COMMITTEE OF THE WHOLE

City of Davenport, Iowa

Tuesday, July 2, 2019; 5:30 PM

City Hall, 226 W 4th Street, Council Chambers

CHANGE OF DAY FOR THIS MEETING ONLY

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. City Administrator Update

VI. Public Hearings

A. Public Works

1. Public Hearing on the plans, specifications, forms of contract, and estimate of cost for the Riverfront Turf Replacement Project due to flood damage. [Ward 3]

VII. Presentations

VIII. Petitions and Communications from Council Members and the Mayor

A. Community Engagement Update - Alderwoman Meginnis

IX. Action items for Discussion

COMMUNITY DEVELOPMENT

Rita Rawson, Chairman; Ray Ambrose, Vice Chairman

I. COMMUNITY DEVELOPMENT

1. Resolution setting a Public Hearing on the proposed conveyance of the vacated public right-of-way known as the east-west portion of Crestline Drive located west of the north-south alley lying west of Marlo Ave (2950 Crestline, LLC, Petitioner). [Ward 6]
2. Resolution setting a Public Hearing on the proposed conveyance of the vacated public right-of-way known as a portion of Forest Grove Ct (multiple abutting property owners, petitioners). [Ward 6]
3. Motion authorizing Mayor Klipsch to sign the loan documents related to the Lindsay Park Yacht Club dredging project. [Wards 5 & 6]

II. Motion recommending discussion or consent for Community Development items

PUBLIC SAFETY

Kyle Gripp, Chairman; Maria Dickmann, Vice Chairman

III. PUBLIC SAFETY

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

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

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

   Cornbelt Running Club; Bix 7 Events; ***Brady Street Sprints*** Thursday, July 25, 2019 6:00 p.m. – 8:30 p.m. **Closure:** Brady St from 5th St to 11th St; ***Junior Bix 7*** Friday, July 26, 2019 3:00 p.m. – 9:00 p.m. **Closure:** E 4th St from Pershing Ave to River Dr, E 3rd St from Pershing Ave to River Dr, Iowa St from E 3rd St to E 4th St, LeClaire St from E 3rd St to E 4th St; ***Bix 7 and Quick Bix*** Saturday, July 27, 2019 5:30 a.m. – 12:00 p.m. **Closure:** Brady St from River Dr to Kirkwood Blvd, eastbound Kirkwood Blvd from Brady St to Jersey Ridge Rd, Jersey Ridge Rd from Kirkwood Blvd to Middle Rd, Middle Rd from Kirkwood Blvd to McClellan Blvd, McClellan Blvd from Middle Rd to River Dr, E 4th St from Brady St to River Dr, E 3rd St from Brady St to River Dr (E 3rd St from Iowa St to River Dr closed beginning at 3:00 p.m. on Friday, July 26 to set up finish line), E 15th St from Brady St to Perry St, LeClaire St from E 2nd St to E 3rd St (noon on Friday, July 26 through noon on Saturday, July 27). [Wards 3, 5, & 6]

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

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

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

   Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

MOTION TO SUSPEND THE RULES AND VOTE LATER ON THIS AGENDA.

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

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

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

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

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

4. Motion approving beer and liquor license applications.

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

   Ward 3

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

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

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

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

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

   Ward 7

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

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

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

Ward 1

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

Ward 2

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

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

Ward 3

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

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

Ward 4

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

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

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

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

Ward 5

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

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

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

Ward 6

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

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

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

Ward 7

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

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

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

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

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

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

Ward 8

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

IV. Motion recommending discussion or consent for Public Safety items

PUBLIC WORKS

Rick Dunn, Chairman; JJ Condon, Vice Chairman

V. PUBLIC WORKS

1. Resolution approving the plans, specifications, forms of contract, and estimate of cost for the Riverfront Turf Replacement Project due to flood damage. [Ward 3]
2. Resolution accepting the FY2018/2019 Civic Access (ADA Ramp) Improvement Program completed by McDermott Concrete, LLC of Blue Grass, IA. This project was completed with a final contract amount of $245,924.52, CIP #28016. [All Wards]
3. Resolution approving change order #4 to Minturn, Inc not-to-exceed $100,000 for the Bridge Maintenance Project, CIP #21001. [Wards 1, 5 & 7]
4. Resolution to award a contract to four (4) contractors for the FY20 Sewer Lateral Repair Program in the amount of $900,000, CIP #30049. [All Wards]
5. Resolution awarding a contract for the N Lincoln Ave reconstruction from Locust St to

Central Park Ave Project to McCarthy Improvement Company of Davenport, IA in the amount of $789,213.35, CIP #35035. [Ward 4]

6. Resolution awarding the contract for the 100 Block E 3rd Street Streetscaping Project to Emery Construction Group Inc. of Moline, IL in the amount of $198,988.65, CIP #35022. [Ward 3]
7. Resolution awarding the FY20 Civic Access (ADA Ramp) Program to McDermott Concrete, LLC of Blue Grass, IA in an amount not-to-exceed $350,000, CIP #28024. [All Wards]
8. Resolution awarding the contract for the purchase and installation of a video board & ribbon board replacement at Modern Woodmen Park to Peerless Industries dba Peerless-AV of Aurora, IL in the amount of $411,924. [Ward 3]
9. Resolution ordering in sidewalks related to the FY20 Sidewalk Construction Program. [Wards 1, 2, & 6]
10. Motion approving change order #8 to Langman Construction in the amount not-to-exceed $50,000 with 90% funded by an FAA grant for the Davenport Municipal Airport Runway 15/33 Reconstruction Project, CIP #20010. [Ward 8]
11. Motion accepting the Miracle Field of the Quad Cities stadium lighting completed by Ardent Lighting Group, LLC of Knoxville, IA in the amount of $66,504, CIP #64030. [Ward 8]

VI. Motion recommending discussion or consent for Public Works items

FINANCE

Mike Matson, Chairman; Rich Clewell, Vice Chairman

VII. FINANCE

1. Third Consideration: Ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain, and operate in the City of Davenport, Iowa a natural gas system and to furnish and sell natural gas to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years. [All Wards]
2. Third Consideration: Ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain, and operate in the City of Davenport, Iowa an electric system and communications facilities and to furnish and sell electric energy to the City and its inhabitants and authorizing the City to collect franchise fees for a period of 25 years. [All Wards]
3. Resolution setting a Public Hearing authorizing the City to sell City-owned parcels E0014-12 and E0014-13, both along the 1400 Block of Christie Street (Willis and Renee Simmons, Petitioners). [Ward 3]
4. Resolution awarding a three-year contract with the option of two one-year extensions for the third party administration of employee health insurance benefits to UMR, Inc of Wausau, WI, and authorizing the Human Resources Director to sign any related

agreements. [All Wards]

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

VIII. Motion recommending discussion or consent for Finance items

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

1. Axon Enterprises Inc - Four body cams for Fire Department - Amount: $10,000
2. International Thought Leaders Network - Deposit - Amount: $10,000
3. O'Bros LLC - Right-of-way and temporary easement - Amount: 10,125
4. Traffic Control Corporation - Traffic box at Kimberly & Welcome Way - Amount: $10, 875
5. TW Enterprises Inc - Engineering services - Amount: $11,490
6. Lion - Turnout bunker gear - Amount: $11,991.84
7. Zimmer & Francescon Inc - Vogelsang pump - Amount: $12,640
8. Robert C. Isenberg - Right-of-way and temporary easement - Amount: $12,895
9. Thomas & Clark Inc - Settlement - Amount: $15,000
10. GL Ankeny Ford LLC - Ford Fusion for Police - Amount: $20,337.76
11. Ed Stivers - Transit Connect Van - Amount: $23,752
12. Karl Chevrolet Inc - Pickup truck - Amount: $25,445.80
13. McGrath Automotive Group - High roof cargo van - Amount: $32,171
14. Reynolds Motor Company - Ford Explorer for Fire - Amount: $33,968.73
15. Minuteman Security Technologies - LPR camera system - Amount: $35,542

XI. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to vote on the following item:
2. Resolution closing various street(s), lane(s), or public grounds on the listed date(s) to hold outdoor events.

   Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

XII. 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 cannot take action on any complaint or suggestions tonight, and cannot 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.

XIII. Reports of City Officials

XIV. Adjourn

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/10/2019**
Contact Info: Nick Schmuecker 563-327-5162
Wards:

Subject:
Public Hearing on the plans, specifications, forms of contract, and estimate of cost for the Riverfront Turf Replacement Project due to flood damage. [Ward 3]

Recommendation:
Hold the Hearing.

Background:
Due to extended inundation of flood water, the existing turf located adjacent to the riverfront in downtown Davenport is in need of replacement. This project will strip the existing surface and replace with either sod or new top soil and seed.

Funding for the Riverfront Turf Replacement Project is established within the flood fund 50314250-520231. The current estimate is $475,000.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 1:57 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:27 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:47 PM

City of Davenport

Agenda Group:	**Action / Date**
Department: Community Planning & Economic Development	**5/15/2019**
Contact Info: Brian Heyer 563-326-7735	
Wards:	

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

Recommendation:
Adopt the Resolution.

Background:
The City vacated this public right-of-way as recorded in Misc. Book 137, Page 81 of the Records in the Scott County Recorder's Office. The petitioner is the abutting property owner to the north and seeks to purchase the vacated right-of-way from the City.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution setting PH

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Warner, Tom	Approved	5/2/2019 - 11:21 AM
Finance Committee	Wright, Brandon	Approved	5/10/2019 - 4:32 PM
City Clerk	Admin, Default	Approved	5/10/2019 - 4:33 PM

Resolution No.____________

Resolution offered by Alderman ________________________________

RESOLVED by the City Council of the City of Davenport.

RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED CONVEYANCE OF VACATED PUBLIC RIGHT OF WAY KNOWN AS THE EAST-WEST PORTION OF CRESTLINE DRIVE LOCATED WEST OF THE NORTH-SOUTH ALLEY LYING WEST OF MARLO AVENUE. 2950 CRESTLINE, L.L.C., PETITIONER.

WHEREAS, the City of Davenport currently owns the vacated public right of way known as the Crestline Drive as located West of the North-South alley lying West of Marlo Avenue, legally described as:

Commencing at the Southeast corner of Lot 11 in Stacey Heights Second Addition to the City of Davenport, Iowa; thence extending South in a straight line along the line of the East line of said Lot 11 if extended to a point on the South line of Crestline Drive in the City of Davenport, Iowa, being the boundary line between the City of Davenport, Iowa and the City of Bettendorf, Iowa; thence West along said boundary line a distance of 120.00 feet; thence North to the Southwest corner of Lot 12 in Stacey Heights Second Addition to the City of Davenport, Iowa; thence East 120.00 feet to the point of beginning. Said tract containing 3,000 square feet, more or less.

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, 2950 Crestline, L.L.C., has offered to acquire said property, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing concerning the proposed conveyance of vacated public right of way known as a portion of Crestline Drive lying West of the North-South alley lying West of Marlo Avenue, containing approximately 3,000 square feet, more or less, as legally described above, will be held on July 17, 2019, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved: Attest:

______________________________ ______________________________

Frank Klipsch, Mayor Brian Krup, City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Legal **7/3/2019**
Contact Info: Brian 563-326-6156
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
A Public Hearing was held on the vacation of this public right-of-way in September 2018 as part of the Veterans Memorial Parkway improvement project. The abutting property owners would like to acquire the vacated right-of-way to incorporate into their respective properties. This ordinance is necessary to the accomplishment of that.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	Resolution setting a public hearing

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Admin, Default	Approved	6/27/2019 - 4:20 PM

Resolution No.____________

Resolution offered by Alderman ________________________________

RESOLVED by the City Council of the City of Davenport.

RESOLUTION SETTING A PUBLIC HEARING CONCERNING THE PROPOSED CONVEYANCE OF VACATED PUBLIC RIGHT OF WAY KNOWN AS PORTION OF FOREST GROVE ROAD. MULTIPLE ABUTTING PROPERTY OWNERS, PETITIONERS.

WHEREAS, the City of Davenport currently owns the vacated public right of way known as Forest Grove Road, legally described as:

> Part of the Northwest Quarter and the Southwest Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:
>
> Commencing at the southeast corner of the Northwest Quarter of said Section 4; thence North 01 degrees 51 minutes 20 seconds West along the east line of the northwest quarter of said Section 4, a distance of 0.08 feet to the centerline of Forest Grove Drive; thence South 87 degrees 03 minutes 46 seconds West along said centerline, a distance of 622.25 feet; thence westerly 203.72 feet continuing along said centerline and the arc of a curve to the right, having a radius of 5,730.00 feet, a chord bearing of South 87 degrees 54 minutes 09 seconds West, and a chord distance of 203.71 feet; thence South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 0.28 feet to the east line of a parcel conveyed to Virginia L. McCall Trust by Warranty Deed recorded as Document No. 2002-14560 in the Scott County Recorder's Office; thence continuing South 88 degrees 54 minutes 02 seconds West along said centerline, a distance of 88.89 feet to the Point of Beginning; thence northerly 5.01 feet along the arc of a curve to the left having a radius of 50.00 feet, a chord bearing of North 03 degrees 58 minutes 22 seconds West, and a chord distance of 5.01 feet to the north right of way line of Forest Grove Drive; thence North 88 degrees 54 minutes 00 seconds East along said north right of way line, a distance of 87.58 feet to the east line of said property so conveyed; thence easterly 202.61 feet along the north right of way line of Forest Grove Drive and the arc of a curve to toe left having a radius of 5,817.00 feet, a chord bearing of North 87 degrees 54 minutes 08 seconds East and a chord distance of 202.60 feet; thence North 87 degrees 03 minutes 46 seconds East along said right of way line a distance of 417.59 feet to the northerly projection of the west right of way line of Somerset Road; thence South 01 degrees 44 minutes 07 seconds East along the west right of way line of Somerset Road a distance of 88.34 feet to the northeasterly line of Lot 1 in Crow Valley View 8th Addition; thence

northwesterly 23.88 feet along said northeasterly line and the arc of a curve to the left, not tangent to the last described course, having a radius of 15.00 feet, a chord bearing of North 47 degrees 20 minutes 10 seconds West, and a chord distance of 21.43 feet to the north line of said Lot 1; thence South 87 degrees 03 minutes 46 seconds West along said north line, a distance of 134.22 feet to the northwest corner of said Lot 1and the northeast corner of Lot 4 in Crow Valley View 7th Addition; thence South 87 degrees 03 minutes 46 seconds West along the north line of said Lot 4, a distance of 70.56 feet to the northwest corner of Lot 4 in Crow Valley View 7th Addition which is also the northeast corner of Lot 3 in Crow Valley 7th Addition; thence South 87 degrees 03 minutes 46 seconds West along the north line of Lot 3 in Crow Valley 7th Addition, a distance of 195.86 feet; thence westerly 34.09 feet along said north line and the arc of a curve to the right, having a radius of 5,770.00 feet, a chord bearing of South 87 degrees 03 minutes 14 seconds West, and a chord distance of 34.09 feet to the northwest corner of Lot 3 in Crow Valley 7th Addition which is also the northeast corner of Lot 2 in Crow Valley 7th Addition; thence westerly 50.35 feet along the north line of Lot 2 in Crow Valley 7th Addition and the arc of a curve to the right, not tangent to the last described course, having a radius of 5,770.00 feet, a chord bearing of South 87 degrees 28 minutes 23 seconds West, and a chord distance of 50.35 feet to the northwest corner of Lot 2 in Crow Valley 7th Addition and the northeast corner of Lot 12 in Fry's 1st Addition; thence westerly 120.63 feet along the north line of Lot 12 in Fry's 1st Addition and the arc of a curve to the right having a radius of 5,770.00 feet, a chord bearing of South 88 degrees 19 minutes 19 seconds West, and a chord distance of 120.62 feet;
Thence South 88 degrees 54 minutes 00 seconds West along said north line, a distance of 34.53 feet to the northwest corner of said Lot 12 and the northeast corner of Lot 13 in Fry's 1st Addition; thence South 88 degrees 54 minutes 00 seconds West along the north line of Lot 13 in Fry's 1st Addition, a distance of 54.63 feet; thence North 01 degrees 06 minutes 00 seconds West, a distance of 40.00 feet to the centerline of Forrest Grove Drive and the Point of Beginning.

The above described parcel contains 51,866 square feet or 1.19 acres, more or less.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

And,

Part of the Northwest Quarter and the Southwest Quarter of Section 4, Township 78 North, Range 4 East of the 5th Principal Meridian, in the City of Davenport, County of Scott, State of Iowa, more particularly described as follows:

Beginning at the at the northeast corner of Outlot A in Crow Valley View 9th Addition; thence South 87 degrees 03 minutes 46 seconds West along the north line of said Outlot A, a distance of 140.66 feet to the northwesterly line of said Outlot A; thence southwesterly 23.25 feet along said northwesterly line and the arc of a curve to the left having a radius of 15.00 feet, a chord bearing of South 42 degrees 39 minutes 50 seconds West, and a chord distance of 20.99 feet to the east right of way line of Somerset Road; thence North 01 degrees 44 minutes 07 seconds West along the east right of way line of Somerset Road a distance of 33.36 feet to the north right of way line of Forest Grove Drive; thence North 87 degrees 03 minutes 46 seconds East along said north right of way line, a distance of 155.31 feet to the east line of the northwest quarter of said Section 4; thence South 01 degrees 51 minutes 20 seconds East along said east line, a distance of 0.08 feet to the north right of way line of Forest Grove Drive; thence North 87 degrees 01 minutes 37 seconds East along said north right of way line, a distance of 12.52 feet; thence South 18 degrees 46 minutes 37 seconds West, a distance of 35.53 feet to the east line of the northwest quarter of said Section 4; thence South 01 degrees 41 minutes 00 seconds East along the east line of the southwest quarter of said Section 4, a distance of 39.93 feet to the Point of Beginning.

The above described parcel contains 11,594 square feet or 0.266 acres, more or less.

For the purpose of this description North is based on the Iowa State Plane Coordinate System, South Zone, North American Datum of 1983 (1997 Adjustment).

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, the abutting property owners have offered to acquire said property, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing concerning the proposed conveyance of vacated public right of way known as a portion of Forest Grove Road, approximately 1.456 acres, more or less, as legally described above, will be held on July 17, 2019, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:	Attest:
____________________	____________________
Frank Klipsch, Mayor	Brian Krup, City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Community Planning & Economic Development **7/10/2019**
Contact Info: Steve Ahrens 563-888-2235
Wards:

Subject:
Motion authorizing Mayor Klipsch to sign the loan documents related to the Lindsay Park Yacht Club dredging project. [Wards 5 & 6]

Recommendation:
Pass the Motion.

Background:
As has been past practice when the Lindsay Park Yacht Club, a City tenant that also manages the adjacent harbor, needs to provide maintenance dredging, they are required to secure a loan. Because it is City property, both the Riverfront Improvement Commission and the City of Davenport are signatories to the loan documents.

The recent flooding has created an urgent situation for the harbor and LPYC. This immediate action is necessary because the USACE, who is responsible for periodic maintenance dredging, has indicated that it has no funding currently available for this project. We continue to work on solutions to this situation.

The Riverfront Improvement Commission approved the loan documents at its regular meeting on June 25, 2019. The matter now must be approved by the City Council.

City Corporation Counsel has reviewed the paperwork. The loan documents are attached.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Berger, Bruce	Approved	6/27/2019 - 12:47 PM
Community Development Committee	Berger, Bruce	Approved	6/27/2019 - 12:47 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 1:14 PM

ASSIGNMENT OF MANAGEMENT AGREEMENT
WITH SUBORDINATION, ESTOPPEL, AND ATTORNMENT

THIS ASSIGNMENT OF MANAGEMENT AGREEMENT WITH SUBORDINATION, ESTOPPEL, AND ATTORNMENT ("Agreement") is executed as of ______________, 2019, by and between LINDSAY PARK YACHT CLUB, INC., an Iowa Non-Profit Corporation ("Pledgor"), the DAVENPORT RIVERFRONT IMPROVEMENT COMMMISSION F/K/A DAVENPORT LEVEE IMPROVEMENT COMMISSION, a duly constituted commission of the City of Davenport, Iowa ("Commission"), and the CITY OF DAVENPORT, IOWA ("City") (the Commission and the City are collectively referred to as the "Landlord") in favor of IH MISSISSIPPI VALLEY CREDIT UNION, an Illinois Credit Union ("Lender").

RECITALS:

A. Lender has made a loan to Pledgor evidenced by a Promissory Note dated September 26, 2011 but made effective October 3, 2011, in the original principal amount of Four Hundred Sixty Five Thousand and No/100 Dollars ($465,000.00) and Lender has further made a loan to Pledgor evidenced by a Promissory Note dated ___________, 2019 in the original principal amount of Three Hundred Fifty Thousand and No/100 Dollars ($350,000.00) (collectively, the "Loans" as the same may be amended, restated, replaced or otherwise modified from time to time) for the purpose of financing Pledgor's business entity ("Marina"). The Loans are secured by certain security documents which encumber the Marina (as amended, restated, replaced or otherwise modified from time to time, collectively the "Security Agreements").

B. Pledgor and Landlord have entered into that certain management agreement with respect to the Marina dated December 20, 1961 (as the same may be amended, restated, replaced or otherwise modified from time to time, the "Management Agreement").

C. To induce Lender to make the Loans, Lender has required that Pledgor assign its rights under the Management Agreement to Lender to secure payment and performance of the Loan Obligations (as hereinafter defined) and that Landlord agree to subordinate the Management Agreement to the Security Agreements and the other Loan Documents (as hereinafter defined) and to make certain other agreements in favor of Lender with respect to the Management Agreement and the Marina. For purposes of this Agreement, "Loan Obligations" shall be defined as all indebtedness owing to Lender under the Loan Documents, whether as principal, interest, fees or otherwise and all other obligations and liabilities to Lender under the Loan Documents (including all extensions, renewals, modifications, rearrangements, restructures, replacements and refinancings of the foregoing, whether or not the same involve modifications to interest rates or other payment terms), whether now existing or hereafter created, absolute or contingent, direct or indirect, joint or several, secured or unsecured, due or not due, contractual or tortuous, liquidated or unliquidated, arising by operation of law or otherwise, and whether or not presently contemplated under the Loan Documents.

D. All capitalized terms used and not otherwise defined herein shall have the meaning given them in the Loan Documents as defined and described therein.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Security; Pledgor's Obligation to Enforce Rights**. As security for the payment in full and performance of all of the Loan Obligations, Pledgor hereby unconditionally transfers, assigns and grants a security interest to Lender in the Management Agreement and all of Pledgor's presently owned or hereafter acquired rights, title and interests in, under or with respect to the Management Agreement (collectively, the "Assigned Rights"). Pledgor hereby represents and warrants to Lender that none of the Assigned Rights are subject to any assignment, claim, lien, security interest or other encumbrance other than the assignment and security interest granted herein. Pledgor shall not permit its rights in any of the Assigned Rights to be affected by any lien, security interest, attachment, levy, or other judicial process nor shall Pledgor assign or pledge in any manner, except as set forth herein, the Assigned Rights. Insofar as Pledgor may have any right, privilege or claim against the Landlord with respect to the Assigned Rights, Pledgor shall enforce such rights, privileges and claims diligently arid in good faith unless and until Lender exercises its rights to do so hereunder.

2. Subordination of Management Fees. The payment by Pledgor of Management or other fees to Landlord (collectively, "Management Fees") whether pursuant to the Management Agreement or otherwise, is hereby subordinated to the Loan Obligations, and except for receiving the scheduled monthly Management Fees and any reimbursement for expenses incurred by Landlord which are provided for in the Management Agreement (collectively, the Permitted Payments"), Landlord shall not ask for, demand, sue for, take or receive from Pledgor by setoff or in any other manner, the whole or any part of the Management Fees unless and until all of the Loan Obligations have been fully and indefeasibly paid and satisfied. Any Permitted Payments received by Landlord prior to its receipt of a Notice of a Default (as defined below) shall be retained by Landlord, as applicable. Landlord's right to receive the Permitted Payments pursuant to this Section 2 shall be subject to the following limitations:

2.1 Pledgor shall not pay, and Landlord shall not accept, any Permitted Payments more than ten (10) days in advance of the date that the same become due under the management Agreement; and

2.2 Pledgor shall not pay, and Landlord shall not accept, any Permitted Payment after Lender delivers to Landlord written notice that there is an event of default ("Notice of Default") except that Landlord may accept any Permitted Payment relating to work performed by Landlord under the Management Agreement during the month immediately preceding its receipt of the Notice of Default and relating to work performed by Landlord under the Management Agreement for Lender if Lender does not terminate the Management Agreement upon a Lender Transfer as provided herein.

3. **Subordination of Management Agreement to Loan Documents**. Landlord hereby acknowledges the terms of the Security Agreements, and consents to any and all other and further deeds of trust, mortgages, assignments, security agreements, pledges and similar instruments, and all amendments, replacements, restatements and other modifications thereto and thereof, now or hereafter running in favor of Lender and covering all or any part of the Marina

(collectively, the "Loan Documents") as security for the Loan Obligations. The Management Agreement and the rights of the Landlord thereunder are and shall at all times be subordinate and inferior to the lien of the Security Agreements and the other Loan Documents and the rights of Lender thereunder to the full extent of the Loan Obligations, until all of the Loan Obligations have been fully and indefeasibly paid and satisfied.

4. **Certain Representations and Warranties and Covenants Regarding the Management Agreement**. Pledgor and Landlord represent and warrant to Lender with respect to the Management Agreement, that (i) it is in full force and effect and has not been amended, restated, replaced or otherwise modified in any way, (ii) it evidences the entire agreement and understanding between Pledgor and Landlord with respect to the Marina, and (iii) there are no side letters or other arrangements, whether or not constituting amendments or other modifications to it, for bonuses, commissions (including listing commissions), fees, or similar inducements to Landlord for managing and operating the Marina. Without the prior written consent of Lender, which will not be unreasonably withheld or delayed, Pledgor and Landlord shall not enter into any such side letters or other arrangements, or modify or amend any of the terms of the Management Agreement and Pledgor shall not waive any of its rights or remedies under the Management Agreement.

5. **Lender's Right to Terminate the Management Agreement upon Lender Transfer**. If there shall be an event of default, or all or any part of the interest of Pledgor in the Marina shall be transferred (whether to Lender or to one or more other persons) by reason of foreclosure, sale under a power granted in the Loan Documents, or other similar proceedings (including without limitation, transfer of the Marina by deed in lieu of foreclosure) (collectively referred to hereinafter as a "Lender Transfer), the Management Agreement and all rights of Landlord thereunder shall, at the option of Lender, upon written notice to Pledgor and Landlord (the "Termination Notice"), terminate, which termination shall be effective immediately upon the giving by Lender of such Termination Notice. If Lender shall exercise its rights as set forth above, Landlord shall turn any and all funds, documents, keys, and other personal property belonging to Pledgor in its possession over to Lender and Lender shall have no liability or obligation to Landlord under the Management Agreement, including, without limitation, any liability or obligation to pay any fees to Landlord. Any and all other agreements between Pledgor and Landlord with respect to management of the Marina shall immediately terminate upon the giving of the Termination Notice, and Lender shall have no liability or obligation to Landlord under any such other agreement, including, without limitation, any liability or obligation to pay any fees to the Landlord.

6. **Attornment**. Landlord agrees that if a Lender Transfer takes place and Lender elects not to terminate the Management Agreement pursuant to Section 6 above, Landlord shall attorn to and be bound to the transferee of such interest (whether such transferee is Lender or one or more other persons, and if such transferee is Lender, then any subsequent transferee of such Lenders as well) under all of the terms, covenants and conditions of the Management Agreement with the same force and effect as if such transferee were the owner under the Management Agreement. From and after any such attornment, neither Lender nor such transferee shall be (i) liable for any act or omission of Pledgor, (ii) subject to any offsets or defenses which Landlord might have against Pledgor, or (iii) bound by any amendment, restatement, replacement or other modification of the Management Agreement made without its prior written consent.

7. **Notice of Default under the Management Agreement**. Landlord agrees to give prompt written notice to Lender of any default by Pledgor under the Management Agreement which default would entitle Landlord to terminate the Management Agreement, and agrees that notwithstanding any provision of the Management Agreement to the contrary, no termination thereof shall be effective unless Lender has received or is deemed to have received the notice aforesaid and has failed to cure Pledgor's default which gave rise to such right of termination within the later of (i) the last day of any cure period provided to Pledgor in the Management Agreement with respect to such default, or (ii) ten (10) days after receipt by Lender of a notice of monetary default or ninety (90) days after receipt by Lender of notice of any other default. In any event, Lender shall have no obligation to cure any default of Pledgor under the Management Agreement.

8. **Notices**. All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by registered or certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses specified below (unless changed by similar notice in writing given by the particular party whose address is to be changed):

Pledgor:	Lindsay Park Yacht Club, Inc. Attn: Commodore 2100 E. River Drive Davenport, Iowa 52803
Landlord:	Davenport Riverfront Improvement Commission Attn: Steve Ahrens 226 W. 4th Street Davenport, Iowa 52801
Lender:	IH Mississippi Valley Credit Union Attn: Chief Lending Officer 2121 - 47th Street Moline, IL 61266

Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt. This section shall not be construed in any way to affect or impair any waiver of notice or demand provided in any Loan Document or to require giving of notice or demand to or upon any person in any situation or for any reason. No notice given to or demand made on Pledgor by Lender in any instance shall entitle Pledgor to notice or demand in any other instance.

9. **Preservation of Rights; Amendment**. No delay or omission of Lender to exercise any rights under or with respect to this Agreement shall impair such right or be construed to be a

waiver of any default by Pledgor with respect to this Agreement or any of the Loan Documents or an acquiescence therein. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right. This Agreement may not be amended or otherwise modified except in a writing signed by all of the parties hereto.

10. **Severability of Provisions**. Any provision in this Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions of this Agreement in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction.

11. **Successors and Assigns**. This Agreement shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns and shall be binding upon Pledgor and Landlord and their respective successors and assigns. This Agreement may not be assigned by Pledgor or Landlord without the prior written consent of Lender.

12. **Multiple Counterparts; Facsimile Transmissions**. This Agreement may be executed in multiple counterparts and on separate counterparts each of which shall constitute an original and all of which taken together shall constitute but one and the same document. Signatures to this Agreement may be given by facsimile or other electronic transmission, and such signatures shall have the same binding effect as an original signature on an original document.

13. **Headings**. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Agreement.

14. **Survival of Provisions**. All representations, warranties and covenants of Pledgor and Landlord contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and indefeasible payment and performance by Pledgor of the Loan Obligations.

15. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without giving effect to choice or conflicts of law principles thereunder.

16. **Entire Agreement**. The Agreement reflects the entire agreement of the parties with respect to the subject matter hereof.

17. **Choice of Forum**. PLEDGOR, LANDLORD AND LENDER AGREE TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL COURT OF THE SOUTHERN DISTRICT OF IOWA, AND THE STATE COURTS OF IOWA LOCATED IN SCOTT COUNTY OR THE CITY OF DAVENPORT, IOWA, AND WAIVE ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN, AND AGREE THAT ANY DISPUTE CONCERNING THE RELATIONSHIP BETWEEN PLEDGOR, LANDLORD AND LENDER OR THE CONDUCT OF EITHER OF THEM IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE. EACH OF THE PARTIES HERETO

ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

18. **Waiver of Jury Trial**. PLEDGOR, LANDLORD AND LENDER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR EITHER OF THEM IN RESPECT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. PLEDGOR, LANDLORD AND LENDER AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. **Corporate/Municipal Authority**. The execution and delivery of this Agreement is within the power of all of the undersigned, has been duly authorized by all necessary action, and has, or by the time of execution and delivery shall have, received all necessary corporate/municipal approval and shall be legally enforceable in accordance with its terms.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered, and this Agreement is effective as of the day and year first above written.

Pledgor: LINDSAY PARK YACHT CLUB, INC., an Iowa Non-Profit Corporation

By: ____________________________________
Christy Ellenberg, Commodore

Lender: IH MISSISSIPPI VALLEY CREDIT UNION, an Illinois Credit Union

By: ____________________________________
Name:
Title:

Commission: DAVENPORT RIVERFRONT IMPROVEMENT COMMISSION F/K/A DAVENPORT LEVEE IMPROVEMENT COMMISSION, a duly constituted commission of the City of Davenport, Iowa

By: ____________________________________
Name:
Title:

City: CITY OF DAVENPORT, IOWA

By: ____________________________________
Name: Frank Klipsch
Title: Mayor

ATTEST:

____
City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **7/10/2019**
Contact Info: Brian Krup 563-326-6163
Wards:

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

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

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

Cornbelt Running Club; Bix 7 Events; ***Brady Street Sprints*** Thursday, July 25, 2019 6:00 p.m. – 8:30 p.m. **Closure:** Brady St from 5th St to 11th St; ***Junior Bix 7*** Friday, July 26, 2019 3:00 p.m. – 9:00 p.m. **Closure:** E 4th St from Pershing Ave to River Dr, E 3rd St from Pershing Ave to River Dr, Iowa St from E 3rd St to E 4th St, LeClaire St from E 3rd St to E 4th St; ***Bix 7 and Quick Bix*** Saturday, July 27, 2019 5:30 a.m. – 12:00 p.m. **Closure:** Brady St from River Dr to Kirkwood Blvd, eastbound Kirkwood Blvd from Brady St to Jersey Ridge Rd, Jersey Ridge Rd from Kirkwood Blvd to Middle Rd, Middle Rd from Kirkwood Blvd to McClellan Blvd, McClellan Blvd from Middle Rd to River Dr, E 4th St from Brady St to River Dr, E 3rd St from Brady St to River Dr (E 3rd St from Iowa St to River Dr closed beginning at 3:00 p.m. on Friday, July 26 to set up finish line), E 15th St from Brady St to Perry St, LeClaire St from E 2nd St to E 3rd St (noon on Friday, July 26 through noon on Saturday, July 27). [Wards 3, 5, & 6]

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

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

Recommendation:
Adopt the Resolution.

Background:

Per the City's Special Events Policy, City Council will approve street/lane/public grounds closures based on the recommendation of the Special Events Committee.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Hope at Brick House Info
Backup Material	Hope at Brick House Map
Backup Material	Save Our Streets Petition
Backup Material	Brady St Sprints Info
Backup Material	Jr Bix Map
Backup Material	Jr Bix Info
Backup Material	Bix 7 & Quick Bix Map
Backup Material	Quick Bix Info
Backup Material	Bix 7 Info
Backup Material	Kilkenny's Bix Food Smash Up Map
Backup Material	Mac's Bix Map

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/18/2019 - 1:16 PM

Resolution No._____________

Resolution offered by Alderman Gripp

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 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 on the date(s) 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):

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

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

Cornbelt Running Club; Bix 7 Events; **Brady Street Sprints** Thursday, July 25, 2019 6:00 p.m. – 8:30 p.m. **Closure:** Brady St from 5th St to 11th St; **Junior Bix 7** Friday, July 26, 2019 3:00 p.m. – 9:00 p.m. **Closure:** E 4th St from Pershing Ave to River Dr, E 3rd St from Pershing Ave to River Dr, Iowa St from E 3rd St to E 4th St, LeClaire St from E 3rd St to 4th St; **Bix 7 and Quick Bix** Saturday, July 27, 2019 5:30 a.m. – 12:00 p.m. **Closure:** Brady St from River Dr to Kirkwood Blvd, eastbound Kirkwood Blvd from Brady St to Jersey Ridge Rd, Jersey Ridge Rd from Kirkwood Blvd to Middle Rd, Middle Rd from Kirkwood Blvd to McClellan Blvd, McClellan Blvd from Middle Rd to River Dr, E 4th St from Brady St to River Dr, E 3rd St from Brady St to River Dr (E 3rd St from Iowa St to River Dr closed beginning at 3:00 p.m. on Friday, July 26 to set up finish line), E 15th St from Brady St to Perry St, LeClaire St from E 2nd St to E 3rd St (noon on Friday, July 26 through noon on Saturday, July 27). [Wards 3, 5, & 6]

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

Approved: Attest:

____________________________ ____________________________

Frank Klipsch, Mayor Brian Krup, Deputy City Clerk

Hope at the BRICK House, Inc.

1431 Ripley St, Davenport, IA 52803 T: 563-322-0382

June 19, 2019

Joyce Klopp, Director of Hope at the Brick House personally talked to the residents that would be affected by the street closure for the block parties being held on July 12 and August 9. There were no objections to the street closing. Those neighbors are located on Ripley St at 1329, 1330, 1401, 1409, 1413, 1417, 1502 and 1503.

Building **R**elationships **I**n Christ's **K**ingdom


W 15th St
W 15th St
W 15th St
1431 North Ripley Street
N Ripley St
Harrison Lofts
N Harrison St
W 14th St
W 14th St
W 14th St

CITY OF DAVENPORT

STREET CLOSING/NOISE VARIANCE PETITION

FOR SPECIAL EVENTS

On the 20th day of JULY, 2019, there is proposed a street closing with outdoor music/band, requested by DWAYNE HODGES, which will require the closing of CEDAR ST between 3rd STREET and 4th STREET, during the hours of 1:00pm - 5:00pm.

** Please sign your name and print address below and indicate whether you are in favor of the closing, opposed to the closing, or are not concerned (CHECK ONE, PLEASE).

NAME AND ADDRESS	FAVOR	OPPOSED	NOT CONCERNED
[signature] 1946 W 3rd	✓		
Rhodes [signature] 306 Cedar St 52802	✓		
Michael Strafford 1939 W 4th	✓		
6/20/19 320 CEDAR ST DAV IA HOUSE ABANDONED			
6/18/19 321 CEDAR ST DAVENPORT IA ATTEMPTED			
6/19/19 321 CEDAR ST DAVENPORT IA ATTEMPT			
6/20/19 321 CEDAR ST DAVENPORT IA ATTEMPT			
6/21/19 321 CEDAR ST DAVENPORT IA ATTEMPT			

* If additional space is needed, please attach sheets with additional signatures.

* If you are unable to make contact with a resident/business, please indicate the date(s)/ time(s) you attempted.

2019 Quad-City Times Bix 7

“Brady Street Sprints”

The Brady Street Sprints, a quarter mile sprint up Brady Street hill will take place on Thursday, July 25th. There will be 4 divisions, men’s and woman’s divisions, consisting of 5 to 6 participants in each division.

Also, there will be a High School relay teams division for both boys and girls. All area high schools will be invited. This will be a 4 X 100 relay for both boys and girls.

There will also be a corporate division where all Bix sponsors will compete against each other in the relays.

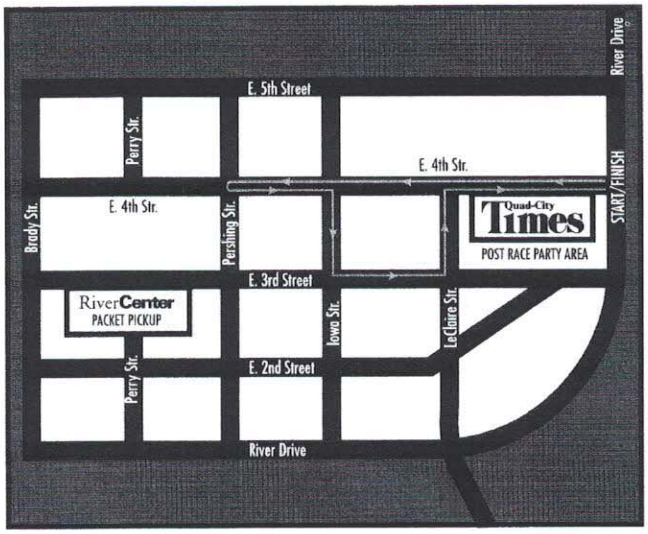
This event will be televised “live” for one hour and then rebroadcast on the Bix 7 television network, hosted by KWQC TV. We request no parking posted 24 hours in advance, as parked vehicles along the race course inhibit the telecast and participant safety, as all lanes of traffic are needed.

The Brady Street Sprints will run from 7:00pm to 8:00pm on July 25th, 2019.

Also, joining the Brady Street Sprints will be our own Bix 7 favorites, Bill Rodgers, Joan Benoit Samuelson, and Meb Keflezighi.

We are requesting proper police support to maintain a safe environment.

7/10 MILE

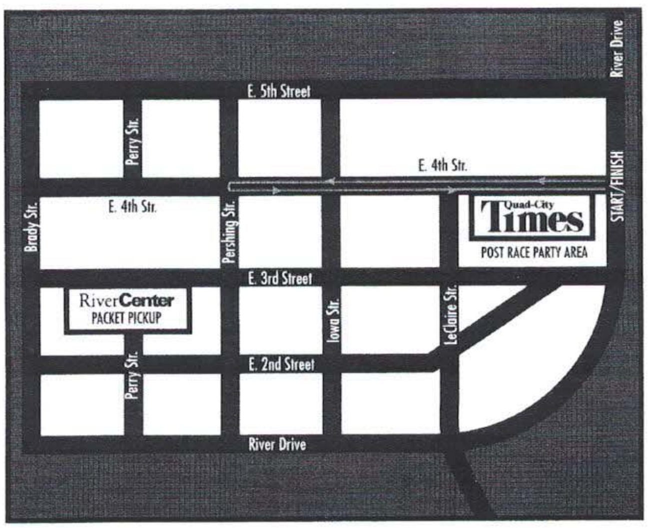


CHILDREN AGES 8-12 - 7/10 MILE COURSE

8, 9, 10, 11 & 12 year olds - **6:00 PM**

Age groups will start approximately 10 minutes apart. Please be ready by 6 PM.

1/2 MILE

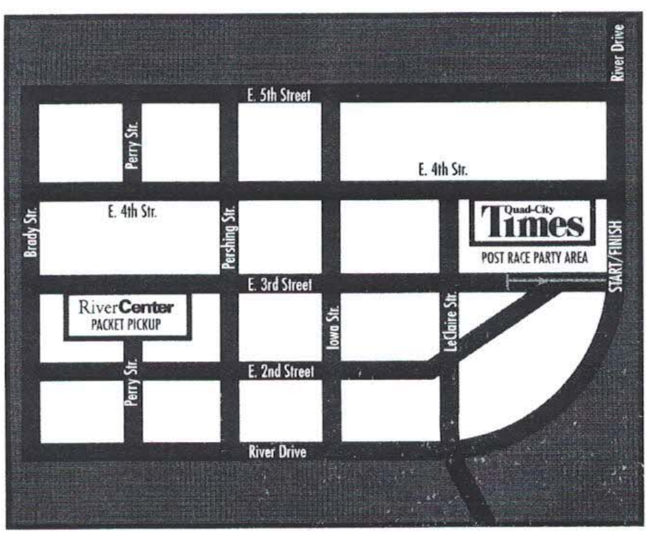


CHILDREN AGES 6-7 - 1/2 MILE COURSE

6 & 7 year olds - **6:00 PM**

Age groups will start approximately 10 minutes apart. Please be ready by 6 PM.

70 YARDS



CHILDREN 5 & UNDER - 70 YARDS

Diaper Dash (at the Finish Line) - **6:00 PM**

2, 3, 4 & 5 YEAR OLD age groups will start approximately 10 minutes apart. There will be multiple heats for each age division. Please be ready by 6 PM.

2019 "The Jr. Bix 7"

Children's fun run for kids 12 & under:

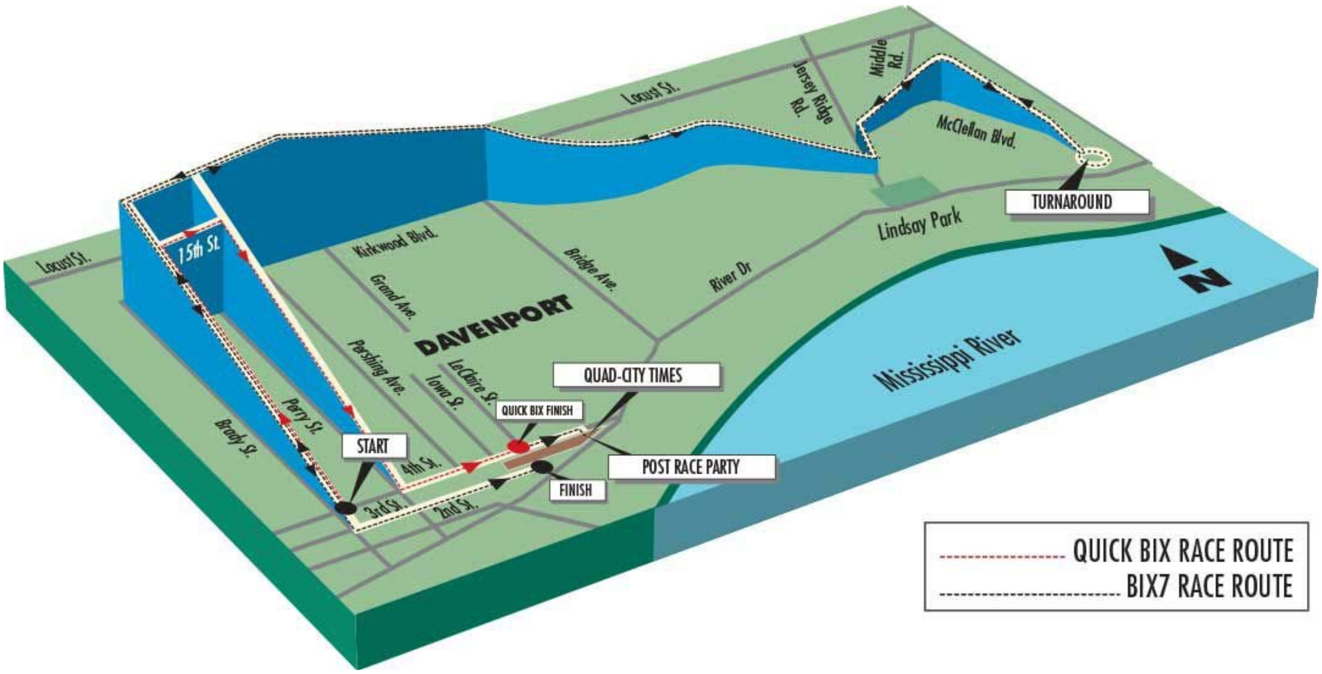
The Cornbelt Running Club is requesting to have 4th Street closed to traffic from River Dr. to Pershing St. The hours of the closing would be from 3:00 pm until 9:00 pm. The date is Friday, July 26, 2019. Also, we request to have 3rd St. from Iowa St. to River Dr. closed for the same period.

We would also need to have no parking on 4th St. from River Dr. to Pershing St. and on 3rd St., Iowa St to River Dr. on that day (7/26/19).

The event is a children's fun run. The ages would be from 12 yrs. and under. The distances would range from 7/10 of a mile to 70 yards.

Each age would have a separate race, so there will be several races going on.

We are requesting the proper police support to maintain a safe environment.



Locust St.
Middle Rd.
Jersey Ridge Rd.
McClellan Blvd.
TURNAROUND
Lindsay Park
Locust St.
15th St.
Kirkwood Blvd.
Grand Ave.
Bridge Ave.
River Dr
DAVENPORT
Pershing Ave.
LeClaire St.
Iowa St.
QUAD-CITY TIMES
QUICK BIX FINISH
Mississippi River
Perry St.
Brady St.
START
4th St.
POST RACE PARTY
FINISH
3rd St.
2nd St.
N
QUICK BIX RACE ROUTE
BIX7 RACE ROUTE

2019 Quad-City Times Bix 7

"Quick Bix"

For the 45th Anniversary of the Quad-City Times Bix 7, we will present the "Quick Bix". The Quick Bix is a two mile fun run or walk. It goes up Brady Street hill to 15th St. where it turns right for one block to Perry Street. The course then turns right onto Perry St. and then down the hill to 4th Street. At 4th St. the course takes a left turn to the finish at Le Claire St. Everyone will continue to sign up for the Bix 7 and then on race day decide which event to run.

See attached map of the course.

The Cornbelt Running Club is requesting the following:

1. Closing the "Quick Bix" course on July 27th, 2019 to traffic and no parking signs on 15th Street from Brady St. to Perry St. and no parking on Perry St. from 15th St. to 4th Street. Also no parking on 4th St. from Brady St. to River Dr.

2. Course would need to be closed from 7:00 am. to 11:00 am.

3. There were over 4,000 participants in the Quick Bix in 2018.

2019 Quad-City Times Bix 7

"45th Anniversary"

The 45th Anniversary of the annual Bix 7 road race will be held on July 27th, 2019. The event will attract up to 20,000 participants and will use 5,000 volunteers to insure the safety and welfare of all participants.

The Cornbelt Running Club is requesting the following.

1. Closing the entire course route on July 27th, 2019. We will need to have "no parking" allowed from 5:30 am until 12 noon.

2. No parking should start the evening before to insure no cars on the course race day.

3. The "Start Line" will again be at 4th St. & Brady St.

4. At the start up of the race on Brady St., it will be necessary to notify all businesses in this area that the crowd of participants will make it impossible for access to their establishments until after the start of the event. At approximately 8:15 am., the Running Club will notify them that access is available.

5. The finish of the race will be on 3rd St. We will be turning left onto 3rd St. after coming down Brady St. The finish will be approximately at Le Claire St. The flow of the entrants will take them down 3rd. St. into the Quad-City Times parking lot.

6. We are requesting to have 3rd St. closed to traffic at 3:00 pm on July 26th for set up of the finish line. 3rd St. from Iowa to River Dr. will need to be closed to all traffic until 12 noon on July 27th.

7. Bix 7 Medical Tent occupies LeClaire St. from 2nd to 3rd Sts. We are requesting this block be closed, with no parking, beginning 12 noon on Friday, July 26th, with reopening at 12 noon on Saturday, July 27th. It is essential for the medical care of treated participants to have fast and easy access for emergency vehicles, should transport to the hospital be required.

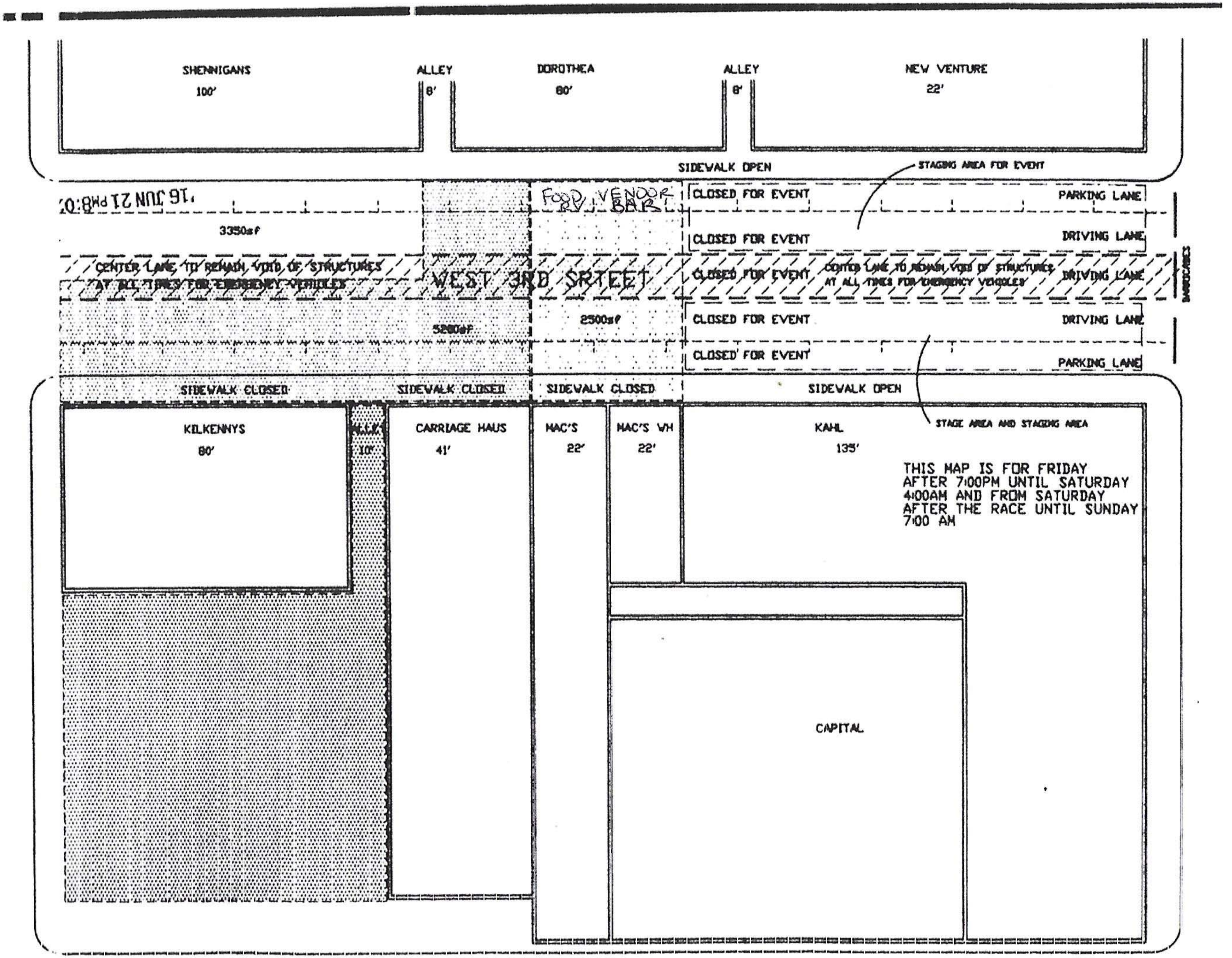
8. We will need no parking signs put up on Thursday so that there will not be cars on the street during our set up.

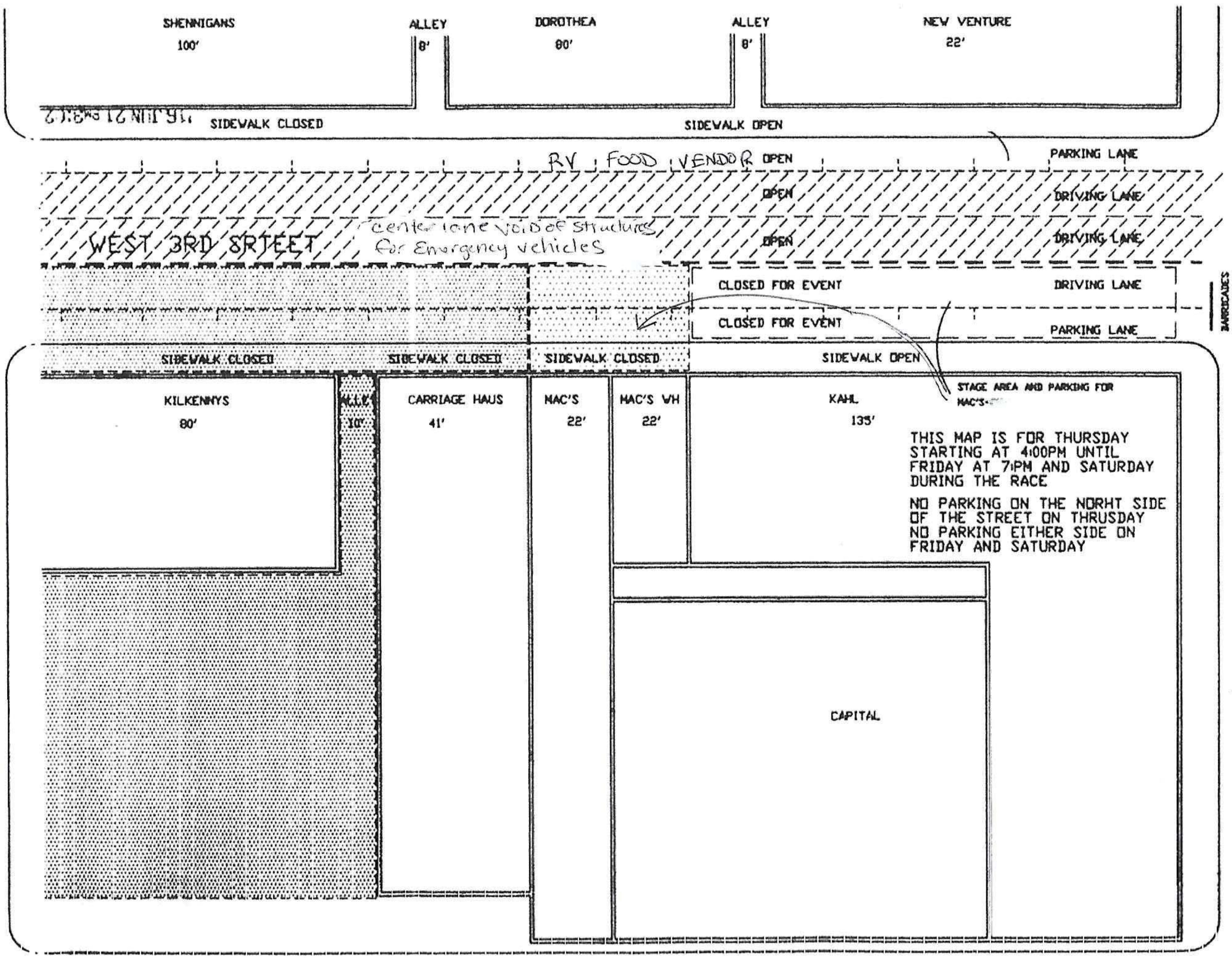
9. The after race party for the 20,000 participants will take place in the Quad-City Times parking lot.

10. We are requesting closing 4th St. from River Dr. to Le Claire St. for additional room for the after race party. This will need to be closed off Saturday morning, 6:00 am until 12 noon on July 27th.

11. We will also need barricades and other material, snow fence, etc.


FRIDAY 4PM- 2AM
NORTH PARKING LANE
AND TWO NORTH
TRAVEL LANES
CENTER LANE TO REMAIN
FREE OF ALL OBSTACLES
FOR EMERGENCY VEHICLES
W 3rd St
Kilkenny's Pub
Tent
SATURDAY
10AM -2AM
BOTH PARKING
LANES AND
ALL TRAVEL LANES
PARKING AND TWO LANES WEST
FRIDAY AND SATURDAY
4PM JULY 26- 6AM JULY 28TH
N Harrison St
461


SHENNIGANS
100'
ALLEY
8'
DOROTHEA
80'
ALLEY
8'
NEW VENTURE
22'
SIDEWALK OPEN
STAGING AREA FOR EVENT
'16 JUN 21 PM 8:02
3350sf
FOOD VENDOR
RV BAR
CLOSED FOR EVENT
PARKING LANE
CLOSED FOR EVENT
DRIVING LANE
CENTER LANE TO REMAIN VOID OF STRUCTURES
AT ALL TIMES FOR EMERGENCY VEHICLES
WEST 3RD SRTEET
CLOSED FOR EVENT
CENTER LANE TO REMAIN VOID OF STRUCTURES
AT ALL TIMES FOR EMERGENCY VEHICLES
DRIVING LANE
BARRICADES
5280sf
2500sf
CLOSED FOR EVENT
DRIVING LANE
CLOSED FOR EVENT
PARKING LANE
SIDEWALK CLOSED
SIDEWALK CLOSED
SIDEWALK CLOSED
SIDEWALK OPEN
STAGE AREA AND STAGING AREA
KILKENNYS
80'
ALLEY
10'
CARRIAGE HAUS
41'
MAC'S
22'
MAC'S WH
22'
KAHL
135'
THIS MAP IS FOR FRIDAY
AFTER 7:00PM UNTIL SATURDAY
4:00AM AND FROM SATURDAY
AFTER THE RACE UNTIL SUNDAY
7:00 AM
CAPITAL


SHENNIGANS
100'
ALLEY
8'
DOROTHEA
80'
ALLEY
8'
NEW VENTURE
22'
SIDEWALK CLOSED
SIDEWALK OPEN
RV FOOD VENDOR
OPEN
PARKING LANE
OPEN
DRIVING LANE
WEST 3RD SRTEET
center lane void of structures for Emergency vehicles
OPEN
DRIVING LANE
CLOSED FOR EVENT
DRIVING LANE
CLOSED FOR EVENT
PARKING LANE
BARRICADES
SIDEWALK CLOSED
SIDEWALK CLOSED
SIDEWALK CLOSED
SIDEWALK OPEN
STAGE AREA AND PARKING FOR MAC'S
KILKENNYS
80'
ALLEY
10'
CARRIAGE HAUS
41'
MAC'S
22'
MAC'S WH
22'
KAHL
135'
THIS MAP IS FOR THURSDAY STARTING AT 4:00PM UNTIL FRIDAY AT 7PM AND SATURDAY DURING THE RACE
NO PARKING ON THE NORHT SIDE OF THE STREET ON THRUSDAY NO PARKING EITHER SIDE ON FRIDAY AND SATURDAY
CAPITAL

City of Davenport

Agenda Group:	**Action / Date**
Department: City Clerk	**7/2/2019**
Contact Info: Brian Krup 563-326-6163	
Wards:	

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

Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

MOTION TO SUSPEND THE RULES AND VOTE LATER ON THIS AGENDA.

Recommendation:
Adopt the Resolution.

Background:
Per the City's Special Events Policy, City Council will approve street/lane/public grounds closures based on the recommendation of the Special Events Committee.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Street Closure Map
Backup Material	Street Closure Petition

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/26/2019 - 11:46 AM

Resolution No.____________

Resolution offered by Alderman Gripp

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 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 on the date(s) listed below will need to be closed, and

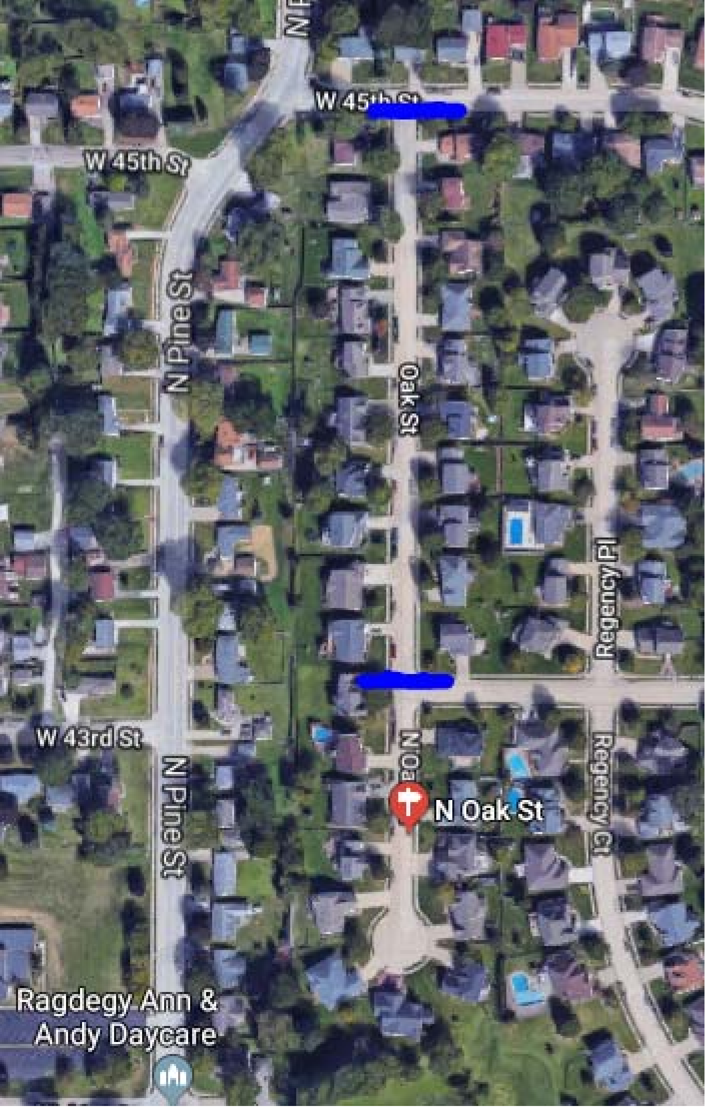
NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s), or public grounds on the following date(s) and time(s):

Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

Approved: Attest:

______________________________ ______________________________

Frank Klipsch, Mayor Brian Krup, Deputy City Clerk



W 45th St
W 45th St
N Pine St
Oak St
Regency Pl
W 43rd St
N Oa
N Oak St
Regency Ct
N Pine St
Ragdegy Ann &
Andy Daycare

Petition to close Oak St. From 43rd st to 45th st July 4 2019 from 12:15pm to 11:00pm for a neighborhood Block party.

Name	Address	Signature
1 Karen Burbridge	4421 OAK ST	Karen [illegible]
2 Carolyn Schwartz	4425 OAK	Carolyn Schwartz
3 ANGELIQUE JONES	4424 OAK	Angelique Jones
4 Phil Richards	4423 N. Oak St.	[illegible]
5 TAMMY ROEHLK	4420 N. OAK ST	T Roehlk
6 MIKE MOELLER	4326 N. OAK ST	Mike Moell
7 JEFF H Streeter	4318 OAK St	[illegible]
8 PAUL STRAYER	4310 OAK ST	Paul [illegible]
9 Craig Rubemeyer	4304 N. OAK	[illegible]
10 Jerry White	4315 N Oak	Jerry White
11 Darell [illegible]	4321 N. OAK	Darell [illegible]
12 Karen Frick	4408 N. OAK	Karen Frick
13 MATTHEW FANNING	4401 N OAK	[illegible]
14 TIM SHEA	4414 N OAK ST	Tim S
15 Lela Tarver	4426 Oak	Lela Tarver
16 ALI GHARAMI	4309 OAK	[illegible]
17		
18		
19		

City of Davenport

Agenda Group: **Action / Date**
Department: City Clerk **7/10/2019**
Contact Info: Brian Krup 563-326-6163
Wards:

Subject:
Motion approving noise variance request(s) for various events on the listed dates and times.

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

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

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

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

Recommendation:
Pass the Motion.

Background:
The following requests for noise variances have been received pursuant to the Davenport Municipal Code Chapter 8.19 Noise Abatement, Section 8.19.090 Special Variances.

ATTACHMENTS:

	Type	Description
🗋	Backup Material	Bix Porch Party Noise Petition

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/18/2019 - 11:52 AM

City of Davenport
Noise Variance Signature Petition

On the 1st day of August, 2019, there is proposed an event, requested by Davenport Public Library. This will require the City Council to approve a noise variance for this event during the hours of 11am - 1pm.

Please sign your name and print your address below and indicate whether you favor, oppose, or are not concerned about a noise variance being issued for this event (check one please).

Name and Address	Favor	Oppose	Not Concerned
Downtown Deli 330 N. Main St DAV, IA	X		
City Center Properties	✓		
apartment complex & dress			
shop are owned by them			

Please use additional sheets, if necessary.

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **7/2/2019**
Contact Info: Sherry Eastman 563-326-7795
Wards:

Subject:
Motion approving beer and liquor license applications.

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

Ward 3

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

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

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

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

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

Ward 7

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

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

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

Ward 1

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

Ward 2

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

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

Ward 3

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

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

Ward 4

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

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

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

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

Ward 5

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

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

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

Ward 6

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

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

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

Ward 7

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

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

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

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

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

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

Ward 8

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

Recommendation:
Consider the license applications.

Background:
The following applications have been reviewed by the Police, Fire, and Zoning Departments.

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	6/27/2019 - 10:00 AM
Finance Committee	Wright, Brandon	Approved	6/27/2019 - 10:00 AM
City Clerk	Admin, Default	Approved	6/27/2019 - 11:33 AM

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/10/2019**
Contact Info: Nick Schmuecker 563-327-5162
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
Due to extended inundation of flood water, the existing turf located adjacent to the riverfront in downtown Davenport is in need of replacement. This project will strip the existing surface and replace with either sod or new top soil and seed.

Funding for the Riverfront Turf Replacement Project is established within the flood fund 50314250-520231. The current estimate is $475,000.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution letter

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:29 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:29 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:49 PM

Resolution No.______________

Resolution offered by Alderman Dunn

Resolution approving the plans, specifications, form of contract and estimated cost for the Riverfront Turf Replacement Project. [Ward 3]

WHEREAS, on the 17th day of June, 2019, plans, specifications, forms of contract, and an estimate of cost were filed with the City Clerk of Davenport, Iowa, for the Riverfront Turf Replacement Project.

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said Riverfront Turf Replacement Project.

Passed and approved this 10th day of July, 2019.

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/2/2019**
Contact Info: Eric Gravert 563-327-5125
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
This contract was to repair/provide ADA compliant curb ramps at various locations throughout the City. The contract includes the construction of curb ramps, associated sidewalk, hydro-seeding, erosion controls, and other works required to construct ADA compliant curb ramps.

The project was completed accordance with the City of Davenport requirements with a final amount of $245,924.52 budgeted in CIP #28016.

ATTACHMENTS:

Type	Description
Resolution Letter	PW Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:32 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:32 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:50 PM

Resolution No.____________

Resolution offered by Alderman Dunn

Resolution of acceptance for the construction of the FY2018/2019 Civic Access (ADA Ramp) Improvement Program Project completed by McDermott Concrete, LLC of Blue Grass, IA.

Whereas, the City of Davenport entered into a contract with McDermott Concrete, LLC of Blue Grass, IA for construction work; and

Whereas, work on the project has been satisfactorily completed

Now, therefore, be it resolved, by the City Council of the City of Davenport, Iowa: that the FY2018 Civic Access (ADA Ramp) Improvement Program Project is hereby accepted.

Passed and approved this 10th day of July, 2019.

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/2/2019**
Contact Info: Eric Gravert 563-327-5125
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
During Minturn's continuing work on these bridges, they discovered nine more beams ends had to be repaired, partial depth patches quantity had increased, and concrete repair areas were larger and more frequent than the consultant's inspections.

This change order approves the additional contract amount to be used for construction installation services performed by Minturn, Inc.

SUMMARY OF CONTRACT AMOUNT:

Original Contract	$313,446.00
Previous Change Orders	$19,833.00
Change Order #4	$100,000.00
Amended Contract Amount	$433,279.00

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 3:00 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 3:01 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:52 PM

Resolution No._____________

RESOLUTION offered by Alderman Ambrose

RESOLUTION approving Change Order number 4 to Minturn, Inc in the amount not to exceed $100,000.00 for the 2018 Bridge Maintenance Project, CIP #21001.

WHEREAS, City of Davenport, Iowa entered into a contract with Minturn, Inc for the 2018 Bridge Maintenance; and

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

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

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

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Davenport, Iowa, that Change Order #4 in the amount not to exceed $100,000.00 for the 2018 Bridge Maintenance Project is hereby approved.

Passed and approved this 10th day of July, 2019

Approved:	Attest:
__________________________	_____________________________
Frank Klipsch, Mayor	Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/2/2019**
Contact Info: Brad Guy 563-327-5105
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
An Invitation for Bid was issued on May 20, 2019 for the FY20 Sewer Lateral Repair Program. On June 10, 2019 the Purchasing Division received and opened 4 responsive and responsible bids.

The following list are the contractors that have agreed to the City's determined fair and reasonable pricing for the program and the amounts in which contracts are recommended to be awarded:

Petersen Plumbing & Heating:	$400,000.00
Hometown Plumbing & Heating:	$250,000.00
Tappendorf Plumbing:	$150,000.00
Hagerty Earthworks LLC:	$100,000.00

Funding for this program has been budgeted and is available in CIP #30049.

ATTACHMENTS:

Type	Description
Resolution Letter	RES_FY20 Laterals Contract Awards

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:37 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:37 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:53 PM

Resolution No._____________

Resolution offered by Alderman Dunn

Resolved by the City Council of the City of Davenport.

Resolution to award a contract to four (4) contractors for the Fiscal Year 2020 Sewer Lateral Repair Program in the amount of $900,000, CIP #30049. [All Wards]

Whereas, the FY20 Sewer Lateral Repair Program was duly advertised and published according to state law, and

Whereas, four (4) responsible and responsive bids were received at the appointed time and place for the bid opening;

Whereas, the purchasing process resulted in a recommendation to award contracts for the above-said work as follows:

Petersen Plumbing & Heating:	$400,000.00
Hometown Plumbing & Heating:	$250,000.00
Tappendorf Plumbing:	$150,000.00
Hagerty Earthworks LLC:	$100,000.00

Now, Therefore, be it Resolved by the City of Davenport, Iowa that the contract awards for the Fiscal Year 2020 Sewer Lateral Repair Program in the previously stated amounts are hereby approved, and

Be it Further Resolved, that the Project Manager has the authority to increase quantities, for each contract, within the Capitol Improvement Project budget constraints, upon approval of the Director of Public Works.

Passed and Approved this 10th day of July, 2019.

Approved: Attest:

____________________________ ____________________________

Frank Klipsch, Mayor Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works - Admin	**7/2/2019**
Contact Info: Nicole Gleason 563-327-5150	
Wards:	

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

Recommendation:
Adopt the Resolution.

Background:
On May 29, 2019, an Invitation to Bid was issued and sent to contractors. On June 18, 2019, the Purchasing Division opened and read four responsive and responsible bids. See bid tab attached.

This contract is intended to remove existing Portland Cement Concrete (PCC) pavement on N Lincoln Avenue from W Locust St to W Central Park Ave and replace with full depth hot mix asphalt (HMA). The proposed improvements include, but are not limited to, removing existing PCC pavement, excavating for new subbase, preparing subgrade, placing and compacting new subbase, placing and compacting new HMA, adjusting fixtures, and re-establishing traffic paint. This work will not begin until August 6th after the Mississippi Valley Fair is completed.

McCarthy Improvement Company was the lowest responsive and responsible bidder and are being recommended for this contract.

Funding for this project is from CIP #35035 High Volume Street Repair Program. This funds are available from the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
Cover Memo	PW_RES_N Lincoln Ave Reconstruction from Locust St to Central Park Ave
Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	6/27/2019 - 2:38 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:38 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:54 PM

Resolution No.____________

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the N Lincoln Ave Reconstruction from Locust St to Central Park Ave to McCarthy Improvement Company of Davenport, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the N Lincoln Ave Reconstruction from Locust St to Central Park Ave; and

WHEREAS, McCarthy Improvement Company of Davenport was the lowest responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that:

1. Approving the contract for the N Lincoln Ave Reconstruction from Locust St to Central Park Ave project to McCarthy Improvement Company of Davenport; and

2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:	Approved:
______________________________	______________________________
Brian Krup Deputy City Clerk	Frank Klipsch Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: N LINCOLN AVE RECONSTRUCTION LOCUST ST TO CENTRAL PARK AVE

BID NUMBER: 19-120

OPENING DATE: JUNE 18, 2019

GL ACCOUNT NUMBER: 70057699 530350 35035

RECOMMENDATION: AWARD THE CONTRACT TO MCCARTHY IMPROVEMENT COMPANY OF DAVENPORT

VENDOR NAME	**Bid Amount**
McCarthy Improvement Company of Davenport IA	**$789,213.35**
Hawkeye Paving Corporation of Bettendorf IA	$869,072.00
Valley Construction Company of Rock Island IL	$953,866.30
Langman Construction Inc. of RockIsland IL	$961,861.70

Approved By Kristi Keller 6-26-19
Purchasing

Approved By Nicole Gleason 6-26-19
Director

Approved By Brandi Conger 6-26-19
Budget/CIP

Approved By Linda Stolland 6-26-19
Finance Director

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works - Admin	**7/2/2019**
Contact Info: Nicole Gleason 563-327-5150	
Wards:	

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

Recommendation:
Adopt the Resolution.

Background:
On May 22, 2019, an Invitation to Bid was issued and sent to contractors. On June 11, 2019, the Purchasing Division opened and read two responsive and responsible bids. See bid tab attached.

The work includes the furnishing of all labor, materials, equipment and services necessary for the construction of a Streetscape improvement along the south side of the 100 Block of East 3rd Street. The work shall include removal of existing concrete curb and gutter and sidewalk, removal of existing light poles, utility removal and adjustment. It shall also include the construction of a 2 feet wide concrete curb and gutter, a four feet wide brick streetscape, a concrete sidewalk, installation of tree wells and decorative lighting, construction of ADA accessible ramps, relocation of a storm sewer catch basin, and utility structure adjustment. The work is further described to include all excavation, filling, sloping, erosion control, top soil placement, associated surface restoration and traffic control.

Emery Construction Group is being recommended for the contract as the lowest responsive and responsible bid. This price includes an owner contingency of $25,000, to be used at the owner's discretion for change orders. Any balance left of this amount will not be paid out.

Funding for this project is from CIP #35022 Downtown Streetscaping Program.

ATTACHMENTS:

Type	Description
Cover Memo	PW_RES_100 Block E 3rd Street Streetscaping
Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	6/27/2019 - 2:40 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:41 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 5:09 PM

Resolution No.______________

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the 100 Block E 3rd Street Streetscaping project to Emery Construction Group Inc. of Moline IL, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the 100 Block E 3rd Street Streetscaping project; and

WHEREAS, Emery Construction Group Inc. of Moline IL was the lowest responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that:

1. Approving the contract for the 100 Block E 3rd Street Streetscaping project to Emery Construction Group Inc. of Moline IL; and

2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:	Approved:
______________________________	______________________________
Brian Krup Deputy City Clerk	Frank Klipsch Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: 100 BLOCK E 3RD ST STREETSCAPING

BID NUMBER: 19-118

OPENING DATE: JUNE 11, 2019

GL ACCOUNT NUMBER: 70049675 530350 35022

RECOMMENDATION: AWARD THE CONTRACT TO EMERY CONSTRUCTION GROUP INC OF MOLINE IL

VENDOR NAME	Bid Amount
Emery Construction Group Inc of Moline IL	**$198,988.65**
Langman Construction Inc of Rock Island IL	$224,162.10

Approved By Kristi Keller 6-26-19
Purchasing

Approved By Nicole Gleason 6/18/19
Director

Approved By Brandi Conger 6-26-19
Budget/CIP

Approved By Linda Stolland 6-26-19
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **7/2/2019**
Contact Info: Nicole Gleason 563-327-5150
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
On June 4, 2019, an Invitation to Bid was issued and sent to 92 contractors. On June 24, 2019, the Purchasing Division opened and read one responsive and responsible bid. See bid tab.

The Civic Access (ADA Ramp) program is budgeted for $350,000 worth of work in the fiscal year, July 1, 2019 – June 30, 2020. There is also a second year funding option for this contract, July 1, 2020 – June 30, 2021, for which the minimum budget is $200,000. Funding for the second year option is not guaranteed.

McDermott Concrete LLC, is being recommended for the contract.

Funding for this project is from the CIP #28024 Civic Access Program. These funds are from the sale of General Obligation Bonds.

ATTACHMENTS:

	Type	Description
🗋	Cover Memo	PW_RES_FY20 Civic Access (ADA Ramp) Program
🗋	Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	6/27/2019 - 2:42 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 3:02 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 5:10 PM

Resolution No.______________

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the FY20 Civic Access (ADA Ramp) Program to McDermott Concrete LLC of Blue Grass IA, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the FY20 Civic Access (ADA Ramp) Program; and

WHEREAS, McDermott Concrete LLC of Blue Grass IA was the lowest responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that:

1. Approving the contract for the FY20 Civic Access (ADA Ramp) Program to McDermott Concrete LLC of Blue Grass IA; and

2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:	Approved:
______________________________	______________________________
Brian Krup Deputy City Clerk	Frank Klipsch Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: FY20 & FY21 CIVIC ACCESS (ADA RAMP) PROGRAM

BID NUMBER: 19-123

OPENING DATE: JUNE 24, 2019

GL ACCOUNT NUMBER: 70627680 530350 28024

RECOMMENDATION: AWARD THE CONTRACT TO MCDERMOTT CONCRETE LLC OF BLUE GRASS IA

VENDOR NAME

McDermott Concrete LLC of Blue Grass IA

Approved By Kristi Keller 6-26-19
Purchasing

Approved By Nicole Gleason 6/25/19
Director

Approved By Brandi Coyne 6-26-19
Budget/CIP

Approved By Linda Stolland 6-26-19
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **7/3/2019**
Contact Info: Nicole Gleason 563-327-5150
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
An Invitation to Bid was issued on June 5, 2019 and sent to vendors. On June 25, 2019, the Purchasing Division opened and read four bids. Peerless-AV was the lowest responsive and responsible vendor. See bid tab attached.

This project consists of the purchase and replacement of existing ballpark video board/scoreboard & ribbon board located at Modern Woodmen Park with a new LED display.

Funding for this project is from the Modern Woodmen Park Capital Improvement account. These funds are from the sale of General Obligation Bonds.

ATTACHMENTS:

Type	Description
Cover Memo	PW_RES_MWP Video Board & Ribbon Board Replacement
Cover Memo	Bid Tab for Greensheet

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	6/27/2019 - 2:57 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 3:06 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 5:12 PM

Resolution No.____________

Resolution offered by Alderman Dunn.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the contract for the MWP Video Board & Ribbon Board Replacement project to Peerless-AV of Aurora IL, and authorizing Mayor Frank Klipsch or designee to sign and manage any related agreements.

WHEREAS, the City needs to contract for the MWP Video Board & Ribbon Board Replacement project; and

WHEREAS, Peerless-AV of Aurora IL was the lowest responsive and responsible bidder;

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that:

1. Approving the contract for the MWP Video Board & Ribbon Board Replacement project to Peerless-AV of Aurora IL; and

2. Mayor Frank Klipsch or designee is authorized to sign and manage any related agreements;

Attest:	Approved:
______________________	______________________
Brian Krup Deputy City Clerk	Frank Klipsch Mayor

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: MWP VIDEO BOARD, RIBBON BOARD AND NEW FIBER OPTIC AND CONDUIT

BID NUMBER: 19-124

OPENING DATE: JUNE 25, 2019

GL ACCOUNT NUMBER: 77390699 530350 10481

RECOMMENDATION: AWARD THE CONTRACT TO PEERLESS INDUSTRIES DBA PEERLESS-AV OF AURORA IL

VENDOR NAME	PRICE
Peerless-AV of Aurora IL	**$411,924**
Watchfire Signs of Danville IL	$614,420
Daktronics Inc of Brookings SD	$646,276
Prismview LLC of Logan UT	$846,826

Approved By Kristi Keller 6-26-19
Purchasing

Approved By Nicole Gleason 6/26/19
Director

Approved By Brandi Coyne 6-26-19
Budget/CIP

Approved By Linda Stolland 6-26-19
Finance Director

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Admin **7/2/2019**
Contact Info: Clay Merritt 563-888-3055
Wards:

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

Recommendation:
Adopt the Resolution

Background:
City ordinance allows the City Council to order in permanent sidewalk whenever a street or portion therefor has been graded. Property owners have the option of constructing new sidewalk by selecting their own contractor; however, if an owner does not construct the sidewalk within the stated period of time (normally 20 days, although reasonable extension may be granted), then the City may proceed to install the sidewalk with its contractor, and subsequently bill the owner for the cost. The owner then has the option of paying the bill over time (not exceeding ten years) as a special assessment at Scott County.

ATTACHMENTS:

	Type	Description
	Resolution Letter	Resolution Document - Page 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	6/28/2019 - 11:19 AM
Public Works Committee	Lechvar, Gina	Approved	6/28/2019 - 1:45 PM
City Clerk	Thorndike, Tiffany	Approved	6/28/2019 - 4:32 PM

Resolution No._____________

Resolution offered by Alderman Dunn

RESOLVED by the City Council of the City of Davenport.

RESOLUTION ordering in sidewalks related to the 2020 Sidewalk Construction Program.

<u>Miscellaneous Parcels:</u>
Parcel No. U0939-05D
Parcel No. U0939-06D
Parcel No. U0939-06B
Parcel No. N0851-06B
Parcel S2919-40C (1326 Eagles Crest Drive)

WHEREAS, the City Council has the authority to order construction of new sidewalks under Chapter 12, Section 12.12.220 of the Davenport Municipal Code; and

WHEREAS, the property owners are given the opportunity to have the work be done by their own contractor;

NOW, THEREFORE, BE IT RESOLVED that under the authority of the Davenport Municipal Code, the City Council hereby orders sidewalk to be constructed in conformance with 2019 SUDAS specifications at the locations identified above; and

BE IT FURTHER RESOLVED that if said sidewalks are not constructed by the property owner the City will construct the sidewalk under the FY 2020 Sidewalk Construction Program and specially assess the cost thereof under the provisions of the Municipal Code of the City of Davenport.

Passed and approved this 10th day of July, 2019.

Approved: Attest:

__________________________ _____________________________
Frank Klipsch, Mayor Brian Krup, Deputy City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/2/2019**
Contact Info: Eric Gravert 563-327-5125
Wards:

Subject:
Motion approving change order #8 to Langman Construction in the amount not-to-exceed $50,000 with 90% funded by an FAA grant for the Davenport Municipal Airport Runway 15/33 Reconstruction Project, CIP #20010. [Ward 8]

Recommendation:
Pass the Motion.

Background:
Change order #8 approves the amount to be added to the contract for existing storm sewer repairs, which is eroding soil through leaking pipe joints, creating sink holes in three different locations, and creating hazards for maintenance activities. The storm sewer repairs will also require 5 additional days to be added to the contract duration.

This project is being managed by the City of Davenport and is 90% funded by a Federal Aviation Administration grant. This project is funded through CIP #20010.

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

SUMMARY OF CONTRACT AMOUNT:

Original Contract	$6,709,394.52
Previous Change Orders	$259,939.53
Change Order #8	$50,000.00
Amended Contract Amount	$7,019,334.05

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:34 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:34 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 5:18 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Public Works - Engineering **7/2/2019**
Contact Info: Eric Gravert 563-327-5125
Wards:

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

Recommendation:
Pass the Motion.

Background:
This contract was for the installation of new stadium lighting for the new Miracle Field of the Quad Cities. The funds for this project are from private donation after extensive fundraising by Parks and Recreation Department staff.

The project was completed in accordance with City of Davenport requirements with a final contract amount of $66,504 budgeted in CIP #64030.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:33 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 2:33 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 5:19 PM

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **6/5/2019**
Contact Info: Brandon Wright 563-326-7750
Wards:

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

Recommendation:
Adopt the Ordinance.

Background:
Franchise agreements are contracts in the form of an ordinance between a municipal government and a utility company. These agreements provide the authority and legal basis for a company to use the streets, alleys, and public places within the municipal corporations for the poles, wires, pipes, and other facilities necessary to provide natural gas to customers.

Under the natural gas franchise agreement, MidAmerican is granted the authority to:

- install, operate, and maintain facilities.
- trim trees in the public right of way.
- serve customers including the sale and delivery of natural gas.
- restore rights of way.
- adhere to Iowa Utilities Board rules and regulations.
- meet Davenport's energy needs.

Under the agreement, the City of Davenport is guaranteed:

- indemnification.
- no-cost relocations of company facilities.
- franchise fees, if separately approved by the City Council.

While this Ordinance permits the City Council to take separate action to institute a natural gas franchise fee similar to many other Iowa communities, it does not impose a franchise fee on customers. To date, Davenport has not elected to impose a franchise fee on Davenport customers. If such action is desired in the future, Council action would be required to begin that process.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	5/21/2019 - 3:56 PM

Finance Committee	Wright, Brandon	Approved	5/21/2019 - 3:56 PM
City Clerk	Admin, Default	Approved	5/21/2019 - 4:49 PM

ORDINANCE NO. ____

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

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

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

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

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

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with any above or below-ground utility services or facilities which have been or may hereafter be located by or under authority of the City.

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

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

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

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

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

Section 9. The Company shall indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this __th day of ____________ 2019.

CITY OF DAVENPORT, IOWA

By: ______________________________

Mayor/Mayor Pro Tem

ATTEST:

__________________________ (OFFICIAL SEAL)

City Clerk

I, ______________________________, City Clerk of the City of Davenport, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. ____, passed by the City Council of said City at a meeting held ______________, 2019, and signed by the mayor ______________, 2019, and published as provided by law on _______________, 2019.

_________________________ (OFFICIAL SEAL)

City Clerk

City of Davenport

Agenda Group: **Action / Date**
Department: Finance **6/5/2019**
Contact Info: Brandon Wright 563-326-7750
Wards:

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

Recommendation:
Adopt the Ordinance.

Background:
Franchise agreements are contracts in the form of an Ordinance between a municipal government and a utility company. These agreements provide the authority and legal basis for a company to use the streets, alleys, and public places within the municipal corporations for the poles, wires, pipes, and other facilities necessary to provide electricity to customers.

Under the electric franchise agreement, MidAmerican is granted the authority to:

- install, operate, and maintain facilities.
- trim trees in the public right of way.
- serve customers including the sale and delivery of electricity.
- restore rights of way.
- adhere to Iowa Utilities Board rules and regulations.
- meet Davenport's energy needs.

Under the agreement, the City of Davenport is guaranteed:

- indemnification.
- no-cost relocations of company facilities.
- franchise fees, if separately approved by the City Council.

While this Ordinance permits the City Council to take separate action to institute an electric franchise fee similar to many other Iowa communities, it does not impose a franchise fee on customers. To date, Davenport has not elected to impose a franchise fee on Davenport customers. If such action is desired in the future, Council action would be required to begin that process.

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Wright, Brandon	Approved	5/21/2019 - 3:55 PM
Finance Committee	Wright, Brandon	Approved	5/21/2019 - 3:56 PM

City Clerk	Admin, Default	Approved	5/21/2019 - 4:47 PM

ORDINANCE NO.________________

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

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

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

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, (hereinafter called "Company,)" and its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Davenport, Iowa, (hereinafter called the "City,)" a system for the transmission and distribution of electric energy and communications signals along, under, over and upon the streets, avenues, rights of way and alleys to serve customers within the City, and to furnish and sell electric energy to the City and its inhabitants. The Company is granted the right to exercise of powers of eminent domain, subject to City Council approval. This franchise shall be effective for a twenty-five (25) year period from and after the effective date of this ordinance.

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

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

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

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

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

Section 7. In making excavations in any streets, avenues and public places for the installation, maintenance or repair of conductor, conduits or the erection of poles and wires or other appliances, the Company shall not unreasonably obstruct the use of the streets, and shall replace the surface, restoring the condition as existed prior to the company excavation. In emergencies which require immediate excavation, the Company may proceed with the work without first applying for or obtaining the permit, provided, however, that Company shall apply for and obtain the excavation permit as soon as possible after commencing such emergency work. The Company shall comply with all provisions and requirements of the City in its regulation of the use of City right of way in performing such work. The Company shall comply with all City ordinances regarding paving cuts, placement of facilities and restoration of pavement and other public infrastructure. Company shall complete all repairs in a timely manner. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition.

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

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

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

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

Section 11. Upon reasonable request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in City right of way, including documents, maps and other information in paper or electronic or other forms ("Information.") The Company and City recognize the Information may in whole or part be considered a confidential record under state or federal law or both. Therefore, City shall not release any Information without prior consent of the Company and shall return the Information to Company upon request. City recognizes that Company claims the Information may constitute a trade secret or is otherwise protected from public disclosure by state or federal law on other grounds, and agrees to retain the

Information in its non-public files. Furthermore, the City agrees that no documents, maps or other Information provided to the City by the Company shall be made available to the public or other entities if such documents or Information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 CFR 388.112 and 388.113, or Chapter 22 of the Code of Iowa, as such statutes and regulations may be amended from time to time. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure, the Company shall assume, upon request of the City, the defense of said action and reimburse the City any and all costs, including attorney fees and penalties to the extent allowed by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this ____ day of _______________, 2019.

CITY OF DAVENPORT, IOWA

By:___________________________________
Mayor/Mayor Pro Tem

ATTEST:

____
City Clerk

(OFFICIAL SEAL)

I, ___________________________________, City Clerk of the City of Davenport, Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. __________, passed by the City Council of said City at a meeting held ________________, 2019, and signed by the mayor _______________, 2019, and published/posted as provided by law on ________________, 2019.

____

(OFFICIAL SEAL)

City Clerk

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Works - Engineering	**7/2/2019**
Contact Info: Mike Atchley 563-327-5149	
Wards:	

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

Recommendation:
Adopt the Resolution.

Background:
Willis and Renee Simmons are interested in purchasing parcels E0014-12 and E0014-13, both along the 1400 Block of Christie St adjacent to the south of 1409 Christie, owned by Willis and Renee Simmons. The Simmons also own 1404 which is across the street of the above mentioned parcels.
There were two other interested parties for these parcels; however, the petitioners are offering $200 for parcel E0014-12 and $400 for parcel E0014-13 which are both more than the other offers.

The Public Hearing is scheduled at the Committee of the Whole Meeting on Wednesday, July 17, 2019 at 5:30 p.m. at City Hall in the Council Chambers.

ATTACHMENTS:

	Type	Description
🗋	Resolution Letter	PW Pg 2
🗋	Cover Memo	Aerial of parcels to be sold

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	6/27/2019 - 2:58 PM
Public Works Committee	Lechvar, Gina	Approved	6/27/2019 - 3:12 PM
City Clerk	Admin, Default	Approved	6/27/2019 - 3:46 PM

Resolution No.____________

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

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

WHEREAS, the City of Davenport currently owns the vacated parcels E0014-12 and E0014-13, both along the 1400 Block of Christie Street.

WHEREAS, the City of Davenport desires to sell its interest in the aforementioned real estate, and

WHEREAS, Willis and Renee Simmons, has offered to acquire said property, and

WHEREAS, Iowa law requires a city to hold a public hearing prior to conveying its interest in real property,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that a public hearing concerning the proposed conveyance of vacated parcels above, will be held on July 17, 2019, at 5:30 p.m., in the Council Chambers, Davenport City Hall, 226 West Fourth Street, Davenport, Iowa.

Approved:	Attest:
______________________________	______________________________
Frank Klipsch, Mayor	Brian Krup, City Clerk

Enter Address or Intersectic
Willis and Renee Simmons
E0014-12
E0014-13
Willis and Renee Simmons
CHRISTIE ST
DAVIDSON AND TRUE'S PLAT
ROBERT CHRISTIE'S 2ND ADD.
REPLAT OF JOHN H. WHITAKER'S 1ST ADD.
UTILITY POLE
HYDRANT
20
21
22
23
24
25
1420
1408
1404
-90.545 41.535 Degrees
Scott County Iowa, Bi-State Regional Commission
POWERED BY esri

City of Davenport

Agenda Group: **Action / Date**
Department: Human Resources **7/2/2019**
Contact Info: Mallory Merritt 563-326-7792
Wards:

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

Recommendation:
Adopt the Resolution.

Background:
A request for proposals was issued on April 8, 2019 for the third party administration of employee health insurance benefits. The request was sent to 53 firms. On May 17, 2019, the Purchasing Division opened and received five proposals, and all submittals were considered responsible and responsive and evaluated by a committee.

The proposals were thoroughly evaluated by a cross-sectional committee including representatives from each of the City's six bargaining groups, Human Resources staff, and the City's benefits consultant. The proposals were initially evaluated on the following criteria: (1) Network Access - 20%; (2) Financial Analysis - 25%; (3) Plan Administration - 25%; (4) Member Services - 25%; and (5) Proposal Completeness - 5%

After the initial evaluations were conducted, interviews were conducted with firms scoring a 70% or higher. In early June, the above referenced cross-sectional committee interviewed three firms on-site. The committee unanimously supported the selection of UMR, Inc to provide these services.

The adopted contract will serve approximately 744 employees and their dependents.

ATTACHMENTS:

Type	Description
Resolution Letter	TPA Resolution Letter
Exhibit	TPA Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Merritt, Mallory	Approved	6/26/2019 - 6:02 PM
Finance Committee	Wright, Brandon	Approved	6/27/2019 - 9:58 AM
City Clerk	Admin, Default	Approved	6/27/2019 - 11:34 AM

Resolution No.____________

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

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

WHEREAS, the City of Davenport desires to enter into a contract with UMR, Inc. of Wausau, WI. for the administration of employee health insurance benefits;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa that the three-year contract with UMR, Inc. of Wausau, WI. is approved.

Passed and approved this 10th day of July, 2019.

Approved: Attest:

______________________________ ______________________________

Frank Klipsch, Mayor Brian Krup, Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: THIRD PARTY ADMINISTRATOR

BID NUMBER: 19-93

OPENING DATE: MAY 17, 2019

GL ACCOUNT NUMBER: 50460700 520236

RECOMMENDATION: AWARD THE CONTRACT TO UMR, INC.

VENDOR NAME	LOCATION
UMR, INC.	**Wausau, Wisconsin**
Employee Benefit Systems	Burlington, Iowa
Group Administrators, Ltd.	Schaumburg, Illinois
SISCO Benefits	Dubuque, Iowa
Wellmark Blue Cross and Blue Shield	Des Moines, Iowa

Approved By Kristi Keller
Purchasing

Approved By Mallory P. Merritt
Director

Approved By
Budget/CIP

Approved By Linda Stolland
Finance Director

City of Davenport

Agenda Group:	**Action / Date**
Department: Human Resources	**7/2/2019**
Contact Info: Mallory Merritt 563-326-7792	
Wards:	

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

Recommendation:
Adopt the Resolution.

Background:
A request for proposals was issued on April 8, 2019 for prescription benefit management services. This request for proposals was sent directly to 15 firms. On May 17, 2019, the Purchasing Division opened and received nine proposals, and five of the responses were considered responsive and responsible.

Five submittals were evaluated by a cross-sectional committee on the following criteria: (1) Formulary Management - 25%; (2) Member Services - 35%; (3) Financial Analysis - 35%; and (4) Proposal Completeness - 5%

After the evaluations were completed, all five firms scored over 70% and were invited to participate in interviews with the selection committee. One of the five firms withdrew due to a conflict of interest with another provider. All aspects of the evaluation process included representatives from each of the City's six bargaining groups, Human Resources Department management staff, and the City's benefits consultant.

The selection committee voted unanimously to recommend Script Care for approval by the City Council.

This contract will serve approximately 744 employees and their dependents.

ATTACHMENTS:

Type	Description
Resolution Letter	PBM Resolution Letter
Exhibit	PBM Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Merritt, Mallory	Approved	6/26/2019 - 6:01 PM
Finance Committee	Wright, Brandon	Approved	6/27/2019 - 9:58 AM
City Clerk	Admin, Default	Approved	6/27/2019 - 11:36 AM

Resolution No._____________

Resolution offered by Alderman Matson

RESOLVED by the City Council of the City of Davenport.

RESOLUTION awarding a three-year contract with the option of two one-year extensions for prescription benefit management to Script Care, LTD of Beaumont, TX. and authorizing the Human Resources Director to sign all related agreements.

WHEREAS, the City of Davenport desires to enter into a contract with Script Care, LTD. of Beaumont, TX. for prescription benefit management services;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa that the three-year contract with Script Care, LTD. of Beaumont, TX. is approved.

Passed and approved this 10th day of July, 2019.

Approved:	Attest:
Frank Klipsch, Mayor	Brian Krup, Deputy City Clerk

CITY OF DAVENPORT, IOWA
BID TABULATION

DESCRIPTION: PRESCRIPTION BENEFIT MANAGER

BID NUMBER: 19-92

OPENING DATE: MAY 17, 2019

GL ACCOUNT NUMBER: 50460700 520236

RECOMMENDATION: AWARD THE CONTRACT TO SCRIPT CARE, LTD.

VENDOR NAME	LOCATION
SCRIPT CARE, INC.	**Beaumont, Texas**
CastiaRx	Bannockburn, Illinois
Express Scripts, Inc.	St. Louis, Missouri
MaxCare	Edmond, Oklahoma
National CooperativeRx	Fitchburg, Wisconsin
Phoenix Benefits Management Information	Cumming, Georgia
RxBenefits	Birmingham, Alabama
Serve You Rx	Milwaukee, Wisconsin
Wellmark Blue Cross and Blue Shield	Des Moines, Iowa

Approved By Kristi Keller
Purchasing

Approved By Mallory P. Merritt
Director

Approved By [illegible]
Budget/CIP

Approved By Linda S Folland
Finance Director

City of Davenport

Agenda Group:	**Action / Date**
Department: City Clerk	**7/2/2019**
Contact Info: Brian Krup 563-326-6163	
Wards:	

Subject:
Motion for suspension of the rules to vote on the following item:

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/26/2019 - 11:49 AM

City of Davenport

Agenda Group:	**Action / Date**
Department: Public Safety	**7/2/2019**
Contact Info: Brian Krup 563-326-6163	
Wards:	

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

Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

Recommendation:
Adopt the Resolution.

Background:
Per the City's Special Events Policy, City Council will approve street/lane/public grounds closures based on the recommendation of the Special Events Committee.

ATTACHMENTS:

Type	Description
Resolution Letter	Resolution
Backup Material	Street Closure Map
Backup Material	Street Closure Petition

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	6/26/2019 - 11:46 AM

Resolution No._____________

Resolution offered by Alderman Gripp

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 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 on the date(s) listed below will need to be closed, and

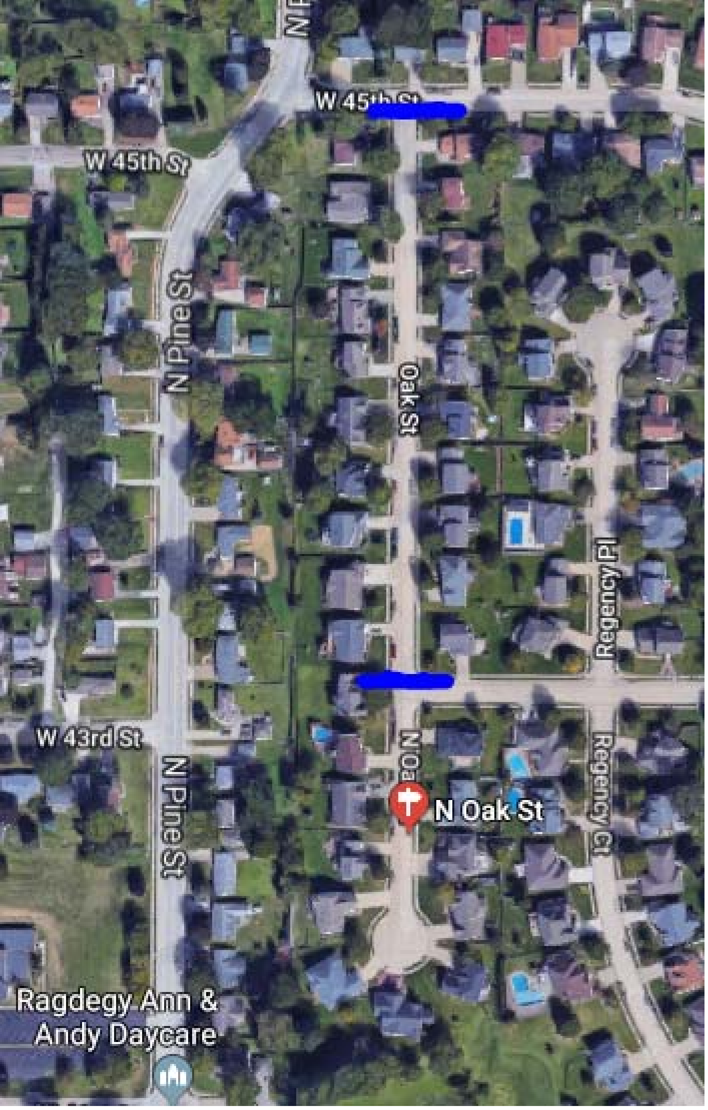
NOW, THEREFORE, BE IT RESOLVED that the City Council approves and directs the staff to proceed with the temporary closure of the following street(s), lane(s), or public grounds on the following date(s) and time(s):

Andrew Kaufman; Oak St Block Party; 4415 Oak St; Thursday, July 4, 2019 1:00 p.m. - 11:00 p.m.; **Closure:** Oak St between W 43rd St and W 45th St. [Ward 2 & 7]

Approved: Attest:

______________________________ ______________________________

Frank Klipsch, Mayor Brian Krup, Deputy City Clerk



W 45th St
W 45th St
N Pine St
Oak St
Regency Pl
W 43rd St
N Pine St
N Oa
N Oak St
Regency Ct
Ragdegy Ann &
Andy Daycare

Petition to close Oak St. From 43rd st to 45th st July 4 2019 from 12:15pm to 11:00pm for a neighborhood Block party.

	Name	Address	Signature
1	Karen Burbridge	4421 OAK ST	Karen [illegible]
2	Carolyn Schwartz	4425 OAK	Carolyn Schwartz
3	ANGELIQUE JONES	4424 OAK	Angelique Jones
4	Phil Richards	4423 N. Oak St.	[illegible]
5	TAMMY ROEHLK	4420 N. OAK ST	[illegible] Roehlk
6	MIKE MOELLER	4326 N. OAK ST	Mike Moell[illegible]
7	JEFF H Streeter	4318 OAK St	[illegible]
8	PAUL STRAYER	4310 OAK ST	Paul [illegible]
9	Craig Rubemeyer	4304 N. OAK	[illegible]
10	Jerry White	4315 N Oak	Jerry White
11	Darell Brown	4321 N. OAK	Darell B[illegible]
12	Karen Frick	4408 N. OAK	Karen Frick
13	MATTHEW FANNING	4401 N OAK	[illegible]
14	TIM SHEA	4414 N OAK ST	Tim [illegible]
15	Lela Tarver	4426 Oak	Lela Tarver
16	ALI GHARAMI	4309 OAK	[illegible]
17			
18			
19			