CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, July 8, 2015; 5:30 PM

Council Chambers, City Hall

REVISED JULY 7, 2015

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting Minutes of June 24, 2015

VI. City Administrator Update

VII. Report on Committee of the Whole

Report of the Committee of the Whole for July 1, 2015

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Sustainable Environment Methods & Technology Advisory Commission
Donnie Miller (new appointment)

B. Proclamations

1. 25th Anniversary of the ADA

2. Parks and Recreations Month & City of Play, July 2015

IX. Presentations

A. Scott County Board of Supervisors
B. Miracle Field (Hock)

X. Petitions and Communications from Council Members and the Mayor

XI. Individual Approval of Items on the Discussion Agenda

XII. Approval of All Items on the Consent Agenda

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

Community Development

1. <u>Third Consideration:</u> Ordinance for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue. [Ward 3]

2. <u>Second Consideration:</u> Ordinance for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from “A-1” Agricultural District to “R-1” Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st Ward]

3. Resolution setting a public hearing to convey the following properties:

   Ward 3
   Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

   Ward 4
   Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E and Lisa Marie Rush

4. Resolution approving Case No. F15-09 being the final plat of Russell-Crow Valley Office Park Fifth Addition being a replat of Lot 1 Russell-Crow Valley Office Park Addition located in the southeast quadrant of East 56th Street and Lakeview Parkway containing two (2) commercial lots. [6th Ward]

5. Motion to set a public hearing for July 15, 2015 at 5:30pm in the Council Chambers for the purpose of establishing the Hilltop TIF District Plan.
   [Ward 3,4,&5]

Public Safety

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

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

   Kilkennys Pub, BIX Outdoor Music, 300 W 3rd Street, July 24th - 26th; Friday 6:00 PM - 1:00 AM; Saturday, 10AM to 1:00 AM, Over 50 dBA

   Shenangians, BIX Outdoor Music, 303 W 3rd Street, July 24th - 26th, Friday 7:00 PM - 1:00 AM; Saturday, 10AM to 1:00AM, Over 50 dBA

   Me & Billy, BIX Outdoor Music, 200 W 3rd Street, July 25th, 10:00 AM to 1:00 AM Over 50 dBA

   Cartee/Murphy Wedding Reception, Outdoor Music, 4837 W. Locust St, August 1, 7:00 PM to 2:00 AM, Over 45 dBA

   Jimmie O's Saloon, Westend Street Fest, Outdoor Music, 2735 Telegraph Rd, August 1, Noon to Midnight, Over 50 dBA

3. Motion approving beer and liquor license applications.

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

Ward 3

Barrel House 211 (Barrel House 211 LLC) - 207-211 East 2nd St. - Outdoor Area July 24 - 26, 2015 - Bix - License Type: C Liquor

Dam View Inn (VanDamQC LLC) - 410 East 2nd St. - Outdoor Area premise update only - License Type: C Liquor

Mac's Tavern (Failte Inc.) - 316 West 3rd St. - Outdoor Area July 23 - 26, 2015 - Bix - License Type: C Liquor

Dav. Jaycees/Jaycees of The QC Brew Ha Ha (US Jr. Chamber of Commerce Dav. Jaycees) - 400 West Beiderbecke Dr. (LeClaire Park) - Outdoor Area Sept. 19, 2015 - License Type: B Beer

Street Fest (Quad Cities Chamber of Commerce Inc.) - 2nd St. between Scott & Brady St. - Outdoor Area July 23-24, 2015 - License Type: B Beer

The Office (Local 563 Cocktail Lounge LLC) - 116 West 3rd St. - Outdoor Area July 25-27, 2015 - Bix - License Type: C Liquor

Shenanigan's (Here We Go Again Inc.) - 303 West 3rd St. - Outdoor Area July 24-26, 2015 - Bix - License Type: C Liquor

Kilkenny's Pub and Eatery (Kilkenny's Pub Inc.) - 300 West 3rd St. - Outdoor Area July 23-26, 2015 - Bix - License Type: C Liquor

Me & Billy (Collins Maus LLC) - 200 West 3rd St. - Outdoor Area July 24-26, 2015 - Bix - License Type: C Liquor

Ward 6

Rudys Tacos (CME 1066 Inc.) - 3944 Elmore Ave. - Outdoor Area July 11-12, 2015 - License Type: C Liquor

Public Works

1. Resolution approving Contract for the Iowa Flood Mitigation Plan and Application submittal to the State of Iowa to Veenstra & Kimm, Inc. in the amount Not-To-Exceed $250,000.00; CIP Projects #00790 & #10539. *[All Wards]*

2. Resolution granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting the 500 block of Division Street and 303 West 6th Street. *[Ward 3]*

3. Resolution approving the Plans, Specifications, Form of Contract and Estimated Cost for Complete Streets Striping Project Phase I, FY2015 CIP Project #10151 funded

with $200,000 of GO Bonds and augmented by FY16 local option sales tax funds. *[Wards 3,6,7 & 8]*

4. Resolution Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Fiscal Year 2015 Manhole Rehabilitation Program. FY15 CIP Project #10144 and FY16 CIP #30008 funded at $1,400,000 in bonds abated by sewer funds. *[All Wards]*

5. Resolution exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hagerty Earthworks, LLC, of Muscatine, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001. *[All Wards]*

6. Resolution approving change order number one of amendment number 3 to the Equalization Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer Inflow & Infiltration (I&I). Contract awarded to Veenstra & Kimm, Inc. in the amount of $68,143, CIP Project #02166. *[All Wards]*

7. Resolution exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hometown Plumbing & Heating of Davenport, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001. *[All Wards]*

8. Resolution approving the plans, specifications, forms of contract and estimated cost for the FY2016 Marquette Street Sanitary Sewer Repair Project, CIP Project #10537. *[Ward 3]*

9. Resolution approving change order number 1 to the construction contract with Langman Construction, Inc. for the Full Depth Patching Program; CIP Project #'s FY13 10401, FY14 10552 and FY15 10551. *[All Wards]*

10. Motion to approve the contract for the Birchwood area parallel sewer project to Valley Construction Company of Rock Island, IL in the amount of $987,777. [Wards 1, 2, & 4]

11. Motion approving change order #5 to VJ Engineering for the Credit Island Bridge Engineering services in the amount of $38,728.59; CIP Project #01817. *[All Wards]*

12. Motion to approve the contract (subject to DOT approval) for the Harrison sewer repair and street resurfacing project to Valley Construction Company of Rock Island, IL in the amount of $1,939,409.50. [Wards 3 & 4]

Finance

1. <u>Second Consideration:</u> An ordinance amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1). [All Wards]

2. Resolution accepting the annual Byrne Justice Assistance Grant (JAG) from the Federal government for 2015-2016 in the amount of $79,809. [All Wards]

3. Motion to renew the facility management contract for the RiverCenter and Adler Theatre to VenuWorks, Inc. of Ames, IA. [Ward 3]

4. Motion awarding a contract for medium voltage switchgear repair services at the Water Pollution Control Plant to Tri-City Electric, Co. of Davenport, IA. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add and vote on the following item.

2. Resolution approving Change Order #3 to Galante Architectural Studios in the amount of $89,900.00 for the Central Fire Station Addition and Renovation, CIP project number 02348. [*Ward 3]*

XIV. Public with Business

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

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

XV. Reports of City Officials

XVI. Adjourn

City of Davenport

Agenda Group: Council
Department: City Clerk
Contact Info: Jackie Holecek x6163
Wards: All

Action / Date
7/8/2015

Subject:
Approval of the City Council Meeting Minutes of June 24, 2015

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

	Type	Description
	Cover Memo	CC Minutes 062415

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/25/2015 - 10:05 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, June 24, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Gluba presiding and all aldermen present.

The minutes of the June 10, 2015 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, June 17, 2015---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Gluba presiding and all alderman present. The following Public Hearings were held: Community Development: for the Ordinance for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites; on the proposed conveyance of vacated public right-of-way known as the East-West alley between Main and Brady Streets of Block 43 of LeClaire's 1st Addition to the City of Davenport. City Square, L.L.C., Petitioner; Public Works: regarding the Fuel Facility Modernization at the Davenport Municipal Airport, CIP project 10102; Finance: on the proposed conveyance of vacated public right-of-way known as a cul-de-sac terminus of Sheridan Street North of West 55th Street. KGRD Green Bay, L.L.C., Petitioner. The following Presentation was given: Davenport Community School District August 15th Graduation Destination. The following Appointment was approved: Affirmative Action Commission: Robert Zelsdorf, 310. 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 allitems listed. On motion the following item was tabled: Motion approving the petition of David Howard for a roof mounted digital sign located at 1902 Brady St. On motion by Ald. Gordon, second by Ald. Meeker all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion the noise variance for The Office, 116 W 3rd Street, Bix Weekend amending from 2:00 AM to 1:00 AM. On motion by Ald Tompkins, second by Ald. Barnhill all items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Edmond, second by Ald. Meeker all moved to the Consent Agenda. Finance: Ald. Justin reviewed all items listed. On motion by Ald.

Edmond, second by Ald. Boom all items moved to the Consent Agenda. On motion by Ald. Boom, second by Ald. Edmond the rules were suspended and the following items added to the agenda and passed: directing the City Administrator to revise RFP #15-149 to include landward improvements, 311; supporting state grant for River Action's Pedestrian Bridge proposal, 312. Council adjourned at 7:30 p.m.

The following Appointments were approved: Housing Commission: Audrey Linville, Jaime Woods; Plan & Zoning Commission: Jim Connell, 313.

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

Community Development: The following ordinance moved to second consideration: for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from “A-1” Agricultural District to “R-1” Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

The following ordinance moved to third consideration: for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue.

The following resolutions were adopted: Authorizing the conveyance of vacated public right of way known as the East-West Alley between Main and Brady Streets of Block 43 of LeClaire’s 1st Addition to the City of Davenport, Iowa. City Square, L.L.C., 314; approving Urban Revitalization Tax Exemption projects Petitioner, 315; approving a change in wording from commercial residential to multiresidential for the Urban Revitalization Tax Exemption program, 316; supporting a Workforce Housing Tax Credit application to the State for 1605 Harrison St., 317; supporting a Workforce Housing Tax Credit application to the State for 1034 E River Dr, known as the Continental Lofts project, 318; supporting a Workforce Housing Tax Credit application to the State for 2104 W 6th St, known as the Naval Station Development, 319; supporting a Workforce Housing Tax Credit application to the State for the rehabilitation project located at 301 E 3rd St., 320; supporting a Workforce Housing Tax Credit application to the State for the project located at 3901 & 3915 Marquette St., 321;

Authorizing the conveyance of vacated public right of way known as the East-West Alley between Main and Brady Streets of Block 43 of LeClaire's 1st Addition to the City of Davenport, Iowa. City Square, L.L.C., Petitioner, 322.

Public Safety: The following resolution was adopted: closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s), 323.

The following motions were passed: approving noise variance requests for various events on the listed dates at the listed times, 324; approving all submitted beer and liquor license applications, 325.

Public Works: The following resolution was adopted: approving the plans, specifications, form of contract and estimated cost for the Fuel Facility Modernization at the Davenport Municipal Airport, CIP Project #10102, 326.

The following motions were passed: approving a contract for the FY16 Sidewalk Program to Kelly Construction of Davenport, Inc in the amount not-to-exceed $150,000, 327; awarding the contract for the FY2016 Manhole Boxout Repair Program to Hagerty Earthworks, LLC of Muscatine, IA in the amount not-to-exceed $120,000, 328.

Finance: The following ordinance moves to second consideration: amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1).

The following resolutions were passed: authorizing the conveyance of vacated public right of way known as a cul-de-sac terminus of Sheridan Street North of West 55th Street. KGRD Green Bay, LLC, Petitioner, 329.

The following motions were passed: approving a contract with the Humane Society of Scott County for animal control services, 330; authorizing staff to pursue an open access broadband business model and to move into a due diligence phase with SiFi Networks as a first step toward negotiations leading to a potential future long-term contract for a city-wide fiber network, 331; authorizing staff to negotiate a contract for professional services consulting to prepare pump station assessments with Strand Associates, Inc. of Madison, WI in the amount not-to-exceed $300,000, 333.

The following is a summary of revenue for the month of May 2015:

Property taxes	3,591,536
Other City taxes	1,336,858
Special assessments	-
Licenses & permits	124,826
Intergovernmental	2,860,747
Charges for services	3,548,118
Use of monies & property	76,020
Fines & forfeits	286,563
Bonds/Loan Proceeds	282,036
Miscellaneous	867,863

On motion by Ald. Boom, second by Ald. Gordon the rules were suspended and the following items added to the agenda and voted on the following resolutions: on motion for substitution a resolution approving and authorizing the execution of a Succession, Transition and Separation Agreement and Release with City Administrator Craig Malin, 333; appointing Assistant to the City Administrator, Corri Spiegel, as Interim City Administrator, 334.

On motion Council adjourned at 6:15 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 x6163
Wards: All

Action / Date
7/8/2015

Subject:
Report of the Committee of the Whole for July 1, 2015

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/2/2015 - 11:21 AM

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning and Economic Development **6/3/2015**
Contact Info: Matt Flynn, 326-7743
Wards: 3rd

Subject:
Third Consideration: Ordinance for Case No. ROW15-04: Petition of Y&J Properties, LLC for the proposed vacation of Swits Street between Federal Street and Tremont Avenue. [Ward 3]

Recommendation:
Findings:
1. The street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accepted the listed findings and forwarded Case No. ROW15-04 to the City Council for approval with the following condition:
1. That a recorded easement shall grant access to all public utility providers (including the City of Davenport) for the maintenance, operation, removal, repair, construction, placement and/or replacement of all utilities within the entire vacated right-of-way; the petitioner shall record the easement and shall provide copies to all utility providers.

Relationship to Goals:
Neighborhood Improvement

Background:
As part of the Harborview redevelopment project, the developer wishes to vacate this street and incorporate the property into open space and reconfigured parking. No neighborhood opposition to the vacation has been expressed. A public utility easement will be maintained to support facilities within the existing right-of-way.

ATTACHMENTS:

Type	Description
Backup Material	P&Z Letter
Backup Material	P&Z Report plus attachments

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/29/2015 - 2:49 PM

City of Davenport

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

May 20, 2015

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of May 19, 2015, the City Plan and Zoning Commission considered Case No. ROW15-04: Request of Y&J Properties, LLC to vacate 25,129 square feet of public right-of-way, being Swits Street between Tremont Avenue and Federal Street.

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

The Plan and Zoning Commission accepts the findings and forwards Case No. ROW15-04 to the City Council for approval on condition that a public utility easement be maintained within the property proposed for vacation.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

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

PLAN AND ZONING COMMISSION

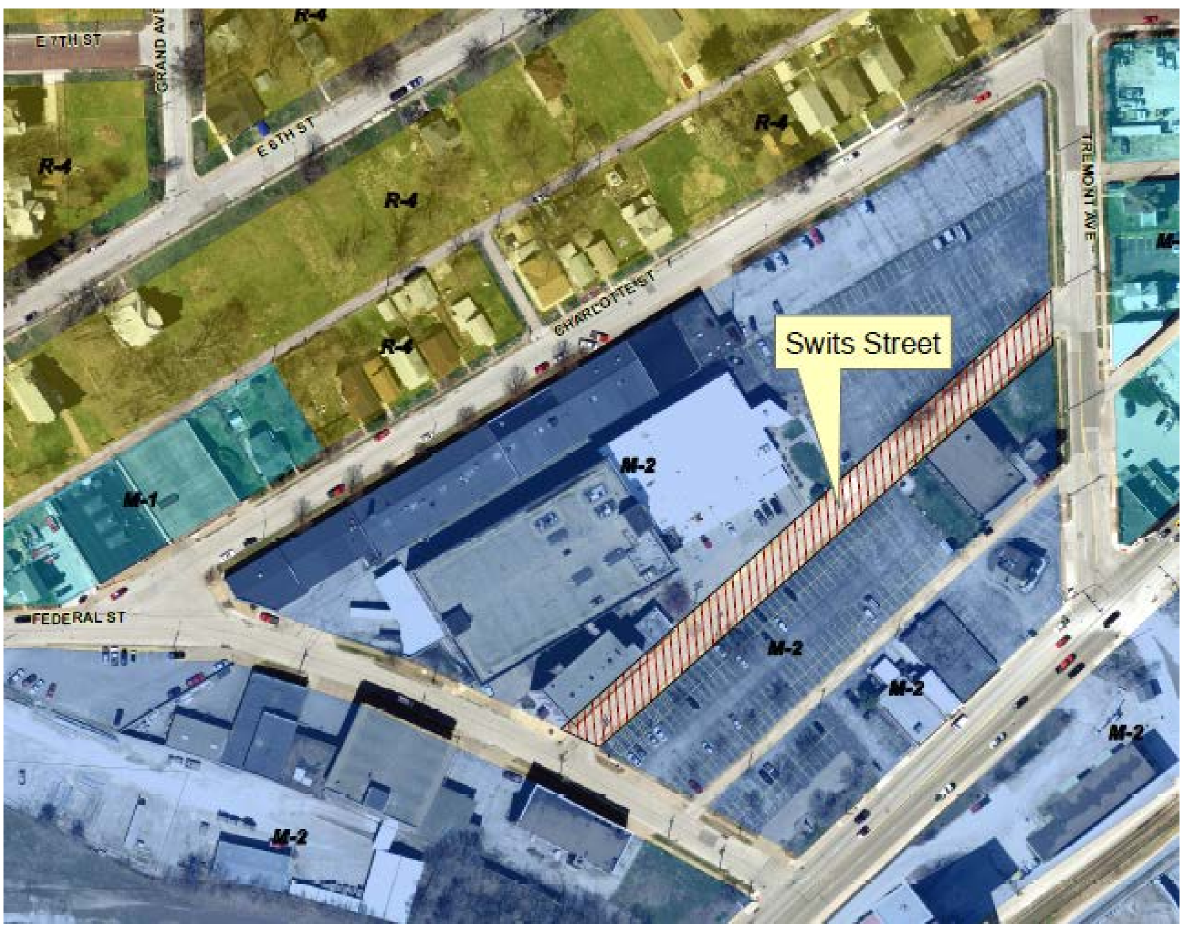
Meeting Date:	**May 19, 2015**
Request:	**Right-of-Way Vacation of 25,130 square feet of property**
Location:	**Swits Street between Federal Street and Tremont Avenue**
Case No.:	**ROW15-04**
Applicant:	**Y&J Properties LLC**
Contact:	**Matthew G. Flynn, AICP** **Senior Planning Manager** **mflynn@ci.davenport.ia.us** **563-326-7743**

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, conditioned upon maintaining a public utility easement upon the entire right-of-way.

Introduction:

The petitioner is seeking a Right-of-Way Vacation of approximately 25,130 square feet of land platted and improved as Swits Street.



Background:

Y & J Properties LLC is renovating / rehabilitating the Harborview properties for residential / commercial redevelopment. The vacated right-of-way will be used to provide greenspace and site amenities as well as enhancing parking functionality and access to the building. The applicant owns the property on both sides of Swits Street. The applicant proposes to maintain utilities through an easement.

Technical Review:

Staff conducted outside technical review for the proposed vacation. There is a need to maintain the property as a general utility easement.

Public Input:

Property owners within 200 feet have been notified. No objections have been received.

Discussion:

Vacation of this street will allow the redevelopment of adjacent properties into the proposed Harborview Development. This mixed use project will consist of 100 apartment units, retail and office space.

The street is no longer needed and its space will be reconfigured into open space and accommodate a revised parking layout, if needed.

CITY OF DAVENPORT
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
REQUEST FOR PUBLIC RIGHT-OF-WAY VACATION

PETITIONER:
Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA, 52808
Phone: 563-323-4719 FAX:
Mobile Phone: Email: joeerenberger@gmail.com
Interest in land: X title holder other**
** if petitioner is other than title holder (i.e., lessee), documentation will be required to show prior approval for site development plans by owner.

CONTACT PERSON:
Name: Y & J Properties, LLC
Address: P.O. Box 4469, Davenport, IA 52808
Phone: 563-323-4719 FAX:
Mobile Phone: Email: joeerenberger@gmail.com

LOCATION (DESCRIPTIVE): Harborview commercial\residential development located north and south of Swits Street, between Federal Street and Tremont Ave.

LEGAL DESCRIPTION: All that portion of Swits Street lying east of the easterly right-of-way line of Federal Street and west of the westerly right-of-way line of Tremont Avenue in Davenport, Scott County, Iowa.

AREA: (in square feet) 25,130 square feet, more or less.

REASON FOR REQUEST: Vacated right-of-way to be used to provide green space and site amenities, and enhance parking functionality and access to building. Utilities will be maintained through easements as necessary.

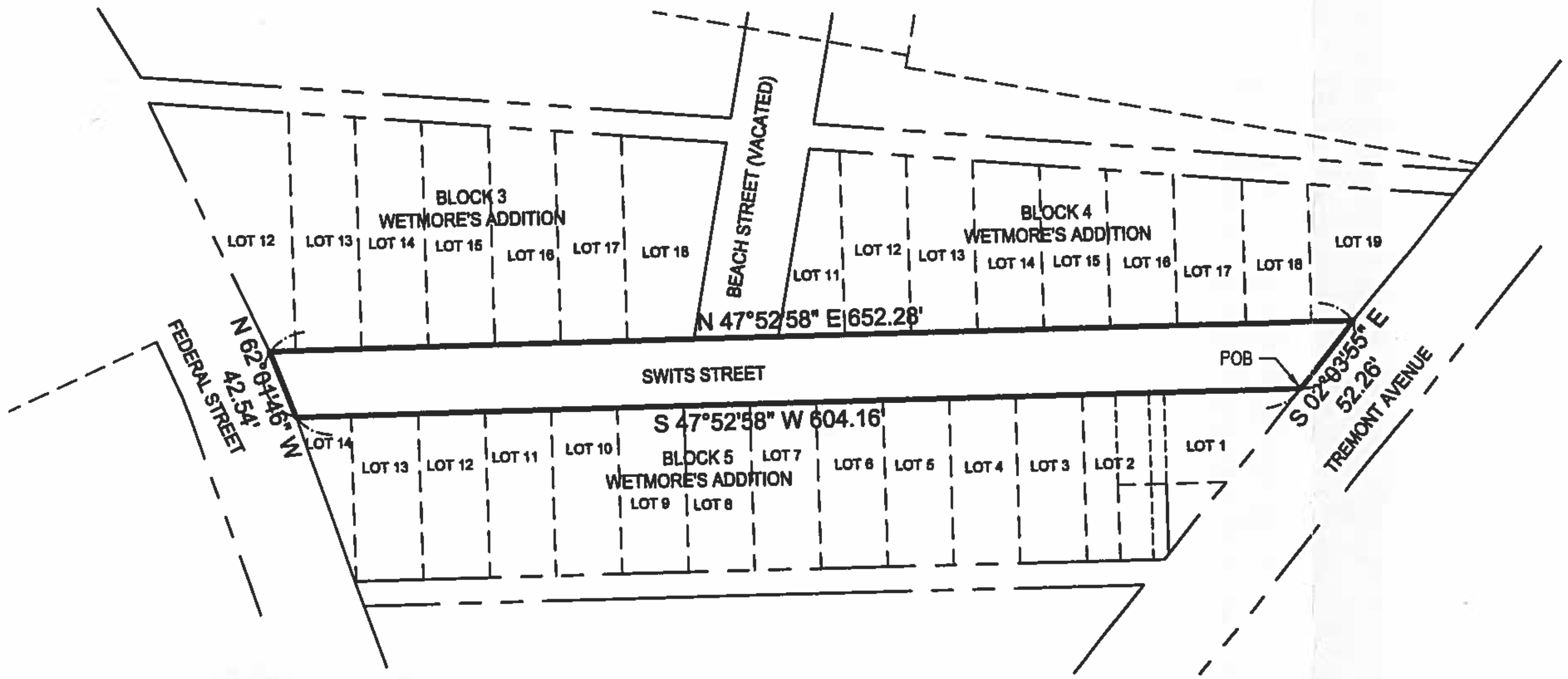
*(The applicant MUST be as detailed and specific as possible in completing this section. Complete and descriptive information is vital to the timely submission of the petitioner's request. Incomplete applications may delay the application process.)

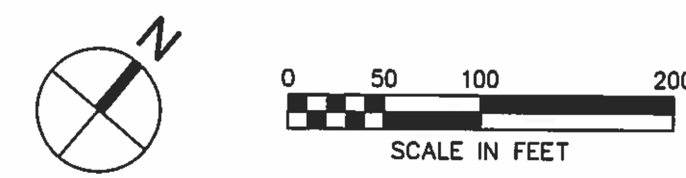
SIGNATURE OF PETITIONER: DATE: 3-24-15

PROCESSING FEE: **$400.00** **DATE PAID:**

VACATION PLAT

SWITS STREET BETWEEN FEDERAL STREET AND TREMONT AVENUE, DAVENPORT, IOWA





LAND DESCRIPTION

COMMENCING AS A POINT OF BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET;

THENCE SOUTH 47°52'58" WEST 604.16 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE NORTHWESTERLY CORNER OF LOT 14 IN BLOCK 5 OF WETMORE'S ADDITION AND THE EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET;

THENCE NORTH 62°01'48" WEST 42.54' ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE SOUTHWESTERLY CORNER OF LOT 12 IN BLOCK 3 OF WETMORE'S ADDTION;

THENCE NORTH 47°52'58" EAST 652.28 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SWITS STREET TO THE SOUTHEASTERLY CORNER OF LOT 19 IN BLOCK 4 OF WETMORE'S ADDITION AND THE WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE;

THENCE SOUTH 02°03'55" EAST 52.26 FEET ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF TREMONT AVENUE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET AND THE NORTHEASTERLY CORNER OF LOT 1 IN BLOCK 5 OF WETMORE'S ADDITION AND THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 25,129 SQUARE FEET OR 0.577 ACRES MORE OR LESS.

(FOR THE PURPOSE OF THIS DESCRIPTION THE SOUTHERLY RIGHT-OF-WAY LINE OF SWITS STREET IS ASSUMENT TO BEAR SOUTH 47°52'58" WEST.)

LEGEND

SURVEY

PLAN MARK	DESCRIPTION
00	MEASURED BEARING/DISTANCE
POB	POINT OF BEGINNING

SURVEYED BY AND RETURN TO:
SHIVE HATTERY
1701 RIVER DRIVE
SUITE 200
MOLINE, IL 61265

SURVEYED FOR:
Y & J PROPERTIES, L.L.C.
P.O.BOX 4469
DAVENPORT, IOWA 52808

PROFESSIONAL LAND SURVEYOR
GARY D. GROSS
16850
IOWA

ONLY THESE COPIES OF THIS DOCUMENT SIGNED AND DATED IN CONTRASTING INK COLOR ARE TO BE CONSIDERED CERTIFIED OFFICIAL COPIES PER IOWA ADMINISTRATION CODE 193C-6.1(5)

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

SIGNATURE: Gary D. Gross

NAME: GARY D GROSS

DATE: 2-24-2015 LICENSE NUMBER: 16850

MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2016

PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL:
B1.01

SHIVEHATTERY
ARCHITECTURE + ENGINEERING
Iowa | Illinois | Indiana | Missouri
http://www.shive-hattery.com
ILLINOIS FIRM NUMBER: 184-000214

SWITS STREET VACATION PLAT
Y & J HARBORVIEW BUILDING
DAVENPORT, IOWA

DATE	2/20/15
SCALE	AS SHOWN
DRAWN	JJB
FIELD BOOK	
APPROVED	GDG
REVISION	

PROJECT NO.
314366-0

SHEET NO.
B1.01

Last Modified: Feb. 24, 15 - 07:29

Staff Recommendation:

Findings:

1. Street is no longer needed for public purposes.
2. The vacation will facilitate the redevelopment of a long-underutilized complex of industrial buildings.

Recommendation:

Staff recommends Case No. ROW15-04 be forwarded to the City Council with a recommendation for approval, with the following condition:

A general public utility easement be maintained upon the entire right-of-way.

City of Davenport

NOTICE
PUBLIC HEARING
TUESDAY – May 5, 2015 - 5:00 P.M.
DAVENPORT CITY PLAN AND ZONING COMMISSION
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4th STREET – DAVENPORT, IOWA

Dear Property Owner:

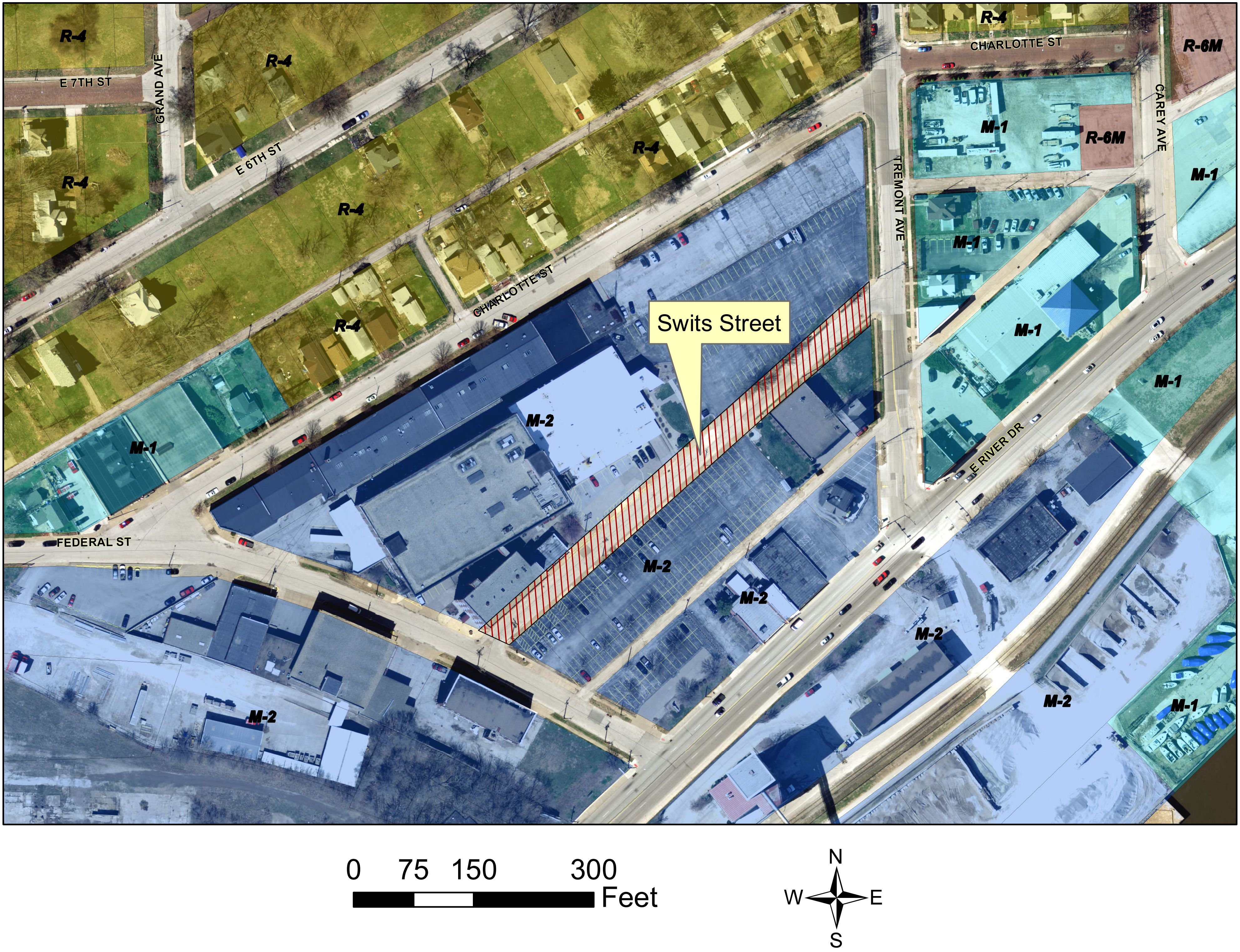
There is on file in the office of Community Planning, on behalf of the City Plan and Zoning Commission, the following petition:

Case No. ROW15-04: Request of Y&J Properties, LLC for the right-of-way vacation of Swits Street, located between Federal Street and Tremont Avenue.

Public hearings on the above matter is scheduled for 5:00 p.m. or as soon thereafter as possible on Tuesday, May 5, 2015 in the Council Chambers of the Davenport City Hall, 226 West 4th Street, Davenport, Iowa. It is your privilege to submit written comments on the above item(s) or to attend the public hearing to express your views, or both. Any written comments to be reported at the public hearing should be received in the Department of Community Planning & Economic Development, at the above address, no later than 12:00 noon on the day of the public hearing(s).

If you have any questions, please feel free to contact us.

Department of Community Planning & Economic Development
Phone: (563) 326-7765 FAX: (563) 328-6714 E-MAIL: planning@ci.davenport.ia.us


R-4
E 7TH ST
GRAND AVE
E 6TH ST
CHARLOTTE ST
R-6M
M-1
CAREY AVE
TREMONT AVE
Swits Street
M-2
FEDERAL ST
E RIVER DR
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City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **6/17/2015**
Contact Info: Matt Flynn 326-7743
Wards: 1st

Subject:
Second Consideration: Ordinance for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from “A-1” Agricultural District to “R-1” Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st Ward]

Recommendation:
Plan and Zoning Commission Findings:

1. The proposed rezoning would achieve consistency with the subject property’s Davenport 2025 Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Plan and Zoning Commission Recommendation:

The Commission accepted the findings and forwards Case No. REZ15-09 to the City Council with a recommendation for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue.

The Commission vote was 8-yes and 0-no with 0-abstention.

THE PROTEST RATE IS 0.0%.

Relationship to Goals:
Neighborhood Improvement.

Background:
The petitioner is requesting to rezone the 17.01 acre property in order to subdivide the property into four (4) large lots. For further information please refer to the background materials.

ATTACHMENTS:

Type	Description
Ordinance	REZ15-09 Ordinance
Backup Material	Plan and Zoning Commission Letter
Backup Material	Plan and Zoning Commission Vote Results

Backup Material | Plan and Zoning Commission Final Staff Report

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/29/2015 - 2:49 PM

ORDINANCE NO.

ORDINANCE for Case No. REZ15-09 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites. [1st Ward]

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

Part of the Northwest Quarter of Section 30, Township 78 North, Range 03 East of the 5th P.M. being more particularly described as follows:

Commencing in the West Quarter Corner of Section 30; thence east along the south line of the Northwest Quarter of said Section 30 a distance of 33.00 feet to the east line of North Utah Avenue as it currently exists, said point also being the point of beginning; thence north along said east line of North Utah Avenue 1,187.32 feet; thence North 88 degrees, 24 Minutes, 10 Seconds East 627.64 feet; thence South 01 Degrees, 12 Minutes, 47 Seconds East 1,186.73 feet, which is the south line of the Northwest Quarter of said Section 30; thence west along said south line of the Northwest Quarter of Section 30 627.76 feet to the point of beginning.

Said tract contains 17.01 acres, more or less.

At its regular meeting on June 2, 2015 the City Plan and Zoning Commission forwarded the case to the City Council for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue.

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

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

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

First Consideration ___________________________________

Second Consideration __________________________________

Approved __________________________________

____
William E. Gluba
Mayor

Attest: ____
Jackie Holecek, CMC
Deputy City Clerk

Published in the *Quad City Times* on _____________________

City of Davenport

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

June 3, 2015

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

At its regular meeting of June 2, 2015, the City Plan and Zoning Commission considered Case No. REZ15-08 being the petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

Plan and Zoning Commission findings:

1. The proposed rezoning would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Plan and Zoning Commission recommendation:
The City Plan and Zoning Commission accepted the listed finding and forwards Case F15-04 to the City Council with a recommendation for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision; and
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue.

Respectfully submitted,

Robert Inghram, Chairperson
City Plan and Zoning Commission

City Plan & Zoning Commission Voting Record   Meeting Date: 06-02-2015   Meeting Location: Council Chambers-City Hall

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

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

PLAN AND ZONING COMMISSION

Meeting Date: June 2, 2015
Request: Rezoning from "A-1" Agricultural District to "R-1" Low Density Dwelling District
Location: 1335 North Utah Avenue
Case No.: REZ15-09
Applicant: Mike Fennelly

Recommendation:

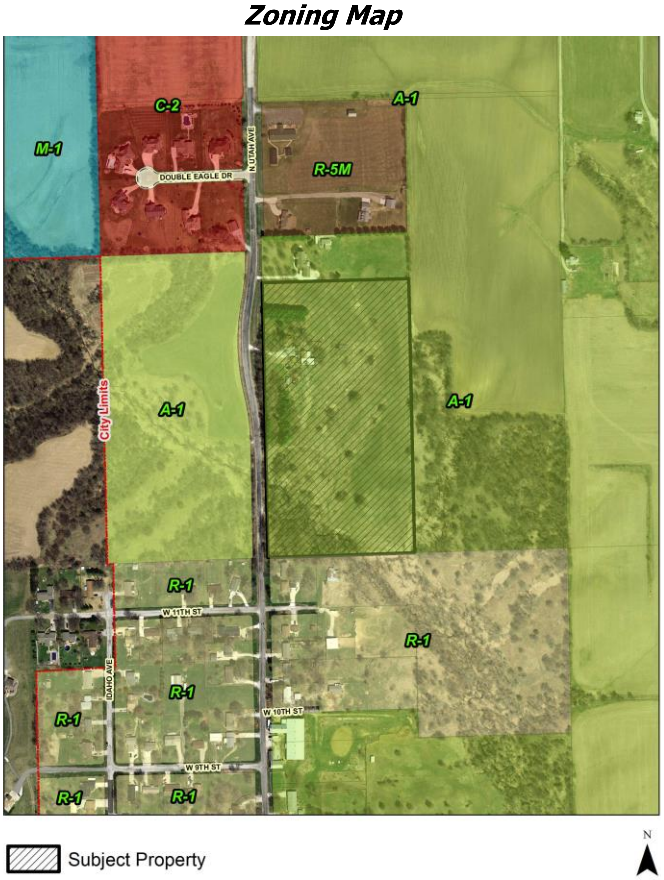
Staff recommends the City Plan and Zoning Commission accept the listing finding and forward Case No. REZ15-09 to the City Council with a recommendation for approval subject to the conditions listed in this report.

Introduction:

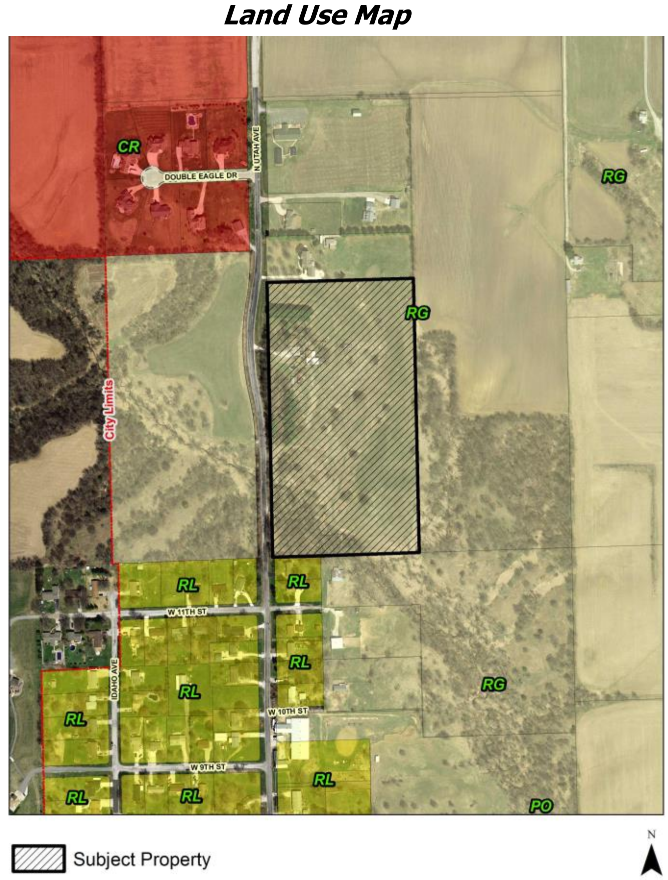
The petitioner is requesting the rezoning of 17.01 acres of property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



<u>Background:</u>

Comprehensive Plan:

Within Existing Urban Service Area: No

Within Urban Service Area 2025: Yes

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

Relevant Goals to be considered in this Case: Neighborhood Improvements

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

Zoning:

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

Technical Review:

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

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

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

<u>Other Utilities</u>.
Iowa American Water has a 12 inch water main within the North Utah Avenue right-of-way.

<u>Emergency Services</u>.
The subject property is located approximately 3.12 miles from the nearest fire station (Fire Station No. 5).

<u>Parks/Open Space</u>.
The proposed plat does not impact any existing parks or public open spaces.

Public Input:

Notices were sent to property owners to property owners within 200 feet of the subject property notifying of them of the May 19, 2015 Plan and Zoning Commission Public Hearing. The petitioner held a neighborhood meeting on May 12, 2015. Approximately 12 people attended the meeting and had general questions about how the property would be developed. There were no objections at the May 19, 2015 Plan and Zoning Commission public hearing.

<u>Discussion:</u>

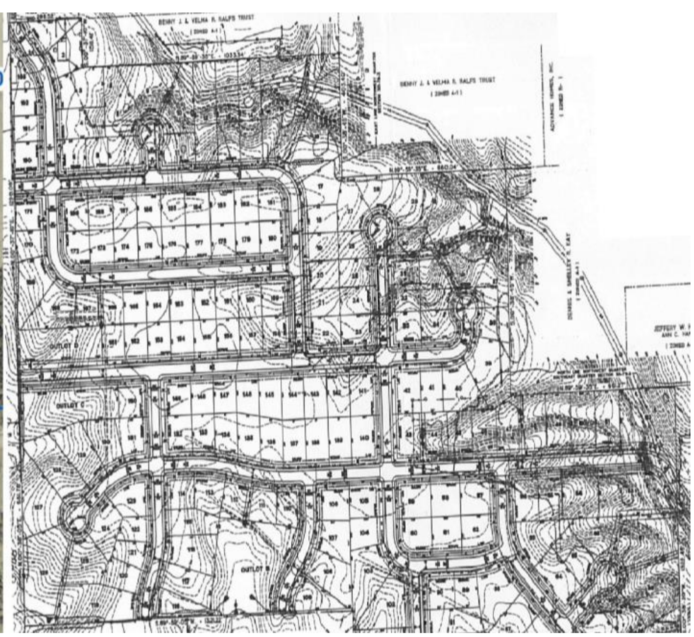
The petitioner is requesting the subdivision of 17.01 acres into four (4) large lots to accommodate home sites. There is a concurrent application to rezone the property from "A-1" Agricultural District to "R-1" Low Density Residential District.

Title 16, entitled "Subdivisions" requires the submission of a preliminary plat for proposed developments over three lots. It is staff's opinion that the concept plan provided with the rezoning application suffices for the preliminary plat considering this is a small, large lot subdivision and that conditions associated with this rezoning could be incorporated into the approval of the Final Plat.

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

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

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



Staff Recommendation:

Findings:

1. The proposed rezoning would achieve consistency with the subject property's *Davenport 2025* Residential General Proposed Land Use Designation; and
2. The concept plan with the rezoning application (REZ15-09) suffices as the required preliminary plat considering the proposed development would be a small, large lot subdivision and as long as the conditions associated with this rezoning would be incorporated into the Final Plat.

Staff recommends the City Plan and Zoning Commission accept the listed finding and forward Case No. REZ15-09 to the City Council for approval subject to the following conditions:

1. That a sanitary sewer easement be provided along the drainage way in the south west corner of proposed lot 4. This drainage way is the planned route for sanitary sewer to serve the area;
2. That due to the hilly terrain there will be considerable changes in grade to Utah Avenue when paved. Although the timing and changes are not known at this time as much as possible the paving of Utah should be considered when improvements are made within the subdivision;
3. That additional right of way 12 feet in width be dedicated to the City of Davenport adjacent to North Utah Avenue; and
4. That right of way 50 feet in width be dedicated to the City of Davenport along the north boundary of proposed Lot 2 to facilitate a connection with future residential to the east.

Prepared by:

Ryan Rusnak, AICP
Planner III

Attachments:
Public Hearing Notice, Map and Noticed Property Owners
Neighborhood Meeting Notice
Application

PUBLIC HEARING NOTICE
DAVENPORT PLAN & ZONING COMMISSION
TUESDAY – May 19, 2015 5:00 P.M.
COUNCIL CHAMBERS - DAVENPORT CITY HALL
226 WEST 4TH STREET – DAVENPORT, IOWA

Case No. REZ15-09: Petition of Mike Fennelly for the rezoning of 17.01 acres, more or less, of real property located at 1335 North Utah Avenue from "A-1" Agricultural District to "R-1" Low Density. The purpose of the rezoning is to allow the property to be subdivided to accommodate home sites.

The City Plan and Zoning Commission will conduct a public hearing concerning this matter at **5:00 p.m., Tuesday May 19, 2015** in the **Council Chambers of Davenport City Hall at 226 West 4th Street**, Davenport, Iowa.

This public hearing is the first step in the review/approval process. The City Plan and Zoning Commission will consider (vote on a recommendation) the petition at its regular meeting on Tuesday June 2, 2015. The Commission's report and recommendation will then be forwarded to the City Council. The City Council will then hold its own public hearing, as required by state law. You should also receive a notice of the City Council's public hearing. For the ordinance to be approved, it must be read/considered at three (3) separate City Council meetings. For the specific dates and times of subsequent meetings, please call the phone number below.

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

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

(detach here)

The undersigned – **opposes / does not oppose** (**circle one**) Petition of Mike Fennelly (REZ15-09)

Comments: ____

____

____

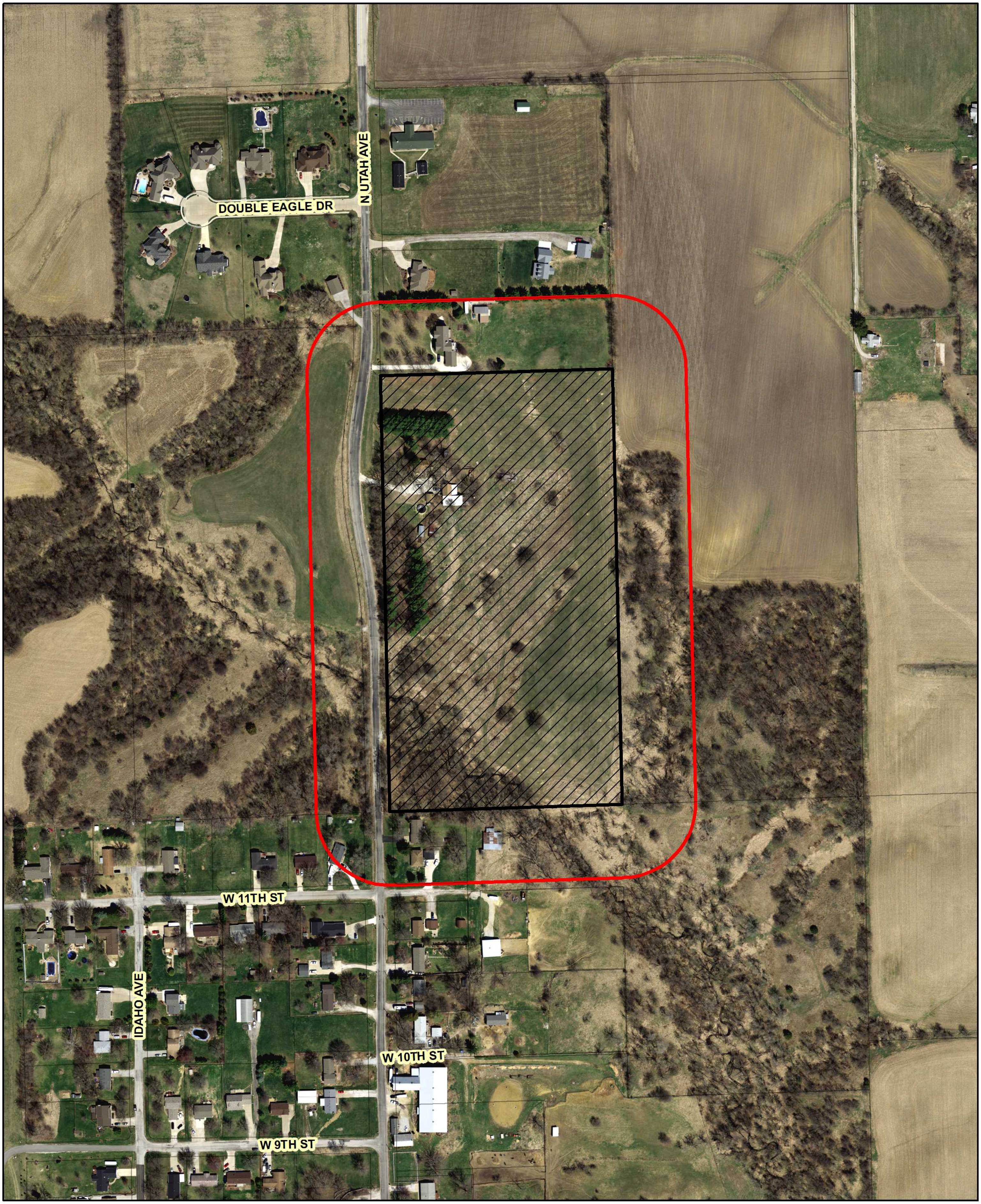
____

____

Mail to: Plan and Zoning Commission
City Hall
Davenport, Iowa 52801
Email to: Planning@ci.davenport.ia.us

NAME______________________________
ADDRESS___________________________
DATE______________________________
(please print legibly)

____
ADDRESS OF PROPERTY IN NOTICE AREA IF OTHER THAN MAILING ADDRESS



Subject Property

200 Foot Notification Radius

N

INVITATION FOR NEIGHBORHOOD MEETING

You are cordially invited to attend a neighborhood meeting. We will view plans prepared by McClure Engineering for the rezoning of 17 acres of land located south of Locust Street at 1335 W. Utah Ave. The rezoning is from Ag to R1 to allow for single-family homes. The proposal is for the land to be sub-divided into four lots.

Date: Tuesday, May 12, 2015

Time: 6:00 pm

Location: 1335 N. Utah, Davenport, IA 52804

If you have any questions or concerns or cannot attend this meeting, please contact realtor, Mr. Pat Fennelly at pat@patrickfennelly.com, 563-529-9916 or Mike Fennelly at 563-528-5542.

We look forward to meeting with you.

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

City Hall * Second floor
Phone: (563) 326-7765
Fax: (563) 328-6714

Legal Description:

ADDRESS OF PROPERTY: 1335 N. Utah Ave.

EXISTING ZONING: Ag
REQUESTED ZONING: R-1
TOTAL AREA: 17.01 Acres

PETITIONER:
Name: Mike Fennelly
Address: 1103 Garfield Ct Davenport Iowa 52804
Phone: 563-528-5542 FAX:
Mobile Phone: 563-528-5542 Email: Murfenn@aol.com
Interest in land: owner title holder Mike & Ann Fennelly other **
** if petitioner is other than title holder, documentation will be required to show control of property – accepted offer to purchase, offer, option, etc.

TITLE HOLDER:
Name: Mike Fennelly
Address: 1103 Garfield Ct Dav Ia 52804
Phone: 563-528-5542 FAX:
Mobile Phone: 563-528-5542 Email: murfenn@aol.com

CONTACT PERSON:
Name: Mike Fennelly
Address: 1103 Garfield Ct Dav, IA 52804
Phone: 563-528-5542 FAX:
Mobile Phone: 563-528-5542 Email: murfenn@aol.com

EXPLANATION OF REZONING (for Public Hearing Notice) (4) Residential Lots (Approx.) 6.5, 3.75, 3.75 + 3 acres.

Does the property contain a drainageway or floodplain area: ✓ Yes ___ No

Signature of Petitioner: Mike Fennelly Date: 4-27-15

Rezoning Fee Schedule:

Land Area		Fee
Less than 1 acre	(< 1 acre)	$400
One acre to less than ten acres	(≥ acre < 10 acres)	$750 plus $25/acre *
Ten acres or more	(≥ 10 acres)	$1,000 plus $25/acre*

* plus $5.00 per sign; 1 to 3 signs required depending upon the size of the subject property

3 - signs
$1440.00

Honorable Mayor and City Council
City Hall
Davenport, Iowa 52801-1308

Honorable Mayor and City Council:

The undersigned, hereby petitions your honorable body to amend the Zoning Ordinance of 1981 of the City of Davenport, Iowa by changing the zoning classification

from Ag

to R-1

for the following legally described real property: 17.01 Acres 1335 N. Utah Ave, Attached legal, (Parcel ID: S3017-09

Respectfully submitted,

[signature]

Date: 4-27-15

Scott County Parcel Records

Search Page | Print | Comparables Search | Feedback | Help

[Assessment Report | Auditor/Treasurer Report | Map]

Auditor/Treasurer
Parcel Ownership/Valuation/Tax Summary

Scott County, Iowa

Parcel ID: S3017-09

Property Location: 1335 N UTAH AV
DAVENPORT, IA

Legal Description:
Sec:30 Twp:78 Rng:03PT W/2 NW 30-78-3COM 1460.20'SNW COR NW-E 660.97'-S 1188.12'-W 660.76' N 1188.12' TO PT OF BEG

AddNum / Sect: 30
Block / Twp: 78
Lot / Rng: 03

Gross Acres: 17.01
CSR Points: 816
Exempt Acres: 4.5
Net Acres: 12.51

Deed Holder:
TRACY PATRICIA LYNN
MULLINNIX MICHAEL J
PITTMAN ALAN R
MULLINNIX DANIEL P
12499 81ST CT
SEMINOLE FL 33772

Contract Holder:

Mail To:

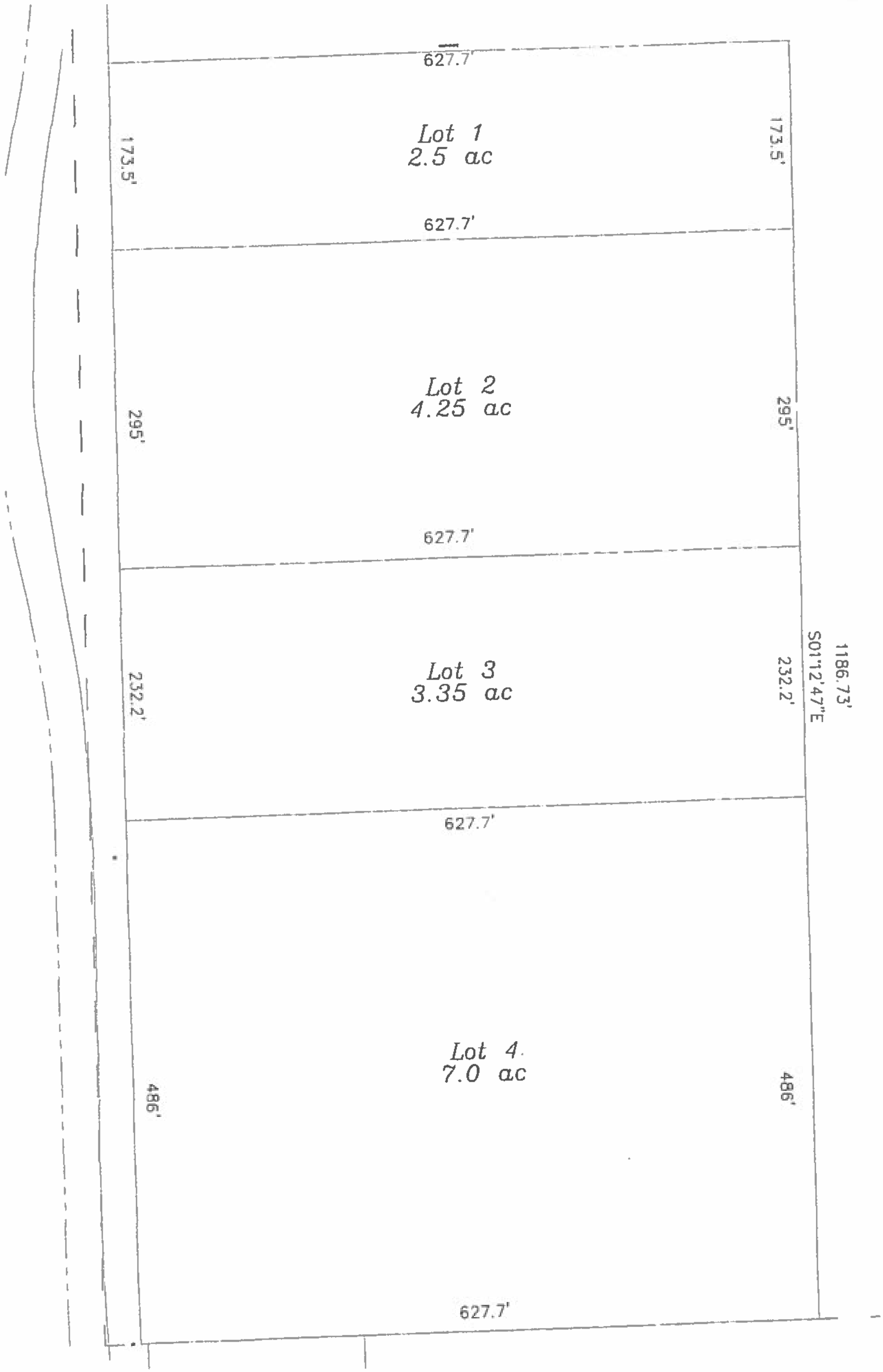
Class: A Agriculture; AD Ag Dwelling
SubClass:
Transfer Document No.: 2015 -6935
Revenue Stamp: $0.00

Deed Date: 6/24/2010
Deed Book:
Deed Page:

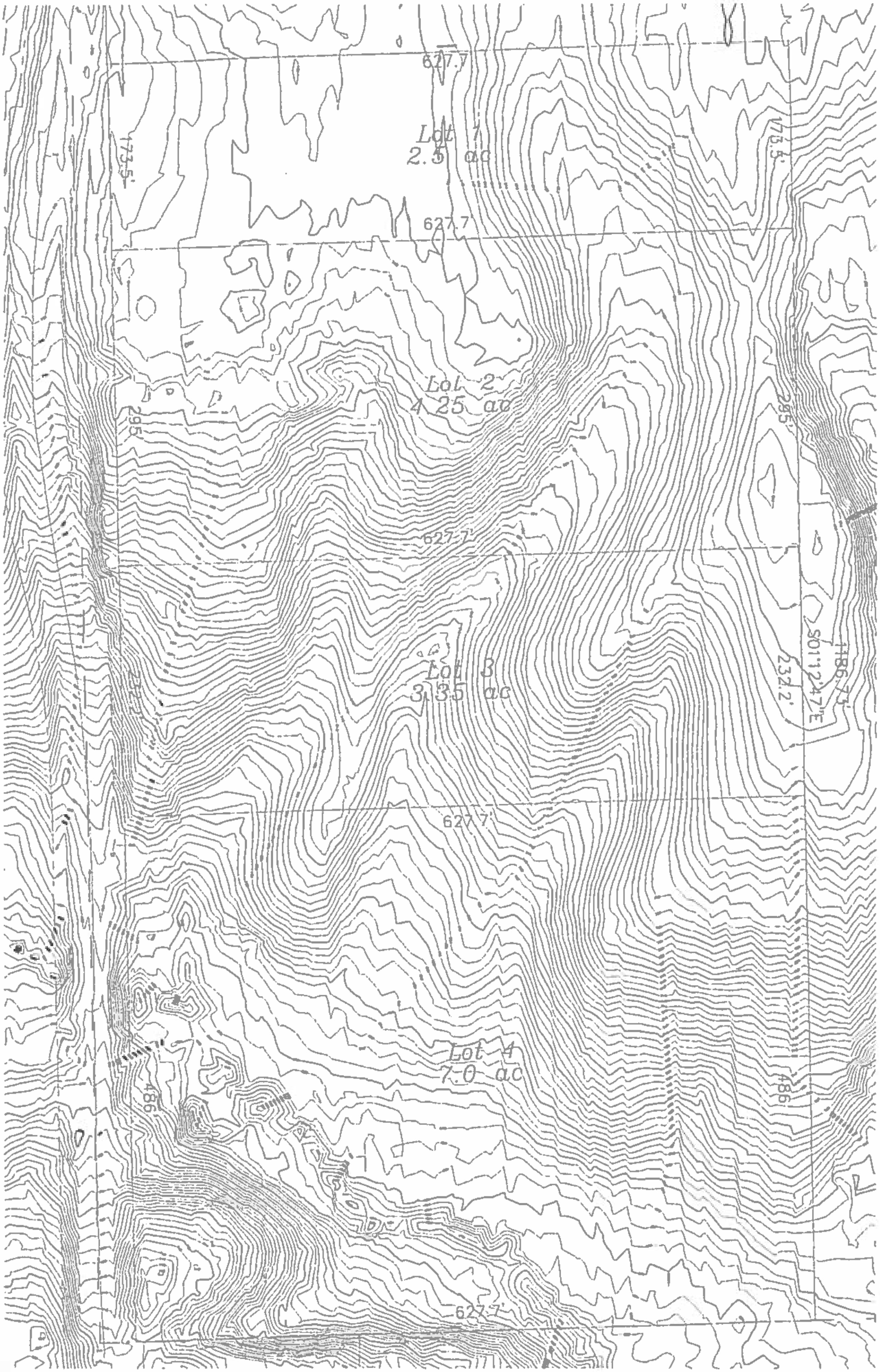
Contract Date:
Contract Book:
Contract Page:

Taxing District: DAD - DAVENPORT DAVENPORT
School District: DAVENPORT SCHOOL
Misc. District:

	2015 VALUATION		2014 VALUATION		2013 VALUATION	
	Assessed	Taxable Value	Assessed	Taxable Value	Assessed	Taxable Value
Land	$20,670	-	$22,605	$10,105	$22,605	$9,811
Buildings	$1,960	-	$1,700	$760	$1,700	$738
Dwellings	$46,350	-	$0	$0	$0	$0
Exempt	$4,210	-	$3,195	-	$3,195	-
Gross Taxable	$73,190	-	$27,500	$10,865	$27,500	$10,549
Military	0	-	0	0	0	0
Net Taxable	$68,980	-	$24,305	$10,865	$24,305	$10,549
Gross Taxes		-		-		$277.92



627.7'
Lot 1
2.5 ac
173.5'
173.5'
627.7'
Lot 2
4.25 ac
295'
295'
627.7'
Lot 3
3.35 ac
232.2'
232.2'
S01°12'47"E
1186.73'
627.7'
Lot 4
7.0 ac
486'
486'
627.7'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627.7'
Lot 3
3.35 ac
232.2'
S01°12'47"E
186.73'
627.7'
Lot 4
7.0 ac
486'
486'
627.7'

City of Davenport

Agenda Group:	**Action / Date**
Department: CPED	**7/1/2015**
Contact Info: Bruce Berger, 563-328-7769	
Wards: 3 & 4	

Subject:
Resolution setting a public hearing to convey the following properties:

Ward 3
Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

Ward 4
Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E and Lisa Marie Rush

Recommendation:
Approve the resolution.

Relationship to Goals:
Revitalized Neighborhoods and Corridors.

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

The respective petitioners have applied for and been approved as eligible to acquire these properties from the City. City staff solicited appraisals for the properties and each is being sold for $88,000.

Approval of this motion will authorize staff to publish a notice advertising the public hearing for Wednesday July 15, 2015 at 5:30 PM in Davenport City Council Chambers.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution Setting Public Hearing for Urban Homestead Program

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/29/2015 - 2:49 PM

RESOLUTION NO.

RESOLUTION setting a public hearing regarding the proposed sale of:

Ward 3
Parcel F0035-39, 925 Farnam Street, to Petitioners Rigoberto and Leonor Montiel

Ward 4
Parcel G0012-10, 531 West 16th Street, to Petitioners Christopher E. and Lisa Marie Rush

RESOLVED by the City Council of the City of Davenport.

WHEREAS, the City of Davenport is the legal owner of the following described real estate:

> PARCEL F0035-39, Lot 6, Block 142, LeClaire's 12th Addition to the City of Davenport, Scott County, Iowa.
>
> PARCEL G0012-10, East 22 feet of Lot 14 and the West 17 feet of Lot 15, all in Block 2 in the Plat of Summit Park, in the Northeast Quarter of Section 26, Township 78 North, Range 3 East of the 5th P.M. in the City of Davenport, Iowa

WHEREAS, the City of Davenport wishes to convey the property to the Petitioners (Rigoberto and Leonor Montiel, Christopher E. Rush and Lisa Marie Rush); and

WHEREAS, the transfer of these properties is mutually beneficial to the City and the Petitioners; and

WHEREAS, transfer of these properties will provide affordable owner-occupied housing to working families in Davenport; and

WHEREAS, transfer of these properties will generate additional tax revenue and alleviate the City of maintenance costs on abandoned and neglected properties; and

WHEREAS, a public hearing on the matter is required by law;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed transfer of this real estate on Wednesday, the 15th of July, 2015, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:	Approved:
__________________________	__________________________
Jackie E. Holecek, CMC Deputy City Clerk	William E. Gluba Mayor

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/1/2015**
Contact Info: Matt Flynn, 563-326-7743
Wards: 6

Subject:
Resolution approving Case No. F15-09 being the final plat of Russell-Crow Valley Office Park Fifth Addition being a replat of Lot 1 Russell-Crow Valley Office Park Addition located in the southeast quadrant of East 56th Street and Lakeview Parkway containing two (2) commercial lots. [6th Ward]

Recommendation:
The City Plan and Zoning Commission finds that:

1. the plat conforms to the comprehensive plan
2. the plat conforms (or will conform) to subdivision/zoning requirements

The City Plan and Zoning Commission accepted the listed findings and forwards Case F14-10 to the City Council with a recommendation for approval subject to the following conditions:

1. That the street names are accurately recorded on the plat (Lakeview Parkway vs. Lakeview Parkview);
2. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
3. That all existing utility easements shall be maintained or otherwise accommodated;
4. The plat is to be tied to either two quarter corners or two previously established lot pins. The corners or pins are to be labeled including a description which corner or pin it is. Pins are shown but no but not labeled.

Please refer to the Commission's May 20, 2015 letter for more information.

The Commission vote for approval was 9-yes, 0-no, and 1 abstention.

Relationship to Goals:
Added emphasis on economic development.

Background:
This is a final plat of a two lot commercial subdivision. The plat divides this large lot creating an additional office site – the Birchwood Learning Center. Cross access and parking easements will be required for this development. No streets are proposed with this subdivision.

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

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	Resolution CD RES F15-09
🗋	Backup Material	P&Z Letter of Recommendation
🗋	Backup Material	Final Staff Report- P&Z
🗋	Backup Material	Petitioner letters
🗋	Backup Material	Vote results

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/29/2015 - 2:49 PM

City of Davenport

Committee: Community Development — Action / Date
Department: Community Planning and Economic Development — CD 7/1/15
Contact Info: Matt Flynn 326-7743
Ward: 6th

Subject:
Resolution approving Case No. F15-09 being the final plat of Russell-Crow Valley Office Park Fifth Addition being a replat of Lot 1 Russell-Crow Valley Office Park Addition located in the southeast quadrant of East 56th Street and Lakeview Parkway containing two (2) commercial lots. [6th Ward]

Recommendation:
The City Plan and Zoning Commission finds that:

1. the plat conforms to the comprehensive plan
2. the plat conforms (or will conform) to subdivision/zoning requirements

The City Plan and Zoning Commission accepted the listed findings and forwards Case F14-10 to the City Council with a recommendation for approval subject to the following conditions:

1. That the street names are accurately recorded on the plat (Lakeview Parkway vs. Lakeview Parkview);
2. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
3. That all existing utility easements shall be maintained or otherwise accommodated;
4. The plat is to be tied to either two quarter corners or two previously established lot pins. The corners or pins are to be labeled including a description which corner or pin it is. Pins are shown but no but not labeled.

Please refer to the Commission's May 20th, 2015 letter for more information.

The Commission vote for approval was 9-yes, 0-no, and 1 abstention.

Relationship to Goals:
Added emphasis on economic development

Background:
This is a final plat of a two lot commercial subdivision. The plat divides this large lot creating an additional office site – the Birchwood Learning Center. Cross access and parking easements will be required for this development. No streets are proposed with this subdivision.

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

City of Davenport

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

May 20, 2015

Honorable Mayor and City Council:

At its regular meeting of May 19, 2015, the City Plan and Zoning Commission considered the Case No. F15-09 being the final plat of Russell-Crow Valley Office Park Fifth Addition being a replat of Lot 1 Russell-Crow Valley Office Park Addition located in the southeast quadrant of East 56th Street and Lakeview Parkway containing two (2) commercial lots.

Findings:

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

Plan and Zoning Recommendation:
The Plan and Zoning Commission accepts the listed findings and forward Case No. F15-09 to the City Council with a recommendation for approval subject to the following –

Site & Plat Specific Conditions:

1. That the street names are accurately recorded on the plat (Lakeview Parkway vs. Lakeview Parkview);
2. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
3. That all existing utility easements shall be maintained or otherwise accommodated;
4. The plat is to be tied to either two quarter corners or two previously established lot pins. The corners or pins are to be labeled including a description which corner or pin it is. Pins are shown but no but not labeled.

Standard Conditions (These items are typical ordinance requirements and will not be repeated on the Council resolution):

5. that a note is added to the plat stating that sidewalks shall be constructed along all public streets when so ordered by the City;
6. that grading, drainage and erosion control plans are submitted for review and approval and that a copy of the developer's NPDES General Permit No. 2 is submitted to the Public Works Department prior to City permits being issued;
7. that plans for public streets and sewers (if any) are submitted to the Engineering Division of Public Works for review and approval prior to Council approval of the plat;

Respectfully submitted,

Robert Ingram, Chairperson
City Plan and Zoning Commission

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

PLAN AND ZONING COMMISSION

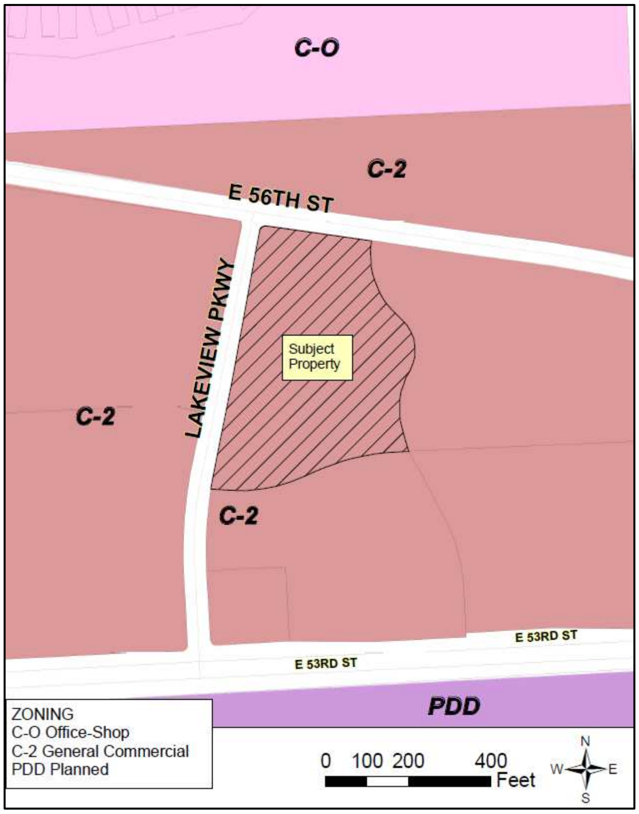
Meeting Date:	**May 19, 2015**
Request:	**Final Plat Russell-Crow Valley Office Park Fifth Addition**
Address:	**Southeast of Lakeview Parkway and East 56th Street**
Case No.:	**F15-09**
Applicant:	**Russell Construction Co, Inc**

RECOMMENDATION:
The staff recommends the City Plan and Zoning Commission accepts the listed findings and forward F15-07 to the City Council for approval subject to the conditions stated below.

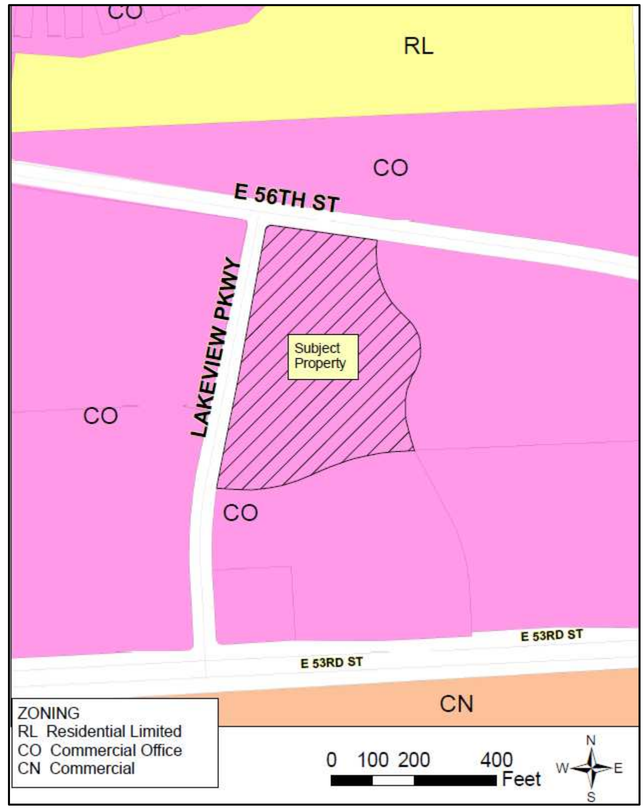
INTRODUCTION:
Request F15-09 of Russell Construction Company, Inc. for a two lot final plat on 5.17 acres, more or less, located in the southeast quadrant of Lakeview Parkway and East 56th Street. The proposed Fifth Addition replats Lot 1 of the First Addition which was platted in 2003. The property is zoned "C-2" General Commercial District.

Site:

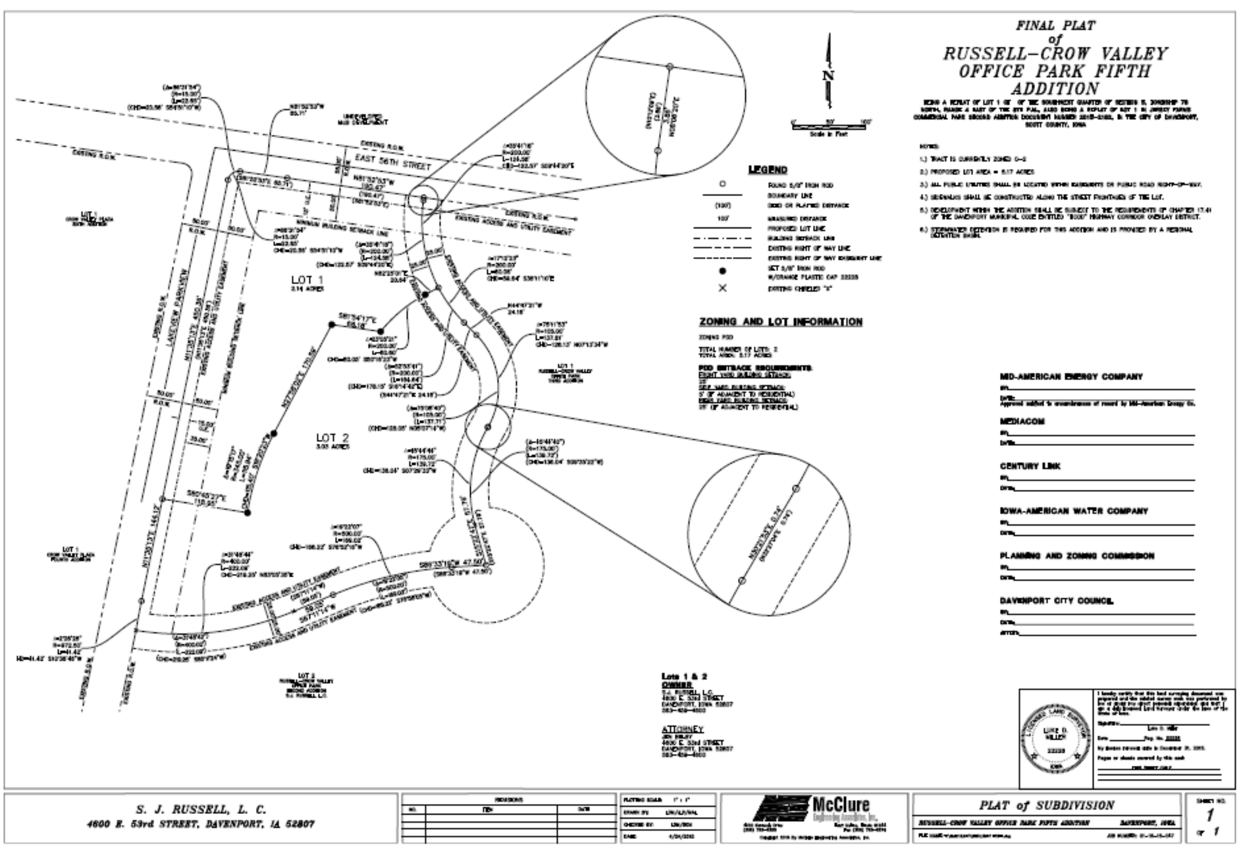
Zoning



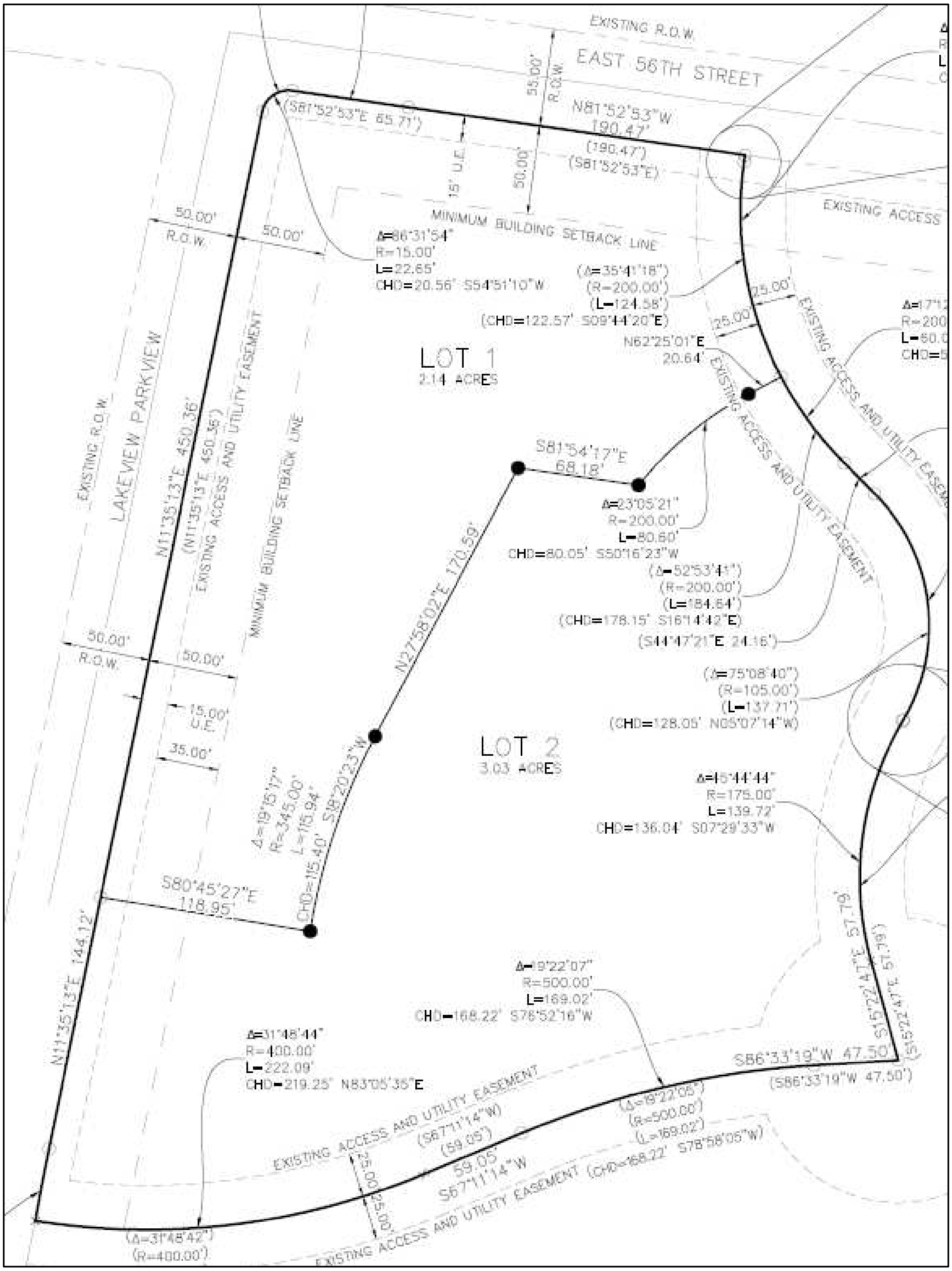
Land Use



Plat (full size)



Plat (portion)



BACKGROUND:
Comprehensive Plan

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

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

Relevant *Davenport 2025* Goals and Objectives:
1. Strengthen the existing built environment.
   b. Reduce the number of underoccupied, abandoned, or vacant buildings / properties through adaptive reuse and infill.
   d. Increase the number of mixed-use neighborhoods and districts.

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

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

Technical Review:

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

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

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

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

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

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

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

DISCUSSION:
The plat divides this large lot creating an additional office site – the Birchwood Learning Center. Cross access and parking easements will be required for this development.

STAFF RECOMMENDATION:

Findings:

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

Recommendation:
The staff recommends the City Plan and Zoning Commission accepts the listed findings and forward F15-07 to the City Council for approval subject to the conditions stated below:

1. That the street names are accurately recorded on the plat (Lakeview Parkway vs. Lakeview Parkview);
2. That all stormwater calculations and any required detention structures shall be provide to the City of Davenport per Natural Resource Office;
3. That all existing utility easements shall be maintained or otherwise accommodated;
4. The plat is to be tied to either two quarter corners or two previously established lot pins. The corners or pins are to be labeled including a description which corner or pin it is. Pins are shown but no but not labeled.

Prepared by:

Scott Koops, AICP
Planner II

Attachments: Plat, Application

City of Davenport

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

May 20, 2015

Russell Construction
crussell@russellco.com

Brent Morlok, PE, LEED AP
b.morlok@mcclureengineering.com

Jen Belby, Attorney
jbelby@russellco.com

Subject: City Plan and Zoning Commission action on agenda item

Dear Madam and Sirs:

Please find attached a copy of the Commission's letter of recommendation regarding your agenda item. Also enclosed with this mailing is the *tentative* schedule for the processing of this item through the City Council.

A subdivision plat is a resolution requiring only one consideration before City Council, however **a subdivision plat is not submitted to City Council for their consideration until all required certificates, the signed/corrected plat, and any other required fee is submitted**.

You may verify these dates on the attached calendar by calling 326-7765. We will be following the items as they are processed through City Council; therefore, you may also call on us to find out the current status as processing continues.

If you have any questions regarding the Commission's recommendation please email me at sek@ci.davenport.ia.us .

Respectfully,

Scott Koops

Scott Koops, AICP ● Planner II
Community Planning

City Plan & Zoning Commission Voting Record | Meeting Date: 05-19-2015 | Meeting Location: Council Chambers-City Hall

		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	ROW15-04 Y&J Properties Switz St	F15-09 Russell-Crow Valley Office Park 5th	F15-10 HMI Add'n (County)					
Connell	p	Y	Y	Y					
D'Autremont	P	Y	Y	Y					
Elgatian	P	Y	Y	Y					
Hepner	P	Y	AB	Y					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	P	Y	Y	Y					
Maness	P	Y	Y	Y					
Martin	P	Y	Y	Y					
Martinez	p	Y	Y	Y					
Tallman	P	AB	Y	Y					
		9-YES 0-NO 1-ABSTAIN	9-YES 0-NO 1-ABSTAIN	10-YES 0-NO 0-ABSTAIN					

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning and Economic Development **7/1/2015**
Contact Info: Bruce Berger 326-7769
Wards: 3, 4 & 5

Subject:
Motion to set a public hearing for July 15, 2015 at 5:30pm in the Council Chambers for the purpose of establishing the Hilltop TIF District Plan.
[Ward 3,4,&5]

Recommendation:
Approve the motion.

Relationship to Goals:
Added emphasis of economic development.

Background:
The City of Davenport is seeking to establish the Hilltop TIF District Plan. The Hilltop TIF District with lies within the South Urban Renewal Area and was approved by resolution in September 2012 in order to build on and increase the momentum in this area. This plan contains three projects: one in support of the administration of the Hilltop Campus Village, a new signage program and decorative street lighting.

Public hearing to be held July 15, 2015 at the Committee of the Whole meeting. The plan is attached.

ATTACHMENTS:

Type	Description
Backup Material	Hilltop TIF Plan

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	6/29/2015 - 2:49 PM

CITY OF DAVENPORT, IOWA
HILLTOP TAX INCREMENT FINANCING DISTRICT
URBAN RENEWAL PLAN

June 2015

The Urban Renewal Plan (the "Plan") for the Hilltop Tax Increment Financing District with the South Urban Renewal Area (the "Area") is being established for the purpose of identifying urban renewal projects to be undertaken therein.

1) **Identification of Projects**. By virtue of this document, the list of authorized urban renewal projects in the Plan includes the following project descriptions:

A) Project: Annual Support to the Hilltop Campus Village Main Street district
Cost: $10,000 annually for 5 years if the Hilltop Campus Village maintains Main Street district status through the Iowa Economic Development Authority
Rationale: The City will use TIF funds to reimburse a portion of the administrative costs associated with the Hilltop Campus Village Main Street District. This support is required by the Iowa Economic Development Authority in order to remain an authorized Main Street community.

B) Project: Signage Incentive Program
Cost: $6,000 annually for 5 years unless the Hilltop Campus Village discontinues the program
Rationale: The City will use TIF funds to support a signage program which involves cost sharing between the Hilltop Business Association, TIF funds and the business owner requesting the sign. This program is designed to support businesses by making them more visible.

C) Project: Street Lighting on East 7th Street between Brady and Perry Streets
Cost: $5,865
Rationale: This project leverages $10,000 from the Scott County Regional Authority and $10,000 the Riverboat Development to have decorative lighting installed.

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: $200,100,000

Remaining Constitutional debt capacity of the City: $101,681,943

Proposed debt to be incurred in the Urban Renewal Area relating to the Hilltop Tax Increment Financing District: $85,865

City of Davenport

Agenda Group:	**Action / Date**
Department: City Clerk	**7/1/2015**
Contact Info: Jackie Holecek 326-6163	
Wards: 3, 5, 6	

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

Recommendation:
Consider the resolution.

Relationship to Goals:

Background:

ATTACHMENTS:

Type	Description
Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/29/2015 - 2:50 PM

RESOLUTION NO. 2015-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: Kilkennys Pub
Event: BIX Weekend
Dates: July 23 – 26, 2015
Time: July 23 closing at 6:00 p.m. through July 26th at Noon
Closure Location: 3rd Street between Harrison and Ripley
Ward: 3

Entity: Me & Billy
Event: BIX Weekend
Dates: July 24 – 26, 2015
Time: July 24 closing at 9:00 pm though July 26 at 9:00 am
Closure Location: 3rd Street in front of 200 West 3rd Street
Ward: 3

Entity: Cornbelt Running Club
Event: Bix Run Events: Junior Bix, Brady Street Challenge, Quick Bix, Walk this Way and Bix 7 Run
Date: Thursday, July 23rd, Friday, July 24h and Saturday, July 25th until race ends
Time: 3:00 PM - 10:00 PM Thursday; 1:00 PM Friday, until Bix 7 Race concludes on SaturdayClosure Location: ***Thursday****: Brady Street between 4th and Palmer Drive; 4th Street from River Drive to LeClaire Avenue;* ***Friday/Saturday****: LeClaire Street from 4th Street to 2nd Street; Iowa Street from 4th Street to 2nd Street; Pershing from 4th to 2nd Street; 3rd Street from River Drive to Pershing Avenue; 4th Street from River Drive to Main; Brady Street from River Drive to Kirkwood Boulevard; Kirkwood Boulevard to Jersey Ridge Road; Jersey Ridge Road from 12th Street to East Street; Middle Road from Jersey Ridge Road to Ridgewood; McClellan Boulevard from Middle Road to River Drive; and 3rd Street from Main to River Drive*
Ward: 3, 5, 6

Entity: Downtown Partnership
Event: Street Festival
Date: Closing July 23; Reopening July 26
Time: Thursday at 1:00 PM through duration of event
Closure Location: 2nd Street from Brady Street to Ripley; Main Street from River Drive to 3rd Street; Harrison Street from River Drive to 3rd Street
Ward: 3rd

Entity: Quad Cities Convention & Visitor's Bureau
Event: RAGBRAI – Destination Davenport
Date: July 17-18th and July 25th
Time: July 18th from 4AM to 9AM and July 25th 6:00 AM to 6:00 PM
Closure Location: July 18th closing Gaines Street between Locust St and Lombard St and Lombard St from Gaines to Harrison (Transport Parking); July 25th Gaines St from River Drive to Beiderbecke Dr then west to Marquette St and north to River Drive and Credit Island Causeway from 6:00 AM to 6:00 PM (Dip Site)
Ward: 1 and 3

Entity: Here We Go Again Inc.
Event: Shenangians Bix Weekend
Date: July 24th – 26th
Time: July 24th at 7:00 PM to July 26th at 2:00 AM
Closure Location: 3rd Street between Harrison & Ripley in front of 303 W 3rd closing parking lane and one travel lane
Ward: 3

Entity: Jimmie O's Saloon
Event: Westend Street Fest
Date: August 1, 2015
Time: Noon to Midnight
Closure Location: Rolf St between Telegraph Rdy and alley south.
Ward: 1

Approved this __8th___ day of _July___, 2015.

Approved: Attest:

William E. Gluba, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Brian Schadt;(563)326-7786
Wards: All

Subject:
Resolution approving Contract for the Iowa Flood Mitigation Plan and Application submittal to the State of Iowa to Veenstra & Kimm, Inc. in the amount Not-To-Exceed $250,000.00; CIP Projects #00790 & #10539. *[All Wards]*

Recommendation:
Pass the resolution.

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

Background:
The State of Iowa Flood Mitigation Program assists communities to reduce or eliminate long-term risk of flood damage to buildings insured under the National Flood Insurance Program. The application is included as part of this plan. The program is administered by the Iowa Homeland Security & Emergency Management Agency and is being utilized by other cities throughout Iowa. The State accounting office estimates that Davenport will have approximately $1.5M per year that can be utilized for this program. The State of Iowa Homeland Security Office has been briefed about the concept of Davenport's projects and believes they meet the criteria for funding. The application to the State will be submitted no later than December, 2015.
The Davenport Flood Mitigation Plan includes design for additional or supplementary flood protection along the Mississippi River, reviews storm water conveyance in the downtown and the west side of Davenport, flood protection for the industrial center in west Davenport, reduction techniques to reduce interior flooding during Mississippi River flood events, protecting the sanitary sewer system from flood waters.
Flood reduction options will include green alleys, permeable pavements, wetland and detention opportunities as well as storm sewer day lighting projects. The reduction of runoff will reduce storm and sanitary sizing and pumping requirements and promote a more sustainable approach to operations and maintenance and reducing flows at the Water Pollution Control Plant.
This resolution is the approval of contract award and is within the original budget.

This program is a combined effort by the Sewer, Engineering and Natural Resources Divisions of the Public Works Department.

Funds for the Iowa Flood Mitigation Plan and Application submittal to the State to Veenstra & Kimm, Inc. in the amount Not-To-Exceed $250,000.00; CIP Projects #00790 & #10539.

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_FY 15_IOWA FLOOD MITIGATION PLAN AND APPLICATION
Backup Material	Iowa Flood Mitigation Plan and Application Proposal - Veenstra & Kimm

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No.______________

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Contract for the Iowa Flood Mitigation Plan and Application submittal to the State to Veenstra & Kimm, Inc. in the amount Not-To-Exceed $250,000.00; CIP Projects #00790 & #10539.

WHEREAS, the City of Davenport is considering entering into a contract with Veenstra & Kimm, Inc. for Iowa Flood Mitigation Program

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport, Iowa: that the Contract for the Iowa Flood Mitigation Plan and Application submittal is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 8th day of July, 2015.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, Deputy City Clerk

VEENSTRA & KIMM, INC.
1530 46th Avenue - Suite 2B • Moline, Illinois 61265-7085
309-797-0171 • 309-797-0996 (fax) • 877-797-0171 (WATS)

June 2, 2015

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

DAVENPORT, IOWA
IOWA FLOOD MITIGATION PLAN AND APPLICATION
AGREEMENT FOR PROFESSIONAL SERVICES – REV 1

Attached are two copies of the revised Agreement for Professional Services for the subject project. If you find this agreement in order, please proceed with the appropriate signature and return one copy to this office.

It should be noted that the Iowa Flood Mitigation Program is currently funded and funding may be available in 2016. Since the Des Moines project appears to be not fundable, the state will be looking for additional high quality projects. Department of Homeland Security staff have been briefed about the potential Davenport plan and appear to concur with the scope. Board approval and subsequent funding are contingent upon an acceptable proposal and future funding. We believe a plan from Davenport will provide a need and the state will fund the project. It also appears Davenport may have about 30 million dollars of potential based on future tax increment estimates.

Please feel free to contact the undersigned at 309-797-0171 if you have any questions regarding this project.

VEENSTRA & KIMM, INC.

Leo F. Foley, P.E.
Project Manager

LFF:gfd
222

Enclosures

AGREEMENT FOR PROFESSIONAL SERVICES (REV 1)

CITY OF DAVENPORT, IOWA
IOWA FLOOD MITIGATION PLAN AND APPLICATION

WHEREAS, the CITY OF DAVENPORT, IOWA, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "CITY," is desirous of obtaining professional engineering services in connection with the Iowa Flood Mitigation Plan and Application, hereinafter referred to as the "Project," and

WHEREAS, the CITY of Davenport has determined that it would be desirous to perform the above mentioned project in the City of Davenport, and

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

WHEREAS, the CONSULTANT is desirous of performing professional services for the CITY in connection with the Iowa Flood Mitigation Plan and Application project;

NOW, THEREFORE, it is mutually agreed as follows:

SECTION I - GENERAL

A. PERFORMANCE

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

B. CONFERENCES

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

C. INDEMNIFICATION

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

D. INSURANCE

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

E. PROGRESS REPORTS

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

F. ACCESS TO CONSULTANT'S RECORDS

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

G. OWNERSHIP OF DOCUMENTS

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

H. FEDERAL REQUIREMENTS

Not applicable.

I. TERMINATION

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

J. CHANGES IN SCOPE OF SERVICES

1. Extra Work

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

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

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

2. Deletion of Work

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

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

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

K. NONDISCRIMINATION

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

L. CONTRACT COMPLIANCE PROGRAM

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

M. SUBLETTING OR ASSIGNMENT

The CONSULTANT shall sublet the review of Davenport watersheds and determine wetland and detention opportunities to CH2M HILL (see Section 2.A.1.b). Requests for permission to sublet other work shall be in writing and shall name the organization which will perform the work, the work to be performed, and the dollar amount of the work to be performed. Subconsultants which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.

The hourly rates and overheads currently utilized by CH2M HILL and Veenstra & Kimm, Inc. will be applied to services.

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

N. CLOSE-OUT OF AGREEMENT

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

1. Documents as stated in Section 1.G of the Agreement.

2. Statement of Final Billing.

3. Written report showing the actual amounts paid by the CONSULTANT for services under this Agreement to MBE/WBE Firms.

O. LAWS, REGULATIONS AND CODES

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

P. CITY POLICY AND PROCEDURES

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

1. Invoice and billings for service.

2. Engineering Department Design Standards.

3. Engineering Department standard format for reports, plans, and/or specifications.

4. Plan-review process including site-plan and architectural review.

5. Include CITY Work Order Number and Contract Number on all documents related to this Agreement if appropriate.

Q. NOTICE TO PROCEED

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

SECTION 2 - SCOPE OF SERVICES

A. SERVICES PROVIDED BY CONSULTANT

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

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

   a. Prepare Iowa Flood Mitigation Plan application for sewer improvements and runoff reduction activities. The following design tasks are included:

      1. Review downtown for green alley and permeable street opportunities
      2. Review flood procedures and storm/infiltration pumping
      3. Determine feasibility of pump stations for use during floods
      4. Remove river intrusion from storm and sanitary during floods
      5. Evaluate flood protection measures for the industrial center located in west Davenport bounded on the north by Rockingham Road. Business US 61 becomes inaccessible due to flooding from the Mississippi River and Black Hawk Creek and flood preventative measures are necessary
      6. Prepare application with plan for Iowa Flood Mitigation Program

b. Review Davenport watersheds and determine wetland and detention opportunities. The following design tasks are included:

1. Lead an initial "understanding & context" workshop
2. Review the Duck Creek Watershed Plan and other plans that are available from the City
3. Review and identify streams and storm sewers with runoff reduction opportunities
4. Review and identify large sewers and sub-sewersheds for daylighting opportunities
5. Lead a "scenarios & options" workshop that will leverage national experiences and summarize relevant options and associated cost envelopes for runoff reduction based on those similar experiences
6. Summarize workshop results and analyses in a Technical Memorandum Deliverable

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

B. OBLIGATIONS OF CITY TO CONSULTANT

1. Provide available information, such as topography, site plans, building plans, mapping, and other information that mutually is agreed upon as pertinent to the project.

2. Designate a liaison officer from the CITY who will work directly with the CONSULTANT to coordinate the collection of CITY-supplied data, arrange for meetings, and be responsible for the general coordination between the CITY and the CONSULTANT.

3. Provide the services of the City Solicitor experienced in legal matters pertaining to this type of project. The CONSULTANT shall cooperate with the City Solicitor and comply with the requirements of the City Solicitor as to form of contract documents and procedures relative to them.

4. Provide access to all manholes and the pump stations in the area.

5. If survey is required, the City will provide the information.

C. DELIVERABLES

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

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

- 1 hard and 1 electronic copy of the flood mitigation plan
- 1 hard and 1 electronic copy of the flood mitigation program application
- 1 hard and 1 electronic copy of Davenport watersheds with detention opportunities

SECTION 3 - COMPENSATION AND PAYMENT

A. COMPENSATION

1. $250,000 maximum based on estimated hourly wages.

SECTION 4 - COMPLETION OF WORK

The CONSULTANT shall complete all services outlined in this Agreement six months from the CITY signing this agreement, providing no unforeseen delays are experienced beyond the control of the CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this ______ day of ______________, 2015.

CITY OF DAVENPORT, IOWA	VEENSTRA & KIMM, INC.
By______________________	By L. F. Foley Leo F. Foley, Office Manager
ATTEST:	WITNESS:
By______________________	By Gayle Davis
Title______________________	Title Admin. Assistant

SPECIAL PROVISIONS

SECTION III -

Nondiscrimination in Employment by Contractors/Subcontractors and Suppliers

Contractor's Agreement

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

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin or ancestry, age, marital status, physical or mental disability, or political beliefs and affiliations.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under the Davenport Affirmative Action Plan, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan.

(5) The Contractor will furnish all information and reports required by the Davenport Affirmative Action Plan and procedures developed by the City's Compliance Officer in pursuit of that plan, and will permit access to his/her books and accounts by the contracting department and the Compliance Officer for purposes of investigation to ascertain compliance with the City's Affirmative Action Plan.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any implementing procedures or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts in accordance with procedures authorized in The Davenport Affirmative

Action Plan and such other sanctions may be imposed and remedies invoked as provided in the Davenport Affirmative Action Plan, or as otherwise provided by law.

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

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Tom Leabhart; 563-326-7729
Wards: 3

Subject:
Resolution granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting the 500 block of Division Street and 303 West 6th Street. *[Ward 3]*

Recommendation:
Approve the Resolution.

Relationship to Goals:
The Choice for Community Living.

Background:
Geneseo Communications requests permission to install buried communication fiber optic line within the city right-of-way. The route starts in the 500 block of Division, to the east-west alley between 3rd and 4th Streets, to Western Avenue north, to the alley between 5th and 6th Streets, east to 303 W 6th Street and along Western Avenue to 2nd Street.

The City's Legal, Engineering and IT Departments have reviewed and approved the proposed route and terms of the resolution. The Agreement Reference number is 2015-F7.

ATTACHMENTS:

Type	Description
Cover Memo	PW_RES_GRNT Geneseo 2015-F7
Cover Memo	2015-F7 map leabhart

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No.____________

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Geneseo Communications to install a buried communications system in the City Right-of-Way connecting 500 Division Street and 303 West 6th Street.

WHEREAS, Geneseo Communications (The Owner) has submitted a request (Agreement Reference #2015-F8) to construct buried communications cable from the 500 Block of Division to the east-west alley between 3rd and 4th Streets to Western Avenue and then north along Western Avenue to the alley between 5th and 6th Streets east to 303 West 6th Street. Also included is a length along Western Avenue to 2nd Street; 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 8th day of July, 2015

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:

______________________________ ______________________________

William E. Gluba, Mayor Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF PROVISIONS OF RESOLUTION NO. 2015-________, AGREEMENT REFERNCE NUMBER 2015-F7

The undersigned hereby accepts all the terms and conditions of Resolution No. 2015-______, and agrees that the same shall be binding upon undersigned and its successors and assigns.

Geneseo Communications

By: ______________________________

Name: ______________________________

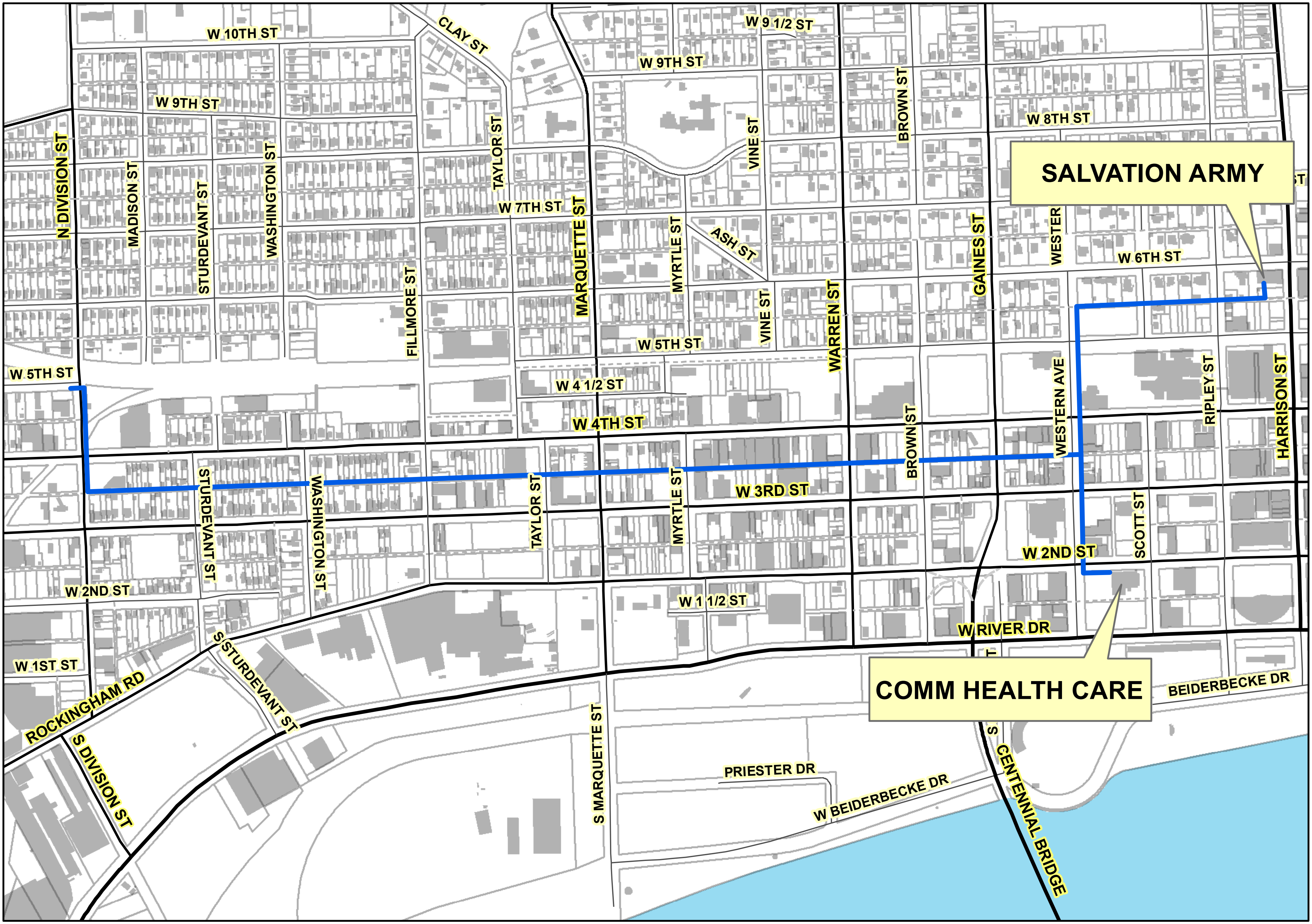
Title: ______________________________

STATE OF ________________)
) SS:
COUNTY OF ______________)

On this _______ day of _______, 2015, before me, the undersigned notary public, personally appeared _______________________, known to me to be the ________________________ of Geneseo Communications and the person whose name is subscribed to the fore-going instrument and acknowledged that he/she is duly authorized to execute such agreements on behalf of Iowa Health System and to commit Geneseo Communications 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.

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

____
Notary Public



Proposed Fiber Optic Route

2015 - F7

Map Date: 6/8/15

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Zach Peterson; (563) 328-6709
Wards: 3,6,7 & 8

Subject:
Resolution approving the Plans, Specifications, Form of Contract and Estimated Cost for Complete Streets Striping Project Phase I, FY2015 CIP Project #10151 funded with $200,000 of GO Bonds and augmented by FY16 local option sales tax funds. *[Wards 3,6,7 & 8]*

Recommendation:
Approve the Resolution.

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

Background:
In accordance with the recommendations of the Street Network and Bicycle Plan elements of the Davenport In Motion Plan, this project will implement the following complete street striping plans:

1. Marquette Street between Duck Creek Parkway and W. 46th St. (S-61/B-7).
2. Jersey Ridge Road between E. Kimberly Road and Jersey Meadows Drive (S-62/B-14).
3. W. 3rd and 4th Streets between Telegraph Road and Marquette Street. (DS-17/B-17).
4. Tremont Avenue between E. 46th Street and Veterans Memorial Parkway (S51/B-41).
5. 46th Street between Marquette Street and Tremont Avenue (S-64/B-24).

These five projects were selected for implementation based upon their priority ranking in the Davenport In-Motion recommendations and are recommended by the Sustainable Environmental Methods and Technological Advisory Committee in the minutes of their March 19, 2015 meeting.

Project design and development of project plans and specifications was completed by Engineering Division staff. Project management will be administered by Public Works staff. The project letting is proposed for August, 2015.

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_Complete streets pg2
Exhibit	2015-07-01-CC-Attachment

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No.____________

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the Plans, Specifications, Form of Contract and Estimated Cost for Complete Streets Striping Project Phase I, FY2015 CIP Project #10151 funded with $200,000 of GO Bonds and augmented by FY16 local option sales tax funds.

WHEREAS, on the 8th day of July, 2015, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Complete Streets Striping Project, Phase I within the City of Davenport, Iowa; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for Complete Streets Striping Project, Phase I.

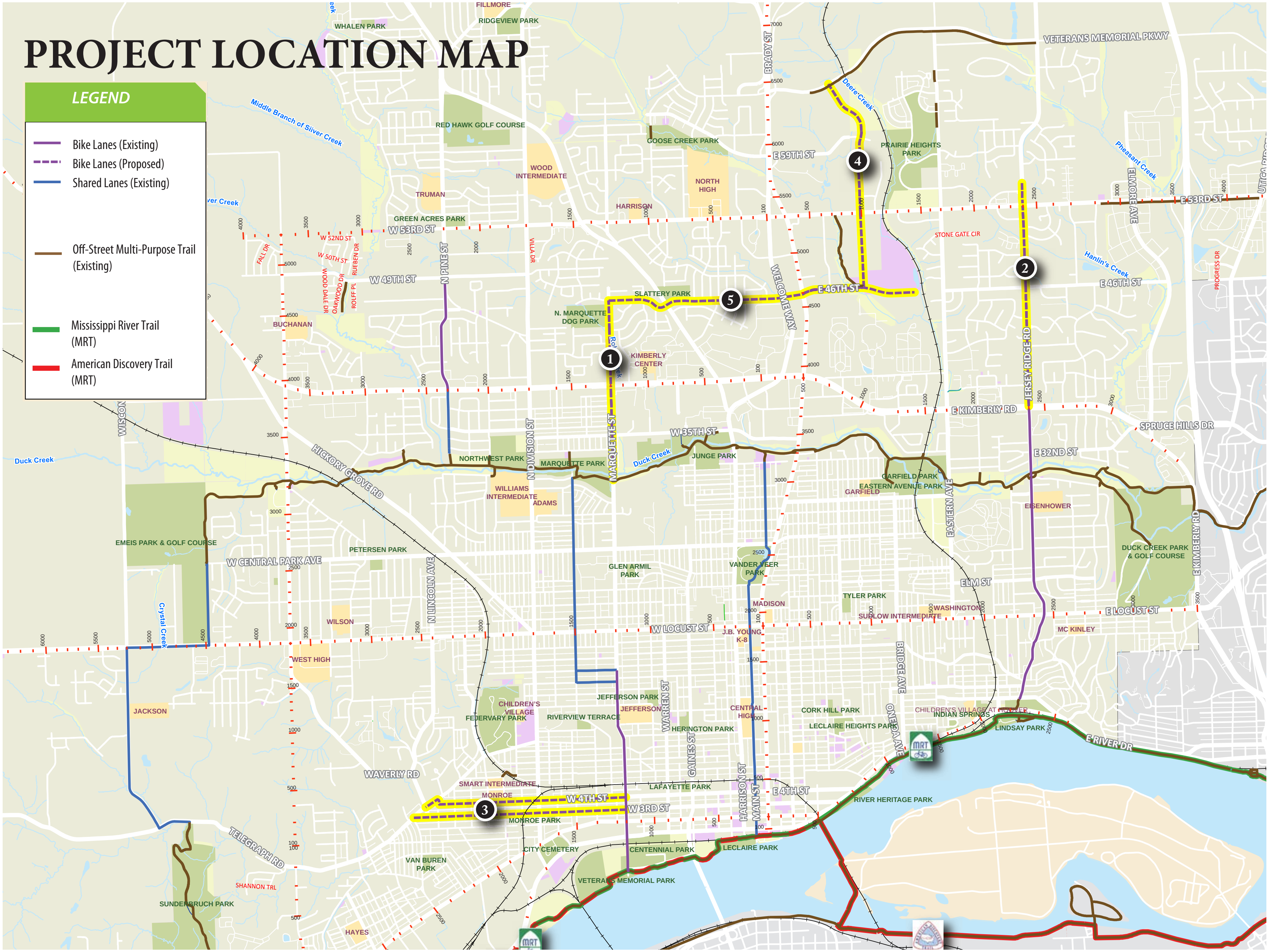
Passed and approved this 8th day of July, 2015.

Approved: Attest:

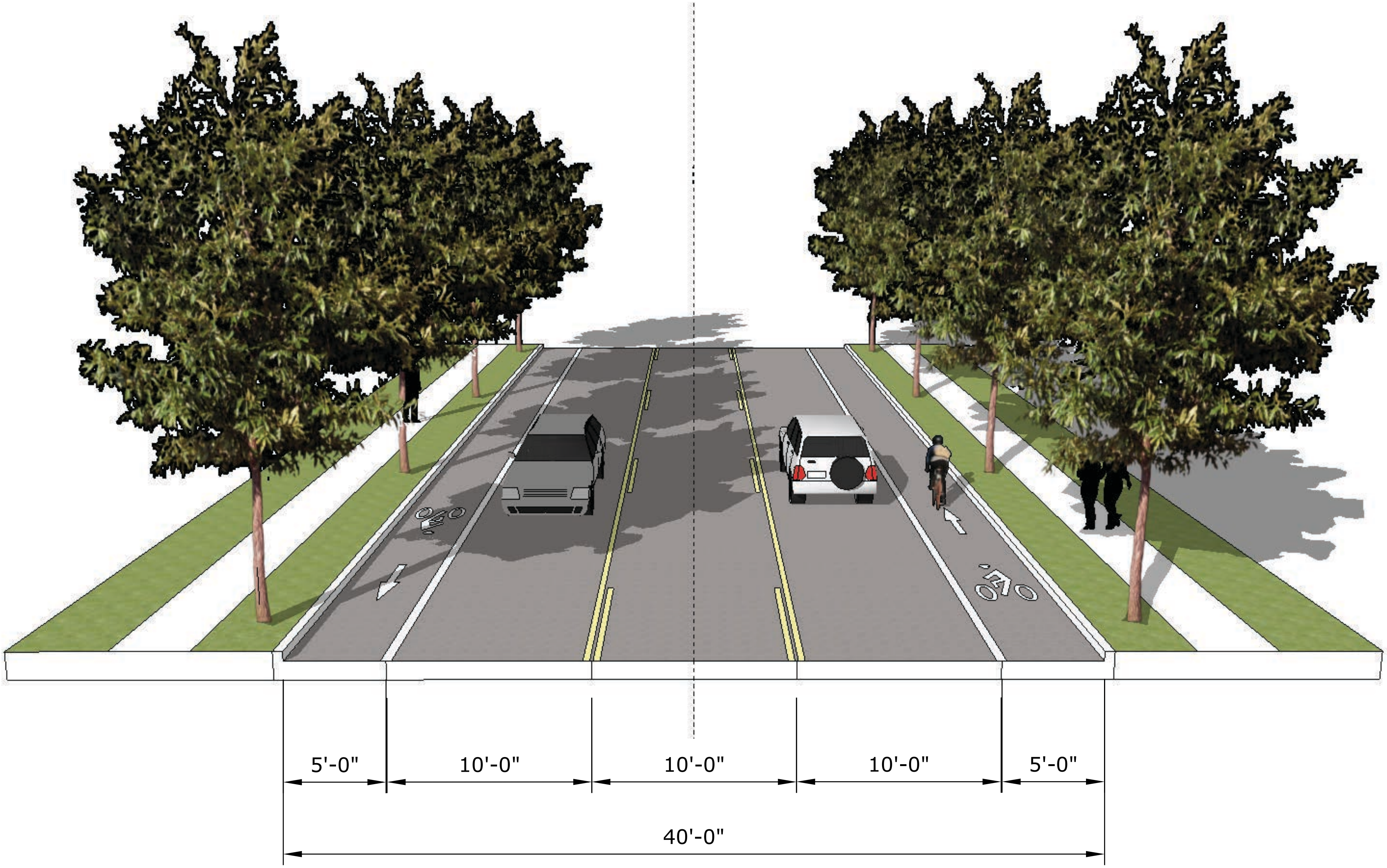
______________________________ ______________________________

William E. Gluba, Mayor Jackie E. Holecek, Deputy City Clerk

PROJECT LOCATION MAP

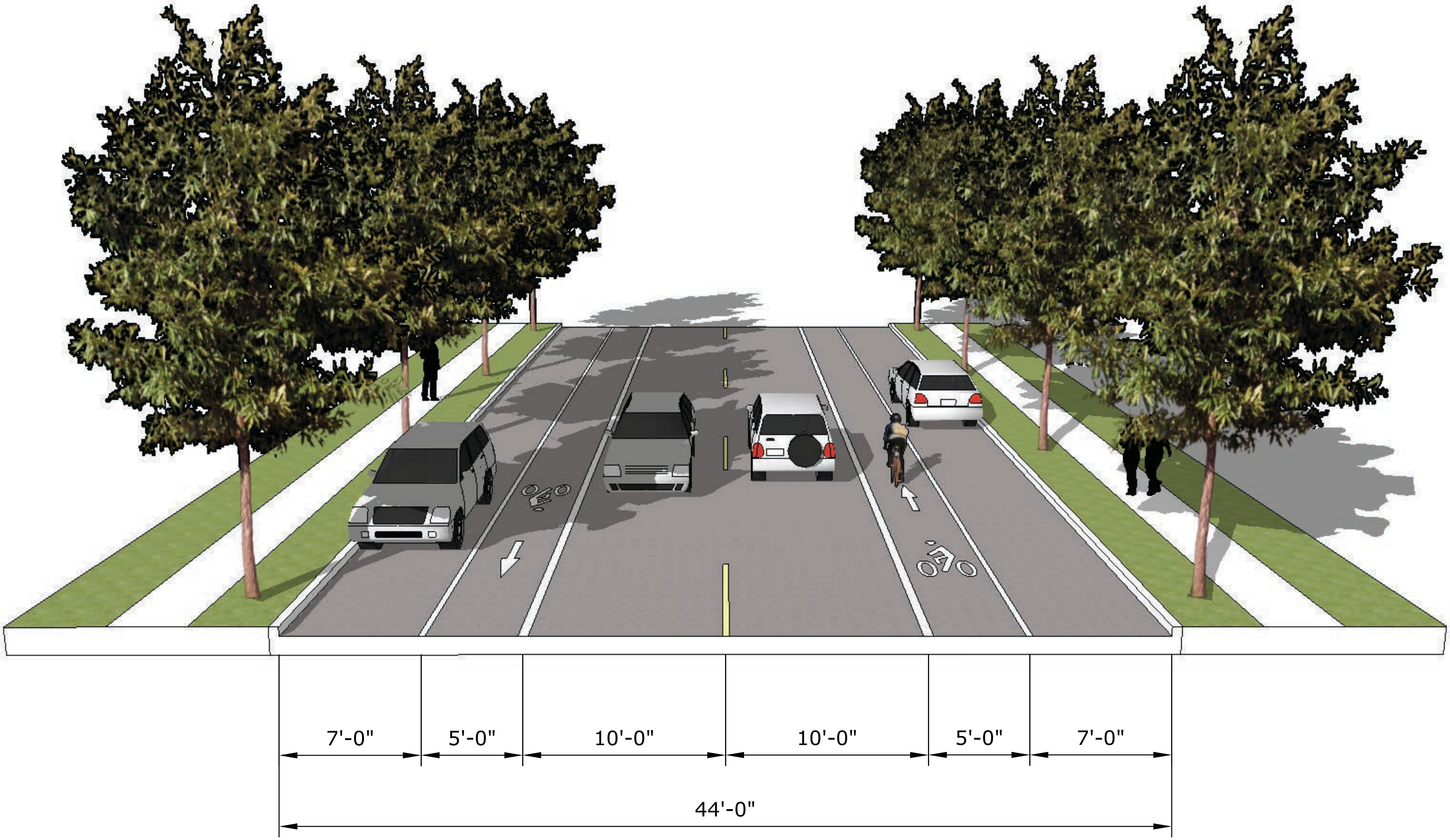


PROJECT 1 - Typical Cross Section
Marquette Street from Duck Creek Parkway to W. Kimberly Road



Note: The road cross-section north of W. Kimberly Road increases to 44' wide.

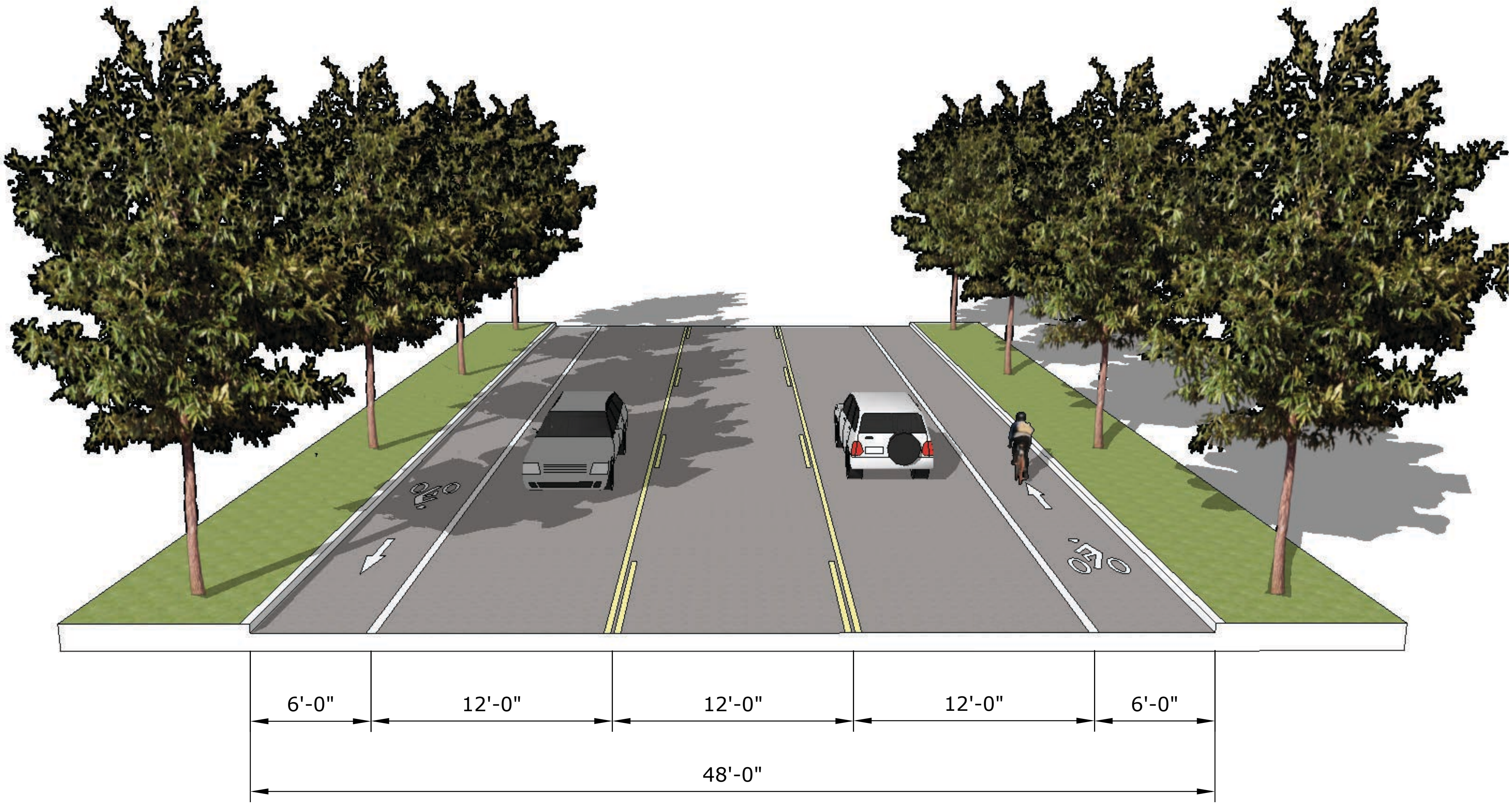
PROJECT 1 - Typical Cross Section
Marquette Street from W. 41st St. to W. 46th St.



RECOMMENDED MODIFICATION

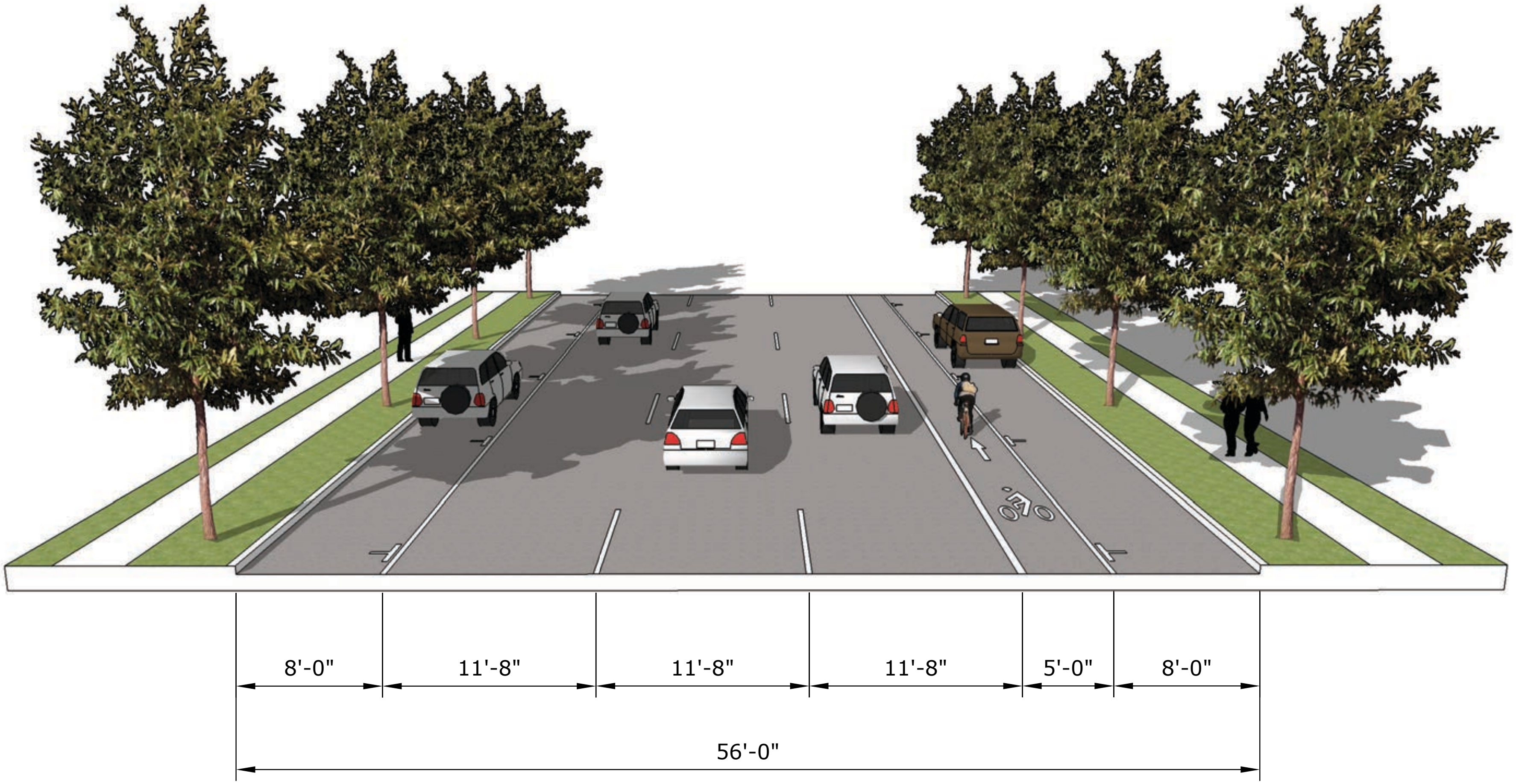
With the newly developed North Marquette Dog Park, the predominately residential character and low traffic volume of those areas north of W. 41st St., it is recommended to transition to the above cross section to provide parking opportunities for neighborhood residents and dog park patrons.

PROJECT 2 - Typical Cross Section
Jersey Ridge Rd. from E. Kimberly Rd. to Jersey Meadows Dr.



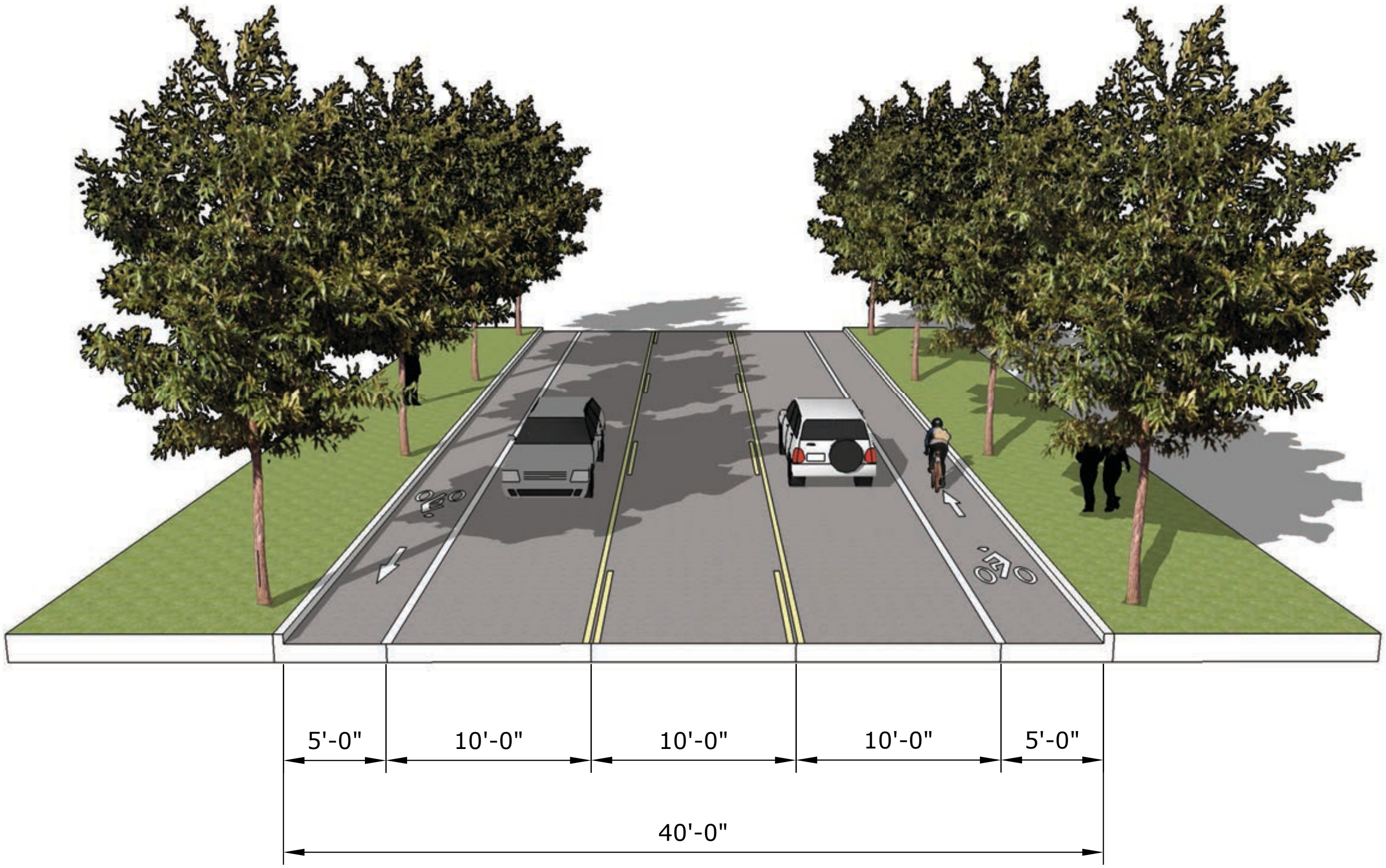
Note: The Jersey Ridge conversion will need to terminate at Jersey Meadows Drive until a future time when the remaining segment of travel lanes to Veterans Memorial Parkway are completed.

PROJECT 3 - Typical Cross Section:
W. 3rd & 4th Streets from Telegraph Rd. to Marquette St.



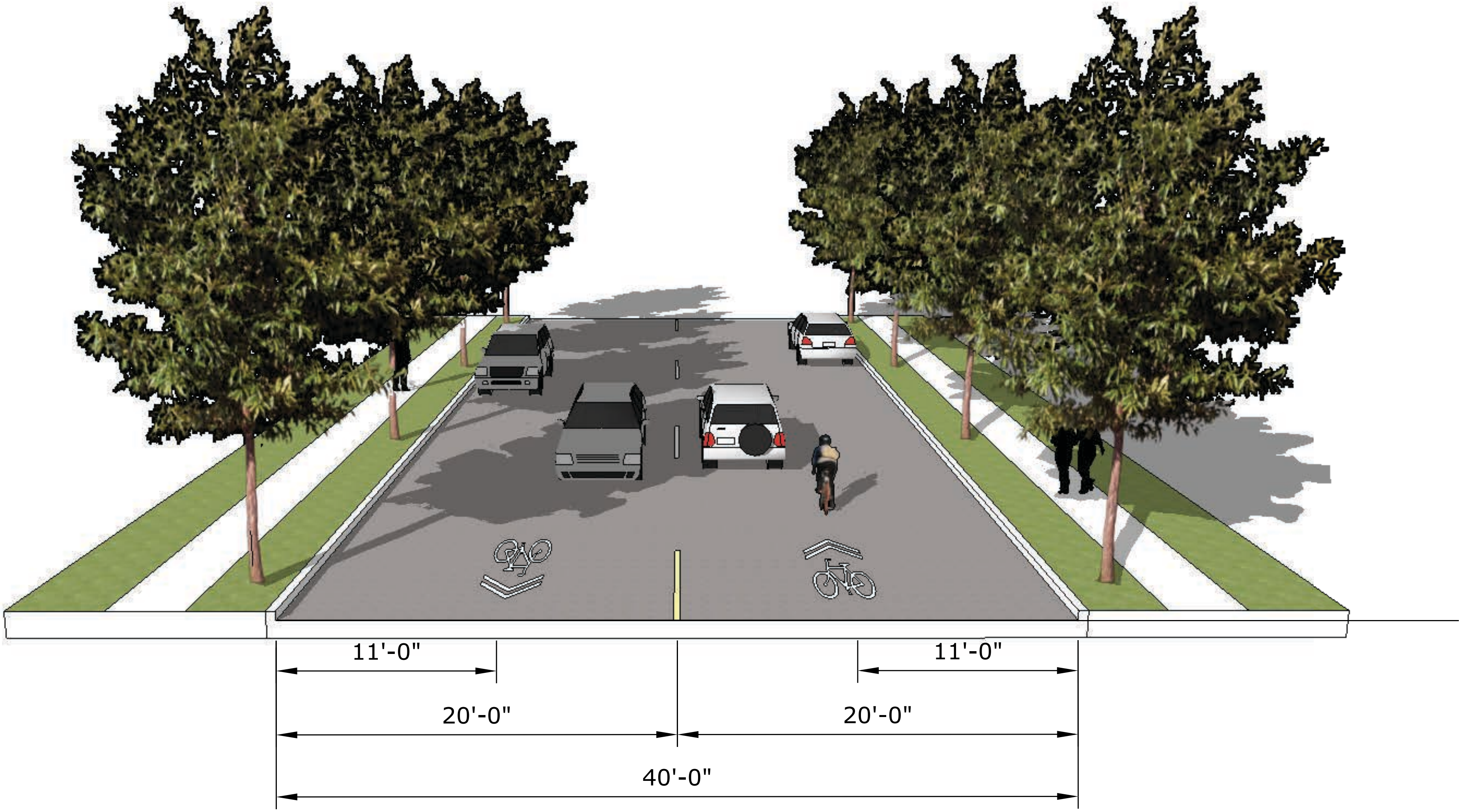
Phase I incorporates a reduction of lane widths and the addition of a dedicated bike lane in the direction of traffic. On-street parking spaces are delineated for clarification that parking lanes are not to be utilized as additional travel lanes. Dashed lane demarcation striping is temporarily placed pending transition to future 2-way conversion.

PROJECT 4 - Typical Cross Section
Tremont Avenue from E. 46th St. to Veterans Memorial Pkwy.

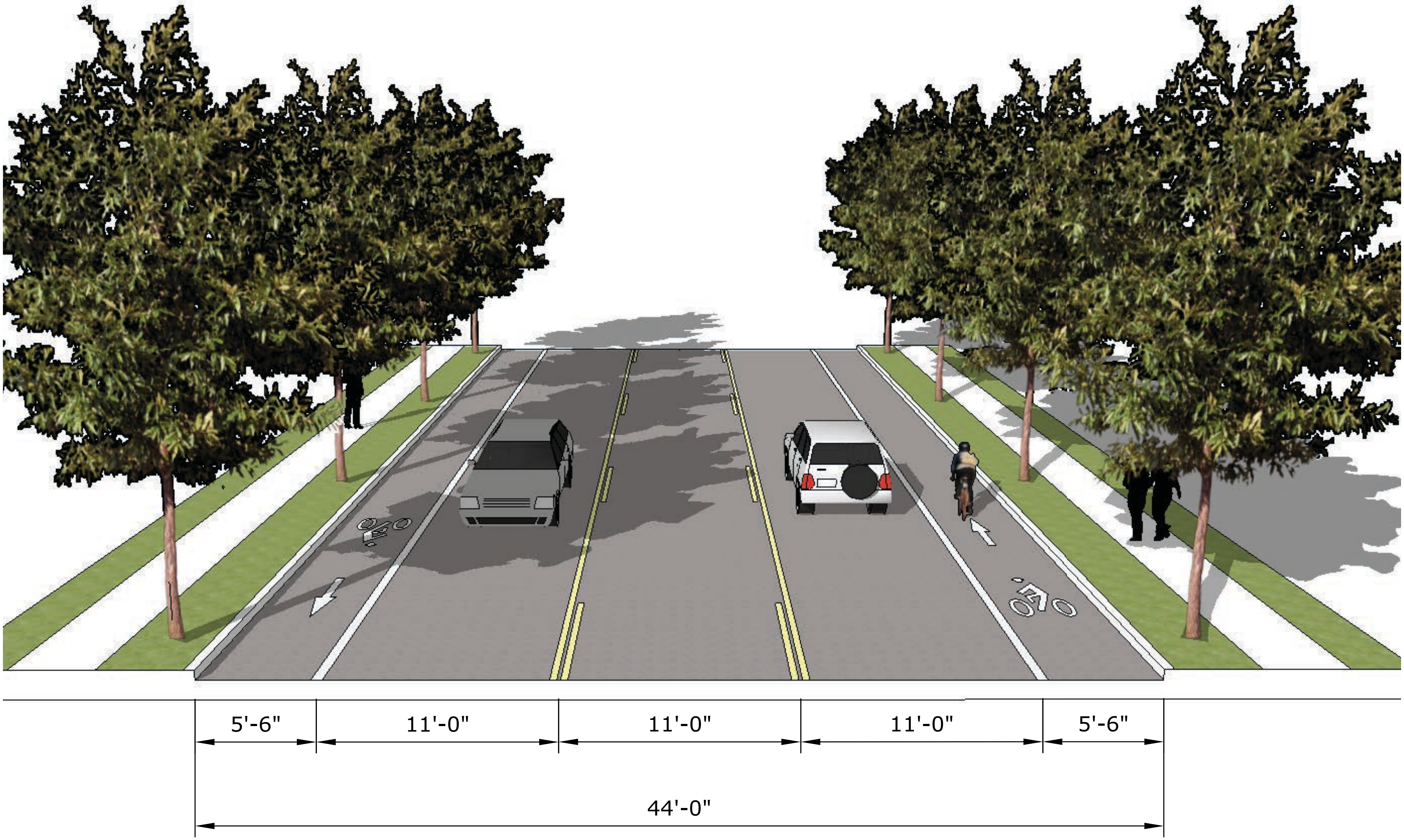


Sidewalks along Tremont Ave. are sporadic and non-contiguous. Implementing bike lanes in this location will have the added benefit of providing dedicated space for modal transportation choice in a segment of the city that is entirely auto-dependent.

PROJECT 5 - Typical Cross Section
W. 46th St. from Marquette St. to Welcome Way



PROJECT 5 - Typical Cross Section
E. 46th St. from Brady St. to Tremont Ave. @ Public Works Facility



City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works	**7/1/2015**
Contact Info: Tom Leabhart (563) 327-5155	
Wards: All	

Subject:
Resolution Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Fiscal Year 2015 Manhole Rehabilitation Program. FY15 CIP Project #10144 and FY16 CIP #30008 funded at $1,400,000 in bonds abated by sewer funds. *[All Wards]*

Recommendation:
Pass the resolution.

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

Background:
Many of the manholes of the sanitary collection system are structurally deficient and allow for inflow and infiltration. Rehabilitation is needed to address these issues to further comply with the IDNR Administrative Consent Order. This program includes various strategies such as cured-in-place manhole lining, spray-applied materials, casting and adjusting ring replacement, chimney seals and total manhole replacement.

This program is a combined effort by the Sewer and Engineering Divisions of the Public Works Department. Sewers are selected by the Sewer Division based on manhole inspections/assessments and completed I & I studies recommendations.

Program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering Division Staff. The program letting is proposed for July, 2015.

Funds for the FY2015 Manhole Rehabilitation Program are budgeted in CIP's #10144 and #30008 for a total of $1,400,000.

ATTACHMENTS:

Type	Description
Backup Material	PW_RES_PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR FY 2015 MANHOLE REHABILITATION PROGRAM
Resolution Letter	PW_RES_Manhole Rehabilitation Pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

MEMORANDUM

Date: June 22, 2015

To: Jackie Holecek, Deputy City Clerk

From: Tom Leabhart, P.E., Chief of Design

Re: **FY2015 Manhole Rehabilitation Program**

The following enclosed documents that pertain to the referenced construction project must be filed in your office prior to their approval by the Council:

1. Plans (data sheets)
2. Specifications
3. Form of Contract
4. The estimated cost is $1,221,750

Please file them accordingly. Thank you.

Cc: Brian Schadt, P.E., City Engineer
file

Resolution No.____________

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION Approving the Plans, Specifications, Form of Contract, and Estimated Cost for the Fiscal Year 2015 Manhole Rehabilitation Program. FY15 CIP Project #10144 and FY16 CIP #30008 funded at $1,400,000 in bonds abated by sewer funds.

WHEREAS, on the 22nd day of June, 2015, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Fiscal Year 2015 Manhole Rehabilitation Program within the City of Davenport, Iowa; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said Fiscal Year 2015 Manhole Rehabilitation Program.

Passed and approved this 8th day of July, 2015.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Ron Hocker; (563) 327-5159
Wards: All

Subject:
Resolution exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hagerty Earthworks, LLC, of Muscatine, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001. *[All Wards]*

Recommendation:
Pass the resolution

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities

Background:
This program is to repair damages to sewer infrastructure by contract.

Design of the sewer repairs and program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering Division Staff.

Three bids were received on June 6, 2014 at 2:00 PM, and the second year bids ranged from a low of $244,750.00 to a high of $399,620.00. The two low bidders were Hagerty Earthworks of Muscatine, Iowa at $244,750.00 and Hometown Plumbing & Heating Company of Davenport, Iowa at $346,789.00. A bid tabulation sheet is attached.

This project was bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. The two lowest bidders will enter into annual contracts with the City with an option for a one year contract extension. Work will be assigned to the Contractors on a rotating basis.

Contracts will be guaranteed in the amount of $250,000 for each contractor with a maximum contract value of $1,250,000. Funds for the FY2016 Contract Sewer Repair Program are budgeted in CIP #30002 at $1,250,000 and in CIP#33001 at $250,000.

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_Hagerty pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No._____________

Resolution offered by Alderman Ambrose

RESOLUTION exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hagerty Earthworks, LLC, of Muscatine, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001.

WHEREAS, the Fiscal Year 2015 Contract Sewer Repair Project was duly advertised and published according to state law, and

WHEREAS, such bids and subsequent contracts included a provision for a one-year extension, and

WHEREAS, the City desires to exercise the second year extension;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that the second year of the contract for the above-said work be awarded to Hagerty Earthworks, LLC of Muscatine, Iowa, in the amount of $250,000.00.

BE IT FURTHER RESOLVED: that the Mayor is hereby authorized and directed to sign said contract for and on behalf of the City of Davenport, Iowa.

BE IT FURTHER RESOLVED: that the Project Manager has the authority to increase quantities up to a total contract of $1,250,000, within the Capital Improvement Project budget constraints, upon approval of the Director of Public Works.

BE IT FURTHER RESOLVED: that, upon approval by City staff, the executed contract and bond are hereby approved.

Passed and approved this 8th day of July, 2015.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works	**7/1/2015**
Contact Info: Tom Leabhart; (563)327-5155	
Wards: All	

Subject:
Resolution approving change order number one of amendment number 3 to the Equalization Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer Inflow & Infiltration (I&I). Contract awarded to Veenstra & Kimm, Inc. in the amount of $68,143, CIP Project #02166. *[All Wards]*

Recommendation:
Pass the resolution.

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

Background:
The scope of work for amendment three includes Davenport Collection system sanitary sewer investigations throughout the City to review the structural condition of the sanitary sewers, look for illicit pipes and other inflow and infiltration sources and map pipe locations to update GIS database.

As a result of on-going field investigations and televising, change order number one requests additional televising for the Brady Street Storm Sewer to provide a detailed assessment of the infrastructure prior to resurfacing Brady Street scheduled for Fiscal Year 2016. Smoke testing to assess storm and sanitary cross connections at the airport and additional analysis for Birchwood and Harrison Street Sanitary Sewer Basins is included in this work. A copy of the proposed change order and maps are attached.

Current funding will support these additional investigations and assessments to address Inflow & Infiltration of the Sanitary Sewers and cross-connections to the Storm Sewer. This is a combined effort by the Sewer and Engineering Division of the Public Works Department.

Work Days Adjustment: None

SUMMARY OF CONTRACT AMOUNT:

Original Contract	$146,458.60
Previous Change Orders	$ None
This Change Order	$ 68,143.00

Amended Contract Amount: $214,601.60

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_V&K pg2
Backup Material	PW_RES_CHANGE ORDER NUMBER ONE EQ BASIN WET WEATHER IMPROVEMENTS AMENDMENT THREE

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No._____________

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving change order number one of amendment number 3 to the Equalization Basin/Wet Weather Improvements - Davenport Sanitary Collection Sewer Inflow & Infiltration (I&I). Contract awarded to Veenstra & Kimm, Inc. in the amount of $68,143, CIP Project #02166.

WHEREAS, the City of Davenport entered into a contract with Veenstra & Kimm, Inc. for EQ Basin/Wet Weather Improvements – Davenport Collection Sewer I & I;

WHEREAS, changes to the plans have become necessary due to on-going field investigations and additional work required;

WHEREAS, the Contractor will incur additional costs beyond the original contract due to these changes;

WHEREAS, the additional 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 Change Order Number One is hereby approved, and the Public Works Director is hereby authorized to execute said document.

Passed and approved this 8th day of July, 2015.

Approved:

____
William E. Gluba, Mayor

Attest:

____
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Public Works Department

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

CERTIFICATIONS

CITY ENGINEER ____________________ CIP MANAGEMENT ANALYST ____________
(Work is Required) (Funds are Available)

CHIEF OF CONSTRUCTION ______________ PUBLIC WORKS DIRECTOR ____________
(Work is Constructible) (Approval)

CONTRACTOR: Veenstra & Kimm
CONTRACTING COMPANY: Veenstra & Kimm, Inc.
ADDRESS: 1530 46th Avenue – Suite 2B
CITY, STATE, AND ZIP CODE: Moline, IL 61265-7019

PROJECT TITLE: Sanitary Sewer Equalization Basin – V & K Contract Amendment Three – Davenport Sanitary Collection Sewer I & I.
CHANGE ORDER #1
CIP # 02166
ORG #
OBJECT #

CHANGE ORDER DESCRIPTION:

1. Visu-Sewer, Inc. is working in Davenport and has completed the sanitary sewer cleaning and televising for Brady Street. The storm sewer has known problems and televising would enable a detailed conditions assessment. After the assessment a decision can be made on repairs or replacement and associated costs. Approximately 6,459 feet of storm sewer from High Street to East River Drive will be cleaned and televised. All labor, materials and traffic control are included. Drawings 1, 2 and 3 show the storm sewers to be televised. The Change Order also includes smoke testing at Davenport Airport to find sanitary and storm cross connections as well as associated work in the Birchwood and Harrison Street basins.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 146,458.60	
Previous Change Orders	$ None	
<u>This Change Order</u>	<u>$ 68,143.00</u>	(See attachment for breakdown)
Amended Contract Amount:	<u>$ 214,601.60</u>	

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

Recommend/Approved: ______________________ Date: 6/1/2015
Contractor

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

Recommend/Approved: ______________________ Date: ____________
(Up to $25,000) Craig Malin, City Administrator

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

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

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

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

SANITARY SEWER EQUALIZATION BASIN
AMENDMENT 3 – SANITARY COLLECTION SEWER I&I
CHANGE ORDER 1
ATTACHMENT

BRADY STREET STORM SEWER
COST BREAKDOWN

• TV Inspection and Light Cleaning with Jet (1-2 passes) 6,459 ft at $4.45/ft	$28,743	
• Heavy Clean – budget 40 hours at $285/hr	11,400	
• Veenstra & Kimm, Inc. Inspection – 80 hours at $75/hr	6,000	
• Veenstra & Kimm, Inc. Report – hourly	5,000	
Subtotal		+ $51,143
• Davenport Airport Smoke Testing	2,000	
Subtotal		+ $ 2,000
• Birchwood Area Sanitary and Storm Sewer Cleaning and Televising	$20,000	
• Harrison Street Storm Sewer Cleaning and Televising	11,000	
• 3rd to 5th/between Cedar & Pine Streets additional Storm and Sanitary	7,000	
• Savings for decreased hourly heavy cleaning	- 23,000	
Subtotal		+ $15,000
TOTAL		**+ $68,143**


Legend
2436'
Storm Pipe
BEE HIVE
1
INLET
SINGLE CATCH BASIN
DOUBLE CATCH BASIN
TRIPLE CATCH BASIN
FES INLET
Storm Manholes
Storm Outfall
Parcels
Feet
0 75 150 300
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MAIN ST
BRADY ST
PERRY ST
VIRGINIA AVE
PERSHING AVE
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KIRKWOOD BLVD
W 16TH ST
E 15TH ST
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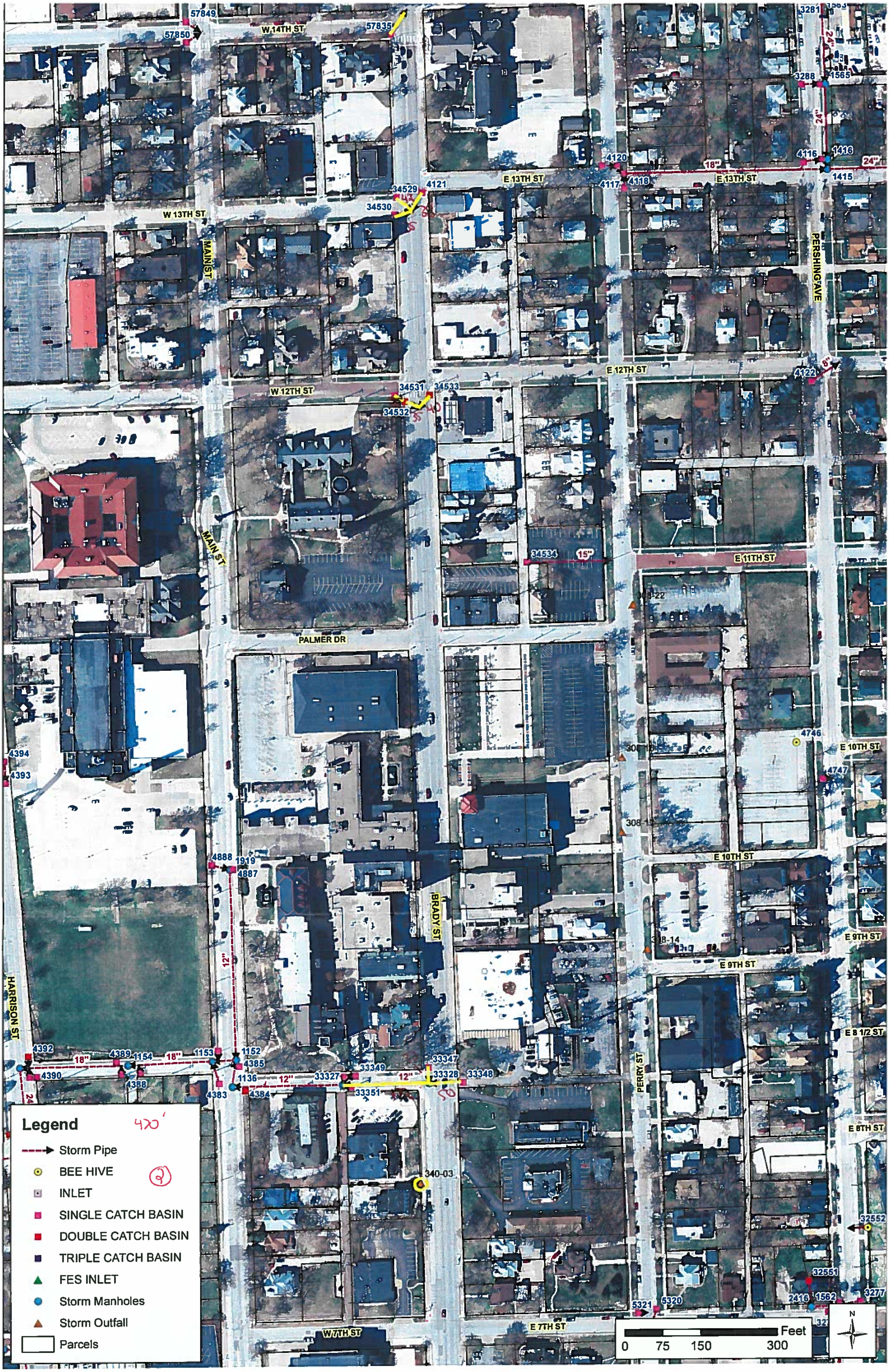
E 14TH ST



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18"
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4118
1415
4121
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34530
W 13TH ST
MAIN ST
PERSHING AVE
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4122
8"
W 12TH ST
34531
34533
34532
40
MAIN ST
34534
15"
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PALMER DR
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E 10TH ST
4747
4394
4393
E 10TH ST
4888
1919
4887
BRADY ST
12"
E 9TH ST
E 9TH ST
HARRISON ST
E 8 1/2 ST
4392
4389
1154
1153
1152
18"
18"
4390
4385
33347
33349
33327
33328
33348
1136
12"
12"
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4383
4384
33351
50
PERRY ST
E 8TH ST
Legend
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Storm Pipe
BEE HIVE
2
INLET
SINGLE CATCH BASIN
DOUBLE CATCH BASIN
TRIPLE CATCH BASIN
FES INLET
Storm Manholes
Storm Outfall
Parcels
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32551
5321
5320
2416
1562
3277
W 7TH ST
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Feet
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300
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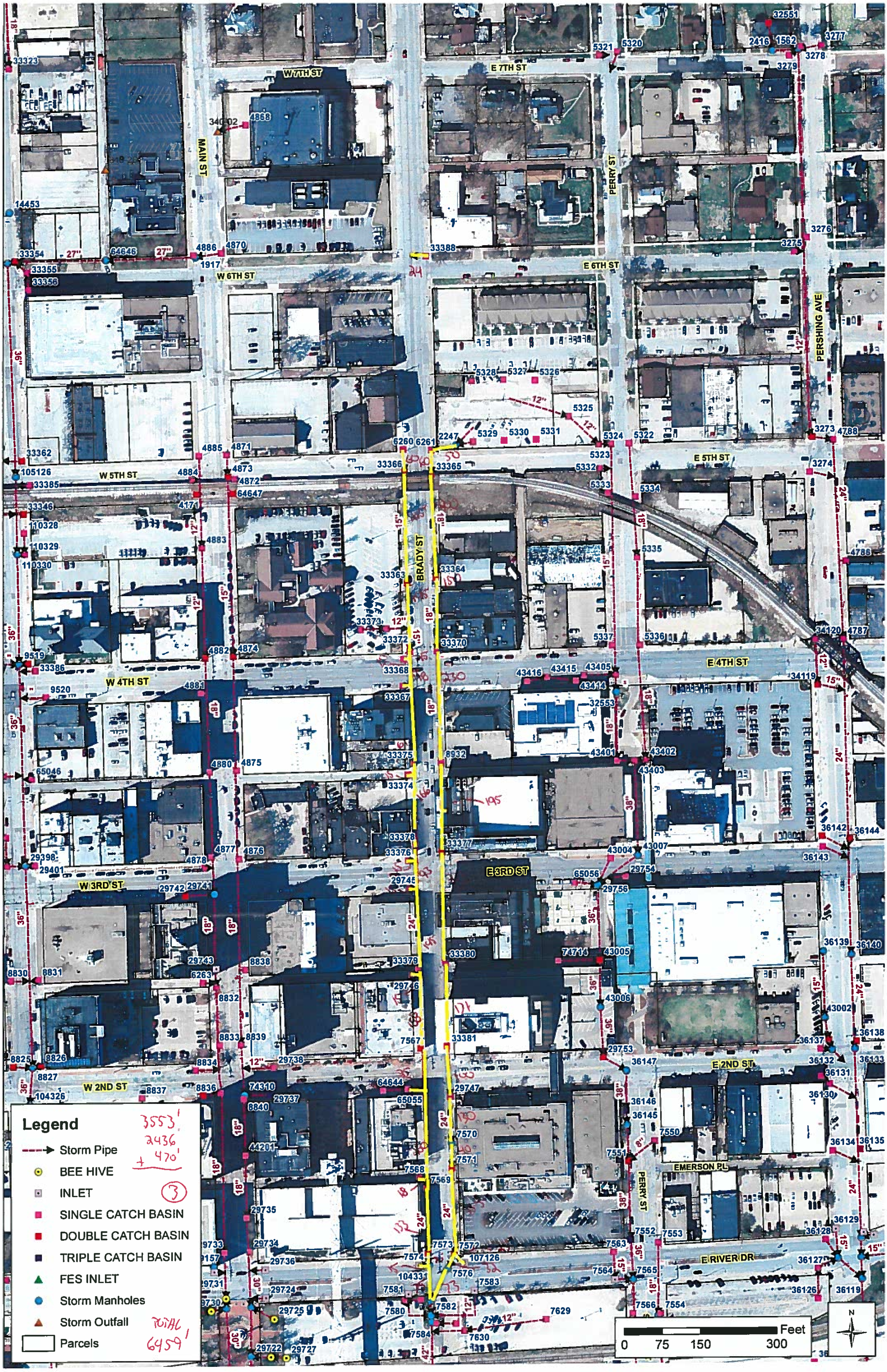

W 7TH ST
E 7TH ST
MAIN ST
PERRY ST
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PERSHING AVE
W 5TH ST
E 5TH ST
BRADY ST
W 4TH ST
E 4TH ST
W 3RD ST
E 3RD ST
W 2ND ST
E 2ND ST
EMERSON PL
E RIVER DR
Legend
Storm Pipe
BEE HIVE
INLET
SINGLE CATCH BASIN
DOUBLE CATCH BASIN
TRIPLE CATCH BASIN
FES INLET
Storm Manholes
Storm Outfall
Parcels
3553'
2436'
+ 470'
3
TOTAL 6459'
Feet
0 75 150 300
N

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Ron Hocker; (563) 327-5169
Wards: All

Subject:
Resolution exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hometown Plumbing & Heating of Davenport, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001. *[All Wards]*

Recommendation:
Pass the resolution

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities

Background:
This program is to repair damages to sewer infrastructure by contract.

Design of the sewer repairs and program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering Division Staff.

Three bids were received on June 6, 2014 at 2:00 PM, and the second year bids ranged from a low of $244,750.00 to a high of $399,620.00. The two low bidders were Hagerty Earthworks of Muscatine, Iowa at $244,750.00 and Hometown Plumbing & Heating Company of Davenport, Iowa at $346,789.00. A bid tabulation sheet is attached.

This project was bid as an Indefinite Quantity, Indefinite Delivery Task Order Contract. The two lowest bidders will enter into annual contracts with the City with an option for a one year contract extension. Work will be assigned to the Contractors on a rotating basis.

Contracts will be guaranteed in the amount of $250,000 for each contractor with a maximum contract value of $1,250,000. Funds for the FY2016 Contract Sewer Repair Program are budgeted in CIP #30002 at $1,250,000 and in CIP#33001 at $250,000.

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_Hometown pg2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No.____________

Resolution offered by Alderman Ambrose

RESOLUTION exercising the second year option to award a one year continuation of the Fiscal Year 2015 Contract Sewer Repair Program to Hometown Plumbing & Heating of Davenport, Iowa in the amount of $250,000 for Fiscal Year 2016, CIP Project #30002 and #33001.

WHEREAS, the Fiscal Year 2015 Contract Sewer Repair Project was duly advertised and published according to state law, and

WHEREAS, such bids and subsequent contracts included a provision for a one-year extension, and

WHEREAS, the City desires to exercise the second year extension;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that the second year of the contract for the above-said work be awarded to Hometown Plumbing & Heating of Davenport, Iowa, in the amount of $250,000.00.

BE IT FURTHER RESOLVED: that the Mayor is hereby authorized and directed to sign said contract for and on behalf of the City of Davenport, Iowa.

BE IT FURTHER RESOLVED: that the Project Manager has the authority to increase quantities up to a total contract of $1,250,000, within the Capital Improvement Project budget constraints, upon approval of the Director of Public Works.

BE IT FURTHER RESOLVED: that, upon approval by City staff, the executed contract and bond are hereby approved.

Passed and approved this 8th day of July, 2015.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Nick Schmuecker; (563) 327-5162
Wards: 3

Subject:
Resolution approving the plans, specifications, forms of contract and estimated cost for the FY2016 Marquette Street Sanitary Sewer Repair Project, CIP Project #10537. *[Ward 3]*

Recommendation:
Approve the resolution.

Relationship to Goals:
Upgraded City Infrastructure.

Background:
During a televised investigation the sanitary sewer from M-6 to M-2 were found to have structural issues and signs of inflow and infiltration.

The goal of the project is to slip line the existing sewer to correct these issues while minimizing surface impacts.

The project is scheduled to be bid yet this summer with construction completed by early fall 2015. Funding for the Marquette Street Sanitary Sewer Repair Project is established within CIP #10537. The current estimate is $500,000.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Joe Balge; (563) 327-5105
Wards: All

Subject:
Resolution approving change order number 1 to the construction contract with Langman Construction, Inc. for the Full Depth Patching Program; CIP Project #'s FY13 10401, FY14 10552 and FY15 10551. *[All Wards]*

Recommendation:
Approve the resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
A request for bids was issued on May 28, 2014 and was sent to 96 construction firms. On June 17, 2014, the Purchasing Division opened two bids. Langman Construction, Inc. was considered the lowest bidder and is recommended for the contract.

The Full Depth Patching Program will repair deteriorated concrete streets throughout the City. This contract also includes an $80,000 grant for use on State Routes. Contract administration will be performed by the Engineering Division. Council approved the agreement for the State work June 11th, 2014.

The contract is written for a possible second year option if the contractor performs acceptably during the first year.

On July 1st we will have three separate accounts for full depth patching. These accounts include the remaining funds left over in FY 2013, FY 2014 and what we have budgeted for FY 2015. The proposed contract with Langman Construction will consume the remaining funds in the FY 2013 account and a portion of FY 2014. We have included a second year option into the contract and should we choose to activate it the rest of the funds in FY 2014 & FY 2015 will be used. We have also set aside enough funding for our Street Division to purchase the materials needed to perform their full depth patching duties as well.

The contractor performed acceptably during the first year and was awarded the second year. Additional funding of $250,000 has been designated to be added to the contract using the existing contract pricing.

ATTACHMENTS:

Type	Description
Resolution Letter	PW_RES_FULL depth change order
Backup Material	PW_Change order

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No._____________

Resolution offered by Alderman Ambrose

Resolution approving change order number 1 to the construction contract with Langman Construction, Inc. for the Full Depth Patching Program; CIP Project #'s FY13 10401, FY14 10552 and FY15 10551.

WHEREAS, the City entered into a contract with Langman Construction, Inc. to perform full depth patching, and;

NOW, THEREFORE, BE IT MOVED by the Public Works Committee of the City of Davenport, Iowa: that the Change Order for additional funding for the Full Depth Patching Program is hereby approved.

BE IT FURTHER MOVED: that the Public Works Director is hereby authorized and directed to sign said change order for and on behalf of the City of Davenport, Iowa.

Passed and approved this 8th day of July, 2015.

Approved: Attest:

____
William E. Gluba, Mayor

____
Jackie E. Holecek, Deputy City Clerk

City of Davenport
Public Works Department

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

CERTIFICATIONS

CITY ENGINEER ____________________
(Work is Required)

CIP MANAGEMENT ANALYST ____________________
(Funds are Available)

CONSTRUCTION MGR ____________________
(Work is Constructible)

PUBLIC WORKS DIRECTOR ____________________
(Approval)

CONTRACTOR: Langman Construction, Inc.
ADDRESS: 220 34th Ave., Rock Island, IL 61201

PROJECT TITLE: **Full Depth Patching**
CIP #: 10552, ORG #: 72380694, OBJECT #: 530350

Description to Contractor
Considering the contract between the City of Davenport and your Company which covers the above referenced project, the following shall be **Change Order #1**

CHANGE ORDER DESCRIPTION:

An additional $250,000.00 will be added to the 2014-2016 Full Depth Patching Program. The current contract rates will continue to apply to work done with this additional funding. This $250,000 is in addition to the $500,000 added to the program by the City of Davenport for fiscal year 2016 and the $80,000 added by the City for State Route Full Depth Patching.

Total Cost: $250,000.00
Working Days Adjustment: n/a

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 680,000.00
Previous Additions to Contract	$ 580,000.00
This Change Order	$ 250,000.00
Amended Contract Amount:	$ 1,510,000.00

Recommend/Approved: Joe Balge — Date: 06/15/15
(Up to $5,000) Joe Balge P.E., Project Manager

Recommend/Approved: ____________________ Date: ____________
Contractor

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

Recommend/Approved: ____________________ Date: ____________
(Up to $25,000) Craig Malin, City Administrator

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

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

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

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

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Nick Schumecker 327-5162
Wards: 1, 2, & 4

Subject:
Motion to approve the contract for the Birchwood area parallel sewer project to Valley Construction Company of Rock Island, IL in the amount of $987,777. [Wards 1, 2, & 4]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially responsible City government.

Background:
A Request for Bid was issued on June 2, 2015 and was sent to 156 contractors. On June 24, 2015 the Purchasing Division opened and recieved 5 responsive and responsible bids. Valley Construction Company of Rock Island was the low bidder and is recommended for this contract.

Construction will consist of a 15 inch parallel relief sewer including both removal and replacement of existing pipe as well as paralleling an existing sewer.

The Public Hearing was held on May 20, 2015 and was passed at a subsequent meeting. Funding for this project is from CIP #01095. The source of funding is from the sale of sewer bonds.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works	**6/17/2015**
Contact Info: Nick Schmuecker; (563) 327-5162	
Wards: All	

Subject:
Motion approving change order #5 to VJ Engineering for the Credit Island Bridge Engineering services in the amount of $38,728.59; CIP Project #01817. *[All Wards]*

Recommendation:
Pass the motion.

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

Background:
The City of Davenport has entered into a contract with VJ Engineering for the design and construction services of the Credit Island Pedestrian Bridge Project. Construction of the bridge has been completed. The consultant encountered extra work as detailed in the attached amendment and change order.

Summary of contract amount:

Original Contract:	$288,107.46
Previous Change Orders:	$ 36,124.50
Change Order #5:	$ 38,728.59
Amended Contract Amount:	$362,960.55

Current funding allows for this change order and amendment. The amendment is eligible for the project federal aid grant participation up to 80%, $30,982.87, and 20%, $7,745.72, funded by the City of Davenport . Upon approval of this motion the Public Works Director is hereby authorized to execute said document.

ATTACHMENTS:

Type	Description
Backup Material	VJ Change Order #5
Backup Material	VJ Amendment #5

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 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)

CONTRACTOR: NA
CONTRACTING COMPANY: VJ Engineering
ADDRESS: 2570 Holiday Road
CITY, STATE, AND ZIP CODE: Coralville, IA 52241

PROJECT TITLE: Credit Island Pedestrian Bridge
CHANGE ORDER #5
CIP # 1817
ORG # 741806689
OBJECT # 530 350

CHANGE ORDER DESCRIPTION:

1. During the course of the project several changes were made resulting in extra work by the consultant. Three factors are detailed in amendment five which pertains to the change order. They are time schedule change, substantial scope of service summary change and substantial character of servicechanges.

Cost: $38,728.59
Working Days Adjustment: None

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 288,107.46
Previous Change Orders	$ 36,124.50
This Change Order	$ 38,728.59
Amended Contract Amount:	$ 362,960.55

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

Recommend/Approved: ______________________________________ Date: ______________________
Contractor

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

Recommend/Approved: ______________________________________ Date: ______________________
(Up to $25,000) Craig Malin, City Administrator

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

Required: Green Sheet Motion to Approve   Council Meeting Date: June 17, 2015

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

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

vj engineering
2570 holiday rd., ste 10
coralville, iowa 52241
ph: (319) 338-4939 fax: (319) 338-9457
civil – structural - environmental – surveying

June 3, 2015

Tom Leabhart
City of Davenport
1200 East 46th Street
Davenport, Iowa 52807

Re: Credit Island Pedestrian Bridge Project
VJ Engineering Consultant Professional Services Agreement (PSA)
Summary of Design Phase 'Extra Work' Performed at the direction of the Owner

Dear Mr. Wazny:

Please consider this letter as an amendment (fifth) to our Consultant Contract for the above mentioned project dated April 9, 2008.

In previous notifications to the City of Davenport, VJ Engineering has alerted the Owner that its actual Consultant costs will exceed the estimated actual costs. Per your request (summarized below), we are providing detailed information to establish that VJ Engineering has been directed to perform work beyond the scope of the Professional Services Agreement for this project.

Text of Gene Hellige's email dated 6/7/12:

The Professional Services Agreement for this project allows adjustment of the Maximum Amount Payable only if the consultant establishes that there is a substantial change in the scope, character or complexity of the services and the client agrees, and the IDOT and FHWA concur. I have not seen, in the information provided to date, that there is sufficient evidence to allow an adjustment in the Maximum Amount Payable. If you can provide information to establish a substantial change in the scope, character, or complexity, please do so, and we can amend the contract amount accordingly.

Per the Professional Services Agreement:

3.1.1.1 Fees.

The fixed fee amount will not be changed ***unless there is a substantial change in scope, character, or complexity of the services covered by this Agreement or the time schedule is changed by the Owner.*** *Any change in the fixed fee amount will be made by a Supplemental Agreement or Extra Work Order.*

VJ Engineering is of the opinion that we have been directed to perform work beyond the scope of the original agreement. This constitutes 'Extra Work' for the Consultant. Per the PSA, the Owner will provide extra compensation to the Consultant upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. VJ's prior lump sum amendment requests were denied by the City Engineer of Davenport on 3/7/2012 & 6/7/2012 upon the request for additional information.

Per your request, we are providing information to summarize that, at the direction of the Owner, each of the following individual factors constituted 'Extra Work' for VJ Engineering. In addition, we clarify and quantify each factor's individual basis effect on the time schedule and actual cost of this project per the definition of the PSA. We ask that this request for 'Extra Work' compensation be submitted to IDOT and FHWA for their review and concurrence immediately.

'Extra Work' Factor #1 – Time Schedule changed by the Owner

Per the Professional Services Agreement:

1.4 ***Time Parameters***

1.4.1 *Date to Proceed:* ***Consultant*** *is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner.*

1.4.2 *Preliminary design plans including type/size/location for all structures (preliminary design) [and detail elements for a design public hearing and construction right-of-way needs] shall be completed and accepted on or before July 15, 2008 or 90 calendar days after receiving the notice to proceed (whichever is greater).*

1.4.3 *The* ***Consultant*** *shall not begin final design activities until after the* ***Owner*** *has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the* ***Owner*** *will provide the* ***Consultant*** *notice to proceed with final design activities.*

1.4.4 *Final design, contract plans and specifications and estimates shall be completed and accepted on or before November 4, 2008 or 90 calendar days after receiving the notice to proceed with final design (whichever is greater).*

Original 2008 Professional Services Agreement
Project Time Schedule Breakdown

Design Phase Milestones	Original Schedule Date	# Days post Award
VJ Contract let date:	April 9, 2008	-
Preliminary design due date:	July 15, 2008	97
Final design due date:	November 4, 2008	209
Proposed bid letting date:	January 19, 2009	285
Proposed G.C. contract let date*:	January 25, 2009	291
Actual G.C. contract let date*:	July 25, 2011	*1,202*

Therefore,

- 911 additional days (equaling 2 ½ years) were added to the contract Design Phase.
- 911 additional days amounts to 413% of the original design phase project schedule.
- 413% of the original time schedule is substantial change.

The substantial extension of the project schedule resulted from several owner directed scope of service changes. Throughout this project's evolution, VJ Engineering completed all Owner and IDOT requested design revisions timely and provided requested document sets at changing schedule deadlines without incident or budgetary concern. It can be deduced that in absence of time schedule scope changes, VJ Engineering would have completed the project design phase at or under the proposed budget.

Regardless, a substantial time schedule change by the Owner constitutes a substantial change in the scope of the project for the Consultant. Thus, 'Extra Work'. AND thereby, extra compensation to the Consultant from the Owner per the PSA.

<u>'Extra Work' Factor #2</u> – Substantial scope of service summary of changes

The original Design phase deliverable required by the Professional Services Agreement was for VJ Engineering to:

1. *Prepare detail plans, specifications, contract documents and engineer's estimate required for Iowa DOT formal letting.*

VJ Engineering prepared *three separate and complete document sets for Iowa DOT formal lettings* at the request of the Owner. Three separate and complete Iowa DOT formal letting document sets were not in the original scope of services.

Therefore, preparing 300% of the original required document sets is a substantial scope change.

<u>'Extra Work' Factor #3</u> – Substantial character of service change: Inflation

As discussed previously in Factor #1, there exists substantial time increase to the project schedule. While additional time has a cost effect in itself, inflationary cost increases resulting from time schedule delays have been substantial.

- VJ Engineering's Preliminary Engineering (PE) services consultant contract with the City of Davenport was $126,184.66 in 2008 labor rates.
- VJ Engineering's Construction Engineering (CE) services consultant contract with the City of Davenport was $126,184.66 in 2008 labor rates.
- 1,202 days (3.3 years) passed after VJ's Professional Services Agreement was let until Construction Administration BEGAN in 2011. This was 911 days (2.5 years) later than the original projected commencement date.
- During this 2.5 years of time passage, VJ Engineering's labor rates have increased and VJ's Indirect Cost Factor (Overhead Rate) have increased. Using the Iowa DOT billing formula, the attached spreadsheets show annual adjustments to VJ Engineering's project invoices.
- The City of Davenport – Engineering department has acknowledged acceptance of VJ's request for inflationary adjustments to the Consultant contract via email and ongoing discussions.

VJ Engineering's net increases for inflationary adjustments total $38,728.59. Please refer to the attached spreadsheet breakdown of rate increases.

We look forward to continuing to work with you on this project. Please feel free to contact me at any time as we move forward.

Sincerely,

Mark Schuchard, PE
Project Manager
mschuchard@vjengineering.com

Accepted: **City of Davenport**
Signed: ____________________
Name (printed): ____________________
Title: ____________________
Date: ____________

Design Fees

I. Direct Labor Costs

Employee Classification	2008 Rates	2009 Rates	2010 Rates	2011 Rates	2012 Rates	2013 Rates	2014 Rates
Structural Engineer (PE)	$31.65	$31.75	$32.90	$33.55	$33.75	$37.85	$37.85
Structural Engineer (EI)	$20.75	$20.75	$21.60	$22.00	$22.45	$23.00	$23.00
Staff Engineer (PE)	$32.00	$34.55	$34.65	$35.30	$36.00	$37.85	$37.85
Staff Engineer (EI)	$21.00	$21.00	$21.85	$22.30	$22.70	$23.00	$23.00
Project Manager	$32.00	$32.00	$33.30	$34.00	$34.60	$37.85	$37.85
Surveyor (LLS)	$31.50	$31.50	$32.75	$33.40	$34.10	$34.80	$34.80
Survey Technician	$18.25	$21.25	$22.10	$22.50	$23.00	$23.50	$23.50
Draftsman	$12.75	$15.00	$16.00	$16.30	$16.60	$17.00	$17.00
Civil Site Designer	$26.75	$34.00	$34.00	$34.70	$35.40	$36.10	$36.10
Clerical	$18.00	$18.00	$18.00	$18.40	$18.70	$19.00	$19.00
Construction Observer	$20.50	$22.00	$23.00	$24.00	$25.50	$26.25	$26.50
Overhead Rate	150%	155%	156%	156%	157%	155%	155%

DESIGN PHASE INVOICES w/ ANNUAL RATE ADJUST

Design Phase Fees

VJ Submitted Invoice

						2008					20		
I. Direct Labor Costs						VJ-613860	VJ-614047	VJ-614216	VJ-614538	VJ-614724	VJ-615481	VJ-616792	VJ-61717
Employee Classification	**Hours**	**2008 Rates**	**2009 Rates**	**2010 Rates**	**2008 Amount**	7/16/2008	8/5/2008	8/6/2008	8/27/2008	10/7/2008	3/24/2009	3/23/2009	6/16/2009
Structural Engineer (PE)	230.0	31.65	31.75	32.90	7,279.50	41.07	123.21		123.21		7,020.34	4,993.71	8,603.10
Structural Engineer (EI)	290.0	20.75	20.75	21.60	6,017.50		41.07		41.07		1,089.38	3,320.00	788.50
Staff Engineer (PE)	95.0	32.00	34.55	34.65	3,040.00						1,183.34	-	-
Staff Engineer (EI)	37.0	21.00	21.00	21.85	777.00		92.86				-	1,396.50	-
Project Manager	490.0	32.00	32.00	33.30	15,680.00	135.71	390.18		123.21		902.03	-	-
Surveyor (LLS)	84.0	31.50	31.50	32.75	2,646.00	60.71	787.50				1,228.50	1,307.25	-
Survey Technician	84.0	18.25	21.25	22.10	1,533.00		257.14	150.00			233.75	-	-
Draftsman	240.0	12.75	15.00	16.00	3,060.00						570.00	405.00	-
Civil Site Designer	190.0	26.75	34.00	34.00	5,082.50						-	-	-
Clerical	66.0	18.00	18.00	18.00	1,188.00	3.13					-	-	-
Direct Labor Total =					**$ 46,303.50**	**240.63**	**1,691.96**	**150.00**	**287.50**	**-**	**12,227.34**	**11,422.46**	**9,391.60**
II. Payroll Burden and Overhead Costs													
Indirect Cost Factor (Overhead Rate) =		150%	155%	156%	150%	150%	150%	150%	150%	150%	155%	155%	155%
Total Indirect Costs =					**$ 69,455.25**	360.94	2,537.95	225.00	431.25	-	**18,952.38**	**17,704.81**	**14,556.97**
III. Direct Project Expenses	**Quantity**	**2008 Rates**											
Copies (24 x 36, each) =	800	2.5			2,000.00								
Copies (8.5 x 11, each) =	6,000	0.25			1,500.00								
Mileage =	1,800	0.485			873.00								
Total Direct Expenses =					**$ 4,373.00**								
IV. Subconsultant Costs													
Architect (cost plus fixed fee) =					8,000.00					8,000.00	2,490.00		
Geotechnical Services (unit price) =					19,900.00					19,900.00			
Total Subconsultants =					**$ 27,900.00**								
V. Estimate Actual Costs (I + II + III + IV)					**$ 148,031.75**								
VI. Fixed Fee - Prime Only (% of I + II)		12%			**$ 13,891.05**	72.19	507.59	45.00	86.25	-	3,741.57	3,495.27	2,873.83
VII. Contingency - Prime Only (% of I + II + III		0%			**$ -**								
VIII. Total Estimated Cost (V + VI + VII)					**$ 161,922.80**	**673.75**	**4,737.50**	**420.00**	**805.00**	**27,900.00**	**37,411.28**	**32,622.54**	**26,822.40**
DIFFERENCE FROM 2008 RATE BASED INVOICE AMOUNT						-	-	-	-	-	**1,322.99**	**853.80**	**601.80**

Design Phase Fees

I. Direct Labor Costs

Employee Classification	Hours	2008 Rates	2009 Rates	2010 Rates	2008 Amount	S 09 VJ-61967 6/16/2009	VJ-62405 6/16/2009	VJ-62850 10/1/2009	2010 VJ-609099 10/13/2010	VJ-609299 11/17/2010	VJ-609528 12/22/2010	Totals
Structural Engineer (PE)	230.0	31.65	31.75	32.90	7,279.50	5,279.93	680.54	-	230.30	-	115.16	27,210.57
Structural Engineer (EI)	290.0	20.75	20.75	21.60	6,017.50	6,557.00	-	850.75	572.41	615.61	-	13,875.78
Staff Engineer (PE)	95.0	32.00	34.55	34.65	3,040.00	-	-	241.85	-	1,013.51	173.25	2,611.95
Staff Engineer (EI)	37.0	21.00	21.00	21.85	777.00	294.00	4,188.50	2,483.25	404.23	1,988.35	131.10	10,978.78
Project Manager	490.0	32.00	32.00	33.30	15,680.00	-	-	2,016.00	457.88	-	99.90	4,124.91
Surveyor (LLS)	84.0	31.50	31.50	32.75	2,646.00	-	630.00	-	-	-	-	4,013.96
Survey Technician	84.0	18.25	21.25	22.10	1,533.00	42.50	1,795.63	765.00	-	-	-	3,244.02
Draftsman	240.0	12.75	15.00	16.00	3,060.00	135.00	326.25	172.51	80.00	-	-	1,688.75
Civil Site Designer	190.0	26.75	34.00	34.00	5,082.50	-	-	918.00	153.01	-	-	1,071.01
Clerical	66.0	18.00	18.00	18.00	1,188.00	-	-	-	-	-	-	3.13
Direct Labor Total =					**$ 46,303.50**	**12,308.43**	**7,620.92**	**7,447.36**	**1,897.81**	**3,617.47**	**519.41**	**68,822.87**
II. Payroll Burden and Overhead Costs												
Indirect Cost Factor (Overhead Rate) =		150%	155%	156%	150%	155%	155%	155%	156%	156%	156%	
Total Indirect Costs =					**$ 69,455.25**	**19,078.07**	**11,812.43**	**11,543.40**	**2,960.59**	**5,643.25**	**810.27**	**106,617.30**
III. Direct Project Expenses	**Quantity**	**2008 Rates**										
Copies (24 x 36, each) =	800	2.5			2,000.00							
Copies (8.5 x 11, each) =	6,000	0.25			1,500.00							
Mileage =	1,800	0.485			873.00							
Total Direct Expenses =					**$ 4,373.00**							
IV. Subconsultant Costs												
Architect (cost plus fixed fee) =					8,000.00		950.00					11,440.00
Geotechnical Services (unit price) =					19,900.00							19,900.00
Total Subconsultants =					**$ 27,900.00**							-
V. Estimate Actual Costs (I + II + III + IV)					**$ 148,031.75**							-
VI. Fixed Fee - Prime Only (% of I + II)		12%			**$ 13,891.05**	3,766.38	2,446.00	2,278.89	583.01	1,111.29	159.56	21,166.82
VII. Contingency - Prime Only (% of I + II + III		0%			**$ -**							-
VIII. Total Estimated Cost (V + VI + VII)					**$ 161,922.80**	**35,152.88**	**22,829.35**	**21,269.65**	**5,441.41**	**10,372.00**	**1,489.24**	**227,946.99**
DIFFERENCE FROM 2008 RATE BASED INVOICE AMOUNT						**809.34**	**1,279.60**	**1,389.98**	**446.04**	**744.54**	**109.45**	**7,557.53**

= NET INCREASE DESIGN PHASE (PE)

CONSTRUCTION - VJ INVOICES ADJUSTED FOR ANNUAL

Construction Fees

I. Direct Labor Costs

bmitted Invoi bmitted Invoices

Employee Classification	Hours	2008 Rates	2012 Rates	2013 Rates	2014 Rates	2008 Amount	VJ-611988 6/12/2012	VJ-611987 6/28/2012	VJ-613686 4/8/2013	VJ-614214 7/9/2013	VJ-614069 4/10/2013	VJ-6615402 4/10/2014	VJ-614069 3/11/2014	VJ-6615917 9/4/2014	Totals
Structural Engineer (PE)	58.0	31.65	$33.75	$37.85	$37.85	1,835.70	675.00	-	-	-	-	-	-	881.19	1,556.19
Structural Engineer (EI)	55.0	20.75	$22.45	$23.00	$23.00	1,141.25	224.50	-	-	-	-	-	-	507.77	732.27
Staff Engineer (PE)	34.0	32.00	$36.00	$37.85	$37.85	1,088.00	-	396.00	-	2,081.75	-	-	-	516.56	2,994.31
Staff Engineer (EI)	34.0	21.00	$22.70	$23.00	$23.00	714.00	-	3,410.68	-	460.00	-	-	-	313.89	4,184.57
Project Manager	125.0	32.00	$34.60	$37.85	$37.85	4,000.00	692.00	13,148.00	1,774.22	-	1,573.14	1,249.05	147.85	1,899.11	20,483.37
Surveyor (LLS)	98.0	31.50	$34.10	$34.80	$34.80	3,087.00	-	1,568.60	-	208.80	-	-	-	1,368.92	3,146.32
Survey Technician	98.0	18.25	$23.00	$23.50	$23.50	1,788.50	-	1,443.25	-	114.28	-	-	-	924.42	2,481.95
Draftsman	-	12.75	$16.60	$17.00	$17.00	-	166.00	7,446.56	-	-	137.38	-	-	-	7,749.95
Construction Observer	1,270.0	20.50	$25.50	$26.25	$26.50	26,035.00	918.00	895.61	-	1,506.25	-	798.94	85.72	13,508.99	17,713.51
Clerical	50.0	18.00	$18.70	$19.00	$19.00	900.00	56.10	-	8.48	-	-	-	-	381.19	445.78
Direct Labor Total =						**$ 40,589.45**	**2,731.60**	**28,308.70**	**1,782.70**	**4,371.08**	**1,710.52**	**2,047.99**	**233.57**	**20,302.03**	**61,488.19**
			157%	155%	155%										
II. Payroll Burden and Overhead Costs															
Indirect Cost Factor (Overhead Rate) =						150%									
Total Indirect Costs =						**$ 60,884.18**	4,288.61	44,444.66	2,763.19	6,775.18	2,651.31	3,174.38	362.03	31,468.14	95,927.50
III. Direct Project Expenses	**Miles**	**2008 Rates**													
Mileage =	21,720	0.485				10,534.20	446.50	3,880.00							
Total Direct Expenses =						**$ 10,534.20**									
IV. Subconsultant Costs															
Architect (cost plus fixed fee) =						-									
Geotechnical Services (unit price) =						2,000.00								5,889.55	5,889.55
Total Subconsultants =						**$ 2,000.00**									
V. Estimate Actual Costs (I + II + III + IV)						**$ 114,007.83**									
VI. Fixed Fee - Prime Only (% of I + II)		12%				**$ 12,176.84**	842.43	8,730.40	545.51	1,337.55	523.42	626.68	71.47	6,212.42	18,889.88
VII. Contingency - Prime Only (% of I + I]		0%				**$ -**									
VIII. Total Estimated Cost (V + VI + VII)						**$ 126,184.66**									
Potential Difference in Construction Observation Fees							**8,309.14**	**85,363.77**	**5,091.39**	**12,483.81**	**4,885.25**	**5,849.05**	**667.07**	**63,872.13**	**182,195.12**
DIFFERENCE FROM 2008 RATE BASED INVOICE AMOUNT							**1,142.64**	**12,321.14**	**868.89**	**2,308.44**	**872.75**	**1,161.72**	**131.41**	**12,364.07**	**31,171.06**

NET INCREASE CONSTRUCT PHASE (CE)

2008 DESIGN PHASE RATES

Design Fees

	Hours / Quantity	2008 Rates	2008 Amount	Submitted Invoices								
				VJ-613860	VJ-614047	VJ-614216	VJ-614538	VJ-614724	VJ-615481	VJ-616792	VJ-61717	VJ-61967
I. Direct Labor Costs				7/16/2008	8/5/2008	8/6/2008	8/27/2008	10/7/2008	3/24/2009	3/23/2009	6/16/2009	6/16/2009
Employee Classification	**Hours**	**2008 Rates**	**2008 Amount**									
Structural Engineer (PE)	230.0	31.65	7,279.50	41.07	123.21		123.21		6,998.23	4,977.98	8,576.00	5,263.30
Structural Engineer (EI)	290.0	20.75	6,017.50		41.07		41.07		1,089.38	3,320.00	788.50	6,557.00
Staff Engineer (PE)	95.0	32.00	3,040.00						1,096.00			
Staff Engineer (EI)	37.0	21.00	777.00		92.86					1,396.50		294.00
Project Manager	490.0	32.00	15,680.00	135.71	390.18		123.21		902.03			
Surveyor (LLS)	84.0	31.50	2,646.00	60.71	787.50				1,228.50	1,307.25		
Survey Technician	84.0	18.25	1,533.00		257.14	150.00			200.75			36.50
Draftsman	240.0	12.75	3,060.00						484.50	344.25		114.75
Civil Site Designer	190.0	26.75	5,082.50									
Clerical	66.0	18.00	1,188.00	3.13								
Direct Labor Total =			**$ 46,303.50**	**240.63**	**1,691.96**	**150.00**	**287.50**	**-**	**11,999.39**	**11,345.98**	**9,364.50**	**12,265.55**
II. Payroll Burden and Overhead Costs												
Indirect Cost Factor (Overhead Rate) =			150%									
Total Indirect Costs =			**$ 69,455.25**	360.94	2,537.95	225.00	431.25	-	**17,999.09**	**17,018.97**	**14,046.75**	**18,398.33**
III. Direct Project Expenses	**Quantity**	**2008 Rates**										
Copies (24 x 36, each) =	800	2.5	2,000.00									
Copies (8.5 x 11, each) =	6,000	0.25	1,500.00									
Mileage =	1,800	0.485	873.00									
Total Direct Expenses =			**$ 4,373.00**									
IV. Subconsultant Costs												
Architect (cost plus fixed fee) =			8,000.00					8,000.00	2,490.00			
Geotechnical Services (unit price) =			19,900.00					19,900.00				
Total Subconsultants =			**$ 27,900.00**									
V. Estimate Actual Costs (I + II + III + IV)			**$ 148,031.75**									
VI. Fixed Fee - Prime Only (% of I + II)		12%	**$ 13,891.05**	72.19	507.59	45.00	86.25	-	3,599.82	3,403.79	2,809.35	3,679.67
VII. Contingency - Prime Only (% of I + II + III		0%	**$ -**									
VIII. Total Estimated Cost (V + VI + VII)			**$ 161,922.80**	**673.75**	**4,737.50**	**420.00**	**805.00**	**27,900.00**	**36,088.29**	**31,768.74**	**26,220.60**	**34,343.54**

Design Fees

I. Direct Labor Costs				Sul					
Employee Classification	**Hours**	**2008 Rates**	**2008 Amount**	**VJ-62405 6/16/2009**	**VJ-62850 10/1/2009**	**VJ-609099 10/13/2010**	**VJ-609299 11/17/2010**	**VJ-609528 12/22/2010**	**Totals**
Structural Engineer (PE)	230.0	31.65	7,279.50	678.40		221.55		110.78	27,113.74
Structural Engineer (EI)	290.0	20.75	6,017.50		850.75	549.88	591.38		13,829.03
Staff Engineer (PE)	95.0	32.00	3,040.00		224.00		936.00	160.00	2,416.00
Staff Engineer (EI)	37.0	21.00	777.00	4,188.50	2,483.25	388.50	1,911.00	126.00	10,880.61
Project Manager	490.0	32.00	15,680.00		2,016.00	440.00		96.00	4,103.14
Surveyor (LLS)	84.0	31.50	2,646.00	630.00					4,013.96
Survey Technician	84.0	18.25	1,533.00	1,542.13	657.00				2,843.52
Draftsman	240.0	12.75	3,060.00	277.31	146.63	63.75			1,431.19
Civil Site Designer	190.0	26.75	5,082.50		722.25	120.38			842.63
Clerical	66.0	18.00	1,188.00						3.13
Direct Labor Total =			**$ 46,303.50**	**7,316.34**	**7,099.88**	**1,784.06**	**3,438.38**	**492.78**	**67,476.95**
II. Payroll Burden and Overhead Costs									
Indirect Cost Factor (Overhead Rate) =			150%						
Total Indirect Costs =			**$ 69,455.25**	**10,974.51**	**10,649.82**	**2,676.09**	**5,157.57**	**739.17**	**101,215.42**
III. Direct Project Expenses	**Quantity**	**2008 Rates**							
Copies (24 x 36, each) =	800	2.5	2,000.00						
Copies (8.5 x 11, each) =	6,000	0.25	1,500.00						
Mileage =	1,800	0.485	873.00						
Total Direct Expenses =			**$ 4,373.00**						
IV. Subconsultant Costs									
Architect (cost plus fixed fee) =			8,000.00	950.00					11,440.00
Geotechnical Services (unit price) =			19,900.00						19,900.00
									-
Total Subconsultants =			**$ 27,900.00**						-
									-
V. Estimate Actual Costs (I + II + III + IV)			**$ 148,031.75**						-
									-
VI. Fixed Fee - Prime Only (% of I + II)		12%	**$ 13,891.05**	2,308.90	2,129.96	535.22	1,031.51	147.83	20,357.08
									-
VII. Contingency - Prime Only (% of I + II + III		0%	**$ -**						-
									-
VIII. Total Estimated Cost (V + VI + VII)			**$ 161,922.80**	**21,549.75**	**19,879.66**	**4,995.37**	**9,627.46**	**1,379.78**	**220,389.46**

Davenport Pedestrian Bridge

Construction Fees

VJ INVOICES @ 2008 BILLING RATES

I. Direct Labor Costs				ubmitted Invoic	ubmitted Invoices							
Employee Classification	**Hours**	**2008 Rates**	**2008 Amount**	**VJ-611988 6/12/2012**	**VJ-611987 6/28/2012**	**VJ-613686 4/8/2013**	**VJ-614214 7/9/2013**	**VJ-614069 4/10/2013**	**VJ-6615402 4/10/2014**	**VJ-614069 3/11/2014**	**VJ-6615917 9/4/2014**	**Totals**
Structural Engineer (PE)	58.0	31.65	1,835.70	633.00	-						736.84	1,369.84
Structural Engineer (EI)	55.0	20.75	1,141.25	207.50	-						458.09	665.59
Staff Engineer (PE)	34.0	32.00	1,088.00	-	352.00		1,760.00				436.72	2,548.72
Staff Engineer (EI)	34.0	21.00	714.00	-	3,155.25		420.00				286.60	3,861.85
Project Manager	125.0	32.00	4,000.00	640.00	12,160.00	1,500.00		1,330.00	1,056.00	125.00	1,605.58	18,416.58
Surveyor (LLS)	98.0	31.50	3,087.00	-	1,449.00		189.00				1,239.11	2,877.11
Survey Technician	98.0	18.25	1,788.50	-	1,145.19		88.75				717.90	1,951.84
Draftsman	-	12.75	-	127.50	5,719.50			103.04			-	5,950.04
Construction Observer	1,270.0	20.50	26,035.00	738.00	720.00		1,176.31		618.05	66.31	10,450.35	13,769.02
Clerical	50.0	18.00	900.00	54.00		8.04					361.13	423.17
Direct Labor Total =			**$ 40,589.45**	**2,400.00**	**24,700.94**	**1,508.04**	**3,634.06**	**1,433.04**	**1,674.05**	**191.31**	**16,292.33**	**51,833.75**
II. Payroll Burden and Overhead Costs												
Indirect Cost Factor (Overhead Rate) =			150%									
Total Indirect Costs =			**$ 60,884.18**	3,600.00	37,051.41	2,262.05	5,451.09	2,149.55	2,511.07	286.97	24,438.49	77,750.63
III. Direct Project Expenses	**Miles**	**2008 Rates**										
Mileage =	21,720	0.485	10,534.20	446.50	3,880.00							4,326.50
Total Direct Expenses =			**$ 10,534.20**									
IV. Subconsultant Costs												
Architect (cost plus fixed fee) =			-									
Geotechnical Services (unit price) =			2,000.00								5,889.55	5,889.55
Total Subconsultants =			**$ 2,000.00**									
V. Estimate Actual Costs (I + II + III + IV)			**$ 114,007.83**									
VI. Fixed Fee - Prime Only (% of I + II)		12%	**$ 12,176.84**	720.00	7,410.28	452.41	1,090.22	429.91	502.21	57.39	4,887.70	15,550.13
VII. Contingency - Prime Only (% of I + II + II		0%	**$ -**									
VIII. Total Estimated Cost (V + VI + VII)			**$ 126,184.66**									
Potential Difference in Construction Observation Fees				**7,166.50**	**73,042.63**	**4,222.50**	**10,175.37**	**4,012.50**	**4,687.33**	**535.67**	**51,508.06**	**155,350.56**

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works **7/1/2015**
Contact Info: Leslie Eastlick 327-5168
Wards: 3 & 4

Subject:
Motion to approve the contract (subject to DOT approval) for the Harrison sewer repair and street resurfacing project to Valley Construction Company of Rock Island, IL in the amount of $1,939,409.50. [Wards 3 & 4]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially accountable City government.

Background:
A Request for Bid was issued on May 29, 2015 and was sent to 179 contractors. On June 24, 2015 the Purchasing Division recieved and opened four responsive and responsible bids. Valley Construction Company was the low bidder and is recommended for the contract (subject to DOT approval).

Harrison Streets Sewer Repair and Resurfacing project proposed improvements consist of general construction of pavement resurfacing on Harrison Street from River Drive to 12th Street with point locations of sewer repairs. The Base Bid sewer repair work includes sanitary sewer point repairs at 3 locations on an existing 36” brick sewer, replacement of existing brick manholes at 4 locations including a point repair on a 15” sanitary, storm sewer work includes a new 12” storm between 10th Street and 11th Street, and storm sewer point repairs include 4 locations with various spot repairs.

A Public Hearing was held on May 20, 2015 and was passed at a subsequent meeting.

Funding for this project is from the CIP # 35005. The source of funding is from sale of General Obligation Bonds and a State of Iowa DOT Grant.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	6/29/2015 - 2:51 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **6/17/2015**
Contact Info: Brandon Wright 326-7750
Wards: All

Subject:
Second Consideration: An ordinance amending Chapter 6.04 entitled "Animals" of the Davenport Municipal Code by amending Section 6.04.140(D)(1). [All Wards]

Recommendation:
Amend the ordinance.

Relationship to Goals:
Financially Responsible City Government

Background:
For many years, this ordinance allowed animal shelters to charge for the boarding of dogs and cats and similar animals at a rate of $6.50 per day. Several years ago, the Humane Society of Scott County (HSSC) requested that this fee be increased to $10.00 per day in order to better cover costs. Thinking that this change had been enacted, the HSSC proceeded to raise its boarding fee to $10. It was recently discovered that this ordinance was never amended to reflect this fee increase. This action will correct that.

ATTACHMENTS:

	Type	Description
	Ordinance	ORDINANCE SHELTER BOARD FEE

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2015 - 2:51 PM

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 6.04 ENTITLED “ANIMALS” OF THE DAVENPORT MUNICIPAL CODE BY AMENDING SECTION 6.04.140 (D) (1).

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

That Chapter 6.04 entitled “Animals” be amended as follows:

6.04.140 (D) (1) For each dog, cat, ferret or similar animal a fee of ten dollars per day for the animal’s care, food, water and shelter.

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

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

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

First Consideration ___________________________________

Second Consideration ___________________________________

Approved ___________________________________

____
William E. Gluba
Mayor

Attest: ____
Jackie Holecek, MMC
Deputy City Clerk

Published in the *Quad City Times* on ______________________

City of Davenport

Agenda Group: **Action / Date**
Department: Police **7/1/2015**
Contact Info: Chief Don Schaeffer - 326-7778
Wards: All

Subject:
Resolution accepting the annual Byrne Justice Assistance Grant (JAG) from the Federal government for 2015-2016 in the amount of $79,809. [All Wards]

Recommendation:
Adopt the resolution.

Relationship to Goals:
Safe neighborhoods and a drug-free community.

Background:
This is an annual grant that is submitted as a joint grant by the Scott County Attorney's Office for the cities of Davenport and Bettendorf, and the Scott County Sheriff's Office. The grant augments the salary and benefits for a total of four officers to work specialized drug interdiction operations for the MEG/HIDE Unit. This grant is separate from the Recovery Grant. The amount of $79,809 is the total awarded for all three jurisdictions.

ATTACHMENTS:

Type	Description
Resolution Letter	RES BYRNE JAG GRANT ACCEPTANCE

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2015 - 2:51 PM

Resolution No.____________

Resolution offered by Alderman Justin:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION accepting the annual Byrne Justice Assistance Grant (JAG) from the Federal government for 2015-2016 in the amount of $79,809.

WHEREAS, The Edward Byrne Memorial Formula Grant Program was created by the Anti-Drug Abuse Act of 1988 and was renamed as the Byrne Justice Assistance Grant in 2004 by Congress; and

WHEREAS, The Byrne JAG program is a partnership of federal, state and local governments to create safer communities; and

WHEREAS, grants may be used to provide personnel, equipment, training, technical assistance, and information systems for more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of offenders who violate state and local laws; and

WHEREAS, the City of Davenport has received funding from this grant program for several years to augment salary and benefits for officers to work specialized drug interdiction operations and desires to continue such funding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the annual Byrne Justice Assistance Grant for 2015-2016 is hereby accepted.

Approved:	Attest:
______________________________	______________________________
William E. Gluba, Mayor	Jackie E. Holecek, MMC, City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **7/1/2015**
Contact Info: Brandon Wright 326-7750
Wards: 3

Subject:
Motion to renew the facility management contract for the RiverCenter and Adler Theatre to VenuWorks, Inc. of Ames, IA. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Accountable City Government.

Background:
A Request for Proposals was issued on April 29, 2015 and was sent to 48 management firms. On May 29, 2015 the Purchasing Division received one proposal.

The management and operational services for the RiverCenter convention facility have been handled previously by VenuWorks, Inc. A public process was held to allow other management companies to offer their services to the City. VenuWorks, Inc was the only response to the RFP. Their proposal was evaluated by a team of City staff, community members, and Chamber of Commerce members and was found to be satisfactory.

In large part, the new agreement is very similar to the previous agreement. Below is a summary of the major points:

1. It is a five-year contract with two three-year renewal options.
2. The facility management contract covers both the RiverCenter and the Adler Theatre.
3. The contract includes two fee amounts for VenuWorks. They are further described below:
    a. Base Management Fee – This fee is for the general overhead management of the VenuWorks corporation. The fee for the current last year of their contract is $117,487 for both facilities. That amount has been reduced by 8% to $108,000 for the first year of the new contract. Similar to the old contract, that amount escalates at 3% annually throughout the term of the agreement.
    b. Variable Fee – This fee is the incentive component. Similar to the current contract, VenuWorks will continue to receive 3% of gross revenues. The better the facilities do, the more VenuWorks will receive. The variable fee amount is capped at the amount of the base management fee.
4. A new section has been added stating that VenuWorks will work with the City and DCSD to accommodate the creation and/or use of a classroom for the Creative Arts Academy. It also states that they will provide the students access to areas within the RiverCenter and Adler Theatre when such areas are not being utilized for revenue producing events.
5. VenuWorks remains obligated to provide a budget plan to the City, and ultimate budget authority resides with the City Council.
6. The Right to Termination section of the agreement has been changed in the new contract. The current contract states that the City can terminate for any cause with 180 days notice. The new contract states that the City has this same right after year 3. In order to provide the City the ability to terminate during the first 3 years, the City has has the right to terminate the contract at any time with 90 days notice if VenuWorks failx to achieve 80% of budgeted

revenues or if the company fails to be within 15% of the subsidy amount target for any two consecutive years.

The Management Agreement is attached.

Funding for this service is from account 51801111-520217.

ATTACHMENTS:

	Type	Description
	Exhibit	Management Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2015 - 2:51 PM

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement"), made and entered into as of September 1, 2015, by and between CITY OF DAVENPORT, an Iowa municipality with offices at 226 West Fourth St, Davenport, Iowa 52801 (the "City"), and VENUWORKS OF DAVENPORT, LLC, an Iowa corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, IA 50014 ("VENUWORKS").

W I T N E S S E T H

WHEREAS, the City is the Owner of a place of public gathering known as the RiverCenter/Adler Theatre, featuring a restored performing arts theatre and a convention / exposition center (hereinafter referred to as the "Location"), and

WHEREAS, VENUWORKS is in the business of providing management and operation and marketing services to similar facilities possesses the knowledge and expertise to manage and market the Location; and

WHEREAS, VENUWORKS is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to VENUWORKS by VWI in the completion of VENUWORKS' responsibilities as defined herein, and;

WHEREAS, the City is desirous of having VENUWORKS provide said management, operation and marketing services, and VENUWORKS desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

RETENTION OF VENUWORKS

The City hereby retains VENUWORKS as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, VENUWORKS agrees to provide management services in accordance with this Agreement, and consistent with policies approved by City. VENUWORKS agrees to use its best efforts to maximize revenues from use of the Location, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Location in accordance with this Agreement. In conducting such services VENUWORKS hereby acknowledges and agrees that it owes a fiduciary obligation to the City. City acknowledges that it will allow VENUWORKS to operate the Location according to sound business practices and industry standards.

The parties to this agreement acknowledge that the City will retain title, ownership and exclusive control of the Location and that VENUWORKS will not acquire title to, any security interest in, or any rights of any kind in or to the Location (or any income, receipts or revenues there from).

ARTICLE 2

COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on September 1, 2006, and ending on August 31, 2010, unless earlier terminated as set forth herein. Unless terminated pursuant to Section 8.14 hereof, this Agreement may be renewed for two three-year terms ("Renewal Terms").

ARTICLE 3

MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, VENUWORKS shall provide the City with the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, the City hereby grants to VENUWORKS the exclusive right to direct the management, marketing, promotions, operations and maintenance of the Location, and, subject to City approval, the exclusive right to sell sponsorship rights and advertising at the Location, subject to the City's right to terminate this Agreement as provided herein.

3.3 VENUWORKS's Responsibilities. For the term of this Agreement, VENUWORKS will serve as a consultant to the City and in connection with the performance of its responsibilities hereunder, shall cooperate with the City and consider the City's recommendations and advice consistent with the terms of this Agreement. VENUWORKS responsibilities will include, though not necessarily be limited to, the obligations set forth below. It is understood and agreed that, as to any obligation set forth below, where VENUWORKS is required to direct or arrange for services or material, VENUWORKS shall employ all persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken so as to maximize the use of the Location by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Location and accessibility for the community to the Location.

VENUWORKS will conduct a promotional campaign for the Location in accordance with a plan for promotion which shall be prepared and submitted to the City simultaneously with the delivery of the annual budget for the Location. VENUWORKS shall be responsible for ensuring that appropriate programs are booked into the Location and that suitable media coverage is obtained and shall coordinate such efforts with the City. VENUWORKS shall apply the ongoing support services of its senior administrative, marketing and sales corporate staff to work with the Location staff to develop and execute successful marketing, promotional and sales campaigns. Furthermore, VENUWORKS shall include the Location in its industry promotional activities including: advertising in trade journals; trips by corporate staff to solicit entertainment and convention bookings; and sales functions at industry gatherings and conferences. These corporate activities shall be provided as in-kind support of the Location's own promotional, marketing and sales activities.

3.3.2 Scheduling. VENUWORKS shall develop and maintain all schedules for events held at the Location and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Location so as to provide maximum Revenue for the City and accessibility for the community to the Location, including the scheduling of the Quad-City Symphony (Symphony) program events, all as set forth in an agreement between the Symphony and City. VENUWORKS shall use an event rental agreement acceptable in form to the City. The parties understand and agree that VENUWORKS shall be empowered to negotiate rental agreements as the City's agent, subject to the City's reasonable approval, which may deviate from the standard rental rate, when such negotiation is deemed by both parties to be in the best interests of the City.

3.3.3 Operations Plan. The Business Plan referenced in Section 3.6 hereof shall include an annual operations plan, including an Annual Budget, as defined below, which shall be submitted to the City for approval each year for the following fiscal year. The goals of the Business Plan shall be reflected in the Annual Budget. VENUWORKS will cooperate and will work with the City to ensure that the Operations Plan meets the reasonable requirements and expectations of the City.

3.3.4 Food and Beverage Service. VENUWORKS will have the exclusive right to provide catering, concession and bar services at the Location for the sale, through manual service, vending machines and other methods (collectively, the "Food and Beverage Service"), of the commodities and services set forth in subsections (i) through (iv) hereof (the "Commodities"), subject to the City's prior reasonable approval:

(i) foods of all kinds, including candies, cooked foods, prepared foods, ready to serve foods, sweets, desserts, ice cream and popcorn;

(ii) beverages of all kinds, including alcoholic beverages, to the extent they may legally be sold now, or hereafter may become legally able to be sold, in accordance with applicable laws, ordinances, rules and regulations;

(iii) tee-shirts, programs, souvenirs and other "novelty" items (collectively "Novelties").

3.3.5 Location Maintenance. VENUWORKS shall direct the performance of all minor maintenance of the Location and its facilities, provided, that such responsibilities shall be limited to ordinary and routine maintenance. Any repairs or maintenance which require expenditures in excess of the annual approved budget for maintenance and repair, shall be subject to prior approval and funding by the City.

3.3.6 Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Location.

3.3.7 Pest Control. VENUWORKS shall direct all necessary pest control services, whether performed by VENUWORKS or a pest control service engaged by VENUWORKS.

3.3.8 Snow Removal. VENUWORKS shall direct all snow removal services on the pathways and sidewalks adjacent to the Location.

3.3.9 Trash Removal. VENUWORKS shall direct removal of all trash from the Location and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Location adjacent to the kitchen area, except in designated trash containers, the location of which shall be approved by the City.

3.3.10 Operational Services. VENUWORKS shall direct all services required to stage (set up and tear down) the Location for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Location, including but not limited to, ticket taking, program distributions and assistance to patrons generally, including but not limited to those physically disabled.

3.3.11 Ticket Sales. VENUWORKS shall have exclusive rights to direct all aspects of ticket sales for events and activities including computerized tickets, at the Location. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Location, cash and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten days after each event is held. Ticket suppliers shall be selected by VENUWORKS, subject to the reasonable approval of the City. All discounts, rebates and other benefits accruing to the Location from the sale of tickets through the Location's contract with a ticketing vendor shall be for the benefit of the Location.

3.3.12 Security. VENUWORKS shall arrange for proper security for events at the Location and for general security when events are not in progress. Such security may be provided by VENUWORKS or by contract, in its discretion. VENUWORKS shall report annually its plan for exterior crowd management and traffic control with the City.

3.3.13 Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Location, subject to any City ordinances or procedures for the granting of such licenses and permits.

3.3.14 Revenues; Bank Accounts and Payment of Operating Expenses. VENUWORKS shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit A, including payment and remittance of applicable sales taxes. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS's behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Location, including without limitation, transactions for cash, credit and credit card sales, less applicable taxes. VENUWORKS, together with the City, shall maintain commercial bank accounts in the City of Davenport, Iowa, under the federal identification number of the City, which shall be for the exclusive use of (i) Revenues from the sale of tickets to events at the Location (the "Box Office Account"), and (ii) all other receipts and disbursements related to this Agreement (the "Operating Account"). Revenues from the sale of tickets to events at the Location shall be deposited by VENUWORKS in the Box Office Account. After payment from such ticket sales Revenues of all event-related expenses, and within twenty-four hours after the end of the event, VENUWORKS shall transfer the remaining event ticket sales Revenues to the City of Davenport Operating Account.

All other Revenues generated by use of the Location and collected by VENUWORKS shall be deposited in the Operating Account. VENUWORKS is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses, with the City, from the Operating Account through the City of Davenport's AP system. The City shall be authorized at any time, to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined below, entitling the City to terminate this Agreement, if VENUWORKS withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement. Interest accrued in these accounts shall be revenue to the location and belong to the City.

3.3.15 Staffing. VENUWORKS shall employ an Executive Director for the Location, subject to City approval. Wages, benefits and expenses of Executive Director will be an operating expense of the Location. VENUWORKS shall be responsible for supervision and direction of all personnel staffing at the Location. All Location staff will be in the employment of VENUWORKS. All employee expenses will be considered operating expenses of the Location.

3.3.16 Food and Beverage Supervision. VENUWORKS shall be responsible for overseeing and coordinating the activities of merchandizing contractors authorized to operate at the Location, most of which will be in the Location to sell souvenirs at concerts and performance attractions.

3.3.17 Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by the City, together with such other services consistent herewith as the City may reasonably require.

3.3.18 Use of City Equipment. VENUWORKS will use City equipment at the location in performance of its obligations hereunder, in accordance with conditions set forward by the City. From time to time, the City and VENUWORKS may conduct an inventory of location equipment to be used by VENUWORKS in the management of the Location.

3.4 Written Powers Reserved to the City. The City shall have right of prior written approval in connection with the following:

(a) The Annual Budget and Business Plan

(b) Proposed naming rights sponsorship

(c) VenuWorks' proposed candidate for the Executive Director position

3.5 Relationship of Parties. VENUWORKS is a contractor of the City and shall not be deemed to be an employee, agent, joint venture participant, or partner of the City. The authority of VENUWORKS shall be limited to those matters which are specifically addressed in this Agreement.

3.6 Business Plan. Each year, VENUWORKS shall submit to the City a complete business plan (the "Business Plan") to be followed by VENUWORKS. The Business Plan shall be a marketing plan and a projection of Revenues and Operating Expenses for the following year, and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. The Business Plan shall in no way become a performance obligation for either the City or VENUWORKS but serve as a management blueprint to monitor VENUWORKS's performance.

3.7 Creative Arts Academy. VENUEWORKS will work with the City and Davenport School District to accommodate the creation and/or use of a classroom for the Creative Arts Academy. Such locations may include the vacant storefront space on 3rd Street, in front of the Adler Theatre, or other suitable locations at the Location. VENUWORKS also agrees to work collaboratively with City and the Davenport School District in providing the Creative Arts Academy access to areas within the Location (such as the Adler Theatre stage or Great Hall) when such areas are not being utilized for Revenue producing events.

ARTICLE 4

ANNUAL BUDGET AND QUARTERLY BUDGET

4.1 Delivery of Budget. On a date mutually agreed to each year during the term and any renewal term of this Agreement thereafter, VENUWORKS shall submit to the City a proposed annual operating budget for the ensuing year, listing all projected Revenues and Operating Expenses by category, broken down by month, with explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual budget shall include a proposed rent structure for events proposed to take place in the Location for the ensuing fiscal year, broken down, if necessary, by types of events to be held at the Location.

4.2 Review of Budget. The proposed annual budget shall be reviewed by the City in accordance with the City's budget development schedule. Upon approval by the City, which approval shall be granted or refused in the City's sole discretion, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the fiscal year. It is understood and agreed that if the City objects to the proposed annual budget or any part thereof, VENUWORKS shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith. To the extent a proposed annual budget has not been adopted by the City as the annual budget by the first day of any fiscal year, those portions of the proposed annual budget to which the City did not object shall be deemed to be the Annual Budget, and the previous year's Annual Budget shall be deemed to be the Annual Budget as to those portions of the proposed annual budget to which the City did object until the entire proposed annual budget has been accepted by the City.

4.3 Revision of Annual Budget. VENUWORKS and the City may revise the Annual Budget at any time by mutual written agreement.

4.4 Certified Statements. VENUWORKS shall deliver to the City, within twenty (20) days after the end of each calendar month and within forty-five (45) days after the end of each fiscal year, a true and correct statement, certified as true and correct by an officer of VENUWORKS, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by the City. VENUWORKS shall provide an accounting of each event held at the Location in said monthly reports for the preceding calendar month.

ARTICLE 5

THE MANAGEMENT FEE; ADDITIONAL FEES

5.1 Base Management Fee. City will pay VENUWORKS a base management fee of $9000 per month in year one of the Agreement. In subsequent years, the base fee amount shall be increased by 3% per year. Payments for Base Management Fees will be due to VENUWORKS by the 15th day of the month for which the management fee is earned.

5.2 Variable Management Fee: City shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to three percent (3%) of gross revenues realized by the Location as presented in the Business Plan submitted by VENUWORKS for the Location. The Variable Management Fee may not exceed the Base Management Fee in any given year. In the event that the calculated Variable Management Fee for any fiscal year should yield an amount in excess of the Base Management Fee for that year, then the excess amount, that is the calculated amount, minus the Base Management Fee, shall be deposited into a marketing fund to benefit the programming of the Location. The Variable Management Fee will be due to VENUWORKS by the 15th day of the month following the month in which the revenues were accrued.

ARTICLE 6

PAYMENT OF MANAGEMENT FEES,
ADDITIONAL FEES AND OPERATING EXPENSES

6.0 Management Fees VENUWORKS will invoice City on the first day of each month for that calendar month, and City will pay VENUWORKS within fifteen (15) days all management fees payable with respect to the current calendar month.

6.1 Deposit of Funds. On the first business day of each month during the term and any renewal term of this Agreement, the City will deposit the following sums into the Operating Account:

(a) an amount equal to the estimated deficit, if any, as defined below, for such month as set forth in the Annual Budget; and

(b) the Base Management Fee and Variable Management Fee, if any, payable with respect to the current calendar month.

6.2 Withdrawal of Funds. From the Operating Account, VENUWORKS will withdraw its Base Management Fee and Variable Management Fee on the fifteenth day of each month for the current month and shall pay the Operating Expenses as they are incurred in the ordinary course of business.

6.3 Insufficient Funds. In the event that VENUWORKS Operating Account is insufficient to cover the Operating Expenses plus the Base Management Fee and Variable Management Fees, if any, due and payable during a month (the "Monthly Deficiency"), then the Monthly Deficiency shall be paid by the City into the Operating Account not later than ten (10) working days after the City's receipt of the Monthly Statement. If the amounts deposited by the City in the Operating Account exceeded the amounts required to pay the Operating Expenses plus the Base Management Fee and the Variable Management Fee, if any, in any month, such positive balance shall be credited against the City's obligation to make future deposits into Operating Account.

6.4 Monthly Meetings. Representatives of VENUWORKS's on-site management and the City shall meet each month to review revenues and operating expenses for the prior calendar month.

ARTICLE 7

CONCESSIONS AND CATERING

7.1 Operations. VENUWORKS shall cause the Concessions and Catering to be operated and conducted so that all persons who patronize the Location shall always be promptly and satisfactorily served. All foods and beverages sold shall be of the highest standard of quality and purity for the type of food or beverage provided, shall be stored and handled at all times consistent with excellent standards of sanitation, preservation and purity, shall always be well prepared and satisfactorily served and shall always conform to the requirements of all applicable federal, state and municipal laws, statutes, ordinances and regulations. Unless disclosed in accordance with applicable law, no imitation, adulterated or misbranded commodities shall be stored, displayed or sold by VENUWORKS or any concessionaire. The quality, quantity, price and brands of all items of food, liquor, beer and other items to be sold shall be determined by VENUWORKS consistent with the standard of operation required by Section 8.3 hereof.

7.2 Timing of Operations. The City and VENUWORKS acknowledge that it is not always feasible to operate all the Concessions on a daily basis. Periodically, the City and VENUWORKS will confer in an effort to agree upon the nature and scope of operation which is consistent with their respective interests. VENUWORKS will provide reasonable and adequate service consistent with the activities at the Location for each event.

7.3 Additional Capital Improvements; Equipment. From time to time, it may be desirable to consider additional capital improvements and the purchase of additional equipment for the location. At any time VENUWORKS or the City may request a meeting to confer to consider the advisability of any additional capital improvements and additional equipment.

7.4 Equipment Maintenance. VENUWORKS shall maintain and repair all equipment necessary for the proper operation of the Location, in accordance with the Annual Budget and all manufacturers' warranties and preventive maintenance requirements, and the cost thereof shall be an Operating Expense.

7.5 Ordinary Maintenance. VENUWORKS will be responsible for the ordinary housekeeping and cleaning of the Location and all equipment.

ARTICLE 8

GENERAL TERMS AND CONDITIONS

8.1 Representation of the City. The City hereby represents and warrants to VENUWORKS, as an inducement to VENUWORKS entering into this Agreement, that it is the City's intent that the Location will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices.

8.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to City on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

8.3 Standard of Operation. VENUWORKS represents and warrants to the City that it shall maintain an efficient and high quality operation at the Location comparable to other similar locations and containing facilities similar to those of the Location.

8.4 Accounting Records, Reports and Practices.

8.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Location using accounting practices in accordance with generally accepted accounting principles consistently applied.

8.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to the City.

8.4.3 City Access. The City shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Location during the term and any renewal terms of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

8.5 Default, Right to Cure, Consent to Jurisdiction and Waiver of Jury Trial.

8.5.1 Event of Default. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure, or

(ii) fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within thirty (30) days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice.

8.5.2 Alternative Dispute Resolution. The parties agree that it is in their best interests to resolve any disputes or defaults, and, accordingly, agree, that prior to the exercise of any remedy granted hereunder, at law or in equity, upon an Event of Default, the parties may, in good faith, consider alternative dispute resolution procedures, including, without limitation, arbitration and mediation. The party who wishes to exercise its remedies shall notify the other party thereof, which notice shall specify the alternative dispute resolution mechanism that the exercising party wishes to employ (the "Exercise Notice"). The parties shall attempt in good faith to resolve the default by the alternative dispute resolution mechanism to which they agree, (including, without limitation the binding nature of any such alternative dispute resolution proceeding); provided however that if no such resolution has been achieved within ninety (90) days after the effective date of the Exercise

Notice, the exercising party may proceed to exercise its other remedies, including without limitation, termination of this Agreement.

8.6 Jurisdiction. The parties and each of them hereby irrevocably submits to the jurisdiction of any Iowa state court or the federal district court for the District of Iowa over any action or proceeding arising out of or relating to this Agreement any other document evidencing the transaction contemplated by this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Iowa state or federal court. The parties hereby irrevocably waive, to the fullest extent such party may effectively do so, the defense of any inconvenient forum to the maintenance of such action or proceeding and agree that any such action or proceeding shall be venued in Scott County, Iowa. The parties agree that a judgment final by appeal or expiration of time to appeal without an appeal being taken in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law. The specific remedies to which the parties may resort hereunder are cumulative and are not intended to be exclusive of any other remedies or means of redress at law or in equity to which such party may be lawfully entitled in case of breach of this Agreement.

8.8 Insurance.

8.8.1 Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall indemnify and hold harmless the City from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section 8.8.

8.8.2 Liability Insurance. VENUWORKS shall maintain insurance against any use or occupancy by VENUWORKS of the Location, or the operations of VENUWORKS at the Location (which operations shall include, without limitation, concessionaire uses, subletting and contract with independent contractors) and shall name the City, its officers, directors, elected officials, employees and affiliates as additional insureds thereon. The amounts of such coverages shall be as follows:

(a) General Liability $2,000,000 per occurrence;

(a-1.) Liquor Liability $2,000,000 per occurrence, separate limits;

(a-2.) Automobile Liability $2,000,000 per occurrence, separate limits;

(b) For Products-Completed Operations Aggregate: $2,000,000;

(c) For Personal and Advertising Injury: $1,000,000 per Occurrence.

8.8.3 Property Insurance: The City will obtain all Risk Property Insurance and/or Boiler & Machinery Insurance and, the cost of this insurance will be an Operating Expense.

8.8.4 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

8.8.5 VENUWORKS Property: VENUWORKS shall be entirely responsible for maintaining, at its sole expense, such insurance coverage as it determines to be appropriate to protecting its own property interests.

8.8.6 Releases: Each party hereby releases the other party, its officials, directors, officers, employees, agents and others acting on the other party's behalf (hereinafter referred to collectively as the "released parties"), from all claims, and all liability or responsibility to the releasing party, and to anyone claiming through or under the releasing party, by way of subrogation or otherwise, for any loss of or damage to the releasing party's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of one or more of the released parties.

Notwithstanding the foregoing, the release from liability and waiver of subrogation provided for herein shall: (a) only be effective to the extent that the loss or damage to the releasing party's business or property is actually covered by insurance; (b) not apply to the extent of any deductible (or deductibles) applying under such insurance; and (3) only apply if such insurance includes the right to effect the full release and waiver contemplated by this provision without jeopardizing the rights of the releasing party to recover under such insurance.

8.8.7 Crime Insurance. During the term of this Agreement VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to City (such acceptance by City not to be unreasonably withheld or delayed), providing at least the following coverages in at least the amounts set forth below for each coverage:

(a) Employee Dishonesty - $500,000;

(b) Depositor's Forgery - $500,000;

(c) Money & Securities - $500,000 (each, "Inside" and "Outside")

(d) Computer Theft - $500,000;

(e) Wire Transfer Fraud - $500,000;

It is provided, however, that if such coverages are provided on a "blanket" limit basis, a blanket limit of $500,000 shall be considered to be sufficient to comply with this provision. The policy shall include an endorsement providing that any "employee" of VENUWORKS shall be deemed to also be an "employee" of City for purposes of the coverage afforded under the Employee Dishonesty coverage part.

City shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply only to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or City under any other similar agreements or otherwise.

8.8.8 Insurance Cost. The cost of providing insurance hereunder shall be an Operating Expense.

8.8.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

8.8.10 Tort Liability Limit. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall name City as an additional insured.

8.9 Indemnity. VENUWORKS agrees to indemnify, hold harmless, protect, and defend the City, its agents, representatives and any Affiliated or related entities against any and all claims, loss, liability, damage, costs and expenses, including reasonable attorney's fees, that are alleged to have occurred as a result of or due to the breach of contract, negligence or willful misconduct of VENUWORKS, its agents, consultants, subcontractors, employees or representatives, or a breach of VENUWORKS's representation set forth in Section 8.2 hereof to the extent that such claim, loss, liability, damage, cost or expense is alleged to have been caused by VENUWORKS its agents, consultants, subcontractors, employees or representatives. VENUWORKS hereby waives any claims it may, now or in the future, have against City which claims are or should have been covered by the insurance specified in this Agreement

8.10 Damage to and Destruction of the Location. If all or part of the Location is rendered untenable by damage from fire and other casualty which, in the reasonable opinion of the City,

(a) can be substantially repaired under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), the City shall forthwith at its own expense repair such damage other than damage to improvements, furniture, chattels or trade fixtures which do not belong to the City. During the period during which the Location or any part thereof remains untenantable until such time as the Location resumes full operation, (i) the Management Fee shall be reduced to $5000 per month, and VENUWORKS and the City shall jointly decide on an operating budget for the duration of the repair period and shall jointly determine whether to retain personnel during the repair period, and (ii) subject to applicable law, the term and any renewal term of this Agreement shall be extended by the amount of time in which the Location is closed to the general public due to said damage; or

(b) cannot be substantially repaired under applicable laws and governmental regulations within 365 days from the date of such casualty (employing normal construction methods without overtime or other premium), then the City shall notify VENUWORKS thereof. In such case, either the City or VENUWORKS may elect to terminate this Agreement as of the date of such casualty by written notice delivered to the other not more than 60 days after receipt by VENUWORKS of City's notice concerning the reconstruction, and such termination shall be effective as of the date of notice thereof. If such notice of termination is not delivered within such thirty day period, (i) the City shall forthwith repair such damage other than damage to improvements, furniture, chattels or trade fixtures which do not belong to the City, and (ii) the term of this Agreement shall be extended by the amount of time in which the Location is closed for repairs, and (iii) the parties' right to terminate this Agreement pursuant to this subparagraph (b) shall be deemed waived and of no further force or effect. If neither party terminates this Agreement as provided in this subparagraph (b), the Management Fee shall be reduced to $5000 per month, and VENUWORKS and the City shall jointly decide on an operating budget for the duration of the repair period and shall jointly determine whether to retain personnel during the repair period. No Contract Year in which all or part of the Location is rendered untenantable by damage from fire or other casualty shall be deemed a Contract Year pursuant to which the parties can exercise their termination rights pursuant to Section 8.14 hereof.

8.11 Employees.

8.11.1 Employees of VENUWORKS. All persons engaged at the Location in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of VENUWORKS, as provided for in this Agreement but in no event deemed an employee of the City. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save the City harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and nondiscrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by the City for a violation of this paragraph, in addition to the penalty provisions which may be invoked by the City pursuant to the above cited statutes and ordinances.

8.11.2 Employees in VENUWORKS Employment. All costs of employment of Location employees incurred by VENUWORKS shall be operating expenses of the Location. VENUWORKS will use its best efforts to continue to provide VENUWORKS workers at the Location with wage and benefit packages comparable to those experienced by Location workers in comparable employment in the Quad Cities.

8.11.3 Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state or local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save the City harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from the City.

8.12 Availability of Location. VENUWORKS agrees that, except as a result of full or partial destruction of the Location, the Location will be made available for all events scheduled therein and VENUWORKS agrees to defend, indemnify and save the City harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Location to be available in the condition necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of VENUWORKS, its agents, servants, employees or contractors of any tier, and in such case, VENUWORKS shall pay to the City the estimated Revenues, less Operating Expenses, for such event within five (5) days after the event was to have taken place.

8.13 No Payment by City. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, the City shall not be obligated to reimburse VENUWORKS as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by VENUWORKS's defense and indemnification obligations set forth in this agreement.

8.14 Right of Termination. City may terminate this Agreement with ninety (90) days' notice if any of the following conditions come to exist:,

1. If, during any two consecutive fiscal years the Location, under VENUWORKS management, fails to achieve a minimum of eighty percent (80%) of the budgeted revenues as set forth in the City approved annual budget for the years in question.
2. If the Location experiences a budgetary shortfall under VENUWORKS management resulting in the need for an operating subsidy from the City that is fifteen percent 15% greater than the approved budgeted subsidy amount for those fiscal years,
3. If VENUWORKS is in default, as described in Section 8.5.1 of this Agreement, and fails to cure in a timely manner as required.

Notwithstanding anything herein contained to the contrary, City may terminate this Agreement on the third anniversary of the date on which the Agreement went into effect, by providing written notice to VENUWORKS as least one hundred eighty (180) days prior to the date of termination.

8.15 Compliance with Laws. VENUWORKS will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Location. VENUWORKS' failure to comply with such ordinances, statutes, rules and regulations relating to the Location shall be an

Event of Default under this Agreement and shall entitle the City to terminate this Agreement pursuant to the provisions of Section 8.5 hereof. VENUWORKS agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit C with regard to its rules and obligation to comply with ordinances, statutes, regulations as set forth herein.

8.16 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

8.17 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

8.18 Choice of Law. The laws of the State of Iowa shall govern the rights and obligations of the parties under this Agreement.

8.19 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

8.20 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to VENUWORKS or City at the following addresses:

If to City:	Attention: Finance Director City of Davenport 226 West Fourth St. Davenport, Iowa, 52801
If to VENUWORKS:	VENUWORKS of Davenport, LLC 4611 Mortensen Road, Suite 111 Ames, IA 50014

Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

8.21 Representatives. The City's representative to VENUWORKS in connection with Location operations shall be the City Administrator, or his designee, and the VENUWORKS representative shall be VENUWORKS's on-site Executive Director at the Location.

8.22 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Location, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

8.23 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Location or the services described in this Agreement, VENUWORKS shall not be deemed to be in default or to have breached any part of this Agreement.

8.24 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Exhibits hereby integrated hereto are:

- Exhibit A: Operating Expenses
- Exhibit B: The Request for Proposals Issued by the City for the management of the RiverCenter and Adler Theatre dated April 29, 2015.
- Exhibit C: VENUWORKS Proposal for Management, dated May 29, 2015.

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

8.25 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CITY OF DAVENPORT, an Iowa Municipality

____
By:
Its: Mayor

VENUWORKS OF DAVENPORT, LLC

____
By:
Its:

Attest: _____________, Deputy City Clerk ____

EXHIBIT A

Operating Expenses

The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget:

(a) on-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave and other compensation and benefits; cost of training; payroll processing costs:

(b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;

(c) cost of medical and security examination for employees on the on-the-job payroll;

(d) cost of purchasing, renting, maintaining and cleaning uniforms;

(e) cost of equipment, materials and supplies, including the cost of installation thereof;

(f) cost of insurance, permits, licenses and fees;

(g) cost of property, business, privilege, sales and all taxes other than taxes based on net income, provided that any penalties or fines for failure to collect and remit sales taxes shall not be an Operating Expenses but shall be borne by VENUWORKS;

(h) cost of marketing, promotions and advertising; cost of travel from Davenport on behalf of location;

(i) cost of necessary outside professional services, upon City's prior written approval;

(j) cost of food Commodities;

(k) cost of utilities;

(l) litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in connection with any proceeding; provided however that the City shall not be obligated to pay any such fees or costs (including attorneys' fees) (i) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS shall consult with the City and the City and VENUWORKS shall jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or the City (concerning the Location) or to be made by VENUWORKS or the City (concerning the Location); and (ii) to the extent a court of competent jurisdiction (after all appeals have been made or the time to make an appeal has run, the determination of whether to make such appeal to be jointly made by VENUWORKS and the City (including payment obligations thereof)) determines that VENUWORKS or any person for whom VENUWORKS was responsible in law failed to comply with federal, state and local statutes and ordinances affecting the Location, was negligent or engaged in willful misconduct, the cost of settling the claim (including litigation costs and attorneys' fees) shall not be an Operating Expense, but shall be borne by VENUWORKS in its entirety, and VENUWORKS shall repay the City any amount expended by the City with regard to such proceeding (including attorneys' fees) within thirty (30) days after demand therefore. Notwithstanding the foregoing, it is understood and agreed that with regard to subparagraph (ii) above, VENUWORKS shall only be liable to pay the City that portion of the City's costs incurred in connection with the action (including attorneys' fees) representing VENUWORKS' percentage of negligence or willful misconduct. For example, if in a proceeding, the City or a third party is determined. to be twenty percent negligent and VENUWORKS is determined to be eighty percent negligent, VENUWORKS shall only be obligated to pay eighty percent of the legal costs of the City (including attorneys' fees) in such action. To the extent VENUWORKS and/or the City is/are determined to be liable to a third party, for legal costs in any action (including attorneys' fees) by virtue of a determination of the court to that effect, VENUWORKS and the City shall pay such costs (including attorneys' fees), subject, in all cases to state statue in proportion to their determined liability as set forth in this subparagraph (l), and as to VENUWORKS, such costs (including attorneys' fees) shall not be deemed Operating Expenses hereunder.

(m) cost of installation of additional equipment and replacements thereof; cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;

(n) costs relating to VENUWORKS corporate staff travel, lodging, and supply costs incurred in connection with servicing the City’s needs at the Location.

(o) cost of ordinary maintenance and repair of the Location and the equipment, Additional Equipment and replacements thereof;

(p) cost of ordinary housekeeping of the Location;

(q) all other expenses not specifically set forth in this Exhibit but not including the cost of home office overhead relating to the services provided by VENUWORKS hereunder, subject to the City's prior written approval of any such expense, which approval shall not be unreasonably withheld or denied.

City of Davenport

Agenda Group:
Department: Public Works
Contact Info: Jeff Holle - 888-2115
Wards: All

Action / Date
7/1/2015

Subject:
Motion awarding a contract for medium voltage switchgear repair services at the Water Pollution Control Plant to Tri-City Electric, Co. of Davenport, IA. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Proposals was issued on May 26, 2015 and was sent to 49 electrical contractors. On June 17, 2015 the Purchasing Division received and opened one proposal.

The proposal was evaluated by WPCP staff and was found to be satisfactory for this contract.

Services in this contract will include medium voltage switchgear repair services, electrical engineering support, electronic engineering (PLC programmer), and computer-aided drafting for the Water Pollution Control Plant.

For the previous year of this contract, a total of approximatly $38,000 was spent. One major breakdown could easily increase the amount to be over $50,000.

Funding for this service is from account number 51151975-520226 with an available FY16 budget of $840,000. The source of funds is from Clean Water fees.

ATTACHMENTS:

Type	Description
Backup Material	RFP Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Admin, Default	Approved	6/29/2015 - 2:51 PM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: MEDIUM VOLTAGE SWITCHGEAR REPAIR

RFP NUMBER: 15-144

OPENING DATE: JUNE 17, 2015

RECOMMENDATION: AWARD THE CONTRACT TO TRI-CITY ELECTRIC, CO. OF DAVENPORT, IA

VENDOR NAME	LOCATION
TRI-CITY ELECTRIC, CO.	**DAVENPORT, IA**

Prepared By Cindy Whitaker
Purchasing

Approved By 25 June 2015
Department Director

Approved By Mallory Merritt
Budget/CIP

Approved By Linda Stolland
Finance Director

City of Davenport

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

Action / Date
7/8/2015

Subject:
Motion to suspend the rules to add and vote on the following item.

Recommendation:

Relationship to Goals:

Background:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	7/7/2015 - 4:14 PM

City of Davenport

Agenda Group: Public Works	**Action / Date**
Department: Public Works	**PW7/8/2015**

Contact Info: Jim Benge; (563) 327-5141
Wards: 3

Subject:
Resolution approving Change Order #3 to Galante Architectural Studios in the amount of $89,900.00 for the Central Fire Station Addition and Renovation, CIP project number 02348. [*Ward 3]*

Recommendation:
Approve the Resolution.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The Central Fire Station located at 331 Scott Street was opened in 1902; the main building was designed by Gustav Hanssen and is listed on the National Register of Historic Places. Over the course of its life the Central Fire Station has had two additions, 1940 and 1951, and several renovations. Because of its age, space and access problems, the City of Davenport through its RFQ processes solicited proposals and held interviews to obtain a qualified and experienced Architect and Construction Manager to assist in designing and developing construction documents suitable for obtaining competitive bids and managing the construction/renovation of the Central Fire Station in accordance with local, state and federal codes. The project includes construction of an 20,700 SF addition and the 10,800 SF renovation of the existing Central Fire Station. The budget to complete the project is estimated to be $15.2 million, funded by General Obligation Bonds.

This change order approves additional design services to be performed by Galante Architectural Studios. The additions are being added as a result of money saved through the bid process.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	$ 996,400
Previous Change Orders #1,#2	$ 167,819
Change Order #3	$ 89,900
Amended Contract Amount:	$ 1,254,119

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	7/7/2015 - 4:35 PM