

City of Davenport, Iowa
City Council Meeting Minutes
Wednesday, July 10, 2019

The City Council of Davenport, Iowa met in regular session on Wednesday, July 10, 2019 at 5:30 PM in the Council Chambers at Davenport City Hall, 226 W 4th St, Davenport, IA with Mayor Frank Klipsch presiding and all aldermen present except Ald. Condon and Ald. Gripp.

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

APPROVED

Approval of the City Council Meeting Minutes for June 26, 2019

VI. City Administrator Update

VII. Report on Committee of the Whole

APPROVED

Approval of the Report on the Committee of the Whole for July 2, 2019

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Tuesday, July 2, 2019--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 aldermen present. The following Public Hearings were held: Public Works: on the plans, specifications, forms of contract, and estimate of cost for the Riverfront Turf Replacement Project due to flood damage.

Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Rawson reviewed all items listed. On motion by Ald. Ambrose, second by Ald. Meginnis all items moved to the Consent Agenda. Public Safety: Ald. Gripp reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Rawson all items moved to the Consent Agenda. Public Works: Ald. Dunn reviewed all items listed. On motion by Ald. Condon, second by Ald. Rawson all items moved to the Consent Agenda. Finance: Ald. Matson reviewed all items listed. On motion by Ald. Clewell, second by Ald. Dickmann all items moved to the Consent Agenda.

Other Ordinances, Resolutions, and Motions: On motion by Ald. Rawson, second by Ald. Tompkins the rules were suspended (all alderman present voting aye) to vote on the following item: Resolution closing various street(s), lane(s), or public grounds on the listed date(s) to hold outdoor events: Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; Closure: Oak St between W 43rd St and W 45th St (all alderman present voting aye), 2019-263.

Council adjourned at 6:34 p.m.

VIII. Appointments, Proclamations, Etc.

A. Proclamations

ISSUED 2019-264

1. Child Safety Week – July 14-20, 2019

IX. Presentations

X. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update - Alderwoman Meginnis

XI. Individual Approval of Items on the Discussion Agenda

XII. Approval of All Items on the Consent Agenda

****NOTE:** These are routine items and will be enacted at the City Council Meeting by one roll call vote without separate discussion unless an item is requested to be removed and considered separately. *Ald. Dunn voting nay on item #13.*

1. Third Consideration: Ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain, and operate in the City of Davenport, Iowa a natural gas system and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years. [All Wards]

ADOPTED 2019-265

ORDINANCE NO. 2019-265

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF DAVENPORT, IOWA, A **NATURAL GAS SYSTEM** AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Davenport, Iowa:

The following is adopted and replaces any natural gas franchise agreement(s) between the parties:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called "Company,") and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Davenport, Iowa, (hereinafter called the "City,") a gas distribution system, to furnish natural gas along, under and upon the right-of-way, streets, avenues, alleys and public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. For the term of this franchise, the Company is granted the right of eminent domain, the exercise of which is subject to City Council approval upon application by the Company. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2019, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same

shall be so placed as not to unreasonably interfere with any above or below-ground utility services or facilities which have been or may hereafter be located by or under authority of the City.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff,") at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley. If the City has a reasonable alternative route for the street, alley or public improvements or an alternative construction method, which would not cause the relocation of the Company installations, the City shall select said alternative route, or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, at no cost to the Company, copies of its relocation plan and profile and cross section drawings. If tree and vegetation removal must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of the tree/vegetation removal does not coincide with the Company facilities relocation schedule and Company must remove trees/vegetation that are included in the City's portion of the project, the City shall either remove the material at its cost or reimburse the Company for the expenses incurred to remove said vegetation or trees. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall attempt to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. The City's vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property unless the Company has consented in writing.. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with not less than sixty (60) days advance notice of the city's proposed action and, upon request grant the Company a utility easement covering existing and future facilities and activities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for the existing Company facilities.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous ten (10) years.

Section 8. Pursuant to relocation of Company facilities as may be required here under, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly or indirectly facilitate the project of a commercial or private developer or other non-public entity, City shall reimburse or the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however,

that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in the public right of way, including documents, maps and other information in paper or electronic or other forms ("Information"). The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Upon receipt of a request from a third party for information concerning information about the Company's facilities within the City, the City will promptly submit same to Company. If the Company believes any of the information requested constitutes a trade secret which may otherwise be protected from public disclosure by state or federal law, or otherwise exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time, then the Company shall provide the City with a written explanation of the basis for such assertion of confidentiality or exemption from disclosure within ten (10) days.

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the Iowa Utilities Board the Company's tariff made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. The City may, as allowed by Iowa law, impose upon and the same shall be collected from the natural gas customers of the Company receiving service, pursuant to the Tariff, located within the corporate limits of the City and remitted by the Company to the City, a franchise fee of ____ percent upon the gross receipts, minus uncollectible accounts, derived by the Company from sales of natural gas and distribution service to customers within the corporate limits of the City.

A. The City may amend the level of franchise fees.

B. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

C. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

D. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 15. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company. Permit fees for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters will be paid on an annual basis as is the current 2019 practice between the parties with an annual adjustment to match the payment with the prior year's experience as well as a supplemental payment or credit to true up the actual experience with the advance annual payment if necessary.

Section 16. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The

breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 18. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within ten (10) days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event that the Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council this ordinance shall be void and of no effect.

Section 19. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

Adopted: 7/10/19, Frank Klipsch, Mayor; Attest: Brian Krup, Deputy City Clerk

2. Third Consideration: Ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain, and operate in the City of Davenport, Iowa an electric system and communications facilities and to furnish and sell electric energy to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years. [All Wards]

ADOPTED 2019-266

ORDINANCE NO. 2019-266

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF DAVENPORT, IOWA, AN **ELECTRIC SYSTEM** AND COMMUNICATIONS FACILITIES AND TO FURNISH AND SELL ELECTRIC ENERGY TO THE CITY AND ITS INHABITANTS AND AUTHORIZING THE CITY TO COLLECT FRANCHISE FEES FOR A PERIOD OF 25 YEARS.

BE IT ENACTED by the City Council of the City of Davenport, Iowa:

The following is adopted and replaces any electric franchise agreement(s) between the parties or to which MidAmerican Energy Company is a successor:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called "Company,") and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Davenport, Iowa, (hereinafter called the "City,") a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, rights of way and alleys to serve customers within the City, and to furnish and sell electric energy to the City and its inhabitants. The Company is granted the right to exercise of powers of eminent domain, subject to

City Council approval. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of Chapter 364 of the Code of Iowa 2019 or as subsequently amended or changed.

Section 3. The Company shall have the right to erect all necessary poles and to place thereon the necessary wires, fixtures and accessories as well as to excavate and bury conduits or conductors for the distribution of electric energy and communications signals in and through the City, provided the same shall be placed as not to reasonably interfere with any water pipes, drain or sewer, or the flow of water therefrom, which have been or may hereafter be located by authority of the City, further providing the same shall be placed in accordance with any regulation the City may from time to time adopt or amend regarding the placement of facilities or structures in the right-of-way or the use thereof.

Section 4. City placement of banners and traffic signage are allowed as referenced in a separate City-Company banner agreement.

Section 5. The Company is authorized and empowered to prune or remove at Company expense, any tree extending into any street, avenue, right of way, alley, public place or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches, or trunks from interfering with the wires and facilities of the Company. The pruning and removal of vegetation and trees shall be completed in accordance with nationally accepted safety and utility standards, NSI Z133.1-2012, American National Standard for Arboricultural Operations-Safety Requirements, and ANSI A300(part 1) – 2008 Pruning, (Revision of ANSI A300 part 1-2001) American National Standard for Tree, Shrub, and other Woody Plant Management – Standard of Practices (Pruning) or subsequent revisions to these standards, and City ordinances regarding the pruning of trees that incorporate by reference that standard.

Section 6. The Company shall, excluding facilities located in private easements (whether titled in Company exclusively or in Company and other entities), in accordance with Iowa law including Company's Tariff on file with and made effective by the Iowa Utilities Board as may subsequently be amended ("Tariff"), at its cost and expense, locate and relocate its existing installations located in, on, over or under the right-of-way of any public street, right of way or alley in the City in such a manner as the City may require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street right of way or alley. If the City has a reasonable alternative route for the street, right of way or alley or an alternative construction method, which would not cause the relocation of Company installations or would minimize the cost or expense of relocation of Company installations, the City and Company shall work together to consider said alternative route or construction method. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested, the City shall provide, at no cost to the Company, copies of the relocation plan and profile and cross section drawings. If vegetation and tree removals must be completed by the City as part of the City's project and are necessary whether or not utility facilities must be relocated, the City at its own cost shall be responsible for said removals. If the timing of vegetation and tree removals does not coincide with Company's facilities relocation schedule and the Company must remove vegetation and trees that are included in the City's portion of the project, the City shall either remove them or reimburse the Company for the expenses incurred to remove said materials. If project funds from a source other than the City are available to pay for the relocation of utility facilities, the City shall use its best efforts to secure said funds and provide them to the Company to compensate the Company for the costs of relocation.

Section 7. In making excavations in any streets, avenues and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the condition as existed prior to the company excavation. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or

obtaining the permit, provided, however, that Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. The Company shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. The Company shall comply with all City ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. Company shall complete all repairs in a timely manner. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition.

Section 7. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities and their replacements on, below, above, or beneath the vacated property unless the Company has consented in writing. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall provide Company with not less than sixty (60) days advance notice of the City's proposed action and, upon request grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public ground, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 8. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten (10) years.

Section 9. Pursuant to relocation of Company facilities as may be required in Sections 3 and 5-8, if the City orders or requests the Company to relocate its existing facilities or equipment in order to directly facilitate a project for the primary benefit of a commercial or private developer or other non-public entity, the City shall require the developer or non-public entity to reimburse the Company for the cost of such relocation as a precondition to relocation of its existing facilities or equipment. The Company shall not be required to relocate in order to facilitate such private project at its expense.

Section 10. The Company shall indemnify, save and hold harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the electric facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 11. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in City right of way, including documents, maps and other information in paper or electronic or other forms ("Information.") The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds, and agrees to retain the Information in its non-public files. Furthermore, the City agrees that no documents, maps or other Information provided to the City by the Company shall be made available to the public or other entities if such documents or Information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure, the Company shall assume, upon request of the City, the defense of said action and reimburse the City any and all costs, including attorney fees and penalties to the extent allowed by law.

Section 12. The Company shall construct, operate and maintain its facilities in accordance with the applicable regulations of the Iowa Utilities Board or its successors and Iowa law.

Section 13. During the term of this franchise, the Company shall furnish electric energy in the quantity and quality consistent with and in accordance with the applicable regulations of the Iowa Utilities Board, the Company's tariff and made effective by the Iowa Utilities Board or its successors and Iowa law.

Section 14. The City may, as allowed by Iowa law, impose upon and the same shall be collected from the electric customers of the Company receiving service, pursuant to the Tariff, located within the corporate limits of the City and remitted by the Company to the City, a franchise fee of zero percent upon the gross receipts, minus uncollectible accounts, derived by the Company from sales of electricity and distribution service to customers within the corporate limits of the City.

A. The franchise fee shall be remitted by the Company to the City on or before the last business day of the calendar quarter following the close of the calendar quarter in which the franchise fee is charged.

B. The City may amend the level of the franchise fees.

C. The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee, including the City's documentation of customer classes subject to or exempted from City-imposed franchise fee.

D. The City shall be solely responsible for identifying customer classes subject to or exempt from paying the City imposed franchise fee. The Company shall have no obligation to collect franchise fees from customers in annexed areas until and unless such ordinances have been provided to the Company by certified mail. The Company shall commence collecting franchise fees in the annexed areas no sooner than sixty (60) days after receiving annexation ordinances from the City.

E. The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of or individual customers the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 15. The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right of way management fees upon the Company. Permit fees for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters will be paid on an annual basis as is the current 2019 practice between the parties with an annual adjustment to match the payment with the prior year's experience as well as a supplemental payment or credit to true up the actual experience with the advance annual payment if necessary.

Section 16. Either City or Company ("party") may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 17. If any section, provision or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provisions or part thereof not adjudged invalid or unconstitutional.

Section 18. This franchise shall apply to and bind the City and Company and their successors and assigns.

Section 19. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with Iowa law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10 days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of Iowa. The effective date of this ordinance shall be the date of publication. In the event Company does not file its written acceptance of this ordinance within thirty (30) days after its approval by the City Council, this ordinance shall be void and of no effect.

Section 20. Upon the effective date of this ordinance, all prior franchises granted to the Company to furnish electric service to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

Adopted: 7/10/19, Frank Klipsch, Mayor; Attest: Brian Krup, Deputy City Clerk

3. Resolution setting a Public Hearing on the proposed conveyance of the vacated public right-of-way known as the east-west portion of Crestline Drive located west of the north-south alley lying west of Marlo Ave (2950 Crestline, LLC, Petitioner). [Ward 6]

ADOPTED 2019-267

4. Resolution setting a Public Hearing on the proposed conveyance of the vacated public right-of-way known as a portion of Forest Grove Ct (multiple abutting property owners, petitioners). [Ward 6]

ADOPTED 2019-268

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

ADOPTED 2019-269

Hope at Brick House; Neighborhood Block Party; 1431 Ripley St; Friday, July 12, 2019 and Friday, August 9, 2019 5:00 p.m. - 8:30 p.m.; **Closure:** Ripley St between W 14th St and W 15th St. [Ward 4]

Dwayne Hodges; 2nd Annual Save Our Streets; 306 Cedar St; Saturday, July 20, 2019 1:00 p.m. - 5:00 p.m.; **Closure:** Cedar St from W 3rd St to W 4th St. [Ward 3]

Cornbelt Running Club; Bix 7 Events; ***Brady Street Sprints*** Thursday, July 25, 2019 6:00 p.m. – 8:30 p.m. **Closure:** Brady St from 5th St to 11th St; ***Junior Bix 7*** Friday, July 26, 2019 3:00 p.m. – 9:00 p.m. **Closure:** E 4th St from Pershing Ave to River Dr, E 3rd St from Pershing Ave to River Dr, Iowa St from E 3rd St to E 4th St, LeClaire St from E 3rd St to E 4th St; ***Bix 7 and Quick Bix*** Saturday, July 27, 2019 5:30 a.m. – 12:00 p.m. **Closure:** Brady St from River Dr to Kirkwood Blvd, eastbound Kirkwood Blvd from Brady St to Jersey Ridge Rd, Jersey Ridge Rd from

Kirkwood Blvd to Middle Rd, Middle Rd from Kirkwood Blvd to McClellan Blvd, McClellan Blvd from Middle Rd to River Dr, E 4th St from Brady St to River Dr, E 3rd St from Brady St to River Dr (E 3rd St from Iowa St to River Dr closed beginning at 3:00 p.m. on Friday, July 26 to set up finish line), E 15th St from Brady St to Perry St, LeClaire St from E 2nd St to E 3rd St (noon on Friday, July 26 through noon on Saturday, July 27). [Wards 3, 5, & 6]

Andy Lank; Bix Food Smash Up; 300 W 3rd St; Bix weekend; **Closures:** Friday 4:00 p.m. – 2:00 a.m. north parking lane and northern most travel lane in front of Carriage Haus and Kilkenny's (3rd St will be closed entirely after 9:00 p.m. Friday, reopened for Bix traffic Saturday, July 26 from 6:00 a.m. – 12:00 p.m., and then closed entirely until 2:00 a.m.) and the westernmost parking lane and two travel lanes on Harrison St from the alley north of Kilkenny's to W 3rd St; Saturday approximately 12:00 p.m. – Sunday 2:00 a.m. W 3rd St from Ripley St to Harrison St and the westernmost parking lane and two travel lanes on Harrison from the alley north of Kilkenny's to W 3rd St. [Ward 3] ***Pending IDOT approval***

Sasha Rowland; Mac's Bix Fest Party; 316-318 W 3rd St; Bix Weekend; **Closure:** Thursday, July 25, 2019 12:00 p.m. – Sunday, July 28, 2019 2:00 a.m. north parking lane and northern most travel lane in front of Macs (3rd St will be closed entirely after 9:00 p.m. Friday, reopened for Bix traffic Saturday, July 26 from 6:00 a.m. – 12:00 p.m., and then closed entirely until 2:00 a.m.). [Ward 3]

6. Resolution approving the plans, specifications, forms of contract, and estimate of cost for the Riverfront Turf Replacement Project due to flood damage. [Ward 3]

ADOPTED 2019-270

7. Resolution accepting the FY2018/2019 Civic Access (ADA Ramp) Improvement Program completed by McDermott Concrete, LLC of Blue Grass, IA. This project was completed with a final contract amount of \$245,924.52, CIP #28016. [All Wards]

ADOPTED 2019-271

8. Resolution approving change order #4 to Minturn, Inc not-to-exceed \$100,000 for the Bridge Maintenance Project, CIP #21001. [Wards 1, 5 & 7]

ADOPTED 2019-272

9. Resolution to award a contract to four (4) contractors for the FY20 Sewer Lateral Repair Program in the amount of \$900,000, CIP #30049. [All Wards]

ADOPTED 2019-273

10. Resolution awarding a contract for the N Lincoln Ave reconstruction from Locust St to Central Park Ave Project to McCarthy Improvement Company of Davenport, IA in the amount of \$789,213.35, CIP #35035. [Ward 4]

ADOPTED 2019-274

11. Resolution awarding the contract for the 100 Block E 3rd Street Streetscaping Project to Emery Construction Group Inc. of Moline, IL in the amount of \$198,988.65, CIP #35022. [Ward 3]

ADOPTED 2019-275

12. Resolution awarding the contract for the FY20 Civic Access (ADA Ramp) Program to McDermott Concrete, LLC of Blue Grass, IA in an amount not-to-exceed \$350,000, CIP #28024. [All Wards]

ADOPTED 2019-276

13. Resolution awarding the contract for the purchase and installation of a video board & ribbon board replacement at Modern Woodmen Park to Peerless Industries dba Peerless-AV of Aurora, IL in the amount of \$411,924. [Ward 3]

ADOPTED 2019-277

14. Resolution ordering in sidewalks related to the FY20 Sidewalk Construction Program. [Wards 1, 2, & 6]

ADOPTED 2019-278

15. Resolution setting a Public Hearing authorizing the City to sell City-owned parcels E0014-12 and E0014-13, both along the 1400 Block of Christie Street (Willis and Renee Simmons, Petitioners). [Ward 3]

ADOPTED 2019-279

16. Resolution awarding a three-year contract with the option of two one-year extensions for the third party administration of employee health insurance benefits to UMR, Inc of Wausau, WI, and authorizing the Human Resources Director to sign any related agreements. [All Wards]

ADOPTED 2019-280

17. Resolution awarding a three-year contract with the option of two one-year extensions for prescription benefit management to Script Care, LTD of Beaumont, TX, and authorizing the Human Resources Director to sign any related agreements. [All Wards] **ADOPTED 2019-281**

18. Motion authorizing Mayor Klipsch to sign the loan documents related to the Lindsay Park Yacht Club dredging project. [Wards 5 & 6] **PASSED 2019-282**

19. Motion approving noise variance request(s) for various events on the listed dates and times. **PASSED 2019-283**

Dwayne Hodges; 2nd Annual Save Our Streets; 306 Cedar St; Saturday, July 20, 2019 1:00 p.m. - 5:00 p.m.; Outdoor music/band, over 50 dBa. [Ward 3]

Andy Lank; Bix Food Smash Up; 300 W 3rd St; Friday, July 26, 2019 4:00 p.m. – midnight and Saturday, July 27, 2019 10:00 a.m. – midnight; Outdoor music/band, over 50 dBa. [Ward 3]

Sasha Rowland; Mac's Bix Fest Party; 316-318 W 3rd St; Friday, July 26, 2019 4:00 p.m. - midnight and Saturday, July 27, 2019 12:00 p.m. - midnight; Outdoor music/band, over 50 dBa. [Ward 3]

Tara Elkins; Dam View Bix Party; 410 E 2nd St; Saturday, July 27, 2019 8:00 a.m. - midnight; Outdoor music/band, over 50 dBa. [Ward 3]

20. Motion approving beer and liquor license applications. **PASSED 2019-284**

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

Ward 3

Dam View Inn (VanDamQC LLC) - 410 E 2nd St - Extended Outdoor Area July 26 - 28, 2019 "Bix Bash" - License Type: C Liquor

Kilkenny's Pub & Eatery (Kilkenny's Pub, Inc) - 300 W 3rd St - Outdoor Area July 26 - 28, 2019 "Bix Food Smash Up" - License Type: C Liquor

Mac's Tavern (Failte, Inc) - 316 W 3rd St - Outdoor Area July 25 - 28, 2019 "Bix Fest" - License Type: C Liquor

The Office (Local 563 Cocktail Lounge, LLC) - 116 W 3rd St - Outdoor Area July 26 - 28, 2019 "Bix" - License Type: C Liquor

Viva Quad Cities, Inc (Viva Quad Cities, Inc) - 400 W Biederbeck Dr. - Outdoor Area September 7, 2019 - License Type: C Liquor

Ward 7

Our Lady of Victory Church of Davenport Iowa (Our Lady of Victory Church) 1627 W 42nd St - Outdoor Area September 21, 2019 "Parish Fall Festival" - License Type: B Beer

Van's Pizza Pub and Grill (REEDCAN, LLC) - 3333 N Harrison St - "New Owner/License" - Outdoor Area - License Type: C Liquor

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

Ward 1

Smokin' Joe's Tobacco and Liquor Outlet #1 (The Outlet Inc) – 3120 Rockingham Rd. – License Type: E Liquor / C Beer / B Wine

Ward 2

Hickory Garden Restaurant (Fazliu Inc) – 3311 Hickory Grove Rd – Outdoor Area – License Type: Beer / Wine

Walgreens #3595 (Walgreens Co) – 1720 W Kimberly Rd – License Type: E Liquor / C Beer / B Wine

Ward 3

Carriage Haus (Carriage Haus, Inc) – 312 W 3rd St – Outdoor Area – License Type: C Liquor

Mary's on 2nd (Birdland, Inc) – 832 W 2nd St – Outdoor Area – License Type: C Liquor

Ward 4

Dragon Palace (Duong's Enterprise LLC) – 2720 W Locust St – License Type: B Beer

Smokin' Joe's Tobacco and Liquor Outlet #2 (The Outlet Inc) – 1606 W Locust St. – License Type: E Liquor / C Beer / B Wine

Spartans Pub (Spartans Pub LLC) – 2025 Hickory Grove Rd – Outdoor Area – License Type: C Liquor

Walgreens #5239 (Walgreen Co.) – 1660 W Locust St – License Type: E Liquor / C Beer / B Wine

Ward 5

Bowlmor Lanes (Davenport Bowlers, Inc) – 2952 Brady St – License Type: C Liquor

Rookie's Sports Bar (Rookies, Inc) 2818 Brady St – License Type: C Liquor

Walgreens #11709 (Walgreen Co) – 1805 Brady St – License Type: E Liquor / C Beer / B Wine

Ward 6

Jersey Grille (Jersey Grille, Inc) – 5255 Jersey Ridge Rd – Outdoor Area – License Type: C Liquor

Osaka Steakhouse (Osaka Steakhouse Inc) – 4901 Utica Ridge Rd – Outdoor Area – License Type: C Liquor

Walgreens #6186 (Walgreen Co) – 4011 E 53rd St – License Type: E Liquor / C Beer / B Wine

Ward 7

Famous Dave's (Elmore Foods, LLC) – 1110 E Kimberly Rd – License Type: C Liquor

Hi Ho Mongolian Grill (Hi Ho Mongolian Grill, Inc) – 901 E Kimberly Rd, Ste 15 – License Type: Beer / Wine

Hooters of Davenport (HOA Restaurant Holder, LLC) – 110 E Kimberly Rd – Outdoor Area – License Type: C Liquor

Kwik Star #280 (Kwik Trip, Inc) – 301 W Kimberly Rd – License Type: C Beer / B Wine

Mo Brady's (DRC Ventures, Inc) – 4830 N Brady St – License Type: C Liquor

Walgreens #4041 (Walgreen Co) – 1525 E Kimberly Rd – License Type: E Liquor / C Beer / B Wine

Ward 8

Kwik Star #215 (Kwik Trip, Inc) – 100 W 65th St – License Type: C Beer / B Wine

21. Motion approving change order #8 to Langman Construction in the amount not-to-exceed \$50,000 with 90% funded by an FAA grant for the Davenport

Municipal Airport Runway 15/33 Reconstruction Project, CIP #20010. [Ward 8]

PASSED 2019-285

22. Motion accepting the Miracle Field of the Quad Cities stadium lighting completed by Ardent Lighting Group, LLC of Knoxville, IA in the amount of \$66,504, CIP #64030. [Ward 8]

PASSED 2019-286

XIII. Other Ordinances, Resolutions and Motions

XIV. Public with Business

XV. Reports of City Officials

XVI. Adjourn **5:43 p.m.**

A handwritten signature in cursive script that reads "Brian J. Krup".

Brian Krup
Deputy City Clerk