Agreement, Missman may suspend performance of services upon five (5) calendar day's written notice to the Client. Missman shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by a breach of the Agreement by the Client. Upon payment in full by the Client, Missman shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Missman to resume performance. If the Client fails to make payment to Missman in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by Missman.

28. **DISPUTE RESOLUTION:** Any claims or disputes made during design, construction or post-construction between the Client and Missman shall be submitted to non-binding mediation. The Client and Missman agree, to the best of their ability, to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. If the parties are unable to resolve a dispute through negotiation or mediation, then either party is entitled to any and all legal and equitable remedies it has, including, without limitation, the right to trial.

29. **GOVERNING LAW:** The laws of the State of Illinois without giving effect to its conflicts of law principals, govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement. Litigation or legal proceedings which arise out of or relate to this Agreement are to be conducted before a judge and not a jury.

30. **VENUE:** The parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Rock Island County, Illinois, for the purposes of adjudicating any matter arising out of or relating to this Agreement.

4500 Black Hawk Commons Drive, P.O. Box 6040 • Rock Island, Illinois 61201-6040
Phone:309.788.7644 • Fax:309.283.1642 • www.missman.com

Missman, Inc.
Professional Engineers & Land Surveyors

31. **BINDING EFFECT:** This is the entire agreement. It may not be amended except in writing executed by both the Client and Missman. It shall be binding on both the Client and Missman and their legal representatives, executors, administrators, successors and assigns.

32. **BOUNDARY CONFLICT:** Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. Missman will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by Missman for future resolution. If you choose resolution, Missman will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

33. **FORCE MAJEURE:** Except as hereinafter provided, no delay or failure in performance by Client or Missman shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure substantially frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, Missman promptly shall notify Client. Once the Force Majeure event ceases, Missman shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

4500 Black Hawk Commons Drive, P.O. Box 6040 • Rock Island, Illinois 61201-6040
Phone:309.788.7644 • Fax:309.283.1642 • www.missman.com

Missman, Inc.
Professional Engineers & Land Surveyors

ATTACHMENT
EXHIBIT A – HOURLY RATES FOR ADDITIONAL SERVICES

ADDITIONAL SERVICES: Additional Services will be charged at the standard hourly rates shown below. Work on items considered Additional Services would not be undertaken until the Client provides written authorization.

Classification	Rate
Principal	$185.00
Senior Project Manager	$151.00
Project Manager	$134.00
Project Engineer	$118.00
Senior Design Engineer	$90.00
Design Engineer	$82.00
Land Survey Manager	$142.00
Land Surveyor	$122.00
Survey Party Chief	$80.00
Survey Technician	$51.00
Senior Engineering Technician	$103.00
Engineering Technician	$73.00
CAD Operator	$57.00
Construction Services Manager	$120.00
Construction Services Senior Technician	$98.00
Construction Services Technician	$77.00
Project Coordinator II	$82.00
Project Coordinator I	$62.00
Environmental Scientist	$72.00
Clerical & Administration	$52.00
Engineering Intern	$31.00
Survey – Robotic	$95.00
Survey – RTK	$110.00

January 1, 2016
Missman, Inc.

The above standard hourly rates include overhead, profit, insurance, and normal costs for readiness to serve. Reasonable travel costs are also included. Lodging and per diem in excess of 50 miles from the office servicing the project will result in additional charges.

4500 Black Hawk Commons Drive, P.O. Box 6040 ▪ Rock Island, Illinois 61201-6040
Phone:309.788.7644 ▪ Fax:309.283.1642 ▪ www.missman.com

City of Davenport

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

Action / Date
7/20/2016

Subject:
Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City right-of-way along Howell Street from 2nd Street to 5th Street and along 5th Street from Howell Street to Division Street. Agreement Reference No. 2016-F11. [Ward 3]

Recommendation:
Pass the Resolution.

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

Background:
Geneseo Communications has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total length of fiber is approximately 2,170 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the agreement. The Agreement Reference number is 2016-F11.

ATTACHMENTS:

Type	Description
Cover Memo	Attach to Geneseo-Howell&5th-2016-F11
Exhibit	2016 - F11 (Howell St)

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

Resolution No.____________

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Howell Street from 2nd Street to 5th Street and along 5th Street from Howell Street to Division Street. Agreement Reference No. 2016-F11.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2016-F11) to construct buried communications cable in City Right-of-Way along along Howell Street from 2nd Street to 5th Street and along 5th Street from Howell Street to Division Street, the total length of fiber is approximately 2,170 feet as shown on the attached map; and

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

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

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

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

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

Passed and approved this 27th day of July, 2016

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

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-________, AGREEMENT REFERNCE NUMBER 2016-F11

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

Geneseo Communications Services, Inc.

By: ______________________________

Name: ______________________________

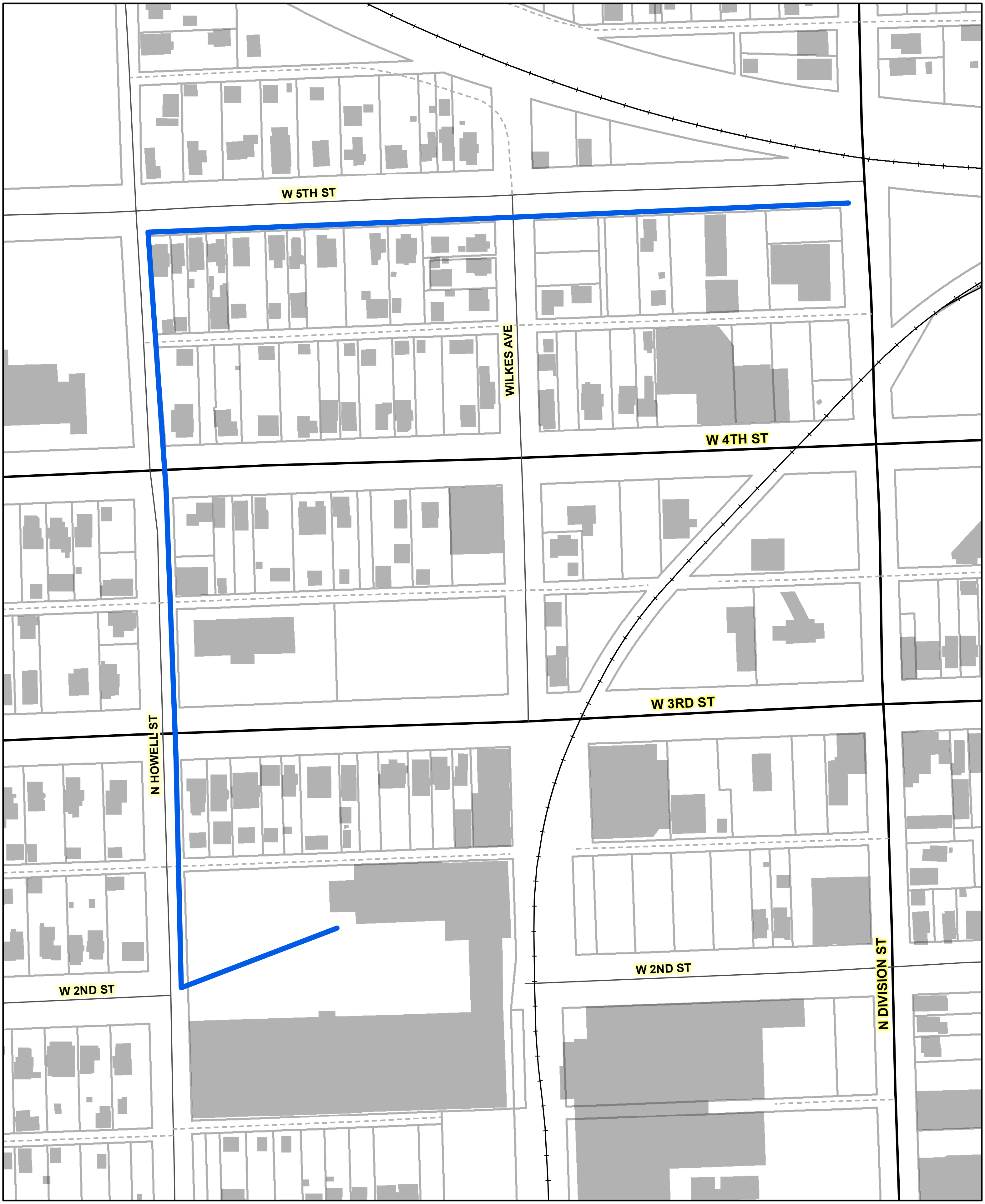
Title: ______________________________

STATE OF ________________)
) SS:
COUNTY OF ______________)

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

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

____
Notary Public



Proposed Fiber Optic Route

2016 - F11

Map Date: 7/11/16

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works Committee	**7/20/2016**
Contact Info: Tom Leabhart (563) 326-7729	
Wards: 3	

Subject:
Resolution granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City right-of-way along Sturdevant Street from south of 3rd Street to the alley north of Sturdevant Street, a distance of approximately 308 feet. Agreement Reference No. 2016-F12. [Ward 3]

Recommendation:
Pass the Resolution.

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

Background:
Geneseo Communications has requested permission to install buried communication fiber optic line within City right-of-way as shown on the attached map. The total length of fiber is approximately 308 feet.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the agreement. The Agreement Reference number is 2016-F12.

ATTACHMENTS:

Type	Description
Cover Memo	Attach to Geneseo-Sturdevant-2016-F-12
Exhibit	Map Geneseo 2016-F12

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

Resolution No.____________

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications Services, Inc. to install a buried communications system in the City Right-of-Way along Sturdevant Street from south of 3rd Street to the alley north, a distance of approximately 308 feet. Agreement Reference No. 2016-F12.

WHEREAS, Geneseo Communications Services, Inc. (The Owner) has submitted a request (Agreement Reference #2016-F12) to construct buried communications cable in City Right-of-Way along Sturdevant Street from south of 3rd Street to the alley north of Sturdevant Street, the total length of fiber is approximately 308 feet as shown on the attached map; and

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

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

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

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

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

Passed and approved this 27th day of July, 2016

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

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2016-_______, AGREEMENT REFERNCE NUMBER 2016-F12

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

Geneseo Communications Services, Inc.

By: ______________________________

Name: ______________________________

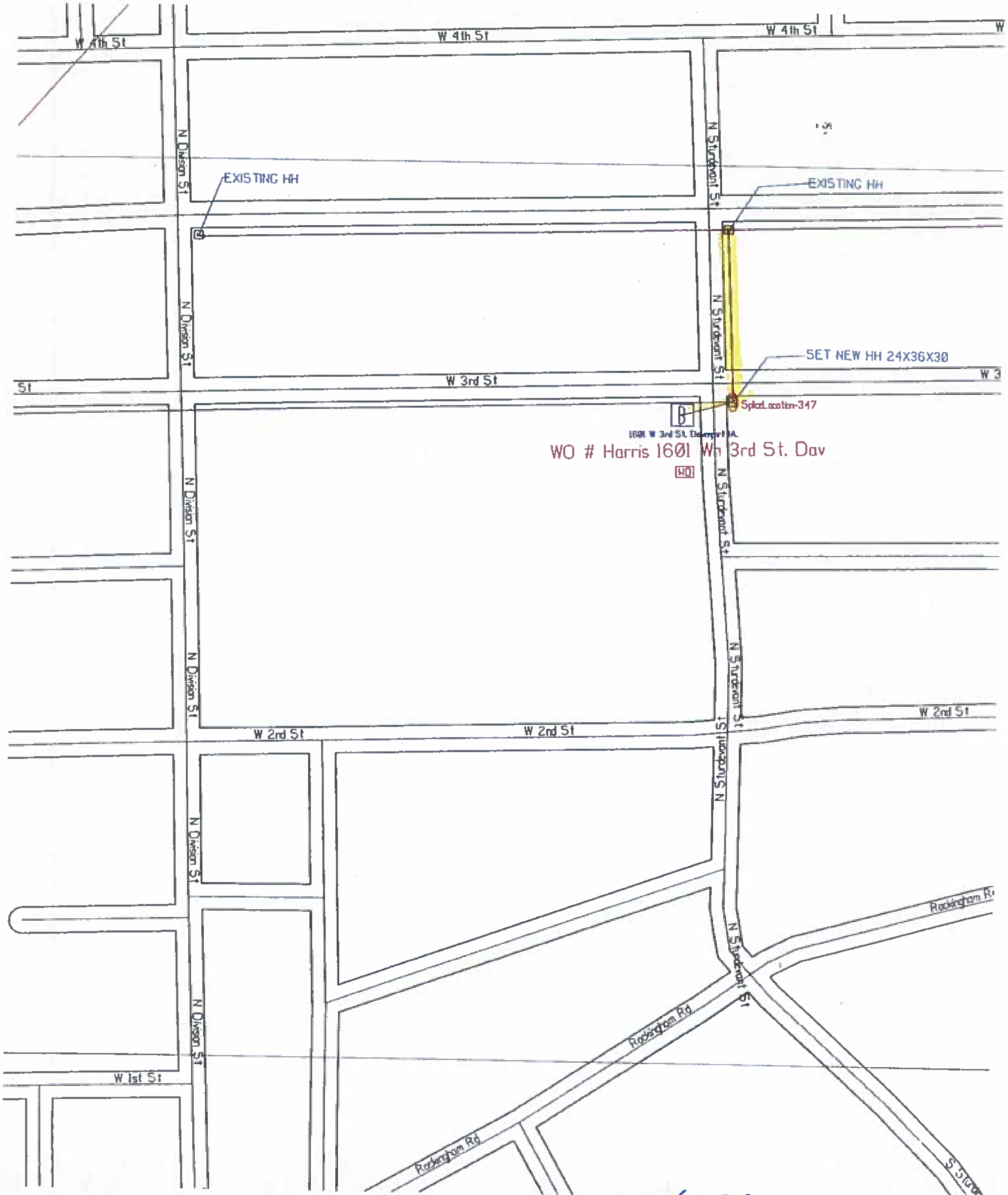
Title: ______________________________

STATE OF ________________)
) SS:
COUNTY OF ______________)

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

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

____
Notary Public


W 4th St
W 4th St
W 4th St
N Division St
EXISTING HH
N Sturdevant St
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SET NEW HH 24X36X30
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Rockingham Rd
Rockingham Rd
Rockingham Rd
W 1st St

2016-F12

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works Committee **7/20/2016**
Contact Info: Tom Vesalga; (563) 326-7783
Wards: 8

Subject:
Motion accepting the Environmental Assessment for the Davenport Municipal Airport in the amount of $89,280. Funding is from the Federal Administration AIP grant at 90%, $80, 352 and CIP #10271 at 10%, $8,928. [Ward 8]

Recommendation:
Approve the Motion

Relationship to Goals:
Welcome Investment

Background:
The FAA mandated environmental assessment is the first part of a multi-phased project extending Runway 15/33 from 5,511 feet to 7,201 feet. The extension and rehabilitation of the runway allows for larger aircraft and promotes economic development.

The assessment was completed by McClure Engineering Company and meets FAA requirements. Funding is through the Federal Aviation Administration AIP grant at 90%, $80,352.00, and CIP# 10271 at 10%, $8,928.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works Committee **7/20/2016**
Contact Info: Eric Gravert (563) 327-5125
Wards: 1 & 4

Subject:
Motion approving change order #8 to the Birchwood Area Parallel Sewer Project with Valley Construction in the amount of $53,253 budgeted in CIP #01905. [Wards 1 & 4]

Recommendation:
Pass the motion.

Relationship to Goals:
Upgraded City Infrastructure

Background:
To increase sewer capacity to the Birchwood area a 15" parallel relief sewer is being constructed on Clark Street from Locust Street to West Central Park Avenue.

This change order approves additional materials, labor and equipment cost needed due to substandard conditions discovered during construction.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 987,777.00
Previous Change Orders	$132,061.89
This Change Order	$53,253.50
Amended Contract Amount:	$1,173,092.39

ATTACHMENTS:

Type	Description
Backup Material	Change Order #8 Revised

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

City of Davenport
Public Works Department

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

CERTIFICATIONS

CITY ENGINEER ________________________
(Work is Required)

CIP MANAGEMENT ANALYST ________________
(Funds are Available)

CHIEF OF CONSTRUCTION________________
(Work is Constructible)

PUBLIC WORKS DIRECTOR __________________
(Approval)

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

RE: Birchwood Area Parallel Sewer Project – Change Order #8 Revised
CIP #01905

Dear Mr. Kopf:

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

CHANGE ORDER DESCRIPTION:

1. The change of work involves the material, labor and equipment costs associated with actual quantities on site to replace additional roadway including removal of PCC concrete installation of 7" PCC pavement. Work to be completed at the agreed price shown attached.
   Cost: $53,253.50 (NTE) Not To Exceed AMOUNT (Increase)
   Working Days Adjustment: 0

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 987,777.00
Previous Change Orders	$ 132,061.89
This Change Order	$ 53,253.50
Amended Contract Amount:	$1,173,092.39

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

Recommend/Approved:_______________________________________ Date:______________________
Contractor

Recommend/Approved:_______________________________________ Date:______________________
(Up to $15,000) Nicole Gleason, Deputy Public Works Director

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

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

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

Recommend/Approved:________N.A.__________________________ Date:______N.A.__________
(Over $100,000) City Clerk, City of Davenport

Required: Green Sheet Resolution to Approve   Council Meeting Date: ______N.A.__________

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works Committee **7/20/2016**
Contact Info: Brad Guy; (563) 326-7923
Wards: All

Subject:
Motion to award a contract to seven contractors for the FY17 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:
An Invitation to Bid was issued on June 16, 2016 and was sent to 244 contractors. On February 6, 2016, the Purchasing Division received and opened seven (7) bids.

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

Hagerty Earthworks LLC	$100,000
Hometown Plumbing & Heating Co Inc	$200,000
Legacy Corporation of IL	$100,000
Needham Excavating	$100,000
Petersen Plumbing & Heating	$300,000
River Bend Plumbing	$100,000
Tappendorf Plumbing	$100,000

The proposed improvements consist of removing concrete or asphalt pavements, including roadways, driveways 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 #30022, with an available balance of $1,000,000. The funds are available from bonds abated by sewer fees.

ATTACHMENTS:

Type	Description
Cover Memo	Bid Tab - Sewer Lateral Repair Program FY17

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

CITY OF DAVENPORT, IOWA
INVITATION TO BID RESPONDENTS

DESCRIPTION: SEWER LATERAL REPAIR PROGRAM

BID NUMBER: 16-102

OPENING DATE JUNE 29, 2016

RECOMMENDATION: AWARD THE CONTRACT TO ALL RESPONDING CONTRACTORS

VENDOR NAME	CONTRACT AWARD AMOUNT
Hagerty Earthworks of Muscatine	**$100,000**
Hometown Plumbing and Heating of Davenport	**$200,000**
Legacy Corporation of IL of East Moline IL	**$100,000**
Needham Excavating Inc of Walcott IA	**$100,000**
Petersen Plumbing and Heating of Davenport	**$300,000**
River Bend Plumbing of Bettendorf IA	**$100,000**
Tappendorf Plumbing of Davenport	**$100,000**

Prepared By Kristi Keller
Purchasing

Approved By Nicole Gleason
Department Director

Approved By Brandi Cory
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works Committee **7/20/2016**
Contact Info: Nick Schmuecker; (563) 326-7923
Wards: 8

Subject:
Motion to award the contract for the construction of the Eastern Avenue Portland Cement Concrete Trail to Valley Construction Company of Rock Island, IL in the amount of $147, 507.50. [Ward 8]

Recommendation:
Award the contract.

Relationship to Goals:
Financially responsible City government.

Background:
A Request for Bid was issued on June 13, 2016 and was sent to 262 contractors. On July 7, 2016 the Purchasing Division received and opened seven responsive and responsible bids. The lowest bid was received from Valley Construction Company and they are recommended for the award.

A Public Hearing was held on May 18, 2016 and was passed at a subsequent meeting.

The project consists of a Portland Cement Concrete pedestrian and bike trail from Veterans Memorial Parkway to East 61st Court.

Funding for the project is from CIP # 28002 with an available amount of $164,987. The source of funds is from the sale of Bonds.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works Committee	Admin, Default	Approved	7/19/2016 - 5:48 PM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: EASTERN AVENUE PCC TRAIL

BID NUMBER: 16-106

OPENING DATE: JULY 7, 2016

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

VENDOR NAME	LOCATION	AMOUNT
VALLEY CONSTRUCTION CO	**ROCK ISLAND, IL**	**$147,504.50**
HAWKEYE PAVING COPORATION	BETTENDORF, IA	$171,770.00
NJ MILLER, INC.	BETTENDORF, IA	$172,759.00
MCCARTHY IMPROVEMENT CO	DAVENPORT, IA	$181,224.00
EMERY CONSTRUCTION GROUP INC	MOLINE, IL	$182,335.00
LANGMAN CONSTRUCTION INC	ROCK ISLAND, IL	$185,335.00
LITTLE H CONSTRUCTION	DAVENPORT, IA	$202,830.00

Prepared By Cindy Whitaker
Purchasing

Approved By Nicole Gleason
Department Director

Approved By Brandi Coy
Budget/CIP

Approved By
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **7/20/2016**
Contact Info: Brandon Wright 326-7750
Wards: 7th Ward

Subject:
Resolution fixing a date for the hearing on proposed health care facility revenue bonds, not to exceed $2,800,000, Series 2016 for the Lutheran Home for the Aged Association - East project. [Ward 7]

Recommendation:
Approve the resolution

Relationship to Goals:
Welcoming investment

Background:
This resolution sets a public hearing date for the conduit revenue bonds to be issued on behalf of the Lutheran Home for the Aged Association - East project at 1130 W. 53rd Street in Davenport. The public hearing date is August 17, 2016 at 5:30 pm in the Council Chambers of City Hall. The City has no financial commitment or obligations related to the issuance of these bonds.

The Lutheran Home for the Aged Association - East is proposing to construct and equip units established as private rooms for the care of persons with chronic confusion or a dementing illness with a building consisting of a twenty-six (26) room addition north of the existing Dementia wing with two thirteen unit wings. Each wing will provide single rooms, a common lounge, dining room, and bathing spa. A new hallway will also be constructed leading from the new building to the existing building at 1130 W. 53rd Street in Davenport with a drive-through canopy (porta-cochere). The total square footage is expected to be 13,000 square feet.

The Lutheran Home for the Aged Association - East is an Iowa not-for-profit corporation and proposes to issue health care facility revenue bonds, which are exempt from Federal income tax, by utilizing the City of Davenport as its conduit through which the bonds may be legally issued. Approval of the resolution in no way obligates the City to payments in the event of default or would be considered a default by the City of Davenport. The agreement essentially permits the not-for-profit organization to access and obtain Federal tax exempt bonds by utilizing the City's authority to bond for their project.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Resolution Cover Letter

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/19/2016 - 5:48 PM

RESOLUTION NO. ________________

A RESOLUTION FIXING A DATE FOR HEARING ON PROPOSED
HEALTH CARE FACILITY REVENUE BONDS, NOT TO EXCEED $2,800,000.00
SERIES 2016
(LUTHERAN HOME PROJECT)

* * * * * * * *

WHEREAS, the City Council of Davenport, Iowa, a political subdivision of the State of Iowa, (the "City") is authorized by Chapter 419 of the Code of Iowa, 2016, as amended (hereinafter sometimes referred to as the "Act"), to issue revenue bonds and loan the proceeds to one or more contracting parties to be used to pay the cost of land, buildings, equipment and improvements suitable for the use of financing the cost of the construction or acquisition of improvements suitable for the use as a Health Care Facility, i.e., to construct a health care facility as defined by Chapter 231C of the Code of Iowa and 135C, 2016 for an organization described in Section 501(c)(3) of the Internal Revenue Code which is exempt from Federal income tax under Section 501(a) of the Internal Revenue Code located at 1130 West 53rd Street, Davenport, Iowa; and

WHEREAS, The Lutheran Home for the Aged Association-East, Inc.(the "Corporation"), an Iowa Non-Profit Corporation, and exempt from taxation under Section 501(c)(3) of the Internal Revenue Code has requested the City to issue the Series 2016 Bonds (as defined herein) for the purpose of financing of the cost of the construction or acquisition of improvements of a health care facility located at 1130 West 53rd Street, Davenport, Iowa, (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the Series 2016 Bonds, if issued, shall be limited obligations of the City, shall never constitute an indebtedness of the City and shall not constitute nor give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers, and the principal of, interest and premium, if any, on the Series 2016 Bonds shall be payable solely out of the revenues derived from the loan agreement, mortgage, security agreement or other revenues of the Project; and

WHEREAS, the aggregate cost of the Project has been estimated not to exceed $2,800,000.00 and it is proposed to pay the cost of the Project, to that amount, through the issuance of the Health Care Facility Revenue Bonds, Series 2016, (Lutheran Home Project) (the "Series 2016 Bonds") but it is first necessary to conduct a public hearing on the proposal to issue the Series 2016 Bonds, as required and provided by Section 419.9 of the Act;

NOW, THEREFORE, be it Resolved by the City Council of Davenport, Iowa, as follows:

Section 1. That this City Council will meet at its Council Chambers in City Hall in Davenport, Iowa, on the 17th day of August, 2016, at 5:30 o'clock P.M. at which time and place a public hearing shall be held on the proposal to issue the Series 2016 Bonds in an amount currently estimated not to exceed $2,800,000.00 as referred to in the preamble hereof, and at which hearing all local residents who appear shall be given an opportunity to express their views for or against the proposal to issue the Series 2016 Bonds.

Section 2. The Deputy City Clerk or her designee is hereby directed to give notice of intention to issue the Series 2016 Bonds by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing in Quad City Times, a legal newspaper published and having a general circulation within said City, in substantially the following form:

NOTICE OF INTENTION TO ISSUE
HEALTH CARE FACILITY REVENUE BONDS
NOT TO EXCEED $2,800,000.00

The City Council of Davenport, Iowa, will meet on the 17th day of August, 2016, as a Committee-of-the-Whole at the Council Chambers in Davenport, Iowa, at 5:30 o'clock P.M. for the purpose of conducting a public hearing on the proposal to issue Health Care Facility Revenue Bonds, Series 2016, (Lutheran Home Project) of said City in principal amount not exceeding $2,800,000.00 for the purpose of loaning the proceeds thereof to The Lutheran Home for the Aged Association - East, Inc. to finance the cost of the construction or acquisition of improvements and fixtures for use as a health care facility as defined in Chapter 231C of the Code of Iowa, 2016, for an organization described in Section 501(c)(3) of the Internal Revenue Code which is exempt from Federal income tax under Section 501(a) of the Internal Revenue Code and to construct and equip units established as private rooms for the care of persons with chronic confusion or a dementing illness, with a building consisting of a twenty-six (26) room addition north of the existing Dementia wing with two thirteen unit wings. Each wing will provide single rooms, a common lounge, dining room, and bathing spa. A new hallway leading from the new building to the existing building with a drive-through canopy (porta-cochere) with a total square footage of 13,000 square feet, (hereinafter referred to collectively as the "Project") of The Lutheran Home for the Aged Association-East, Inc., (the "Corporation"), an Iowa not-for profit Corporation, located at 1130 W. 53rd Street, in the City of Davenport, Iowa. These estimates include, in each instance, expenses of issue related to the bonds. These bonds, when issued, will be limited obligations and will not constitute general obligations of said City nor will they be payable in any manner by taxation, but said bonds will be payable solely and only out of the revenues to be derived by said City from a Loan Agreement, Mortgage and Security Agreement between said City and said Corporation. All of the proceeds from such bond shall be expended for the Project. At the time and place fixed for said public hearing, all local residents who appear will be given an opportunity to express their views for or against the proposal to issue said bonds.

By Order of the City Council of Davenport, Iowa.

Section 3. That the City hereby recognizes that actions taken and to be taken by the Corporation in connection with the Project have been and will be taken in reliance upon the willingness of the City to issue the Series 2016 Bonds; however, this resolution does not constitute final approval to issue the Series 2016 Bonds.

Section 4. That all resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this resolution shall be effective forthwith upon its passage and approval.

Passed and approved July 27, 2016.

CITY OF DAVENPORT, IOWA

By: ______________________________
Frank Klipsch, Mayor

Attest:

____
Jackie Holecek, Deputy City Clerk

STATE OF IOWA)
)ss.
COUNTY OF SCOTT)

I, Jackie Holecek, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting Deputy City Clerk of Davenport, Iowa; that as such I have in my possession or have access to the official records of said City and of its officials and that I have compared the transcript hereto attached with said official records; and that the same constitutes a true, correct and complete copy of such official records showing the action taken by the Davenport City Council on July 27, 2016, to Fix a Date for a Public Hearing on the Proposal to Issue Not to Exceed $2,800,000.00 Health Care Facility Revenue Bonds, Series 2016, (Lutheran Home Project) of said City.

WITNESS my official signature and the seal of said City of Davenport, Iowa, this _____ day of July, 2016.

CITY OF DAVENPORT, IOWA

____

Jackie Holecek, Deputy City Clerk

(

Davenport, Iowa
July 27, 2016

The City Council of Davenport, Iowa, met in regular session at ____ o'clock P.M. at their regular meeting place in said City. The meeting was called to order and there were present Frank Klipsch, Mayor, and the following named members of the City Council:

____

Absent: ____

*****

Alderman _____________ introduced and caused to be read Resolution No. __________ entitled, "A Resolution Fixing the Date of Public Hearing For Health Care Facility Revenue Bonds Not To Exceed $2,800,000.00 Series 2016 ("Lutheran Home Project"), and moved its adoption; seconded by __________________. After due consideration of said Resolution by the City Council, the Mayor put the question on the Motion and upon the roll being called the following named Alderman voted:

Aye: ____

Nay: ____

Whereupon, the Mayor declared said Resolution duly adopted and signed his approval thereto.

*****

Upon Motion and vote, the meeting adjourned.

Davenport, Iowa

____
Frank Klipsch, Mayor

Attest:

____
Jackie Holecek, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **7/20/2016**
Contact Info: Nicole Gleason 327-5150
Wards: All

Subject:
Motion awarding the purchase of 4,500 tons of supplemental ice control road salt for the 2016-2017 winter season, for a multiple jurisdiction bid with Davenport as the agent, in the amount of $61.70 per ton to Compass Minerals America Inc. of Overland Park, KS. [All Wards]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
The City of Davenport coordinated this multiple jurisdiction purchase of supplemental road salt with the City of Moline, IL.

An Invitation to Bid was issued and sent to 35 vendors on June 22, 2016. On July 6, 2016 the Purchasing Division opened three bids for supplemental road salt orders. A bid tab is attached.

The vendor has been guaranteed that an order will be placed no later than January 31, 2017. The City of Davenport's share is an additional 3,000 tons at $61.70 per ton delivered via semi for an additional cost of $185,100.

Funding for this purchase is from the FY17 Operating Budget account 54702031 520201 SALT. Source of funding is the Road Use Tax Fund.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Bid Tab - Supplemental Road Salt 2016-2017

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	7/19/2016 - 5:48 PM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: SUPPLEMENTAL ROAD SALT 2016–2017 SEASON

BID NUMBER: 16-109

OPENING DATE: JULY 6, 2016

RECOMMENDATION: AWARD THE SUPPLEMENTAL BID TO COMPASS MINERALS AMERICA INC. OF OVERLAND PARK, KANSAS

VENDOR NAME	SUPPLEMENTAL SALT PER TON
Compass Minerals America Inc of Overland Park, KS	**$61.70/TON**
Morton Salt Inc. of Chicago, IL	$67.05/TON
Cargill Inc. of North Olmsted, OH	$79.81/TON

Approved By Kristi Keller
Purchasing

Approved By Nicole McCleason
Department Director

Approved By Mallory Merritt
Budget/CIP

Approved By BW
Finance Director

City of Davenport

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

Action / Date
7/27/2016

Subject:
Motion to suspend the rules to add and pass the following motion.

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/26/2016 - 10:58 AM

City of Davenport

Agenda Group: Finance
Department: Finance
Contact Info: Andy Dibbern 326-7967
Wards: 3

Action / Date
FIN7/27/2016

Subject:
Motion to award a contract for the labor an materials to replace the existing TRANE chiller at the Main Library to TRANE U.S. Inc. of Davenport in the amount of $116,411.38.

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
The chiller used for the back half of the Main Library has been having significant performance and maintenance problems. This chiller is the unit for the Creative Arts Academy area. The part needed to repair the current unit would need to be fabricated because it is no longer available.

We received an estimate from KJWW and Johnson Contracting of $160,000 and a delivery time of 12 weeks. TRANE (the original provider) has a US Communities contract #15-JLP-023 that the City can use to piggyback for this purchase and install. TRANE's price is $116,411.38, with a six to eight week lead time.

We anticipate an approval by the Library Board at their meeting on July 27, 2016.

Funding for this project is from the CIP #10112, Main Library Upgrade with a current balance of $183,201. This funding comes from the sale of GO bonds.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Answerer	Approved	7/26/2016 - 10:58 AM
Finance Committee	Admin, Default	Approved	7/26/2016 - 11:03 AM
City Clerk	Admin, Default	Approved	7/26/2016 - 11:03 AM