

CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, April 12, 2017; 5:30 PM

City Hall, 226 West 4th Street

****REVISED April 10, 2017****

I. Moment of Silence

II. Pledge of Allegiance

III. Roll Call

IV. Meeting Protocol and Decorum

V. Approval of Minutes

Approval of the City Council Meeting Minutes for March 22, 2017

VI. City Administrator Update

VII. Report on Committee of the Whole

Report of the Committee of the Whole for April 5, 2017

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Historic Preservation Commission
Joseph Wonio (new appointment; fills a vacancy)
2. Design Review Board
Derrick Nix

B. Proclamations

1. Fair Housing Month - April 2017

IX. Presentations

- A. City of Davenport 50th Anniversary for support of Bi-State
- B. Local Business Recognition of Molyneaux Insurance Inc.
- C. Genesis Behavioral Health Services Update

X. Petitions and Communications from Council Members and the Mayor

- A. Community Engagement Update - Alderman Rawson, Chair

XI. Individual Approval of Items on the Discussion Agenda

1. Motion approving the noise variance request for Rob Wehmeyer, 2224 Rockingham Road, Outdoor Music/Neighborhood Party, April 15, 2017 from 10 a.m. to 11:00 p.m.,

Over 50 dBa [Ward 1]

XII. Approval of All Items on the Consent Agenda

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

Community Development

1. Resolution authorizing the Mayor to execute the Iowa Certified Local Government Grant Request for Reimbursement. [All Wards]
2. Resolution approving Case No. F17-02 being the final plat of Windmill Hill Third Addition, located along the north side of West Locust Street west of Jebens Avenue (2722 W Locust St), containing one (1) commercial lot on 0.67 acres, more or less. [4th Ward]
3. Resolution approving Case No. F17-03 being the final plat of Daisy Fields Addition located south of East 32nd Street and east of Lorton Avenue (2707 E 32nd St) containing two (2) residential lots. [6th Ward]
4. Resolution accepting the Flood Mitigation Assistance Grant for the elevation of the interior floor of 916 W River Drive and authorize the Mayor to sign the Project Subaward Agreement (FMA-PJ-07-IA-2016-001).
5. Resolution setting a public hearing to convey properties to the Petitioner, Build by Architects, LLC.

Public Safety

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

The Mound Tap, 1029 Mound Street, Outdoor Sidewalk Event in conjunction with Easter Egg Scramble, April 15, 2017, 8:00 a.m. to 12:00 a.m.; Closure Location is sidewalk in front of 1029 Mound Street; Ward 5

Project Renewal, Fit Fest, April 22, 2017; 7:00 a.m. to 12:00 p.m.; Closure Location: West 6th Street between Marquette and Gaines Streets and Warren Street closed between 5th and 6th Streets; Ward 3

Ganzo's, Cinco de Mayo Festival, May 6, 2017; 6:00 a.m. to 12:00 a.m.; Closure Location: Marquette Street right in front of 3923 North Marquette to north driveway of 3940 North Marquette Street; Ward 7

Ganzo's, Cinco de Mayo 5K, May 6, 2017; 6:00 a.m. to 12:00 p.m.; Closure Location: Start/Finish in front of restaurant, west on West 41st Street to Division Street, north on Division to West 53rd, east on West 53rd to Northwest Blvd, south on Taylor Street to West 52nd Street, west on W 52nd and Garner Drive to West 51st Street, East on 51st Street to Fillmore Lane, south on Fillmore Lane to West 46th Street, East on West 46th Street to Marquette, south on Marquette to finish line at Ganzo's Restaurant; Ward 7

Village of East Davenport Association, Village in Bloom Festival of the Arts; May 6, 2017; 6:00 a.m. to 6:00 p.m.; Closure Location: 11th Street between Mound Street and Jersey Ridge Road and Christie Street from 11th Street north to the alley; Ward 5

The Mound Tap, 1029 Mound Street, Outdoor Sidewalk Event in conjunction with Tour de Brew, May 6th 2017, 8:00 a.m. to 2:00 a.m.; Closure Location is sidewalk in front of 1029 Mound Street, Ward 5

Keller Williams Realty, Red Day 5K 2017, May 11, 2017, 5:30 a.m. to 6:00 p.m.; Closure Location: Beiderbecke Drive between Ripley and Brady Streets, then onto bike path to Mississippi Avenue turn-around finishing at Modern Woodmen Park; Ward 3

St Paul Lutheran Church, May Fest, May 21, 2017; 8:00 a.m. to 3:00 p.m.; Closure Location: Lombard Street between Main and Brady Streets; Ward 5

Quad City Bicycle Club, Kwik Star Criterium, May 29, 2017; 5:00 a.m. to 10:00 p.m.; Closure Location: Mound Street from 11th to 12th Streets; 11th Street from Mound Street to Hillcrest Avenue; Hillcrest Avenue to Fulton Avenue; Fulton Avenue from Hillcrest to Mound Street; Wards 5 & 6

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

Kilkenny's Pub, 312 West 3rd Street, Just Chords Reunion Tour, April 14-15, 2017, 7:00 p.m. to 1:00 a.m., Over 50 dBA; Ward 3

The Mound Tap, 1029 Mound Street, Outdoor Sidewalk Event/Easter Egg Scramble Weekend, April 15, 2017, 8:00 a.m. to 12:00 a.m., Over 50 dBA, Ward 5

Azteca, 4811 North Brady Street, Cinco de Mayo Celebration, May 4, 2017, 4:00 p.m. to 10:00 p.m., May 5, 2017, 4:00 p.m. to 1:00 a.m., Over 50 dBA; Ward 6

Ganzo's, 3923 North Marquette Street, Cinco de Mayo Fiesta, May 5, 2017, 5:00 p.m. to 10:00 p.m. and May 6, 2017, 12:00 p.m. to 12:00 a.m., Over 50 dBA; Ward 7

Village of East Davenport Association, Village in Bloom, May 6, 2017, 10:00 a.m. to 4:00 p.m., Over 50 dBA; Wards 5 and 6

St. Paul Lutheran Church, 2136 Brady Street, Mayfest, May 21, 2017, 12:00 p.m. to 2:00 p.m., Over 50 dBA, Ward 5

3. Motion approving beer and liquor license applications.

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

Ward 1

Thirsty's On Third, LLC (Thirsty's On Third, LLC) - 2202 W 3rd St. - Outdoor Area

May 6-7, 2017 'Rev It Up For Awareness Ride' - License Type: C Liquor

Ward 3

Kilkenny's Pub & Eatery (Kilkenny's Pub, Inc.) - 300 W 3rd St. - Outdoor Area April 14-16, 2017 'Just Chords Reunion Tour' - License Type: C Liquor

Los Candiles Mexican Restaurant, Inc. (Los Candiles Mexican Restaurant, Inc.) - 1717 W 3rd St.- License Type: C Liquor

Ward 5

The Mound (Mound QC, LLC) - 1029 Mound St. - Outdoor Area April 15-16, 2017 'Easter Egg Scramble' - License Type: C Liquor

Rookie's Sports Bar (Rookies, Inc.) - 2818 Brady St. - Outdoor Area April 29-30, 2017 'Customer Appreciation Event' - License Type: C Liquor

Ward 6

Fresh Thyme Farmers Market (Lakes Venture, LLC) - 2130 E Kimberly Rd. - License Type: C Beer

Ward 7

Ganzo's (Ganzo's, LTD) - 3923 N Marquette St. - Outdoor Area May 5-6, 2017 'Cinco De Mayo Event' - License Type: C Liquor

Hooters Of Davenport (HOA Restaurant Holder, LLC) - 110 E Kimberly Rd. - Outdoor Area May 19, 2017 'Annual Swimsuit Pageant' - License Type: C Liquor

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

Ward 2

SNS Mart (Sleesha Mini Mart LLC) - 1715 W Kimberly Rd. - License Type: C Beer / B Wine

Ward 3

Boozies Bar and Grill (BZE Holdings, Inc.) - 114 1/2 W 3rd St. - License Type: C Liquor

Cru 221 (Cru 221, LLC) - 221 Brady St. - License Type: C Liquor / B Wine

La Finca LLC (La Finca LLC) - 916 W 2nd St. - License Type: B Beer

Zeke's Island Café on the Hill (Lumpy's Inc.) - 1509 N Harrison St. - Outdoor Area - License Type: C Liquor

Ward 5

Brady Mart Food & Liquor (Midwest Stores LLC) - 3107 Brady St. - License Type: E Liquor / B Wine / C Beer

The 11th Street Precinct Bar and Grill (Carpe Diem I LLC) - 2108 E 11th St. - Outdoor Area - License Type: C Liquor

Stadium Club (Si's, Inc.) - 2828 Brady St. - License Type: C Liquor

Ward 6

QC Dynasty Buffet (Osaka Buffet Inc.) - 5388 Elmore Cir. - License Type: C Liquor

Public Works

1. Resolution approving the plans, specifications, form of contract and estimate of cost for the FY18 Sewer Lining Program. CIP #30036 funded at \$1,000,000 in bonds abated by sewer funds. [All Wards]
2. Resolution approving contract amendment #2 for additional design services with Snyder & Associates in the amount of \$182,000 for the extension of West 76th Street budgeted in CIP #01629. [Ward 8]
3. Resolution accepting the Fuel Facility Modernization Project at the Davenport Municipal Airport in the amount of \$601,637.16. Funding is from the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000 and CIP# 10102 at 75%, \$451,637. [Ward 8]
4. Motion approving the contract for the Collection System (Sanitary Sewer Manholes) Rehabilitation Program Engineering Design and Preparation of Bid Documents for professional engineering services to Strand Associates, Inc. in the amount not-to-exceed \$46,000; FY 2018/FY 2019 CIP #30034. [All Wards]
5. Motion approving amendment number three (3) to the contract with Valley Construction Co. for the 14th District Interceptor Sewer Project in the amount of \$29,600, budgeted in CIP #00165. [Ward 7]
6. Motion approving amendment number one (1) with McClure Engineering Company for the 2016 Davenport Industrial Growth Plan in the amount not-to-exceed \$59,360, budgeted in CIP # 30003. [All Wards]
7. Motion awarding a contract for the demolition of eleven structures to Holst Trucking and Excavating of LeClaire, IA in an amount not to exceed \$124,200. CIP #22002. [Wards 1,3,4,5,6, and 8]
8. Motion approving change order #1 to modify the scope of work for the construction contract with Lionmark Construction / Missouri Petroleum for Slurry Sealing, Cape Sealing, and Micro-Surfacing various streets throughout the City in the amount of \$70,466.04, budgeted in CIP #35015. [All Wards]
9. Motion awarding a contract for the city wide Fuel System Modernization to Central

Petroleum Equipment Co. (CPEC) of Blue Grass IA in the amount of \$407,474.90. CIP #24005, #24006, and #24007 [All Wards]

10. Motion approving a contract with Altorfer, Inc of Davenport, IA for \$97,000 for the overhaul of engine #1 at the Water Pollution Control Plant (WPCP). Funding for this purchase is from the WPCP operating budget. [All Wards]
11. Motion to award the sanitary sewer replacement project at Kimberly Rd. and Harrison St. to Needham Excavating, Inc. of Walcott, IA in the amount of \$231,899.60. CIP #30028 [Ward 7]

Finance

1. Resolution fixing a meeting date for the hearing on the issuance of not-to-exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018. [All Wards]
2. Resolution relating to financing of certain projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. [All Wards]
3. Motion awarding a contract for the Fire Station #3 HVAC upgrade to Hornbuckle Heating And Air Conditioning, Inc. of Davenport in the amount of \$116,804. CIP #63002 [Ward 7]
4. Motion approving the purchase of two 1/2 ton pickup trucks from Brown's West Branch of West Branch, IA in the amount of \$47,818. [All Wards]
5. Motion awarding the lowest responsive and responsible vendors for the provision of street materials for the 2017 construction season. [All Wards]
6. Motion awarding a contract for architectural and engineering services for the Davenport Municipal Airport to McClure Engineering Co., of Clive, IA. [Ward 8]
7. Motion awarding the purchase and installation of a chiller at the Ground Transportation Center to Waldinger Corp. of Buffalo, IA in the amount of \$89,900. [Ward 3]
8. Motion directing the Mayor to sign the Memorandum of Understanding between City of Davenport and Genesis Health Group. [All Wards]

XIII. Other Ordinances, Resolutions and Motions

1. Motion for suspension of the rules to add an vote on the following item.
2. Motion approving the purchase of a LeeBoy pothole patch machine from the NJPA contract in the amount of \$224,295 budgeted in Street Equipment Operating Fund, account #54702031-530303. [All Wards]

XIV. Public with Business

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

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

XV. Reports of City Officials

1. Civil Service Certification Lists

XVI. Adjourn

City of Davenport

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

Action / Date
4/12/2017

Subject:
Approval of the City Council Meeting Minutes for March 22, 2017

ATTACHMENTS:

Type	Description
▣ Cover Memo	Minutes 032217

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/6/2017 - 10:25 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, March 22, 2017---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Pro tem Justin presiding and all aldermen present except Ald. Gordon.

The minutes of the February 22, 2017 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, March 15, 2017---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present except Ald. Tompkins. The following Public Hearings were held: Community Development: on the recommendations for Year 43 (July 1, 2017 – June 30, 2018) Community Development Block Grant (CDBG) funds. Public Works: to grant an above ground utility easement in the amount of \$250 to CenturyLink QC on City property west of the Duck Creek Recreational Trail (3000 Block of Fernwood Avenue extended). Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gripp, second by Ald. Dickmann all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Ambrose the following items moved to the Discussion Agenda: Thirsty's on 3rd request for street closure and noise variance and St. Ambrose University request for a noise variance; all other items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Dunn, second by Ald. Justin item 1 moved to the Discussion Agenda with a recommendation for suspension of the rules and passage on second consideration; all other items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Gordon, second by Ald. Ambrose all items moved to the Consent Agenda. Council adjourned at 6:10 p.m.

The following Appointments were approved: Affirmative Action Advisory Commission: Shonda Liddell; Vera Kelly (Ald. Dickmann voting nay), 109.

The following Proclamations were issued: Crime Victims Awareness Week, Junior Achievement Day, National Service Recognition Day, 110.

March 22, 2017

The Discussion Agenda items were as follows: NOTE: The votes on all ordinances and resolutions were by roll call vote. The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.

The following ordinance was adopted on second consideration, upon suspension of the rules and passage onto third consideration: enacting right of way management rules and processes, 111.

The following resolution was adopted as amended by changing the time of closure to 11 p.m.: Thirsty's on 3rd, Rev It Up for Awareness Ride, May 5th to 7th; 7 a.m. to 11 p.m., Closure Location: Pine St between 3rd and 4th Streets and all lanes of 3rd Street from the intersection of Pine St to 2236 W 3rd Street, 112.

The following noise variance requests were passed: as amended Thirsty's on 3rd, Rev it Up for Awareness Ride, May 6, 2017; Time: 8:00 AM - 11:00 PM, Over 50 dBa; St. Ambrose University, Final Weekend in April, April 27-29, 2017; Time: Thursday, 8:00 PM - 11:00 PM; Friday 8:00 PM - 12:00 AM; Saturday 12:00 p.m. - 1:00 AM, Over 50 dBa, 113.

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

Community Development: The following resolutions were adopted: approving Case No. F16-17 being the final plat of Crystal Creek Eighth Addition, located west of Zenith Avenue and north of Emerald and Crystal Creek Drives containing four (4) residential lots on 19.77 acres, more or less, 114; approving Case No. F15-18 being the final plat of Green AutoPark First Addition, also being in part a replat of Lot 1 of the Replat of Lot 2 of Mel Foster Co. Properties Inc. Commercial Park 1st Addition, part of Lot 2 of Hampton Inn Addition, and all of Lot 4 and part of Lot 5 of Margaret B. Denkmann's 1st Addition all to the City of Davenport, located at 3210 East Kimberly Road containing 1 commercial lot, 115.

The following motion was passed: approving the allocations for Year 43 (July 1, 2017 – June 30, 2018) Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds, 116.

Public Safety: The following resolution was adopted: Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s), 117.

March 22, 2017

The following motions were passed: approving the petition for a street light in front of 2033 Dixwell Street, 118; approving the petition for a street light in front of 1517 Perry Street, 119; approving noise variance request(s) for various events on the listed dates at the listed times, 120; approving all submitted beer and liquor license applications, 121.

Public Works: The following resolutions were adopted: to grant an above ground utility easement in the amount of \$250 to CenturyLink QC along the north/west side of the Duck Creek Recreational Trail (3000 Block of Fernwood Avenue extended), 122; approving change orders #4 and #5 to Valley Construction Company in the amount of \$114,000 and \$205,000 respectively for the Veteran's Memorial Parkway Paving project from Utica Ridge to the west tie-in to the new I-74 crossover bridge, CIP #10556, 123; approving a contract amendment to the FY17 Sanitary Sewer Lateral Repair Program with Petersen Plumbing in the amount of \$100,000, CIP #30022, 124; approving the contract for architectural/engineering services Multi-Modal Study to RDG Schutte, Wilscam, Birge, Inc. (dba RDG Planning & Design) of Des Moines, Iowa in an amount not to exceed \$110,000, CIP#10151, 125; granting permission to Geneseo Communications, a State of Iowa franchisee, to install a buried communications system In the city right-of-way along 50th Street from approximately 250 feet west of Sheridan Street to Brady Street for a total distance of approximately 1,460 feet. Agreement Reference No. 2017-F5, 126.

The following motion was passed: to award the contract for additional I&I removal to Ihrig Works LLC of Long Grove, IA in the amount of \$227,637, budgeted in CIP #30016, 127.

Finance: The following resolution was adopted: adopting an updated Investment Policy, 128.

The following motions were passed: approving the purchase of a Toro GM5900 16' mower from MTI Distributing of Grimes IA, for the cost of \$91,333.57, 129; awarding the purchase and installation of a new playground at Northwest Park to Boland Recreation of Marshalltown, IA in the amount of \$49,000. CIP #64008, 130; awarding a contract for mental health services to Psychology Health Group of Davenport, IA, 131; approving a contract for city-owned fiber optic underground services to CDB Utility Contractors, Inc. of Davenport, IA. CIP #10506, 132; awarding a month-to-month transit management contract to First Transit Inc. of Cincinnati, OH, 133; awarding a contract for an employee

March 22, 2017

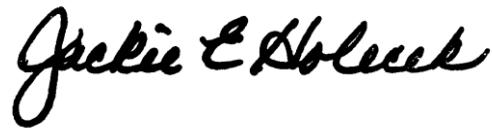
compensation study to Korn Ferry Hay Group of Chicago, IL in a not-to-exceed amount of \$111,000, 135.

The following is a summary of the revenue received for the month of February 2017:

Property taxes	358,685
Other City taxes	1,563,764
Special assessments	-0-
Licenses & permits	292,825
Intergovernmental	5,597,589
Charges for services	3,039,896
Use of monies & propert	70,860
Fines & forfeits	40,448
Bonds/Loan Proceeds	523,565
Miscellaneous	262,177

On motion by Ald. Ambrose, second by Ald. Matson the rules were suspended and the following resolution added to the agenda and adopted: approving a purchase agreement for the acquisition of right-of-way and easements necessary for the 76th Street Extension. The purchase price is \$192,625 and budgeted in CIP #01629, 135.

On motion Council adjourned at 6:35 P.M.



Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

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

Action / Date
4/12/2017

Subject:
Report of the Committee of the Whole for April 5, 2017

ATTACHMENTS:

Type	Description
 Cover Memo	COW Report

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/6/2017 - 10:38 AM

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, April 5, 2017---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present. The following Public Hearings were held: Public Works: on the plans, specifications, form of contract and estimate of cost for the FY18 Sewer Lining Program. CIP #30036 funded at \$1,000,000 in bonds abated by sewer funds. Action items for Discussion: (The votes on all motions were by voice vote. All votes were unanimous unless specifically noted.) Community Development: Ald. Boom reviewed all items listed. On motion by Ald. Gripp, second by Ald. all items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Gripp the noise permit for Rob Wehmeyer, 2224 Rockingham Road moved to the Discussion Agenda and all other items moved to the Consent Agenda. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Dunn, second by Ald. Rawson all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Justin all items moved to the Consent Agenda. Council adjourned at 6:13 p.m.

City of Davenport

Agenda Group: Council
Department: Office of the Mayor
Contact Info: Nevada Lemke
Wards: All

Action / Date
4/12/2017

Subject:
Fair Housing Month - April 2017

ATTACHMENTS:

Type	Description
 Cover Memo	Proclamation

REVIEWERS:

Department	Reviewer	Action	Date
Office of the Mayor	Admin, Default	Approved	4/6/2017 - 2:54 PM



City of Davenport, Iowa

Proclamation

- Whereas** April 2017 marks the 49th anniversary of the passage of the Fair Housing Act in 1968, where we renew our dedication to providing equal opportunity for all of our residents; and
- Whereas** illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; and
- Whereas** we believe that fair housing equals opportunity, and any barriers to opportunity must be dismantled; and
- Whereas** we pledge to reach out to all of our residents – regardless of their race, disability, religion, gender identity, sexual orientation, age, gender, or any other protected personal characteristic – to ensure that their voices are heard and they have a seat at the table.
- Now therefore** We, Mayor Frank Klipsch and the Davenport City Council do hereby proclaim April 2017 in the City of Davenport as

Fair Housing Month

Dated this 12th day of April, 2017

Frank J. Klipsch
Mayor of Davenport

Jackie E. Holecek, MMC
Deputy City Clerk

City of Davenport

Agenda Group: Council
Department: City Clerk
Contact Info: Jackie Holecek
Wards: 1

Action / Date
4/12/2017

Subject:

Motion aproving the noise variance request for Rob Wehmeyer, 2224 Rockingham Road,
Outdoor Music/Neighborhood Party, April 15, 2017 from 10 a.m. to 11:00 p.m., Over 50 dBa
[Ward 1]

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/6/2017 - 9:58 AM

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743 mflynn@ci.davenport.ia.us

Wards: All

Action / Date

4/5/2017

Subject:

Resolution authorizing the Mayor to execute the Iowa Certified Local Government Grant Request for Reimbursement. [All Wards]

Recommendation:

Approve the resolution.

Relationship to Goals:

High performing government.

Background:

The City of Davenport was awarded a \$12,000 Iowa Certified Local Government Grant to host the 2016 Preserve Iowa Summit, which was held 9/15/2017 – 9/17/2017. Approximately 350 people attended the 2016 statewide historic preservation conference.

The \$12,000 was advanced by the City of Davenport. The City is seeking reimbursement for the \$12,000, which requires the Mayor to execute the Iowa Certified Local Government Grant Request for Reimbursement.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution
▣ Backup Material	Executed CLG Grant Contract

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/3/2017 - 2:47 PM

Resolution No. _____

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the Mayor to execute the Iowa Certified Local Government Grant Request for Reimbursement. [All Wards].

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Mayor is authorized to execute the Iowa Certified Local Government Grant Request for Reimbursement;

and the Mayor and Deputy City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

**Contract No. 2016-03
STATE HISTORICAL SOCIETY OF IOWA
GRANT-IN-AID AGREEMENT FOR:**

CLG Davenport, Iowa

Certified Local Government Grant Project

This agreement is made and entered into by and between **Davenport**, hereinafter referred to as the **RECIPIENT**, and the **STATE HISTORICAL SOCIETY OF IOWA**, hereinafter referred to as the **STATE**; WITNESSETH THAT:

WHEREAS, the **STATE**, is interested in broadening the role of local governments in historic preservation through the Certified Local Government program; and

WHEREAS, the **STATE**, in accordance with the National Historic Preservation Amendments of 1980, is providing 10% of its annual federal Historic Preservation Fund appropriation to Certified Local Governments; and

WHEREAS, the **RECIPIENT** has demonstrated its interest in historic preservation by becoming a Certified Local Government, and desires to complete a **historic preservation summit in 2016**;

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. That the **RECIPIENT** is qualified to complete the attached Scope of Work (Exhibit C);
2. That the **RECIPIENT** will be responsible for overseeing all aspects of fiscal management;
3. That the **RECIPIENT** provide a permanent copy of financial records suitable for State and Federal audit as directed under the Single Audit Act of 1984, P.L. 98-502, if required;
4. That the **STATE** provide for only project costs eligible under provisions stipulated by the National Park Service, U.S. Department of the Interior for grants -in-aid. Project work which does not meet Secretary of the Interior's Standards will not be reimbursed for under this contract;
5. That the **STATE** monitor the project and provide input as called for in the attached Scope of Work (Exhibit C);
6. That the Recipient and the **STATE** mutually agree that if, during the duration of the contract, it is deemed necessary by either party to make alterations to or amendments to this Agreement, such changes shall be incorporated into this contract upon mutual agreement and shall be in effect as of the date of the amendment unless otherwise specified within the amendment;
7. That the **STATE** agrees to pay the project eligible costs under the terms of this Agreement;
8. That the **RECIPIENT** and the **STATE** mutually agree to abide by the general and specific conditions attached hereto as Exhibits A, B, C, and D;
9. That the **RECIPIENT** and the **STATE** mutually agree that all work performed under this contract will be completed by **June 30, 2017**;
10. That the **RECIPIENT** and the **STATE** mutually agree that the cost of this contract shall be **\$12,000** (Exhibit D). All eligible costs necessary to carry out the project shall be initially advanced by the **RECIPIENT** and then the **STATE** shall reimburse the **RECIPIENT** for

\$12,000.00, upon receipt of all work products and as specified in the Scope of Work. The final bill must be submitted with the final report by **July 31, 2017**. The agreement will end on **August 15, 2017**.

11. Expenditures are to be according to the Budget, attached as Exhibit D. Adjustments between budget categories are permissible following written mutual consent between the RECIPIENT and the STATE;
12. The RECIPIENT will faithfully comply with all applicable Federal and State laws, regulations and guidelines, including the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation as published in the Federal Register on September 29, 1983;
13. The RECIPIENT shall hold the STATE and federal government harmless from damages in any action arising from the performance of work described herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year last specified below.

RECIPIENT



Mayor Frank J. Klipsch, Mayor, Davenport



Date

STATE

Steve King, AIA, Deputy State Historic Preservation Officer, State of Iowa

Date

EXHIBIT A GENERAL CONDITIONS

ARTICLE I - Amendment of Contract:

The RECIPIENT or the STATE may, during the duration of the Contract, deem it necessary to make alterations to the provisions of this agreement. Any changes, which shall be mutually agreed upon by both parties, shall be incorporated into this Contract. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified within the amendment. A waiver of any conditions of this Contract must be in writing from a duly authorized official of the STATE.

ARTICLE II - Patent and Copyright:

a. No material or product in whole or in part under this Contract shall be subject to patent or copyright by either party in the United States or in any other country.

b. The U.S. Department of the Interior and the State Historical Society of Iowa shall reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish (including in an electronic format), or otherwise use, and to authorize others to use, any materials produced in whole or in part under this Contract for government purposes. Any publication by the RECIPIENT must bear in an appropriate place an acknowledgment of grant support under the National Historic Preservation Act of 1966, as amended, from the U.S. Department of the Interior and the State Historical Society of Iowa.

ARTICLE III - Accounts and Records:

a. Accounts - the RECIPIENT shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Contract to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, supplies, services, and other costs and expenses of whatever nature, for which payment is claimed under this Contract.

b. Audit and Inspection - At all times during normal business hours and as frequently as is deemed necessary, the RECIPIENT shall make available to the STATE all of its records, pertaining to all matters covered by this Contract and shall permit the STATE to audit, examine and make excerpts from such records and all other matters covered by this Contract.

c. Retention of Financial Records - All records in the possession of the RECIPIENT pertaining to this Contract shall be retained by the RECIPIENT for a period of three (3) years beginning with the date upon which final payment under this Contract is issued. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period.

d. The STATE shall reimburse the RECIPIENT for actual, necessary and eligible costs incurred by the RECIPIENT in the conduct of this project. All claims shall include copies of time

utilization sheets, records, documents and other evidence in support of all costs and expenses incurred for the performance of this Contract.

ARTICLE IV - Termination of Contract

a. Termination for Cause - The STATE or the RECIPIENT may terminate this Contract in whole or in part, at any time before the date of completion, whenever it is determined that the other party has failed to comply with the conditions of the Contract. The STATE or RECIPIENT shall promptly notify the other party in writing of the determination and the reasons for the termination, together with the effective date. The RECIPIENT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The STATE shall allow full credit to the RECIPIENT for non-cancelable obligations up to the amount of, if said obligations are properly incurred by the RECIPIENT prior to termination. The STATE shall terminate the contract if it determines that the RECIPIENT is not following cost eligibility as outlined in the Secretary of the Interior Standards, 36 CFR; OMB Circular A-87; and OMB Circular A-102.

b. Termination for Convenience - The STATE and the RECIPIENT may terminate this Contract in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the future expenditure of funds. The two parties shall agree upon the termination conditions, including the effect date and, in the case of partial termination, the portion to be terminated. The RECIPIENT shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The STATE shall allow full credit to the RECIPIENT for non-cancelable obligations up to the amount of award, if said obligations are properly incurred by the RECIPIENT prior to termination.

c. Termination due to Non-Appropriation - Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of the Contract are at any time not forthcoming or insufficient, either through the failure of the Federal Government or of the State of Iowa to appropriate funds or discontinuance or material alteration of the program under which funds were provided, then the STATE shall have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract shall become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover the costs of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the STATE agrees to re-enter a Contract with the terminated RECIPIENT under the same provisions, terms and conditions as the original award. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of the RECIPIENT shall be payment for service completed prior to termination.

d. Right in Incomplete Products - In the event the Contract is terminated, all finished or unfinished portions of the work prepared by or for the RECIPIENT under this Contract shall, at the option of the STATE, become its property, and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project.

ARTICLE V - Interest of Officials and Others:

a. STATE - No officer, employee or advisor of the STATE including a member of the State Historical Society of Iowa Board of Trustees or the State Nominations Review Committee, shall participate in any decisions relating to this Contract which affect his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested or have any interest, direct or indirect, in this Contract or the proceeds thereof. A person has a conflict of interest with respect to a sub-grant, contract subcontract, or any agreement supported with state or federal assistance if the person or any of the following has a financial interest in that application:

1. The person, the person's spouse, minor child, or partner, or;
2. Any organization in which the person is serving as an officer, director, trustee, partner or employee or;
3. Any person or organization with whom the person is negotiating or has any arrangements concerning prospective employment;

Benefit or remuneration other than a fee in accordance with applicable statewide procedures includes, without exception, royalty, commission, contingent fee, professional services contract, brokerage fee, or other payment accruing to the person or any member of his immediate family.

b. RECIPIENT - The RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

ARTICLE VI - Assignment of Interest:

Neither this Agreement or any interest therein, no claim hereunder, shall be assigned or transferred by the RECIPIENT to any other party or parties.

ARTICLE VII - Subcontract:

None of the work or services required under this Agreement shall be subcontracted by the RECIPIENT without prior written approval to subcontract by the STATE.

ARTICLE VIII - Procurement of Professional Services and Equipment:

The RECIPIENT shall procure professional services by competitive negotiation, or small purchase procedures. This requires solicitations from at least three sources to permit reasonable competition consistent with the nature and requirements of the procurement. "Cost-plus-a-percentage-of-cost" contracting is strictly forbidden. Rather, cost reimbursement or fixed price contracting is required.

Project principal investigators must meet the minimum professional standards as outlined in the Code of Federal Regulations, Volume 36 Part 61.

The purchase of any equipment under this agreement over \$300 may not occur without prior written permission of the STATE. The STATE will not approve such purchases until the same are approved in writing by the National Park Service.

EXHIBIT B SPECIAL

CONDITIONS

ARTICLE I - Identification of Parties:

This Contract is entered into by and between the State Historical Society of Iowa, hereinafter called the STATE, and the **Davenport**, hereinafter called the RECIPIENT.

ARTICLE II - Designation of Officials:

a. STATE - The Deputy State Historic Preservation Officer is the State Official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract. She (he) may designate a member of her (his) staff to negotiate, on behalf of the State, any changes to the Contract.

b. **Mayor Frank J. Klipsch** or the local Project Director (Exhibit C) is authorized to execute any changes in the terms, conditions, or amounts as specified in this contract.

ARTICLE III - Additional Special Conditions:

a. Audit Requirements - The RECIPIENT shall annually have performed, on a timely basis, independent financial and compliance audits of the historic preservation funds received from the STATE. All such audits shall be conducted in accordance with applicable auditing standards set forth in OMB Circular A-128, "Audits of State and Local Governments", pursuant to the Single Audit Act of 1984. Costs associated with such audits are the responsibility of the RECIPIENT. A copy of this audit must be submitted to the STATE.

If the RECIPIENT is a non-profit organization, public college or university, audits shall be made in accordance with statutory requirements and the provision of Circular A-110 a copy of this audit must be submitted to the STATE.

b. General Obligations - All work performed under this Contract shall be carried out in a lawful, proper and satisfactory manner in accordance with appropriate Federal, State and Local regulations, including OMB Circular A-102 and Historic Preservation Fund Grants Manual, October 1997; and any circular, policies, procedures and requirements as may from time to time be prescribed by the U.S. Department of the Interior.

ARTICLE IV - Conditions of Payment:

a. Maximum Payment - It is expressly understood and agreed to that the maximum amounts to be paid to the RECIPIENT by the STATE for any item of work or services shall be the amount specified herein. All payments for work and services under this Contract shall be on a cost incurred, non-profit basis.

b. Requisition for Payment - All payments to the RECIPIENT shall be subject to the receipt by the STATE of a Request for Reimbursement. This request shall be made according to the format specified by the STATE with reimbursement to the RECIPIENT occurring at intervals no more than sixty (60) days after approval of request.

ARTICLE V - REQUIRED ACKNOWLEDGMENTS:

Publication, films, exhibits, etc. developed as a part of this Contract shall acknowledge Federal aid by including the following statement as part of the Title or Acknowledgment Section with each item produced.

"The activity that is the subject of a historic preservation summit has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior"

ARTICLE VI - Equal Opportunity Acknowledgment:

Publications, films, exhibits, etc. developed as a part of the Contract shall acknowledge equal opportunity and nondiscrimination practices by including the following statement as part of the Title or Acknowledgment Section with each item produced.

"This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or if you desire further information, please write to:

**Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20204"**

ARTICLE VII - Certification Regarding Lobbying:

This certification is required by Section 1352, Title 31, U.S. Code. The sub-grantee certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or an employee of a

Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form 1963 "Disclosure Form to Report Lobbying," in accordance with instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE VIII - Equal Opportunity: Code of Fair Practices

1. The RECIPIENT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age or physical or mental disability. The RECIPIENT will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age or physical or mental disability except where it related to a bona fide occupational qualification. Such action shall include but be not limited to the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

2. The RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex, age or physical or mental disability except where it relates to a bona fide occupational qualification.

3. The RECIPIENT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the RECIPIENT commitments under this nondiscrimination clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

4. The RECIPIENT will comply with all relevant provisions of the Iowa Civil Rights Act of 1965 as amended, Iowa Executive Order #15 of 1973, Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11275 of 1967, the Equal Employment Opportunity Act of 1972, and all provision relevant to fair employment of the rules and regulations of the STATE. The RECIPIENT will furnish all information and reports requested by the STATE or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the STATE for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.
5. In the event of the RECIPIENTS noncompliance clauses of this contract or with any of the aforesaid rules, regulations or requests, this contract may be canceled, terminated, or suspended in whole or in part and the RECIPIENT may be declared ineligible for further contracts with the STATE. In addition, the STATE may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965 as amended, Chapter 601A, Code of Iowa 1973, as heretofore and hereinafter amended, or by the rules and regulations of the State or as otherwise provided by law.

6. ARTICLE IX - OMB Approval No. 0348-0040, Assurances-Non-Construction Programs

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

(b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

(d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation

Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) §§523 and 527 of the Public Health Service Act of 1912

(42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

(i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

(j) The requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10 Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Sub-grantees expending more than \$300,000 in federal funds, will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	
	
TYPED NAME AND TITLE	
Frank J. Klipsch, Mayor,	
Davenport DATE	1/19/2016

**ARTICLE X - U.S. DEPARTMENT OF THE INTERIOR CERTIFICATIONS
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY
MATTERS,
DRUG-FREE WORKPLACE REQUIREMENTS AND LOBBYING**

1. Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –Lower Tier Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code):

Check___if there are workplaces on files that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK___IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK___ IF CERTIFICATION FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 
TYPED NAME AND TITLE Frank J. Klipsch, Mayor, Davenport
DATE 7/19/2016

EXHIBIT C

SCOPE OF WORK

A. WORK ELEMENTS

The goal of the 2016 Preserve Iowa Summit (September 14-17, 2016) is to educate and inspire attendees, help them build capacity in the field of preservation and to broaden advocacy of the preservation movement. 2016 marks the 50th anniversary of the National Historic Preservation Act and Davenport is well positioned to host this important event.

The primary location for the Preserve Iowa Summit will be Downtown Davenport. The downtown has experienced a renaissance over the past decade because of preservation through historic tax credits and private investment. The downtown flows into beautiful, publicly owned parks along America's greatest river, the Mississippi. These assets truly make Davenport a unique and great place.

The City of Davenport Historic Preservation Commission will collaborate with State Historic Preservation Office (SHPO) to plan interesting and relevant training. The conference will present a variety of topics, practical workshops and tours. Tentative plans include teaching venues and workshops, which will be provided in Downtown Davenport buildings within a 5-10 minute walk of each other.

Sessions, workshops and tours will draw upon Davenport's assets, strengths and challenges but will be of broad appeal to Certified Local Governments, developers, architects and historic property owners. Field sessions could be held at several buildings which have used historic tax credits. Examples include the Parker-Putnam Block and/or Renwick Building where the large plate glass storefronts have been restored in a sympathetic way while addressing present-day manufacturing limitations. Davenport has also had recent success dealing with nuisance properties (the rescue of the Lambrite-Iles-Petersen House was featured as a success story at the 2015 Preserve Iowa Summit), so a tour of this property and a session devoted to the legal aspects of preservation could be presented. Davenport was home to the Gordon Van Tine Company (the historic factory complex is extant), a national manufacturer of kit homes, so a session by a national authority on mail order houses is also being considered. Finally, Davenport has a rich German, Irish and African American history so conference sessions could be developed around the preservation of these resources using the city as a case study.

Due to Davenport's location on the Mississippi River, conference tours could be extended to the Illinois side and possibly the Rock Island Arsenal to highlight its historic resources and draw Illinois preservationists. The conference will informally begin on Wednesday evening with a reception at the upper level of the Historic Freight House. This City owned asset offers a spectacular view of the Mississippi Riverfront and has a capacity of approximately 150 people.

The formal conference will begin with learning sessions throughout Thursday. The primary conference reception will be on Thursday evening at the Figge Art Museum. The Figge Art Museum has a capacity of over 400 people and will offer attendees an opportunity to

independently view the exhibitions.

The Friday conference will begin with the presentation of "Three-Minute Success Stories" intended to highlight positive, replicable projects from around the state and get attendees talking with each other about the projects in their own communities. This will be followed by the key note speaker. Potential venues include the Historic Adler Theater or the adjacent River Center. After lunch, learning sessions will be provided. Friday night will be an "on your own night". A map highlighting historic restaurants and bars will be provided. Saturday will be a day of hands on workshops for preservationists who are not able to attend during the work week.

Hosting the 2016 Preserve Iowa Summit will require a team effort on the part of the Davenport Historic Preservation Commission, the City of Davenport, the Downtown Partnership, the Quad Cities Convention and Visitors Bureau, local and regional businesses, organizations and individuals. Ryan Rusnak, Planner III with the City of Davenport and Secretary to the Davenport Historic Preservation Commission will serve as the project director. Local businesses and organizations will be approached as sponsors and collaborators for this event. Pledges will allow for the cash match proposed in the budget.

The State Historic Preservation Office (SHPO) will be responsible for working with the host community to develop session topics to ensure consistency with the Secretary of the Interior's Standards and Guidelines. The SHPO will also facilitate securing education credits through the American Institute of Architects for qualified sessions. The City of Davenport will facilitate securing education credits through the American Planning Association. It is anticipated that the latter will broaden conference attendance to planning professionals.

B. PRODUCTS

The STATE will furnish the following:

CLG Grant Project Director's Manual
Forms for documentation of match

The RECIPIENT will produce and distribute the following grant products:

Following receipt of the Notice to Proceed and fully signed CLG Grant-in-Aid Agreement, the Project Director will complete and submit a progress reporting form to the STATE by the fifth of each month. The Project Director is encouraged to submit these monthly reports electronically. *Note: For this project which will require regularly scheduled conference calls for planning, these monthly reports are optional.*

Draft copy of each of the following types of material: subcontract agreements, all promotional materials including press releases, programs, brochure, flyer, or pamphlet, workshop notebooks or handouts for review and comment by the STATE (electronic is acceptable)

One (one) copy of letter contracts or other contracts for services or products funded with this grant.

Tangible work products include:

Professional brochures, fliers and other promotional materials to advertise the event (including registration forms, lists of eating establishments, accommodations, daily schedule, etc.); The City of Davenport's website will be the "hub" for online registration, promotion and communication; A list of all registered participants, their addresses (email and mailing address) and organization affiliation; Name tags for all participants; Professional conference program - listing the conference sessions including the title, speaker, time and location; Copies of PowerPoint presentations and handout materials for each conference session (as determined by the speaker/presenter); and Conference Evaluation forms collected from each participant.

The 2016 Preserve Iowa Summit will include the following intangible products: Continued education for local, state and regional preservation professionals; Numerous networking opportunities for preservation professionals; Recognition of Davenport and the region's historic resources and how the Mississippi River and railroad influenced development; and A fun and welcoming experience in one of Iowa's largest cities. There are several cultural and entertainments opportunities, including museums, restaurants, shopping and the Farmer's Market.

At the conclusion of the project, the following shall be submitted:

Five (5) hard copies of each final version of any conference program, handout materials, brochure, flyer, handout, pamphlets and/or CDs. Please assemble these materials as packets. Please note that 3 of these copies will be submitted to the National Park Service as evidence of the success of the project.

Final Report (1 page) summarizing the workshop and its value to Madison County and reporting data such as attendance figures, etc.

Request for Reimbursement with attached documentation for expenses paid for with this grant and match documentation (in kind and cash). Time donated shall be documented with signed timesheets. Alternatively, the local project manager may elect to summarize all of the donated time in a single document which he will certify with their signature.

SPECIAL CONDITION OF THIS GRANT:

The following acknowledgments will be included in all work products created as part of this grant:

"The activity that is the subject of the Preserve Iowa Summit has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

“This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20204”

C. SCHEDULE: ACTIVITIES AND PRODUCT SUBMISSION

Upon receipt of the Notice to Proceed and a Grant-in-Aid Agreement that has been signed by the RECIPIENT and the STATE, the RECIPIENT may begin work on the project. The RECIPIENT is expected to begin work on the project within 20 days of receiving the notice and the copy of the fully executed Grant-in-Aid Agreement. All work performed under this contract will be completed by **June 30, 2017** and the final bill must be submitted with the final report by **July 31, 2017**. The Agreement will end on or before **August 15, 2017**. Early completion of contract activities and submission of contract products is encouraged.

Tentative Schedule:

The 2016 Preserve Iowa Summit proposed deadlines for completing various elements of the project, including conducting meetings, organizing and training volunteers, research design (if required), preparing materials, submitting draft and final products:

Late December 2015 • Establish a list of members and a monthly meeting time for the Advisory Committee.

January 2016 • Kick-off meeting with SHPO Staff; • Identify divisions of responsibility, i.e., promotion, hospitality, registration, etc.; and • Discussion regarding conference content and speakers.

February 2016 • Invite speakers; • Reserve reception and conference spaces; • Reserve blocks of hotel rooms; • Recruit volunteers; and • Send initial publicity (save the date) to magazines, newsletters, list serves, SHPO email list.

March 2016 • Arrange menus for receptions; • Contact cities and organizations in Illinois about possible tours; and • Plan transportation for field trips.

April - May, 2016 • Finalize schedule and cost; • Print registration materials; and • Mail registration materials and post online on conference website.

June, 2016 • Order folders, name tags; and • Meet with leadership team, review progress.

July - August 2016 • Assemble materials for registration packets; • Meet with leadership team, review progress; • Finalize details for receptions and banquet; • Begin publicity for local coverage of public presentations; • Finalize details with host sites for workshops, and hospitality person for each site; and • Finalize details with local meal providers

September 7-10, 2016 • Host the 2016 Preserve Iowa Summit.

October 2016 • Submit required CLG grant report and request for reimbursement.

D. REIMBURSEMENT SCHEDULE

Payments by the STATE shall be made upon receipt of billing invoices from the RECIPIENT that relate expenses being billed to budgeted expenses identified in Exhibit D. Each payment request will be audited by the STATE to insure that sufficient progress has been made in support of the invoice. Timely submission of products is essential for reimbursement.

Claims for reimbursement must be accompanied by a progress report. Claims must be submitted to Paula Mohr, State Historical Society of Iowa, New Historical Building, 600 East Locust, Des Moines, Iowa 50319-0290, (515) 281-6826.

The following payment schedule will be used:

Approval of draft products	up to 70% of grant
Approval of all products	remaining balance of the grant

E. COORDINATION

This project will be managed by the RECIPIENT in cooperation with the STATE. The RECIPIENT will be represented by the Project Director, Ryan Rusnak and the STATE will be represented by Paula Mohr, State Historical Society of Iowa, New Historical Building, 600 East Locust, Des Moines, Iowa 50319-0290 at (515) 281-6826; paula.mohr@iowa.gov.

The RECIPIENT's Project Director will maintain continuous coordination with the STATE's Project Manager, during the course of the contract. This will consist of monthly conference calls (written monthly progress report are optional for this grant due to the close coordination required).

EXHIBITD

Budget Form

<u>Expense Detail</u>	<u>Grant Request IS!</u>	<u>Cash Match IS!</u>	<u>In-Kind Match 1\$1</u>	<u>Total IS!</u>
Brochures, Marketing and Signage	0	2000	0	2000
Registration packets and name	0	700	0	700
Conference website for registration and information	0	0	1200	1200
Keynote - Fee	4000	0	0	4000
Presenters' Travel and Fee	2500	5000	0	7500
Site Rental Fees (venue and tables and chairs)	2500	2000	1000	5500
AV Equipment	0	1000	500	1500
Receptions (main and informal) and breaks (Food, drinks and equipment)	0	10000	400	10400
Transportation for tours	3000	1000	0	4000
Volunteer Conference Coordination (300 hrs @ \$21.75)	0	0	6525	6525

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 4th

Action / Date

4/5/2017

Subject:

Resolution approving Case No. F17-02 being the final plat of Windmill Hill Third Addition, located along the north side of West Locust Street west of Jebens Avenue (2722 W Locust St), containing one (1) commercial lot on 0.67 acres, more or less. [4th Ward]

Recommendation:

Staff recommends removal of Condition No 4 as the developer is proposing to close the access point from Locust Street within the area of the plat; a building expansion is proposed.

The City Plan and Zoning Commission concurred with the finding(s) and recommendation of City staff and forwards Case No. F17-02 to the City Council for approval subject to the following conditions as stated in the Commission's letter dated March 15, 2017.

Findings:

The plat conforms to the Comprehensive Plan and zoning

The plat is a minor land division of an existing facility allowing separate ownership

The Plan and Zoning Commission accepts the findings and forwards Case No. F17-02 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The name and address of the owner or developer with agent is added to the plat.
4. That a cross-access easement be shown along the existing north-south access drive.

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

Relationship to Goals:

Grow tax base

Background:

This commercial area has been developed for over 20-years with the main portion being recently platted. That platting also separated out a portion of the area for development. The proposed one lot plat separates out the bank facility at the northwest corner of Locust Street and Jebens Avenue.

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

ATTACHMENTS:

Type	Description
▣ Resolution Letter	F17-02 Windmill Hill Resolution only
▣ Backup Material	F17-02 Windmill Hill Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/3/2017 - 2:47 PM

Resolution No. _____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F17-02 being the final plat of Windmill Hill Third Addition, located along the north side of West Locust Street west of Jebens Avenue (2722 W Locust St), containing one (1) commercial lot on 0.67 acres, more or less. [4th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Windmill Hill Third Addition to the City of Davenport, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated March 15, 2017 and as follows:

1. The surveyor signs the plat;
2. The utility companies sign the plat when their easement needs have been met;
3. The name and address of the owner or developer with agent is added to the plat;

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

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

March 15, 2017

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 14, 2017, the City Plan and Zoning Commission considered Case No. F17-02 being the final plat of Windmill Hill Third Addition being a replat of part of Lot 6 of Windmill Hill Second Addition located north of West Locust Street and west of Jebens Avenue (2722 W Locust St) containing one (1) commercial lot.

This commercial area has been developed for over 20-years with the main portion being recently platted. That platting also separated out a portion of the area for development. The proposed one lot plat separates out the bank facility at the northwest corner of Locust Street and Jebens Avenue.

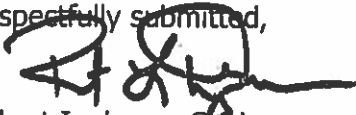
Findings:

- The plat conforms to the Comprehensive Plan and zoning
- The plat is a minor land division of an existing facility allowing separate ownership

The City Plan and Zoning Commission accepts the findings and forwards Case No. F17-02 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The name and address of the owner or developer with agent is added to the plat.
4. That a cross-access easement be shown along the existing north-south access drive.

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	F17-02 Winmill Hill 3rd	F17-03 Daisy Fields	F17-04 Cross 1st					
Connell	P	Y	Y	Y					
Hepner	P	Y	N	Y					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	EX								
Maness	P	Y	Y	Y					
Martinez	EX								
Medd	P	Y	Y	Y					
Quinn	P	Y	Y	Y					
Reinartz	P	Y	Y	Y					
Tallman	P	Y	Y	Y					
		8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN					



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

Meeting Date: March 14, 2017
Request: Final Plat Windmill Hill Third Addition
Address: 2722 West Locust Street
Case No.: F17-02
Applicant: Windmill Hill LC

Recommendation:

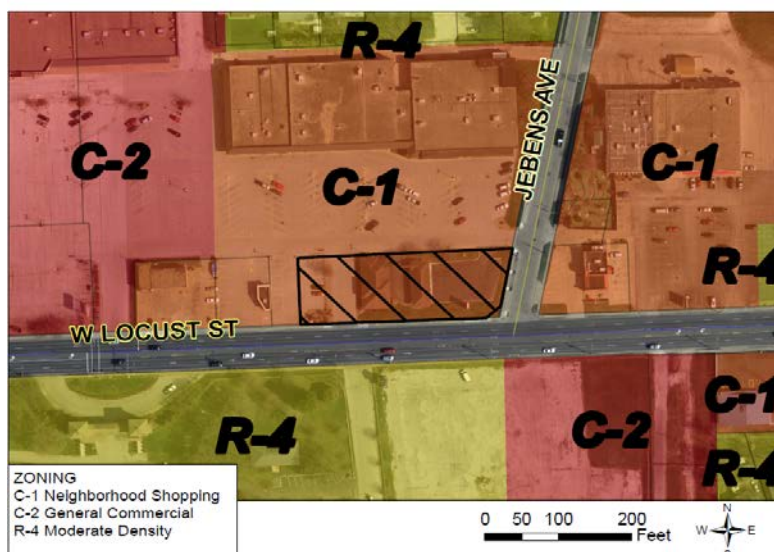
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F17-02 to the City Council for approval subject to the stated conditions.

Introduction:

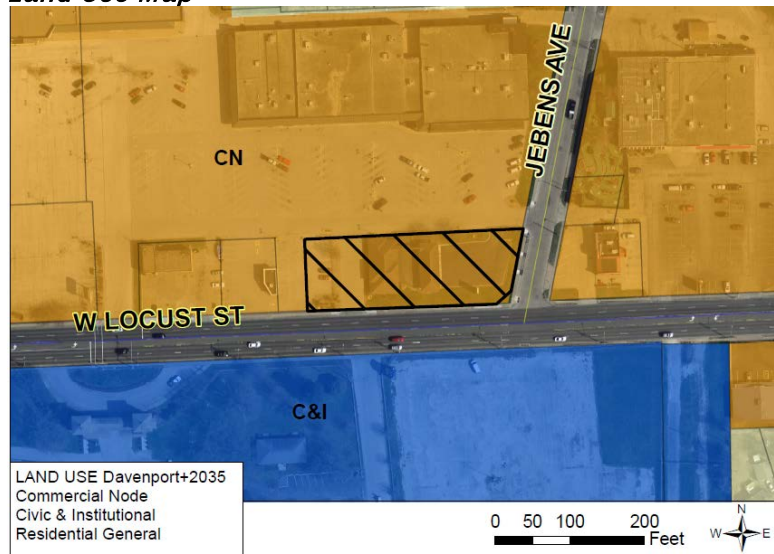
Petition of Windmill Hill LC for a final plat approval for a one lot subdivision to separate out the Midwest Bank facility at 2722 West Locust Street. The plat contains 0.676 acre, more or less.

AREA CHARACTERISTICS:

Zoning Map

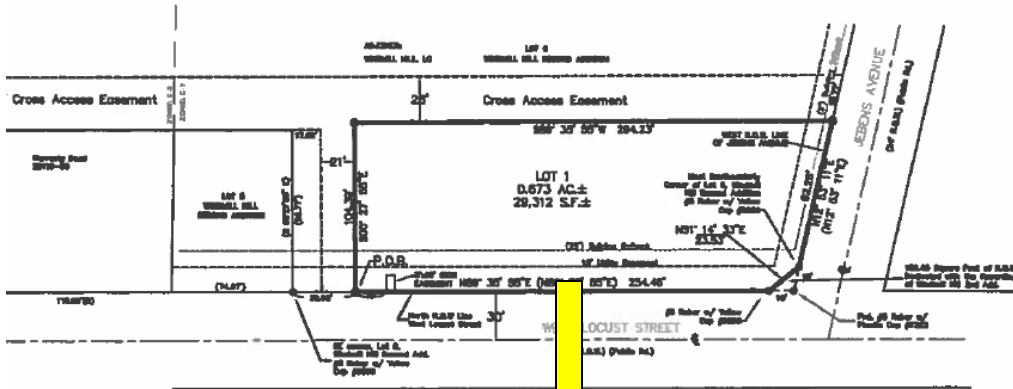


Land Use Map

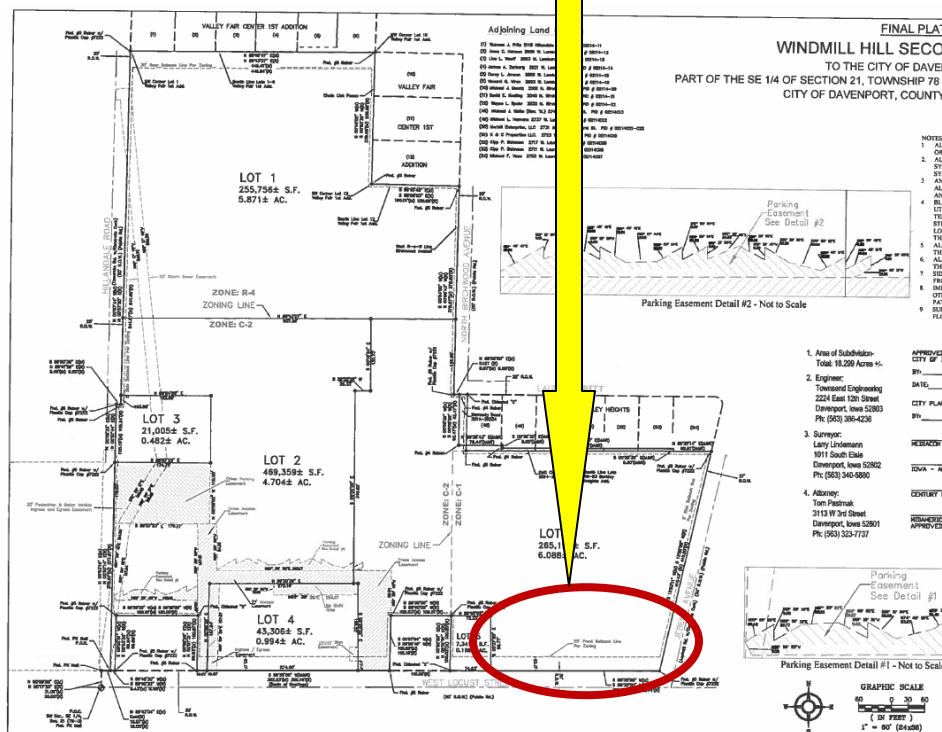


FINAL PLAT WINDMILL HILL THIRD ADDITION

TO THE CITY OF DAVENPORT, IA
BEING A REPLAT OF PART OF LOT 6 IN WINDMILL HILL
SECOND ADDITION TO THE CITY OF DAVENPORT, IOWA.
PART OF THE SE 1/4 OF SECTION 21, TOWNSHIP 78
NORTH, RANGE 3 EAST OF THE 5th P.M. CITY OF
DAVENPORT, COUNTY OF SCOTT, IOWA



Second Addition



Background:

Comprehensive Plan:

Within Urban Service Boundary 2035: Yes

Proposed Land Use Designation:

Commercial Node (CN) which designates clusters of generally more intense uses found either along existing Urban Corridors or along or at the intersection of major streets in newly developed areas. CN areas may contain commercial uses somewhat more intense than uses found elsewhere on Urban Corridors, as well as higher density residential uses and office and service businesses. CN

should serve a population of about 5000 people within 1/2 mile. Ideally, CN areas should be architecturally integrated, and designed to serve all modes of transportation. Pedestrian connections to the neighborhoods they serve are important. Therefore, master planning and customized zoning provisions for new CN areas should occur before development or redevelopment occurs.

Relevant Goals to be considered in this Case:
Strengthen the existing built environment

Zoning:

C-1 Neighborhood Shopping which encompasses the 1st phase the Valley Fair constructed in 1965.

Technical Review:

Streets. The subject property is located along West Locust Street, an arterial street, at its northwest intersection corner with Jebens Avenue a local street.

Storm Water. There is existing stormwater infrastructure within Jebens Avenue. the west side and the northeast. Stormwater detention for the center is provided north of the center.

Sanitary Sewer. Sanitary sewer service is located within Locust Street and in Jebens Avenue northeast of the proposed plat.

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

Emergency Services. The property is located less than one-mile from Fire Station No. 6, which is located at 1735 W Pleasant Street.

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

Public Input:

No public hearing is required for a Final Plat.

Discussion:

This commercial area has been developed for over 20-years with the main portion being recently platted. That platting also separated out a portion of the area for development. The proposed one lot plat separates out the bank facility at the northwest corner of Locust Street and Jebens Avenue.

Staff Recommendation:

Findings:

- The plat conforms to the Comprehensive Plan and zoning
- The plat is a minor land division of an existing facility allowing separate ownership

Recommendation:

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F17-02 to the City Council for approval subject to the following conditions:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The name and address of the owner or developer with agent is added to the plat.
4. That a cross-access easement be shown along the existing north-south access drive.

Prepared by:

Wayne Wille, CFM - Planner II
Community Planning Division



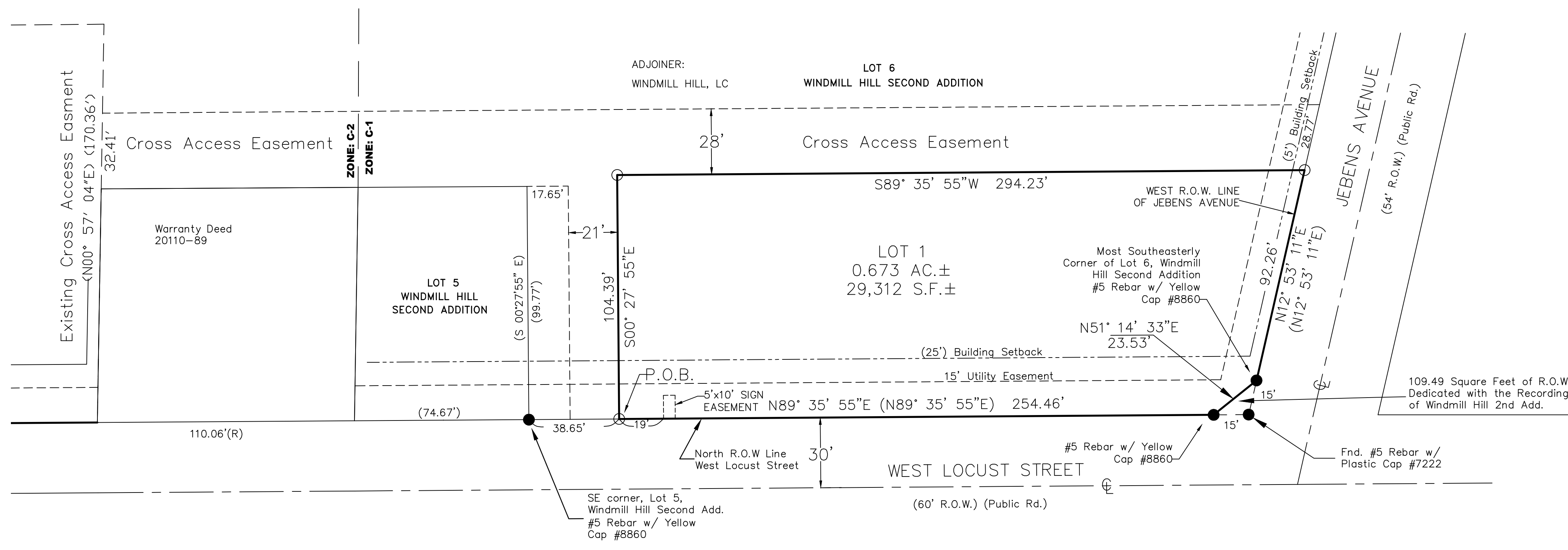
View West from Jebens Avenue



View Northeast from West Locust Street

FINAL PLAT

TO THE CITY OF DAVENPORT, IA
BEING A REPLAT OF PART OF LOT 6 IN WINDMILL HILL
SECOND ADDITION TO THE CITY OF DAVENPORT, IOWA.
PART OF THE SE 1/4 OF SECTION 21, TOWNSHIP 78
NORTH, RANGE 3 EAST OF THE 5th P.M. CITY OF
DAVENPORT, COUNTY OF SCOTT, IOWA



- NOTES
1. ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.
 2. ALL LOTS WILL BE CONNECTED TO THE PUBLIC WATER SUPPLY SYSTEM OF DAVENPORT, AND TO THE PUBLIC SANITARY SEWER SYSTEM OF DAVENPORT.
 3. AN UNDERGROUND UTILITY EASEMENT ACROSS THE FRONT OF ALL LOTS TO BE GRANTED TO THE CITY OF DAVENPORT, IOWA AND TO OTHER PUBLIC UTILITY COMPANIES.
 4. BLANKET UNDERGROUND EASEMENTS GRANTED TO RESPECTIVE UTILITY COMPANY FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED. EASEMENT INCLUDES ELECTRIC PRIMARY AND SECONDARY CABLES, PAD-MOUNTED TRANSFORMERS AND GAS MAIN. BLANKET EASEMENTS FOR STREET LIGHTING WITHIN THE SUBDIVISION.
 5. ALL IMPROVEMENTS TO BE INSTALLED IN ACCORDANCE WITH THE LATEST CITY OF DAVENPORT STANDARD SPECIFICATIONS.
 6. ALL DISTANCES SHOWN ARE IN FEET AND DECIMAL PARTS THEROF.
 7. SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL STREET FRONTAGES WHEN SO ORDERED BY THE CITY OF DAVENPORT.
 8. IMPROVEMENTS TO SUBDIVISION SHALL NOT BLOCK OR OTHERWISE IMPEDE EXISTING STORM WATER DRAINAGE PATTERN.
 9. SUBDIVISION LOCATED OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA F.I.R.M. #19163C0365F, FEBRUARY 18, 2011.
 10. ACCESS TO BE RESTRICTED FROM WEST LOCUST STREET.

1. Area of Subdivision:
Total: 0.673 Acres +/-
2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
3. Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
4. Attorney:
Tom Pasternak
313 W 3rd Street
Davenport, Iowa 52801
Ph: (563) 323-7737

APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: _____

DATE: _____ ATTEST: _____

CITY PLAN & ZONE COMMISSION

BY: _____ DATE: _____

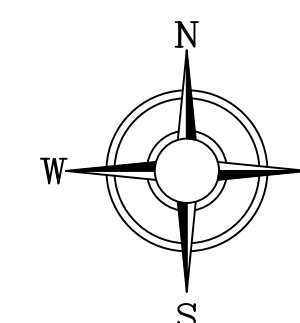
DATE: _____

DATE: _____

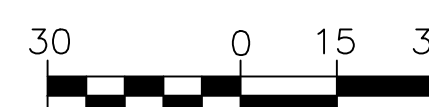
DATE: _____

DATE: _____

MIDAMERICAN ENERGY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

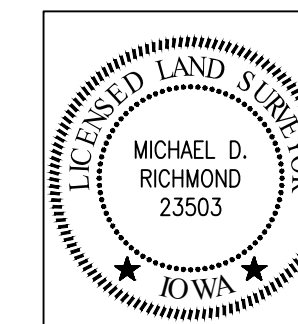


GRAPHIC SCALE



(IN FEET)

1" = 30' (24x36)



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

MICHAEL D. RICHMOND Date
Iowa License Number: 23503
My license renewal date is December 31, 2017.
Pages or sheets covered by this seal: 1

SHEET NO

1 OF 1

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND:
#13974 (UNLESS NOTED) = ●
CUT "X" IN CONCRETE = X
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE = _____
ROAD CENTER LINE = - - - - -
EASEMENT LINE = _____
SETBACK LINE = _____
SECTION LINE = - - - - -



TOWNSEND
ENGINEERING
CIVIL • STRUCTURAL • LAND DEVELOPMENT

DATE: 2/15/2017 TE PROJECT NO: Windmill-ValleyFair\Bank Lot

563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

<u>DRAWN BY:</u> KLC	<u>CHECKED BY:</u> MDP
-------------------------	---------------------------

DRAWING LOCATION

S: \\Windmill\\ValleyFair2nd\\Bank Lot 2017\\
Windmill Hill Third Addition.dwg

CHECKED BY:

MDR

air2nd\Bank Lot 2017\

addition.dwg

REVISIONS:

REVISIONS.	DESCRIPTION
------------	-------------

PROJECT

Final Plat
Windmill Hill Third Addition
Davenport, Iowa

DEVELOPER	
-----------	--

Windmill Hill, LC
2720 West Locust Street
Suite 11B
Davenport, Iowa 52804

SHEET NO

CITY OF DAVENPORT
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT (CPED)
SUBDIVISION REFERENCE FILE

PRELIM FINAL PUD (circle the appropriate designation)

SUBDIVISION NAME: Windmill Hill Third Addition

LOCATION: SE 1/4, Sec. 21, T78N. R3E

DEVELOPER:

Name: Windmill Hill, LC

Address: 2720 West Locust Street Suite 118 Davenport, IA 52803

Phone: _____

FAX: _____

Mobile Phone: _____

Email: _____

ENGINEER:

Name: Townsend Engineering

Address: 2224 E. 12th Street, Davenport, IA 52803

Phone: (563) 386-4236

FAX: _____

Mobile Phone: _____

Email: _____

ATTORNEY:

Name: Tom Pasternak

Address: 313 W. 3rd Street

Phone: (563) 323-7737

FAX: _____

Mobile Phone: _____

Email: _____

OWNER:

Name: _____

Address: _____

Phone: _____

FAX: _____

Mobile Phone: _____

Email: _____

NUMBER OF LOTS: ONE

SF

2F

MF & EST. UNITS

COMM

IND

ACRES: _____

STREETS ADDED: N/A

LINEAR FEET

Does the plat contain a drainage way or floodplain area: ____ Yes ☒ No

Fee per Plat		Fee
Ten or fewer lots	(< 10 lots)	\$400 plus \$25/lot
Eleven to twenty-five lots	(≥ 11 lots ≤ 25 lots)	\$700 plus \$25/lot
More than twenty-five lots	(> 25 lots)	\$1,000 plus \$25/lot
Reforestation fee	(submit to Land Use Office Prior to City Council review)	\$150 per 50 feet of lineal lot frontage

NOTE: THE PLAT WILL NOT BE PROCESSED UNTIL THE FEE AND COMPLETED REFERENCE FILE ARE RECEIVED BY THE PLANNING AND LAND DEVELOPMENT OFFICE.

MEMORANDUM

Date: March 1, 2017

To: Wayne Wille, CFM
Planner II
Community Planning and Economic Development

From: Tom Leabhart, P.E.
Development Engineer

Re: Proposed Final Plat of Windmill Hill Third Addition

The submitted plat should be amended as follows prior to acceptance:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. The name and address of the owner or developer with agent is added to the plat.

cc: File

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 6th

Action / Date

4/5/2017

Subject:

Resolution approving Case No. F17-03 being the final plat of Daisy Fields Addition located south of East 32nd Street and east of Lorton Avenue (2707 E 32nd St) containing two (2) residential lots. [6th Ward]

Recommendation:

The City Plan and Zoning Commission concurred with the finding(s) and recommendation of City staff and forwards Case No. F17-03 to the City Council for approval subject to the following conditions as stated in the Commission's letter dated March 15, 2017.

Findings:

The plat conforms to the Comprehensive Plan

The plat prepares an additional lot for development

As conditioned the plat conforms to ordinance requirements.

The City Plan and Zoning Commission accepts the findings and forwards Case No. F17-03 to the City Council for approval subject to the following conditions.

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. A note is added to the plat stating that sidewalk shall be constructed along Lorton Avenue when directed by the City.
4. That prior to or together with the recording the plat either:
 - The garage is demolished;
 - A permit for a new residence on the lot is approved; or
 - The lot is tied to another lot with a combined total area of 20,000 square feet or more, such as by a "restrictive covenant and agreement not to sever"..

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

Relationship to Goals:

Grow tax base

Background:

The plat appears to separate out the residence from the detached garage. The residence was built in the 1950's and the detached garage was built in 1992. In discussion with the surveyor/engineer this staff indicated that the garage cannot be located on a lot without a principle structure. There are options available: either the garage will need to be demolished prior to the subdivision being approved by City Council; a permit could be taken out for a new house on that lot with the garage; or as indicated to the surveyor/engineer the lot could be tied to another residential lot if the two combined contain more than 20,000 square feet.

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

ATTACHMENTS:

Type	Description
▣ Resolution Letter	F17-03 Daisy Fields Resolution only
▣ Backup Material	F17-03 Background

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/3/2017 - 2:47 PM

Resolution No. _____

Resolution offered by

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. F17-03 being the final plat of Daisy Fields Addition located south of East 32nd Street and east of Lorton Avenue (2707 E 32nd St) containing two (2) residential lots. [6th Ward]

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final plat of Daisy Fields Addition to the City of Davenport, Iowa, be the same and is hereby approved and accepted subject to all the conditions as stated in the Commission's letter dated March 15, 2017 and as follows:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. A note is added to the plat stating that sidewalk shall be constructed along Lorton Avenue when directed by the City.
4. That prior to or together with the recording the plat either:
 - a. The garage is demolished;
 - b. A permit for a new residence on the lot is approved; or
 - c. The lot is tied to another lot with a combined total area of 20,000 square feet or more, such as by a "restrictive covenant and agreement not to sever";

and the Mayor and City Clerk be, and they are hereby authorized and instructed to certify to the adoption of this resolution upon said plat as required by law.

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

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

March 15, 2017

Honorable Mayor and City Council
City Hall
Davenport IA 52801

Honorable Mayor and City Council:

At its regular meeting of March 14, 2017, the City Plan and Zoning Commission considered Case No. F17-03 being the final plat of Daisy Fields Addition located south of East 32nd Street and east of Lorton Avenue (2707 E 32nd St) containing two (2) residential lots.

The plat appears to separate out the residence from the detached garage. The residence was built in the 1950's and the detached garage was built in 1992. In discussion with the surveyor/engineer this staff indicated that the garage cannot be located on a lot without a principle structure. There are options available: either the garage will need to be demolished prior to the subdivision being approved by City Council; a permit could be taken out for a new house on that lot with the garage; or as indicated to the surveyor/engineer the lot could be tied to another residential lot if the two combined contain more than 20,000 square feet.

Findings:

- The plat conforms to the Comprehensive Plan
- The plat prepares an additional lot for development
- As conditioned the plat conforms to ordinance requirements.

The City Plan and Zoning Commission accepts the findings and forwards Case No. F17-03 to the City Council for approval subject to the following conditions.

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. A note is added to the plat stating that sidewalk shall be constructed along Lorton Avenue when directed by the City.
4. That prior to or together with the recording the plat either:
 - a. The garage is demolished;
 - b. A permit for a new residence on the lot is approved; or
 - c. The lot is tied to another lot with a combined total area of 20,000 square feet or more, such as by a "restrictive covenant and agreement not to sever".

Respectfully submitted,



Robert Inghram, Chairperson
City Plan and Zoning Commission



		APPROVED	APPROVED	APPROVED					
Name:	Roll Call	F17-02 Winmill Hill 3rd	F17-03 Daisy Fields	F17-04 Cross 1st					
Connell	P	Y	Y	Y					
Hepner	P	Y	N	Y					
Inghram	P								
Kelling	P	Y	Y	Y					
Lammers	EX								
Maness	P	Y	Y	Y					
Martinez	EX								
Medd	P	Y	Y	Y					
Quinn	P	Y	Y	Y					
Reinartz	P	Y	Y	Y					
Tallman	P	Y	Y	Y					
		8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN	8-YES 0-NO 0-ABSTAIN					



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

Meeting Date: March 14, 2017
Request: Final Plat Daisy Fields Addition
Address: 2707 East 32nd Street
Case No.: F17-03
Applicant: Jonathan Uhl

Recommendation:

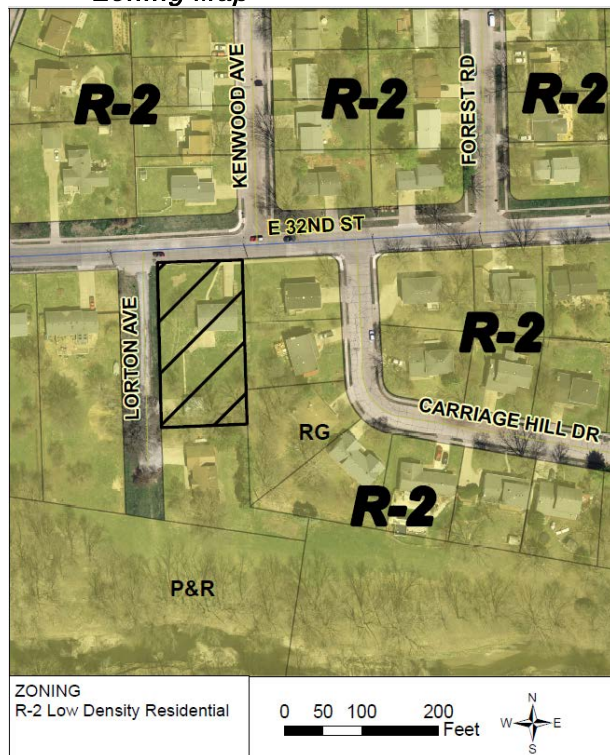
Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F17-03 to the City Council for approval subject to the listed conditions.

Introduction:

Petition of Jonathan Uhl for a final plat approval for a two lot subdivision 2707 East 32nd Street. The plat contains 0.527 acre, more or less.

AREA CHARACTERISTICS:

Zoning Map



Land Use Map



Background:

Comprehensive Plan:

Within Existing Urban Service Area: Yes

Within Urban Service Boundary 2035: Yes

Proposed Land Use Designation:

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

oriented along Urban Corridors (UC). Neighborhoods are typically designated as a whole. Existing neighborhoods are anticipated to maintain their existing characteristics in terms of land use mix and density, with the exception along edges and transition areas, where higher intensity may be considered.

Relevant Goals to be considered in this Case:

Strengthen the existing built environment

Identify and reserve land for future development

Zoning:

R-2 Low Density Dwelling District; requires 10,000 square foot lot minimum.



Technical Review:

Streets. The subject property is located along East 32nd Street, a collector street, at the southeast intersection corner with Lorton Avenue.

Storm Water. There is no existing stormwater infrastructure at the intersection of East 32nd Street and Lorton Avenue.

Sanitary Sewer. Sanitary sewer service is located at the north end of Lorton Avenue.

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

Emergency Services. The property is located less than two-miles from Fire Station No. 4, which is located at 1805 East Locust Street.

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

Public Input:

No public hearing is required for a Final Plat.

Discussion:

The plat appears to separate out the residence from the detached garage. The residence was built in the 1950's and the detached garage was built in 1992. In discussion with the surveyor/engineer this staff indicated that the garage cannot be located on a lot without a principle structure. There are options available: either the garage will need to be demolished prior to the subdivision being approved by City Council; a permit could be taken out for a new house on that lot with the garage; or as indicated to the surveyor/engineer the lot could be tied to another residential lot if the two combined contain more than 20,000 square feet.

Staff Recommendation:

Findings:

- The plat conforms to the Comprehensive Plan
- The plat prepares an additional lot for development
- As conditioned the plat conforms to ordinance requirements.

Staff recommends the Plan and Zoning Commission accept the findings and forward Case No. F17-03 to the City Council for approval subject to the following conditions.

The surveyor signs the plat.

1. The utility companies sign the plat when their easement needs have been met.
2. A note is added to the plat stating that sidewalk shall be constructed along Lorton Avenue when directed by the City.
3. That prior to or together with the recording the plat either:
 - a. The garage is demolished;
 - b. A permit for a new residence on the lot is approved; or
 - c. The lot is tied to another lot with a combined total area of 20,000 square feet or more, such as by a "restrictive covenant and agreement not to sever".

Prepared by:

Wayne Wille, CFM
Planner II
Community Planning Division



FINAL PLAT
DAISY FIELDS ADDITION

TO THE CITY OF DAVENPORT, IOWA.
PART OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 78 NORTH, RANGE
4 EAST OF THE 5TH PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA.

MEDIACOM DATE:

IOWA - AMERICAN WATER COMPANY DATE:

CENTURY LINK DATE:

MIDAMERICAN ENERGY
APPROVED SUBJECT TO ENCUMBRANCES OF RECORD BY MIDAMERICAN

APPROVED BY:
CITY OF DAVENPORT, IOWA

BY: DATE: ATTEST:

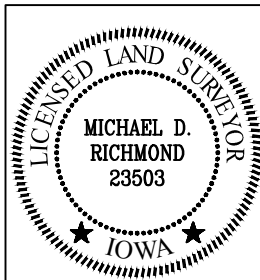
CITY PLAN & ZONE COMMISSION

BY: DATE:

PLAT INFORMATION

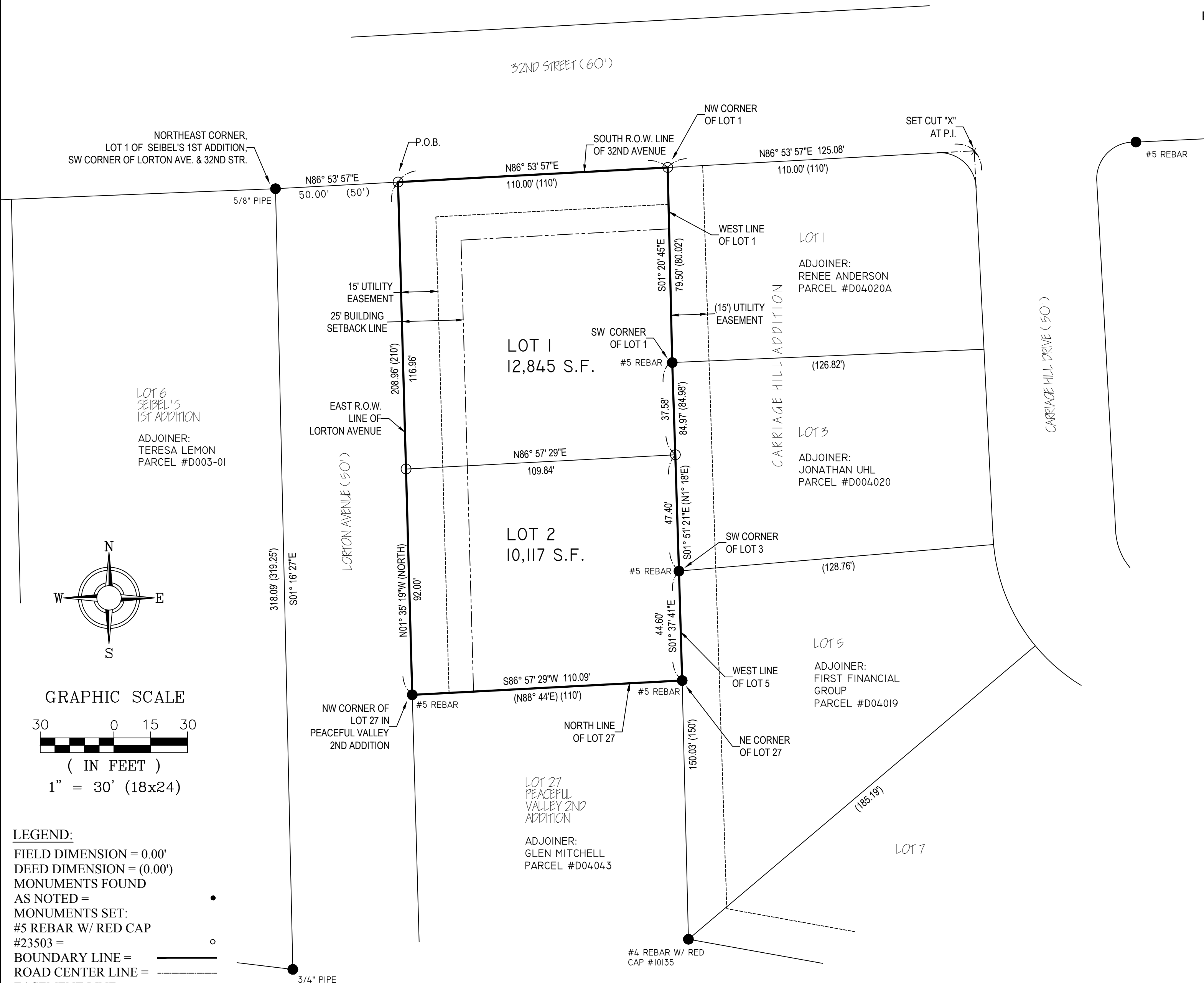
- Area of Subdivision-
0.527 Acres +/-
22,962 Sq. Ft. +/-
- Owner:
Jonathan Uhl
2224 E. 12th Street
Davenport, Iowa 52803
- Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
- Attorney:
Milissa Hofmann
220 Emerson Place Suite 301
Davenport, Iowa 52801
(563) 326-4900

NOTES:
ALL PUBLIC UTILITIES SHALL BE
LOCATED WITHIN EASEMENTS OR PUBLIC
RIGHT-OF-WAY.
ALL IMPROVEMENTS TO BE INSTALLED IN
ACCORDANCE WITH THE CITY OF
DAVENPORT STANDARD SPECIFICATIONS.
SIDEWALKS SHALL BE CONSTRUCTED
ALONG ALL STREET FRONTAGES WHEN
SO ORDERED BY THE CITY OF
DAVENPORT.
SUBDIVISION LOCATED OUTSIDE 0.2%
ANNUAL CHANCE FLOODPLAIN PER FEMA
F.I.R.M. #19163C0370F, EFFECTIVE DATE
2/18/11.



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

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2017
Pages or sheets covered by this seal: ONE



LEGEND:

FIELD DIMENSION = 0.00'
DEED DIMENSION = (0.00')
MONUMENTS FOUND
AS NOTED =
MONUMENTS SET:
#5 REBAR W/ RED CAP
#23503 =
BOUNDARY LINE =
ROAD CENTER LINE =
EASEMENT LINE =
SETBACK LINE=
SECTION LINE=



DATE: 2-2-2019 TE PROJECT NO:
UHL SUBDIVISION
563 386.4236 office 386.4231 fax
2224 East 12th Street, Davenport, IA 52803

DRAWN BY: KLC CHECKED BY: MDR
DRAWING LOCATION
S: \UHL-JOHN\FINAL PLAT.DWG

NO.	REVISIONS:	DATE
	DESCRIPTION	

PROJECT
FINAL PLAT
UHL SUBDIVISION
DAVENPORT, IOWA

DEVELOPER
JONATHAN UHL
2224 E. 12TH STREET
DAVENPORT, IOWA

SHEET NO.
1
OF
1

CITY OF DAVENPORT
COMMUNITY PLANNING & ECONOMIC DEVELOPMENT (CPED)
SUBDIVISION REFERENCE FILE

PRELIM / FINAL / PUD (circle the appropriate designation)

SUBDIVISION NAME: Daisy Fields Addition

LOCATION: NE 1/4, NE 1/4, Section 19, T78N, R4E

DEVELOPER:

Name: Jonathan Uhl

Address: 2224 E. 12th Street Davenport, IA 52803

Phone: _____

FAX: _____

Mobile Phone: 563 723 7230

Email: _____

ENGINEER:

Name: Townsend Engineering

Address: 2224 E. 12th Street Davenport, IA 52803

Phone: (563) 386-4236

FAX: (563) 386-4231

Mobile Phone: _____

Email: Kevin@Townsendengineering.NET

ATTORNEY:

Name: Melissa Hofmann

Address: 220 Emerson Place Suite 301 Davenport, IA 52801

Phone: (563) 326-4900

FAX: _____

Mobile Phone: _____

Email: _____

OWNER:

Name: Jonathan Uhl Same as above

Address: _____

Phone: _____

FAX: _____

Mobile Phone: _____

Email: _____

NUMBER OF LOTS: 2

SF

2F

MF & EST. UNITS

COMM

IND

ACRES: _____

STREETS ADDED: N/A

LINEAR FEET

Does the plat contain a drainage way or floodplain area: ____ Yes ☒ No

Fee per Plat		Fee
Ten or fewer lots	(< 10 lots)	\$400 plus \$25/lot
Eleven to twenty-five lots	(≥ 11 lots ≤ 25 lots)	\$700 plus \$25/lot
More than twenty-five lots	(> 25 lots)	\$1,000 plus \$25/lot
Reforestation fee	(submit to Land Use Office Prior to City Council review)	\$150 per 50 feet of lineal lot frontage

NOTE: THE PLAT WILL NOT BE PROCESSED UNTIL THE FEE AND COMPLETED REFERENCE FILE ARE RECEIVED BY THE PLANNING AND LAND DEVELOPMENT OFFICE.

MEMORANDUM

Date: March 1, 2017

To: Wayne Wille, CFM
Planner II
Community Planning and Economic Development

From: Tom Leabhart, P.E.
Development Engineer

Re: Proposed Final Plat of Daisy Fields Addition

The submitted plat should be amended as follows prior to acceptance:

1. The surveyor signs the plat.
2. The utility companies sign the plat when their easement needs have been met.
3. A note is added to the plat stating that sidewalk shall be constructed along Lorton Avenue when directed by the City.

cc: File

City of Davenport

Agenda Group:

Department: Community Planning & Economic Development

Contact Info: Bruce Berger 326-7769

Wards: 3rd

Action / Date

4/5/2017

Subject:

Resolution accepting the Flood Mitigation Assistance Grant for the elevation of the interior floor of 916 W River Drive and authorize the Mayor to sign the Project Subaward Agreement (FMA-PJ-07-IA-2016-001).

Recommendation:

Approve the Resolution

Relationship to Goals:

Grow (maintain) Tax Base

Background:

The City of Davenport applied to the Federal Emergency Management Agency (FEMA) through the Iowa Homeland Security Emergency Management Division (IHSEMD) for Flood Mitigation Assistance (FMA) on behalf of Solar Vision located at 916 West River Drive. The total subaward is \$312,050.00. This is the full amount requested and no local match is required. The mitigation assistance funding would allow for the elevation of the interior floors of 916 West River Drive to mitigate future damages and loss of work caused by flooding of the Mississippi River.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	Resolution accepting the Flood Mitigation Assistance Grant
▣ Backup Material	Project agreement

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/3/2017 - 2:47 PM

City of Davenport

Resolution No. _____

Resolution offered by Alderman _____.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION accepting the Flood Mitigation Assistance Grant (FMA-2016) for the elevation of the interior floor of 916 West River Drive and authorizing the Mayor to sign the Project Subaward Agreement (FMA-PJ-07-IA-2016-001).

WHEREAS, the City of Davenport applied to the Federal Emergency Management Agency (FEMA) through the Iowa Homeland Security Emergency Management Division (IHSEMD) for Flood Mitigation Assistance (FMA) on behalf of Solar Vision located at 916 West River Drive;

WHEREAS, the award is for the full amount requested and does not require a match;

WHEREAS, the mitigation assistance funding would allow for the elevation of the interior floors of 916 West River Drive to mitigate future damages and loss of work caused by flooding of the Mississippi River;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City accepts the Flood Mitigation Assistance Grant, authorizes the Mayor to sign the agreement subaward and staff to proceed with the grant project requirements.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, City Clerk

PROJECT SUBAWARD AGREEMENT

Between

Iowa Homeland Security and Emergency Management Department

And

City of Davenport

PROJECT TITLE: City of Davenport Property Elevation

SUBAWARD AGREEMENT NO: FMA – PJ – 07 – IA – 2016 - 001

DUNS NUMBER: 02-015-6857

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): EMK – 2017 – FM- E001

FEDERAL AWARD DATE: 3/3/2017

PERFORMANCE PERIOD START DATE 3/3/2017 END DATE 9/3/2018

FEDERAL FUNDS OBLIGATED AMOUNT \$312,050.00

SCOPE OF WORK

This Subaward Assistance Agreement (AGREEMENT) is to provide City of Davenport (SUBRECIPIENT) with federal assistance from the 2016 Flood Mitigation Assistance Grant Program. The total subaward is \$ 312,050.00. The federal share shall not exceed \$312,050.00 or (100%) of actual allowable project costs, whichever is less. Funds will be released as described in the attached FEMA Award Letter dated 3/2/2017. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that were submitted to and approved by Iowa Homeland Security and Emergency Management Department (HSEMD) and the Federal Emergency Management Agency (FEMA). Any changes to the approved scope and/or amount budgeted must be submitted to, and reviewed by, HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

AGREEMENTS

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, section 200.331, the grant financial guide and other State and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers federal awards in compliance with federal and HSEMD requirements. Responsibilities include the accounting of receipts and expenditures, cash management, the maintaining of adequate financial records, and the refunding of expenditures that are not eligible and allowable. A pre-award risk assessment is completed for each SUBRECIPIENT to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200, section 200.205.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative issues relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, section 200.336 and section 200.337.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR, Part 180 and 31 U.S.C. 3321).

The SUBRECIPIENT and the SUBRECIPIENT's AUTHORIZED REPRESENTATIVE agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative shall comply with any "Conditions" as outlined in the attached FEMA award letter dated 3/2/2017.

I. ACTIVITY COMPLETION TIMEFRAME

The approved Activity Completion Timeframe for this subaward is from 3/3/2017 *through* 9/3/2018. All work must be completed prior to the Activity Completion Timeframe ending date. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the Activity Completion Timeframe.

If a time extension is needed it must be requested at least 90 days prior to the Activity Completion Timeframe. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the project. The Hazard Mitigation Time Extension Request Form will be made available to the SUBRECIPIENT. Without the justification, time extension requests will not be processed.

II. AUTHORITIES AND REFERENCES.

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- 2 CFR, Part 200 - http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- Section 203 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Section 404 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA)
- Section 322 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act)
- Title 44 of the Code of Federal Regulations (CFR) – Part 13, Administrative Requirements
- Title 44 of the Code of Federal Regulations (CFR)- Part 201- Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR)- Part 206-Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015.
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Any other applicable Federal Statutes including the Transparency and Recovery Act.

III. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a grant management system as outlined in 2 CFR, Part 200, Subpart D, section 200.302 and internal controls in section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F plus the requirements of the Federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program
- be in compliance with the Cash Management Improvement Act (CMIA), and good business processes
- procedures to minimize federal cash on hand
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

IV. PROCUREMENT

This agreement requires that all procurement is executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, section 200.318 through section 326 including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.

V. AUDIT

SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F Reference: Catalog of Federal Domestic Assistance (CFDA) Number: 97.047, (CFDA) Name FMA.

VI. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year. This maximum limit is not per award; it is inclusive of all interest earned as a result of all federal grant program funds received per year. SUBRECIPIENTS are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to SUBRECIPIENTS are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEMD. SUBRECIPIENTS can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures expected to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request.
- **Advance** payment requests must include a detailed cost estimate (i.e. invoices, quotes, or other document). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate; the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD; a financial management system that meet the standards for fund control and accountability as established in 2 CFR, Part 200; or is considered a High Risk SUBRECIPIENT; then reimbursement requests may be required.

No more than thirty (30) days should elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds.

Required documents prior to Payments from HSEMD. Payment of funds will not be made to a SUBRECIPIENT until HSEMD has on file the following documents:

- FEMA award notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each separate grant program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

VII. Match Verification

The maximum federal share to any mitigation subaward cannot exceed 100 % of eligible subaward expenditures. Therefore, the local matching funds (cash and in-kind) must be at least 0 % of eligible subaward expenditures. The SUBRECIPIENT is responsible for submitting proof of the local **non-federal** match that was used for their mitigation subaward to HSEMD. Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D, section 200.29, section 200.306 and section 200.434. The SUBRECIPIENT contributions must be verifiable from the SUBRECIPIENT'S records, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable costs in accordance with the SUBRECIPIENT's approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT's checks to the third parties and a copy of the SUBRECIPIENT's general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306 entitled "Cost sharing or matching". The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match any mitigation subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.), a statement to the effect that the value is

normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's mitigation subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Rules are in 2 CFR, Part 200, Subpart D sections 200.306 and 200.434.

VIII. PROGRAM INCOME

Any program income generated must comply with 2 CFR, Part 200, Subpart D, Section 200.80 and section 200.307. Program income must be deducted from the sub-awards total allowable project costs. All program income must be reported in the quarterly financial progress reports.

IX. REPORTING REQUIREMENTS

The mitigation grant program requires quarterly programmatic and financial reporting and progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, section 200.328. SUBRECIPIENTS are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are; Jan15, April 15, July 15, and Oct 15. The first report is due following the end of the reporting period in which the subgrant was awarded by FEMA. The reporting periods are; Jan-Mar, April-June, July-Sept, and Oct-Dec**

A signed Certification from the SUBRECIPIENT's AUTHORIZED REPRESENTATIVE for all final financial reports are required as outlined in 2 CFR, Part 200, SubPart D, Section 200.415.

X. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Activity Completion Date, and/or within 60 days of the completion of the project, whichever comes first, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, section 200.343 and section 200.344. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Activity Completion Date. The SUBRECIPIENT must dispose of property purchased with sub-award funds and dispose of or return government-furnished property no longer being used for subaward related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced.

XI. RECORD RETENTION

The SUBRECIPIENT must retain project records for each funding period for three years after the date of the last expenditure report is submitted as outlined in 2 CFR Part 200, Subpart D, section 200.333.

WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Project Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused grant funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

INDEMNIFICATION

1. It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this grant and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

2. The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and

employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

3. The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution by HSEMD and FEMA.

INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

RESPONSIBILITY FOR PROJECT

While HSEMD undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. HSEMD undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND APPLICANT

All written notices and communications to the SUBGRANTEE by HSEMD shall be to:

**David Donavan, EMA
Scott County EMA
1100 East 46th Street
Davenport, IA 52807**

Or the Alternate Point of Contact,

**Laura Berkley, Senior Planner
Bi-State Regional Commission
1504 Third Ave.
Rock Island, IL 61204**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

**Patrick J Hall
Attention: Mitigation Section
Iowa Homeland Security & Emergency Management Department
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Homeland Security and Emergency
Management Department:**

City of Davenport:

Patrick J Hall, Alternate GAR

Frank Klipsch, Mayor

Date

Date

Signature of Authorized Representative (optional)

Date

Attachments: FEMA award notification
Pre-Award risk assessment

City of Davenport

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

Action / Date
4/5/2017

Subject:
Resolution setting a public hearing to convey properties to the Petitioner, Build by Architects, LLC.

Recommendation:
Approve the resolution.

Relationship to Goals:
Welcome investment.

Background:
Over the past several decades, as properties in this block have been demolished and/or become available, the City has acquired them for assemblage and eventual re-use for single-family housing development. Toward that end, the City has issued two separate Requests for Proposals, one roughly 15 years ago and another RFP approximately three years ago, with neither request generating any responses.

The Petitioner ([build] by architects, LLC, Andrew Dasso) plans to acquire the above, contiguous City-owned parcels (roughly 1.5 acres) on the north side of the 700 block of E. 6th Street to replat and construct 6 single-family, detached homes of approximately 2,500 square feet that would be individually built by homeowners. More details on the proposed project and the conveyance will be available at an upcoming Council cycle.

Approval of this resolution will authorize staff to publish a notice advertising the public hearing for April 19th, 2017 at 5:30 PM in Davenport City Council Chambers.

Properties are as followed:

Parcel F0052-42, 718 E 6th Street
Parcel F0052-43, 728 E 6th Street
Parcel F0052-44, 730 E 6th Street
Parcel F0052-45, 732 E 6th Street
Parcel F0052-46, 734 E 6th Street
Parcel F0052-47, 736 E 6th Street
Parcel F0052-48, 740 E 6th Street
Parcel F0052-49, No Address
Parcel F0052-50, 748 E 6th Street
Parcel F0052-51, 750 E 6th Street
Parcel F0052-52, 754 E 6th Street
Parcel F0052-53, 712 Sylvan Street

ATTACHMENTS:

Type	Description
 Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Community Planning & Economic Development	Admin, Default	Approved	4/3/2017 - 2:47 PM

RESOLUTION NO.

RESOLUTION setting a public hearing regarding the proposed sale of:

Ward 3

Parcel F0052-42, 718 E 6th Street

Parcel F0052-43, 728 E 6th Street

Parcel F0052-44, 730 E 6th Street

Parcel F0052-45, 732 E 6th Street

Parcel F0052-46, 734 E 6th Street

Parcel F0052-47, 736 E 6th Street

Parcel F0052-48, 740 E 6th Street

Parcel F0052-49, No Address

Parcel F0052-50, 748 E 6th Street

Parcel F0052-51, 750 E 6th Street

Parcel F0052-52, 754 E 6th Street

Parcel F0052-53, 712 Sylvan Street

RESOLVED by the City Council of the City of Davenport.

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

Part of the Southeast Quarter of the Southwest Quarter of Section 25, Township 78 North, Range 3 East of the 5th P.M. more particularly described as follows:

Lots 1, 2, 4, 5, 6 and the easterly 33 feet of Lot 7 all in Block 147 of Part of LeClaire's 12th Addition and Lots 1, 2, and 3 of McHarts Subdivision all in the City of Davenport, Scott County, Iowa. Said track contains 63,820 square feet, more or less.

WHEREAS, the City of Davenport wishes to convey the property to the Petitioner, Build by Architects, LLC.

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

WHEREAS, transfer of these properties will provide market value, owner-occupied new infill housing in Davenport; and

WHEREAS, transfer of these properties will generate additional tax revenue and alleviate City maintenance costs on vacant lots; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport, Iowa, that a public hearing shall be held on the proposed transfer of this real estate on Wednesday, the 19th day of April, 2017, at 5:30 PM in the Council Chambers of City Hall and notice of said hearing shall be published in the manner prescribed by law.

Attest:

Approved:

Jackie E. Holecek, MMC
Deputy City Clerk

Frank J. Klipsch
Mayor

City of Davenport

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

Action / Date
4/5/2017

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

The Mound Tap, 1029 Mound Street, Outdoor Sidewalk Event in conjunction with Easter Egg Scramble, April 15, 2017, 8:00 a.m. to 12:00 a.m.; Closure Location is sidewalk in front of 1029 Mound Street; Ward 5

Project Renewal, Fit Fest, April 22, 2017; 7:00 a.m. to 12:00 p.m.; Closure Location: West 6th Street between Marquette and Gaines Streets and Warren Street closed between 5th and 6th Streets; Ward 3

Ganzo's, Cinco de Mayo Festival, May 6, 2017; 6:00 a.m. to 12:00 a.m.; Closure Location: Marquette Street right in front of 3923 North Marquette to north driveway of 3940 North Marquette Street; Ward 7

Ganzo's, Cinco de Mayo 5K, May 6, 2017; 6:00 a.m. to 12:00 p.m.; Closure Location: Start/Finish in front of restaurant, west on West 41st Street to Division Street, north on Division to West 53rd, east on West 53rd to Northwest Blvd, south on Taylor Street to West 52nd Street, west on W 52nd and Garner Drive to West 51st Street, East on 51st Street to Fillmore Lane, south on Fillmore Lane to West 46th Street, East on West 46th Street to Marquette, south on Marquette to finish line at Ganzo's Restaurant; Ward 7

Village of East Davenport Association, Village in Bloom Festival of the Arts; May 6, 2017; 6:00 a.m. to 6:00 p.m.; Closure Location: 11th Street between Mound Street and Jersey Ridge Road and Christie Street from 11th Street north to the alley; Ward 5

The Mound Tap, 1029 Mound Street, Outdoor Sidewalk Event in conjunction with Tour de Brew, May 6th 2017, 8:00 a.m. to 2:00 a.m.; Closure Location is sidewalk in front of 1029 Mound Street, Ward 5

Keller Williams Realty, Red Day 5K 2017, May 11, 2017, 5:30 a.m. to 6:00 p.m.; Closure Location: Beiderbecke Drive between Ripley and Brady Streets, then onto bike path to Mississippi Avenue turn-around finishing at Modern Woodmen Park; Ward 3

St Paul Lutheran Church, May Fest, May 21, 2017; 8:00 a.m. to 3:00 p.m.; Closure Location: Lombard Street between Main and Brady Streets; Ward 5

Quad City Bicycle Club, Kwik Star Criterium, May 29, 2017; 5:00 a.m. to 10:00 p.m.; Closure Location: Mound Street from 11th to 12th Streets; 11th Street from Mound Street to Hillcrest Avenue; Hillcrest Avenue to Fulton Avenue; Fulton Avenue from Hillcrest to Mound Street; Wards 5 & 6

Recommendation:
Approve the resolution.

Background:

Attached is the shoot date list for the 2017 season for fireworks.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	3/20/2017 - 9:43 AM

RESOLUTION NO. 2017-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

Entity: The Mound Tap

Event: Outdoor Sidewalk Event in conjunction with Easter Egg Scramble

Date: April 15, 2017

Time: 8:00 a.m. to 12:00 a.m.

Closure Location: Sidewalk in front of 1029 Mound Street

Ward: 5

Entity: Project Renewal

Event: Fit Fest

Date: April 22, 2017

Time: 7:00 a.m. to 12:00 p.m.

Closure Location: West 6th Street between Marquette and Gaines Streets and Warren Street closed between 5th and 6th Streets

Ward: 3

Entity: Ganzo's

Event: Cinco de Mayo Festival

Date: May 6, 2017

Time: 6:00 a.m. to 12:00 a.m.

Closure Location: Marquette Street right in front of 3923 North Marquette to north driveway of 3940 North Marquette Street

Ward: 8

Entity: Ganzo's

Event: Cinco de Mayo 5K

Date: May 6, 2017

Time: 6:00 a.m. to 12:00 p.m.

Closure Location: Start/Finish in front of restaurant, west on West 41st Street to Division Street, north on Division to West 53rd, east on West 53rd to Northwest Blvd, south on Taylor Street to West 52nd Street, west on W 52nd and Garner Drive to West 51st Street, East on 51st Street to Fillmore Lane, south on Fillmore Lane to West 46th Street, East on West 46th Street to Marquette, south on Marquette to finish line at Ganzo's Restaurant

Ward: 8

Entity: Village of East Davenport Assn

Event: Village in Bloom Festival of the Arts

Date: May 6, 2017

Time: 6:00 a.m. to 6:00 p.m.

Closure Location: 11th Street between Mound Street and Jersey Ridge Road and Christie Street from 11th Street north to the alley

Ward: 5

Entity: The Mound Tap

Event: Outdoor Sidewalk Closure in conjunction with Tour de Brew

Date: May 6, 2017

Time: 8:00 a.m. to 2:00 a.m.

Closure Location: Sidewalk in front of 1029 Mound Street

Ward: 5

Entity: Keller Williams Realty

Event: Red Day 5K 2017

Date: May 11, 2017

Time: 5:30 a.m. to 6:00 p.m.

Closure Location: Beiderbecke Drive between Ripley and Brady Streets, then onto bike path to Mississippi Avenue turn-around finishing at Modern Woodmen Park

Ward: 3

Entity: St. Paul Lutheran Church

Event: May Fest

Date: May 21, 2017

Time: 8:00 a.m. to 3:00 p.m.

Closure Location: Lombard Street between Main and Brady Streets

Ward: 5

Entity: Quad City Bicycle Club

Event: Kwik Star Criterium

Date: May 29, 2017

Time: 5 a.m. to 10:00 p.m.

Closure Location: Mound Street from 11 to 12th Streets; 11th Street from Mound Street to Hillcrest Avenue; Hillcrest Avenue to Fulton Ave; Fulton Avenue from Hillcrest to Mound Street

Ward: 5 & 6

Approved this 12th day of April, 2017.

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, MMC, Deputy City Clerk



City of Davenport

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

Action / Date
4/5/2017

Subject:
Resolution approving the plans, specifications, form of contract and estimate of cost for the FY18 Sewer Lining Program. CIP #30036 funded at \$1,000,000 in bonds abated by sewer funds. [All Wards]

Recommendation:
Approve the resolution.

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

Background:
This program rehabilitates existing sanitary sewers through the use of cured-in-place pipe (CIPP) liners. CIPP is formed by the insertion of a resin impregnated flexible felt tube into the existing sewer by use of a hydrostatic head. The tube is then cured by circulating either hot water under pressure or steam pressure to form a hard impermeable pipe. When cured, the liner will extend over the designated length of the existing sewer in a continuous tight fitting watertight pipe-within-a-pipe. This product has been proven to eliminate leaking joints, restore structural integrity to damaged sewers and provide increased flow capacity without the cost of open excavation.

This program is a combined effort by the Sewer and Engineering Divisions of the Public Works Department. Sewers are selected by the Sewer Division based on manhole inspections, cleaning and televising the existing sewer network and reported problems from the public. Included with this year's program, sanitary sewer will be lined based on completed I & I studies recommendations. This program is part of the IDNR Administrative Order

Program management will be completed by the Sewers Division with quality assurance inspections being completed by Engineering Division Staff. The program letting is proposed for mid-April, 2017.

Funds for the FY2018 Sewer Lining Program are budgeted in CIP #30036 for a total of \$1,000,000.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	PW_RES pg2
▣ Backup Material	FY 2018 Sewer Lining Program Maps FY 2018 Sewer Lining Program List of Sewer

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 5:13 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 5:14 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:36 AM

Resolution No. _____

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract and estimate of cost for the FY18 Sewer Lining Program. CIP #30036 funded at \$1,000,000 in bonds abated by sewer funds.

WHEREAS, on the 28th day of March, 2017, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Fiscal Year 2018 Sewer Lining Program within the City of Davenport, Iowa; and

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said Fiscal Year 2018 Sewer Lining Program.

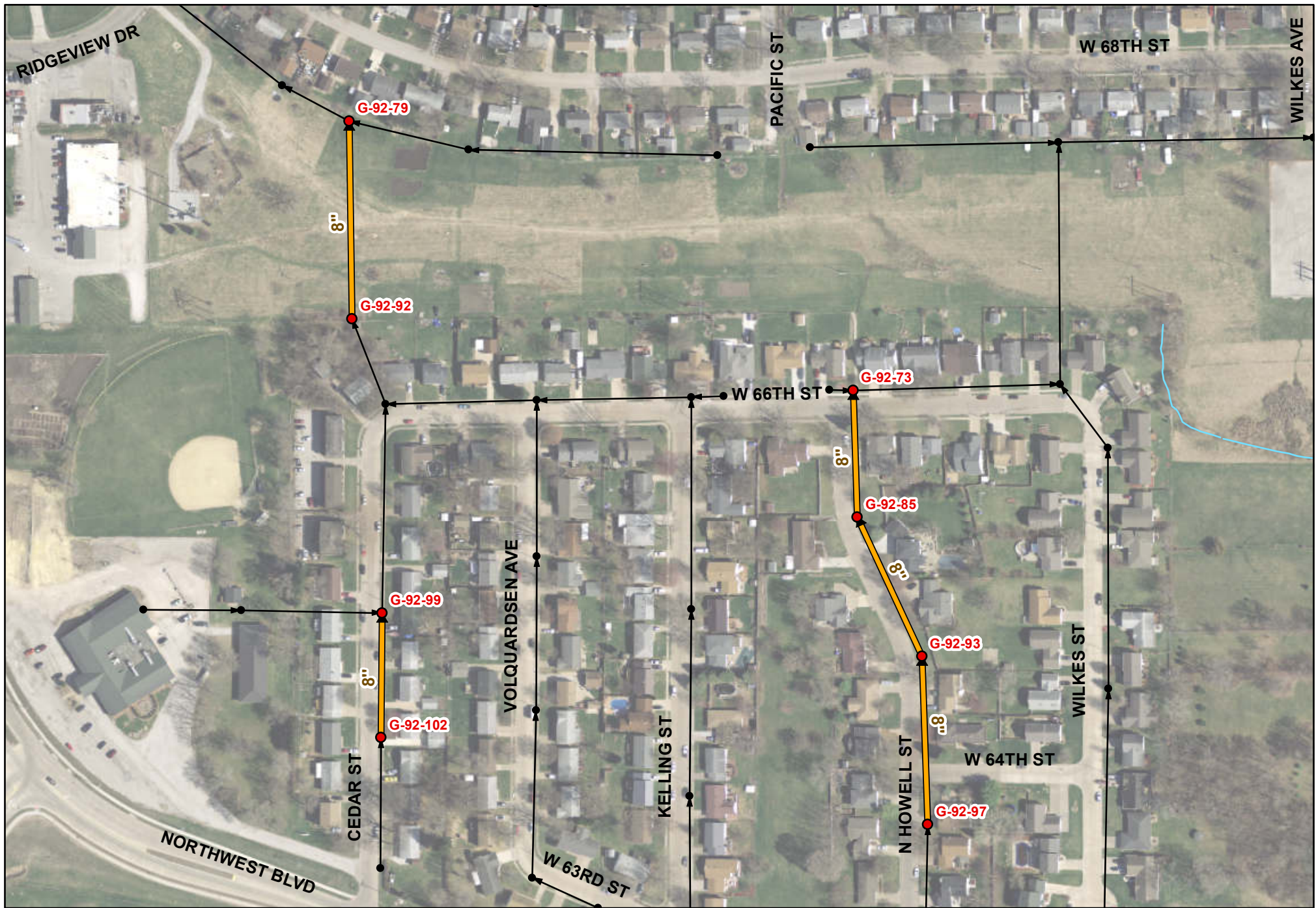
Passed and approved this 12th day of April, 2017.

Approved:

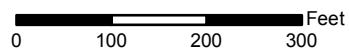
Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk



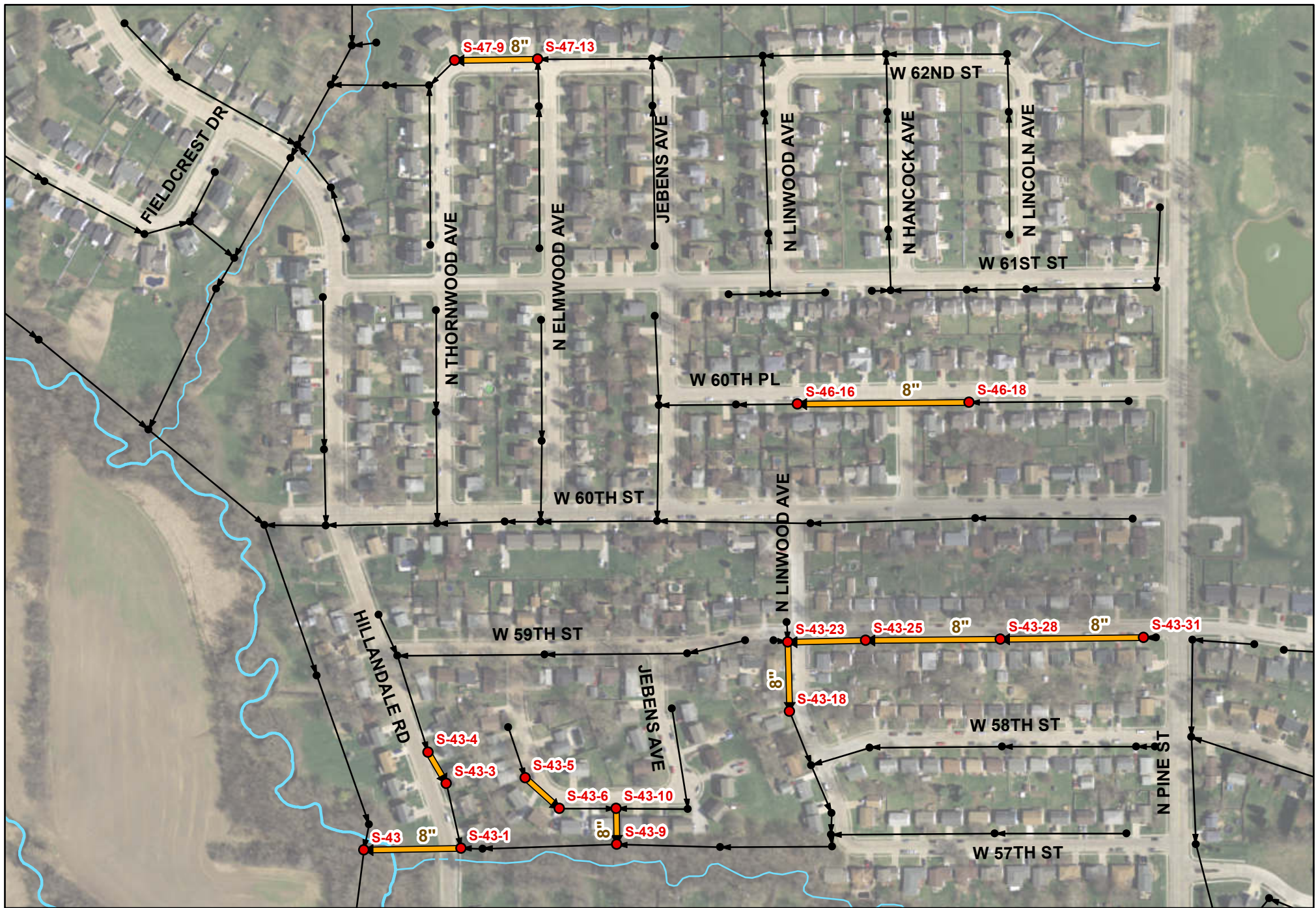
City of Davenport
Sewer Lining 2017

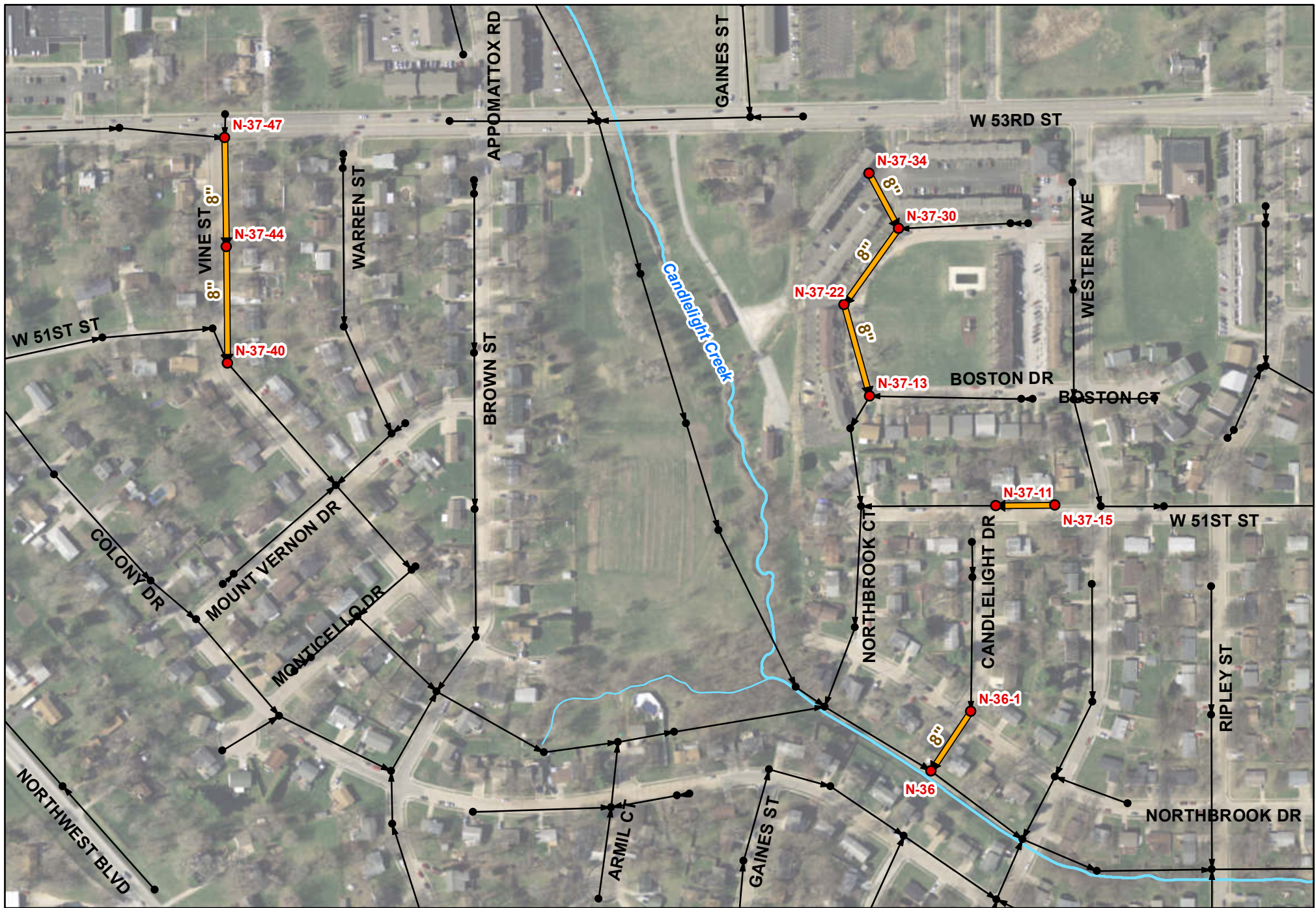


- Sanitary Sewer
- Sanitary Lining Contract

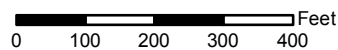


Sheet 1





City of Davenport Sewer Lining 2017

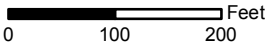


- Sanitary Sewer
- Sanitary Lining Contract



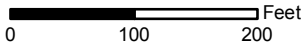
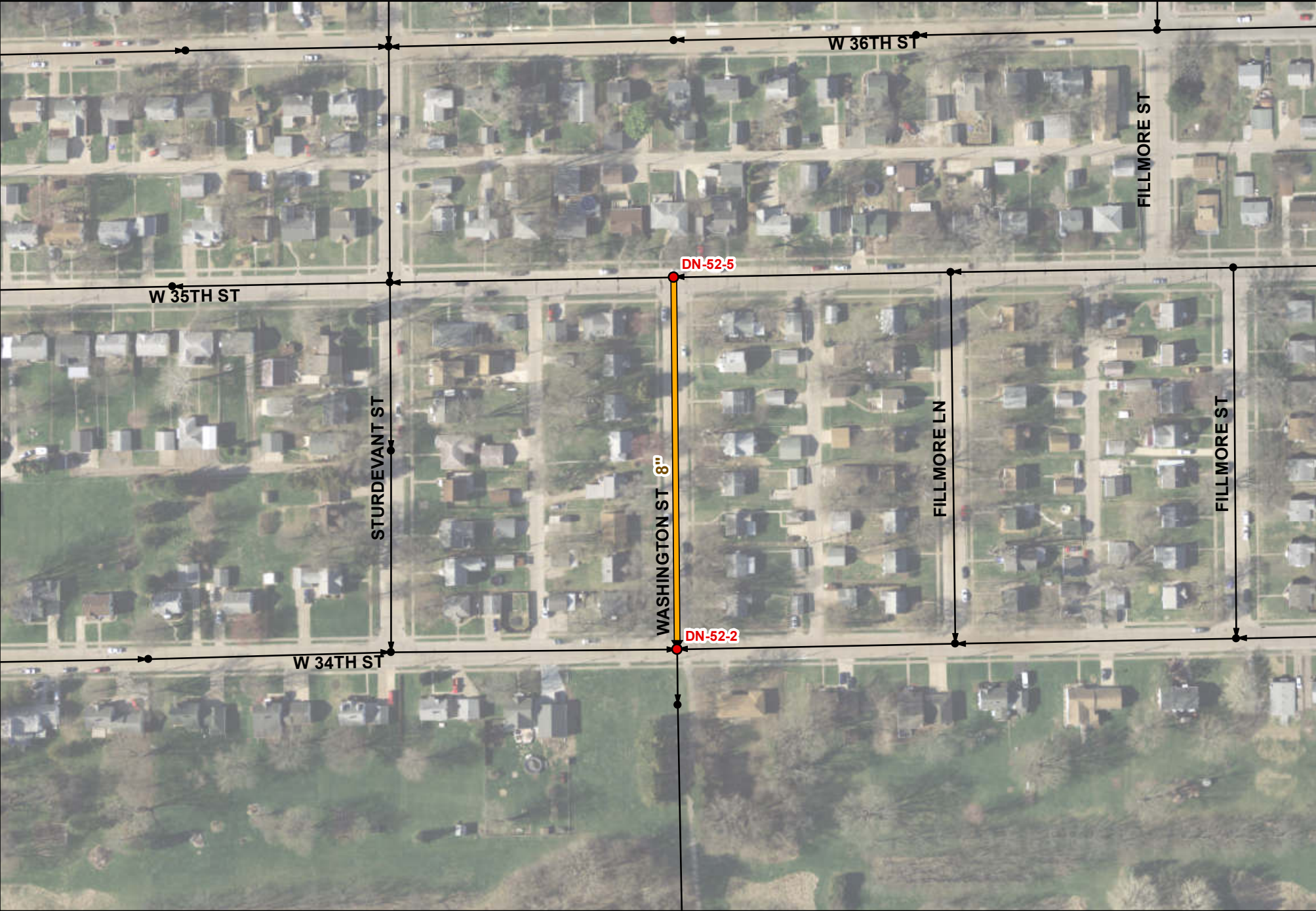
Sheet 4





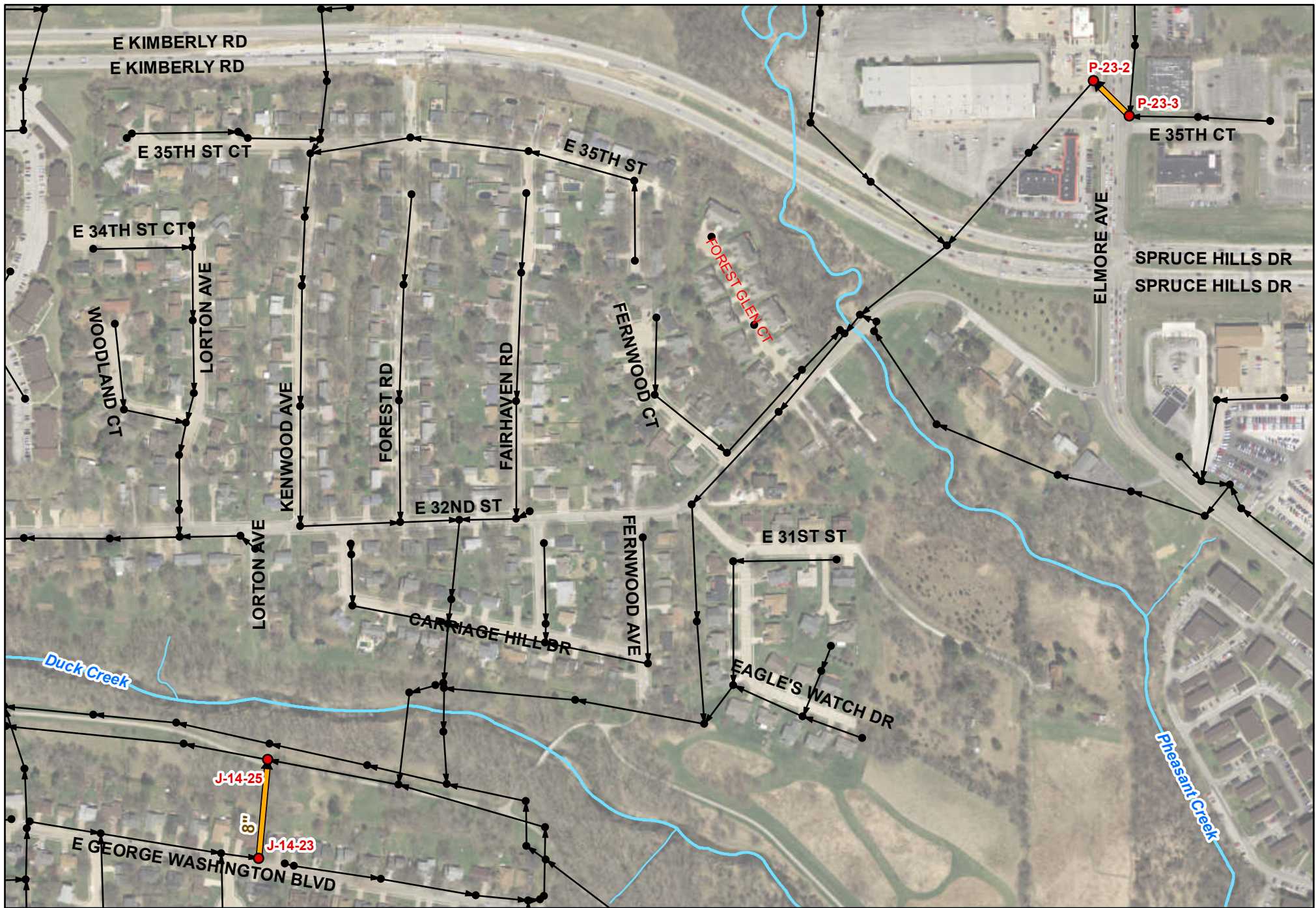
- Sanitary Sewer
- Sanitary Lining Contract

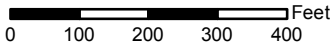
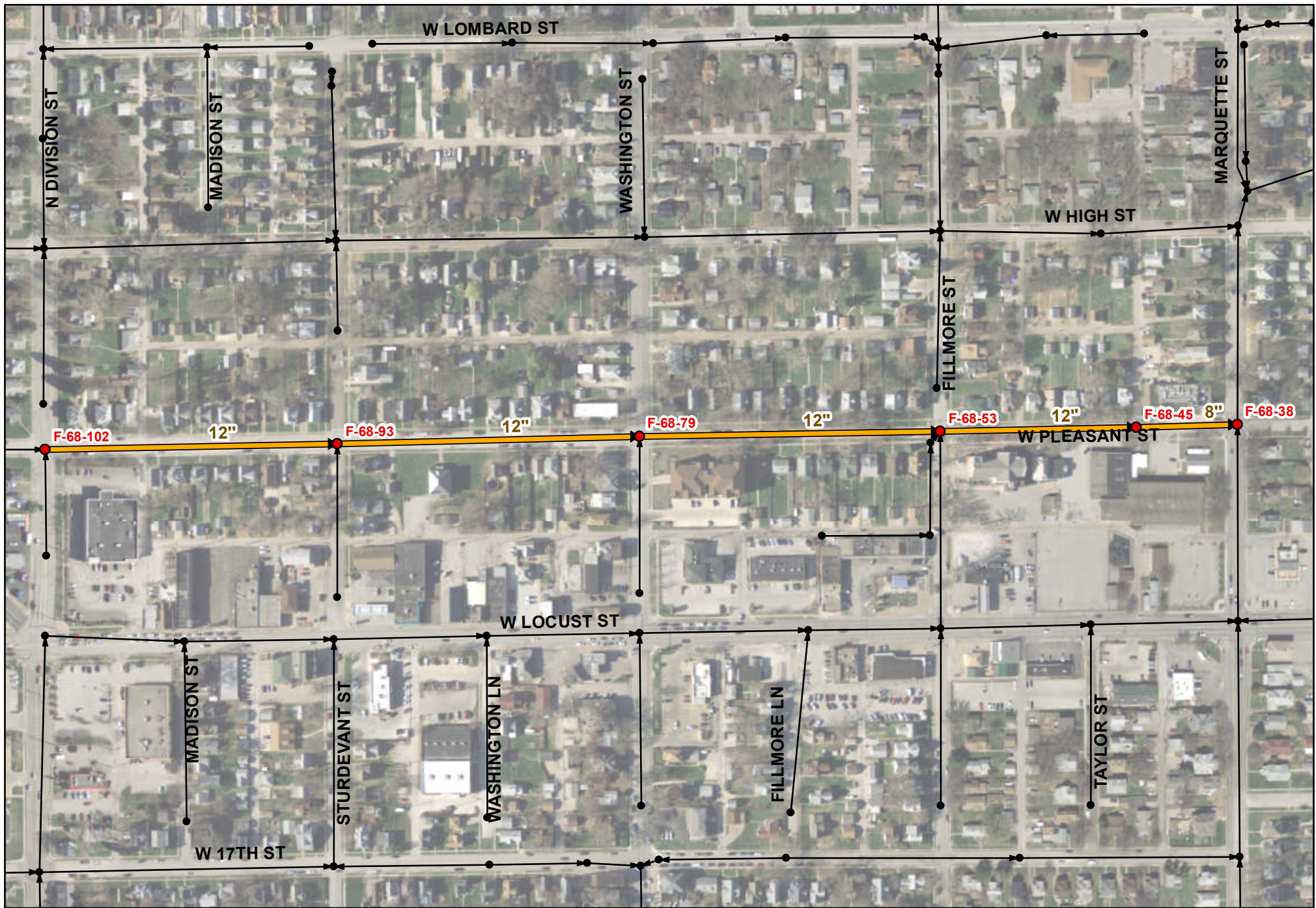




- Sanitary Sewer
- Sanitary Lining Contract





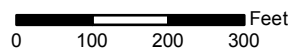


- Sanitary Sewer
- Sanitary Lining Contract





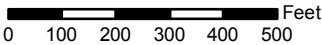
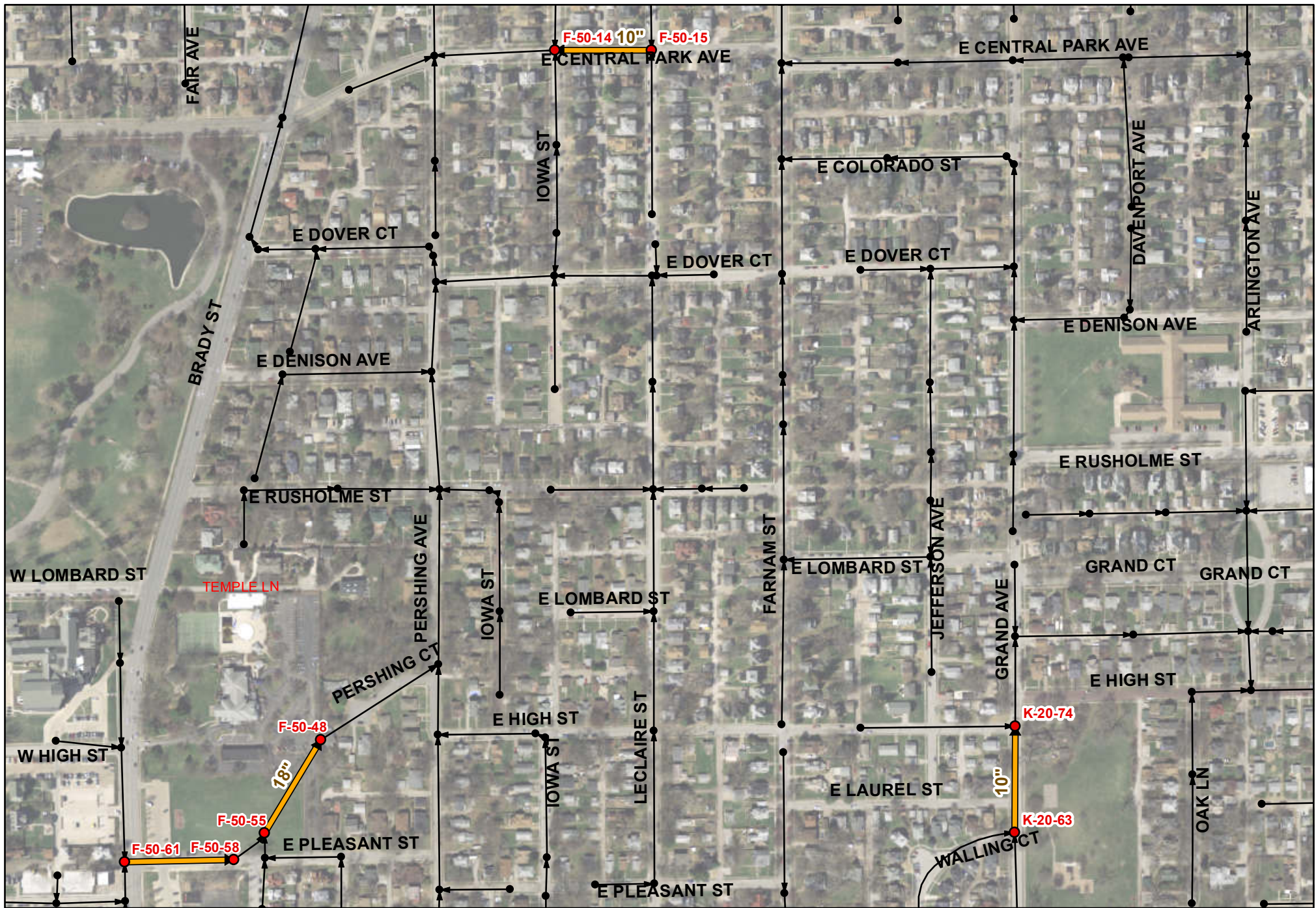
City of Davenport Sewer Lining 2017



- Sanitary Sewer
- Sanitary Lining Contract

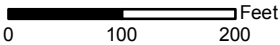


Sheet 10



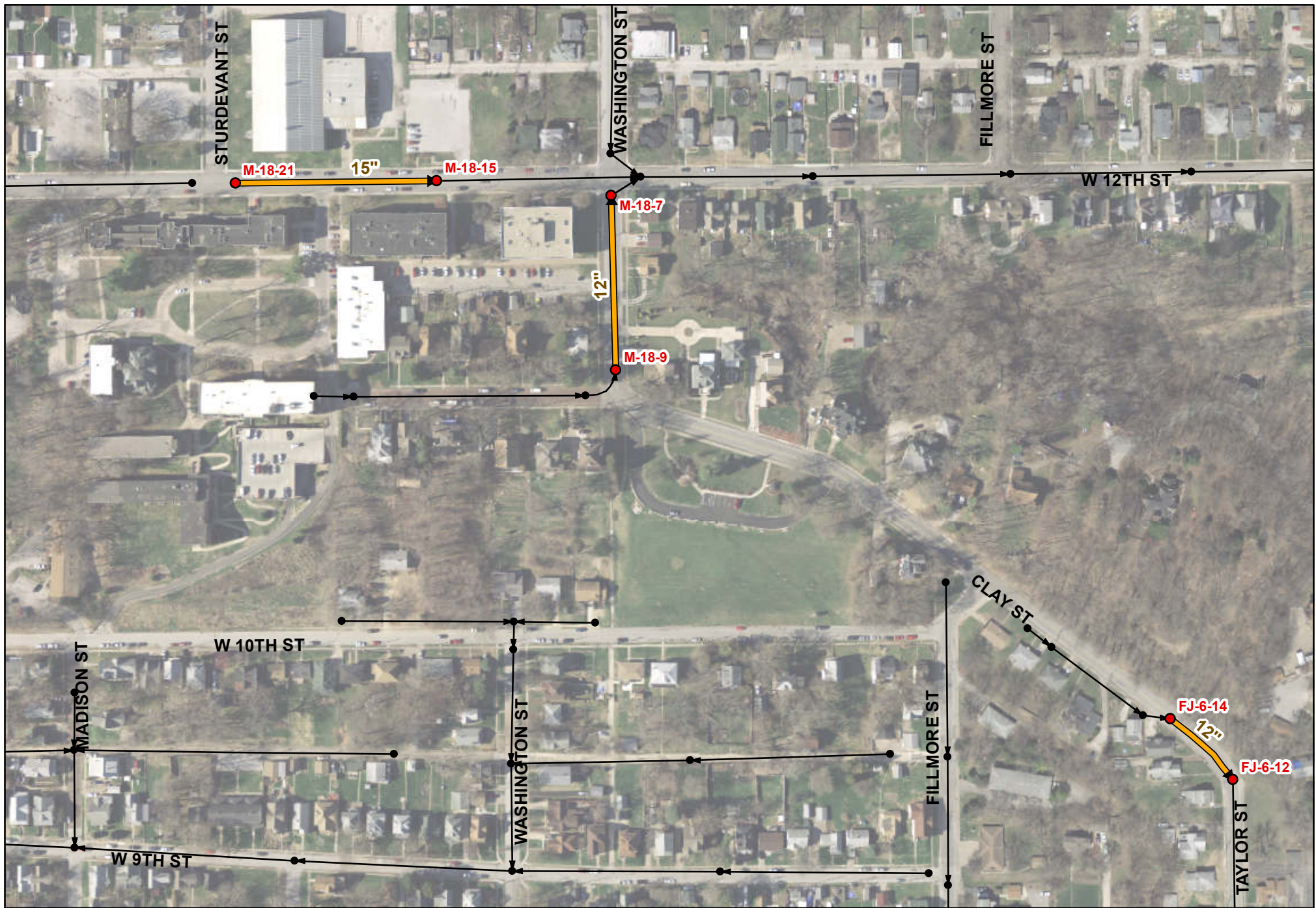
- Sanitary Sewer
- Sanitary Lining Contract





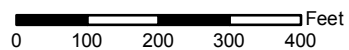
- Sanitary Sewer
- Sanitary Lining Contract







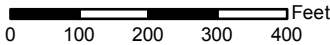
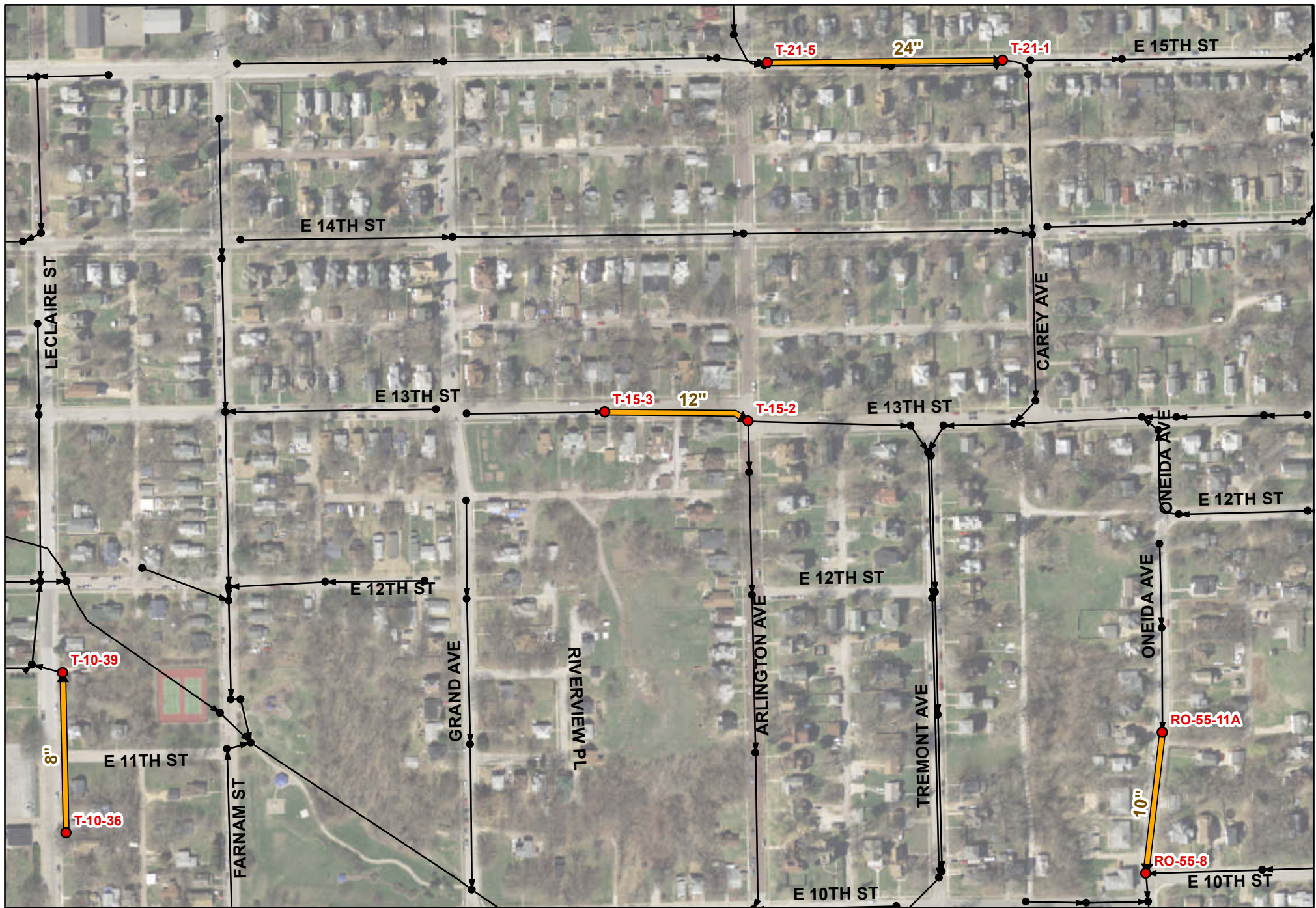
City of Davenport Sewer Lining 2017



- Sanitary Sewer
- Sanitary Lining Contract



Sheet 14

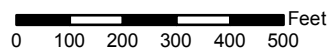


- Sanitary Sewer
- Sanitary Lining Contract





City of Davenport Sewer Lining 2017

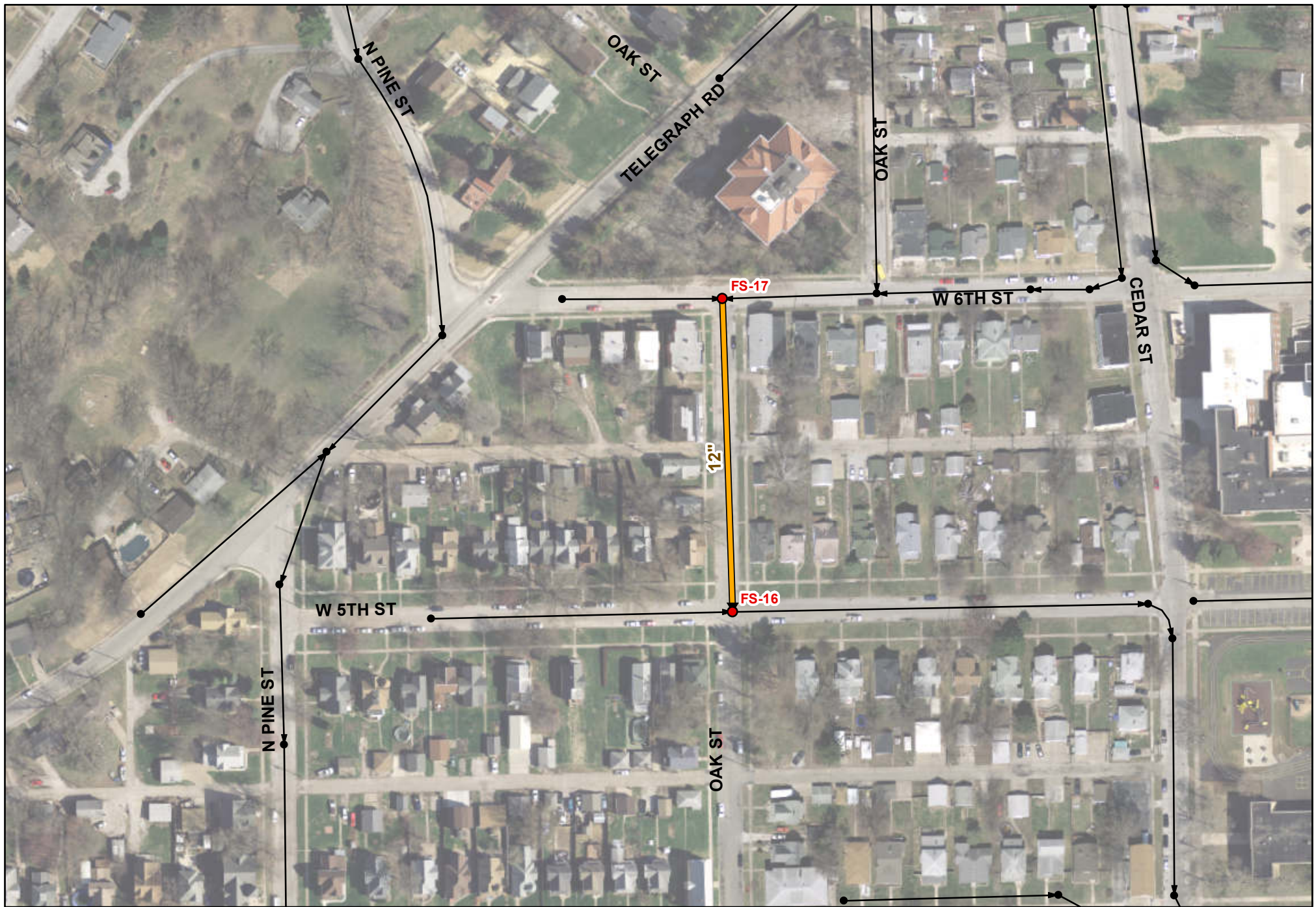


- Sanitary Sewer
- Sanitary Lining Contract

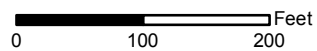


Sheet 16





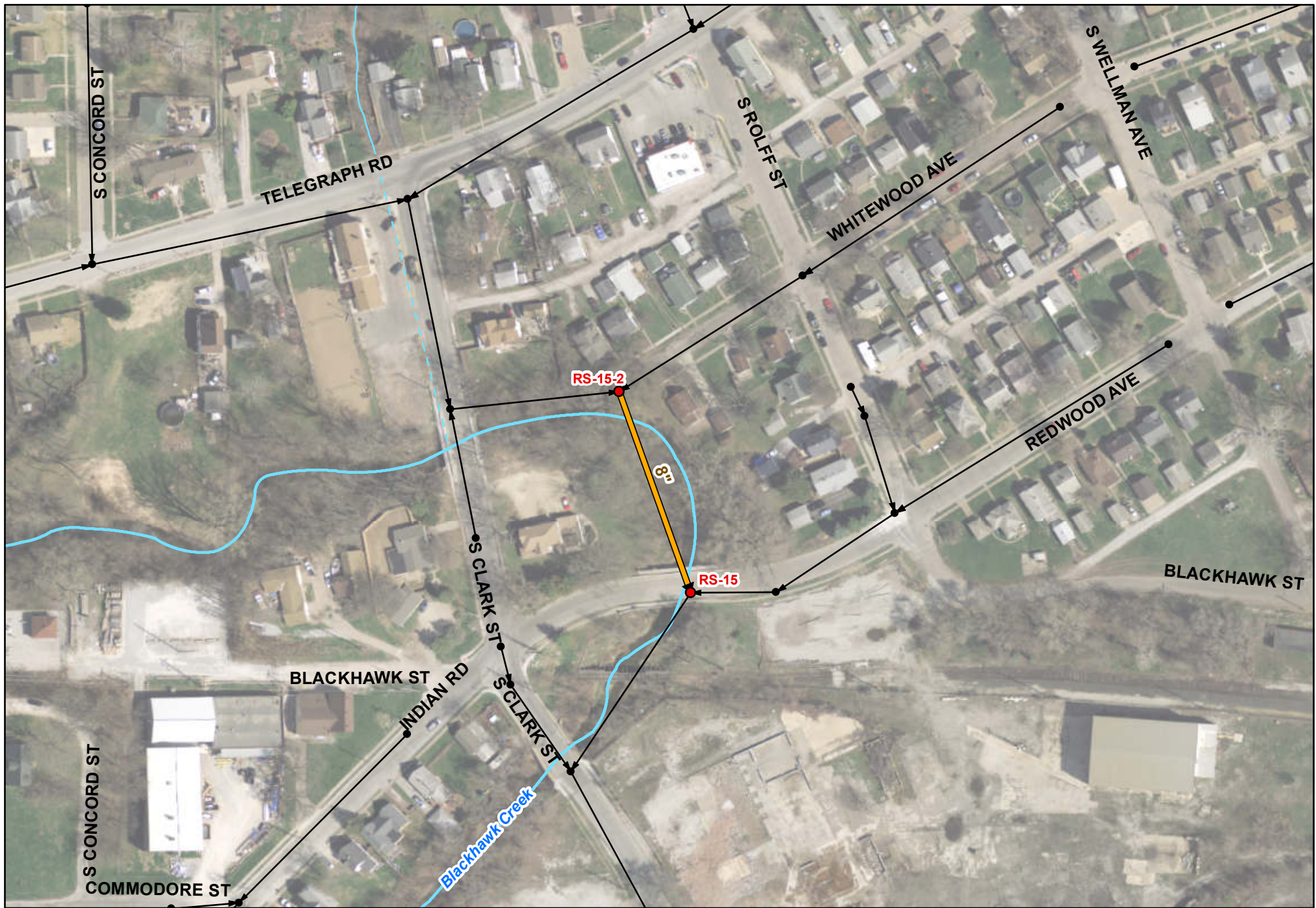
City of Davenport
Sewer Lining 2017

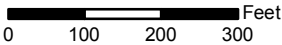
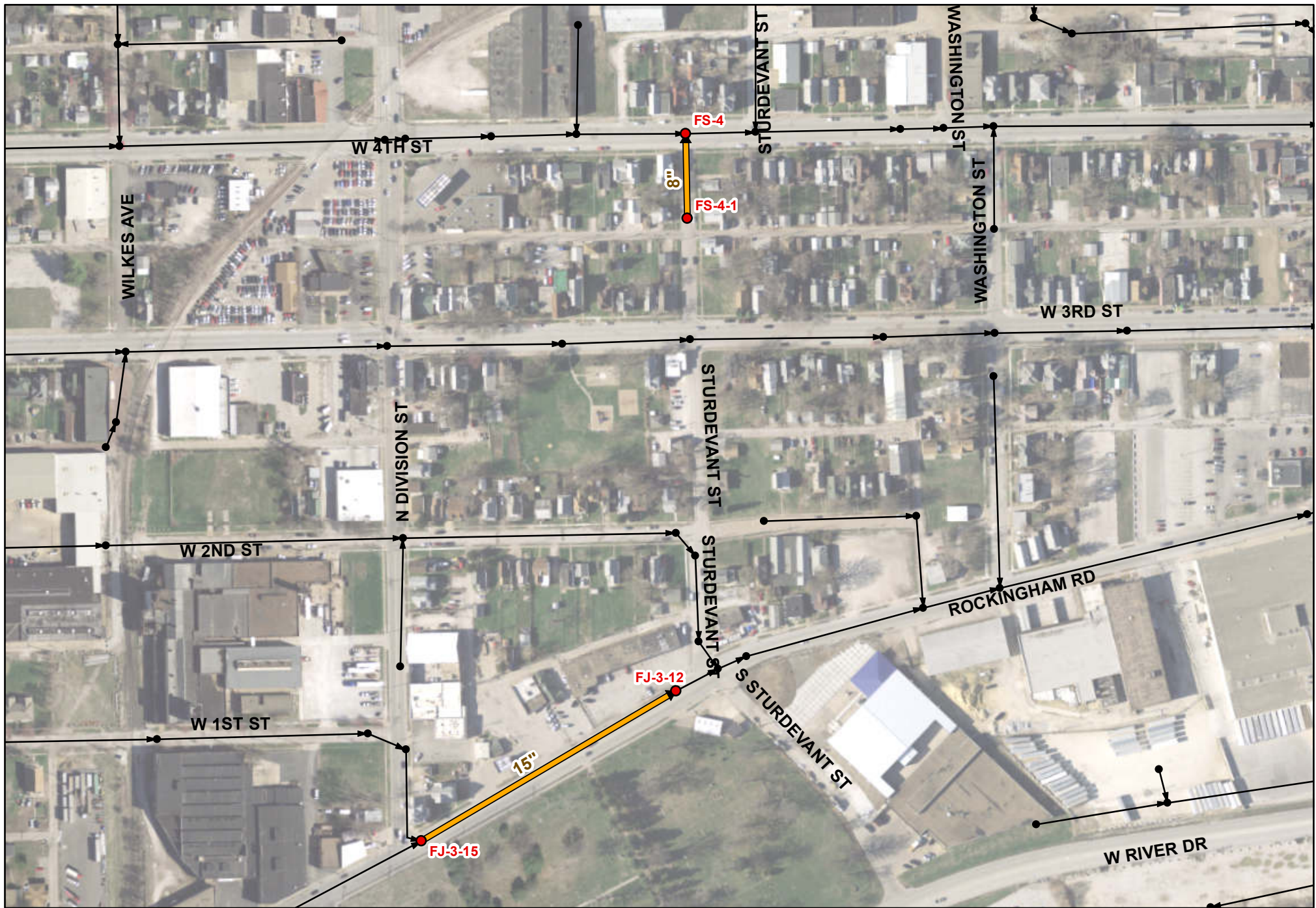


- Sanitary Sewer
- Sanitary Lining Contract



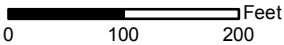
Sheet 18





- Sanitary Sewer
- Sanitary Lining Contract



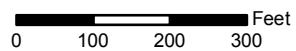


- Sanitary Sewer
- Sanitary Lining Contract
- Storm Lining Contract





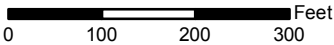
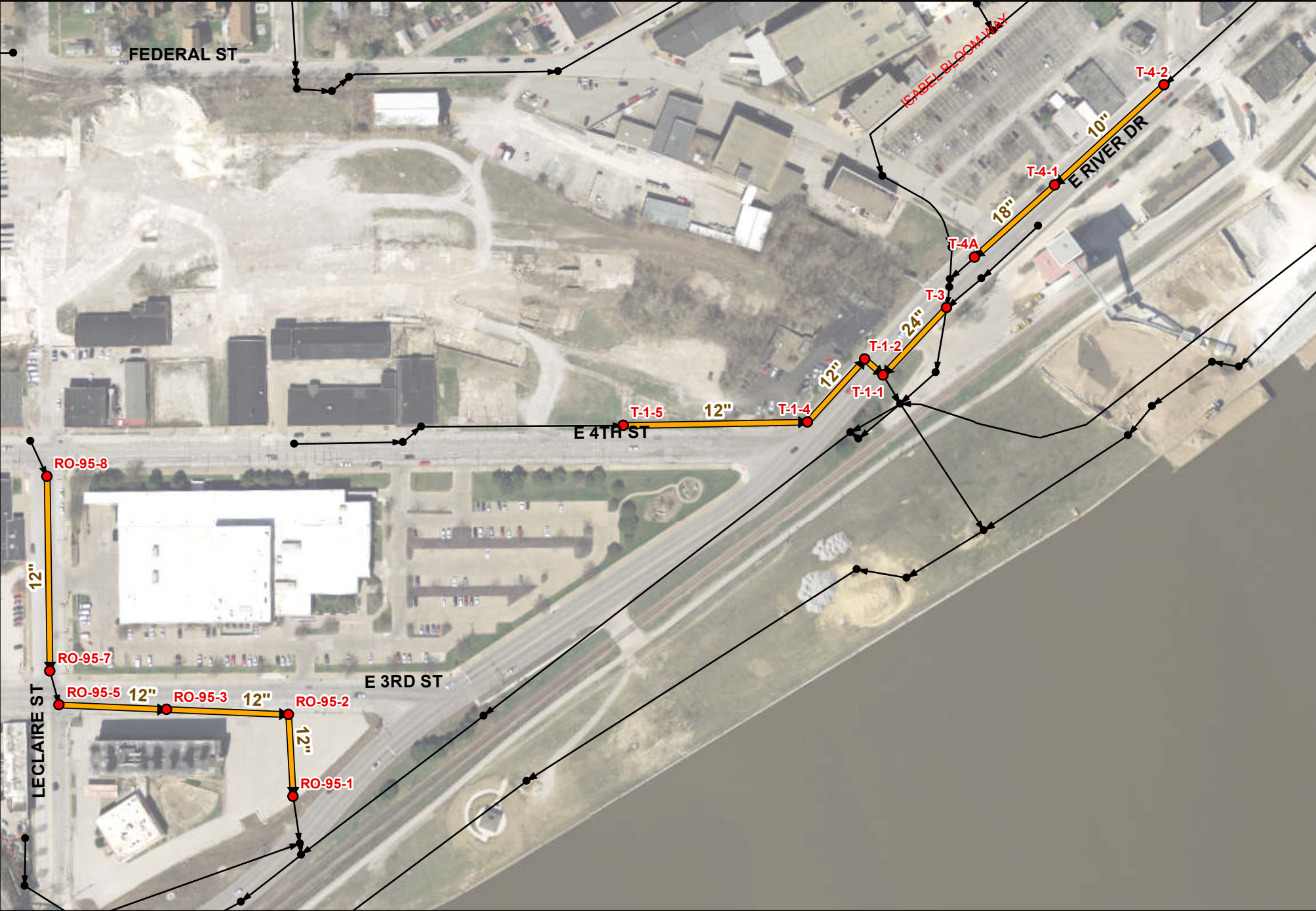
City of Davenport Sewer Lining 2017



- Sanitary Sewer
- Sanitary Lining Contract



Sheet 22



- Sanitary Sewer
- Sanitary Lining Contract



MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
1	6400 CEDAR ST	G-92-102		G-92-99		8	8	201	G-92-102_G-92-99
1	N HOWELL ST - S OF W 66TH ST	G-92-85		G-92-73		2	8	205	G-92-85_G-92-73
1	N OF INTERSECTION OF CEDAR ST & W 66TH ST	G-92-92	13 FT	G-92-79		0	8	315	G-92-92_G-92-79
1	N HOWELL ST - S OF W 66TH ST	G-92-93		G-92-85		5	8	248	G-92-93_G-92-85
1	N HOWELL ST & W 64TH ST	G-92-97		G-92-93		6	8	271	G-92-97_G-92-93
2	5701 HILLANDALE RD	S-43-1		S-43		1	8	224	S-43-1_S-43
2	BETWEEN 2621 & 2617 W 58THS T	S-43-10		S-43-9		2	8	83	S-43-10_S-43-9
2	N LINWOOD AVE - S OF W 59THS T	S-43-23		S-43-18		4	8	160	S-43-23_S-43-18
2	W 59TH ST - E OF N LINWOOD AVE	S-43-25		S-43-23		6	8	180	S-43-25_S-43-23
2	2400 W 59TH ST	S-43-28		S-43-25		12	8	311	S-43-28_S-43-25
2	W 59TH ST - W OF N PINE ST	S-43-31		S-43-28		13	8	330	S-43-31_S-43-28
2	5809 HILLANDALE RD	S-43-4		S-43-3		2	8	85	S-43-4_S-43-3
2	N THORNWOOD AVE & W 58TH ST	S-43-5		S-43-6		3	8	106	S-43-5_S-43-6
2	W 68TH PL & HANCOCK AVE	S-46-18		S-46-16		12	8	398	S-46-18_S-46-16
2	W 62ND ST - N ELMWOOD AVE TO N THORNWOOD AVE	S-47-13	9 FT	S-47-9	9 FT	5	8	195	S-47-13_S-47-9
3	W 61ST ST - E OF BROWN ST	G-74-13		G-74-9		10	8	350	G-74-13_G-74-9

MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
3	W 61ST ST - W OF WESTERN AVE	G-74-15		G-74-13		3	8	208	G-74-15_G-74-13
3	W 61ST ST - W OF BROWN ST	G-74-9		G-74-4		6	8	309	G-74-9_G-74-4
3	W 76TH PL - N OF W 57TH ST	N-49-8		N-49-6		4	8	231	N-49-8_N-49-6
4	CANDLELIGHT DR - W OF NORTHBROOK DR	N-36-1		N-36		2	8	157	N-36-1_N-36
4	W 51ST ST - E OF CANDLELIGHT DR	N-37-15		N-37-11		3	8	131	N-37-15_N-37-11
4	CANDLELIGHT DR - N OF BOSTON DR	N-37-22		N-37-13		2	8	211	N-37-22_N-37-13
4	CANDLELIGHT DR - N OF INDEPENDENCE DR	N-37-30		N-37-22		2	8	208	N-37-30_N-37-22
4	CANDLELIGHT DR - S OF INDEPENDENCE DR	N-37-34		N-37-30		2	8	139	N-37-34_N-37-30
4	VINE ST & W 51ST ST	N-37-44		N-37-40		6	8	257	N-37-44_N-37-40
4	VINE ST - S OF W 53RD ST	N-37-47		N-37-44		5	8	242	N-37-47_N-37-44
5	STURDEVANT ST - S OF W 47TH ST	RC-23-1		RC-23		7	8	362	RC-23-1_RC-23
5	MADISON CT - S OF HITCHING POST LN	RC-24-1		RC-24		4	8	149	RC-24-1_RC-24
6	OAK ST - S OF W 43RD	S-13-25		S-13-18		11	8	356	S-13-25_S-13-18
7	3400 WASHINGTON ST	DN-52-5		DN-52-2		14	8	458	DN-52-5_DN-52-2
8	LORTON CT - E GEO. WASHINGTON TO BIKE PATH	J-14-23		J-14-25		2	8	297	J-14-23_J-14-25
8	ELMORE AVE - N OF E 35TH CT	P-23-3		P-23-2		1	8	152	P-23-3_P-23-2

MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
9	W PLEASANT ST - DIVISION TO STURDEVANT	F-68-102		F-68-93		18	12	649	F-68-102_F-68-93
9	W PLEASANT ST - W OF MARQUETTE ST	F-68-45		F-68-38	11.5 FT	4	8	225	F-68-45_F-68-38
9	W PLEASANT ST - E OF FILLMORE ST	F-68-53		F-68-45		11	12	436	F-68-53_F-68-45
9	W PLEASANT ST - WASHINGTON ST TO FILLMORE ST	F-68-79		F-68-53		21	12	668	F-68-79_F-68-53
9	W PLEASANT ST - STURDEVANT TO WASHINGTON ST	F-68-93		F-68-79		20	12	671	F-68-93_F-68-79
10	WARREN ST - S OF W LOCUST ST	F-68-58		F-68-47		6	10	362	F-68-58_F-68-47
10	HARRISON ST - W PLEASANT TO W LOCUST	K-20-131		K-20-129		5	12	405	K-20-131_K-20-129
11	E CENTRAL PARK - LECLAIRE ST TO IOWA ST	F-50-15		F-50-14		2	10	273	F-50-15_F-50-14
11	GRAND AVE - WALING CT TO E HIGH ST	K-20-63		K-20-74		4	10	303	K-20-63_K-20-74
11	E PLEASANT ST - E OF BRADY ST	F-50-61		F-50-58		2	12	325	F-50-61_F-50-58
11	N OF PERRY ST & E PLEASANT ST	F-50-55		F-50-48		1	18	338	F-50-55_F-50-48
12	HILLANDALE RD - N OF W 11TH ST	W-37-18	8.5 FT	W-37-17	11.5 FT	6	8	193	W-37-18_W-37-17
13	CLAY ST - W OF TAYLOR ST	FJ-6-14		FJ-6-12		3	12	151	FJ-6-14_FJ-6-12
13	W 12TH ST - E OF STURDEVANT ST	M-18-21		M-18-15		3	15	345	M-18-21_M-18-15
13	WASHINGTON ST - CLAY ST TO W 12TH ST	M-18-9		M-18-7		4	12	299	M-18-9_M-18-7
14	W 14TH ST & SCOTT ST	HS-22-16	13.5 FT	HS-22-14		8	10	320	HS-22-16_HS-22-14

MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
14	W 10TH ST - W OF WARREN ST	HS-23-23		HS-23-14		2	10	181	HS-23-23_HS-23-14
14	W 10TH ST - E OF VINE ST	HS-23-28	9 FT	HS-23-23		3	10	230	HS-23-28_HS-23-23
14	BROWN ST - W 12TH ST TO W 13TH ST	HS-23-30	13 FT	HS-23-22		9	15	304	HS-23-30_HS-23-22
14	W 10TH ST - MYRTLE ST TO VINE ST	HS-23-37	9.5 FT	HS-23-28	9 FT	7	8	483	HS-23-37_HS-23-28
15	ONEIDA AVE - N OF E 10TH ST	RO-55-11A		RO-55-8		6	10	314	RO-55-11A_RO-55-8
15	LECLAIRE ST & E 11TH ST	T-10-36		T-10-39		7	8	357	T-10-36_T-10-39
15	E 13TH ST - W OF ARLINGTON AVE	T-15-3		T-15-2		7	12	324	T-15-3_T-15-2
15	E 15TH ST - ARLINGTON AVE TO CAREY AVE	T-21-5		T-21-1		19	24	520	T-21-5_T-21-1
16	MISSISSIPPI AVE -N OF E 12TH ST	K-12-7		K-12-6		10	12	345	K-12-7_K-12-6
16	COLLEGE AVE - N OF E 12TH ST	K-16-9		K-16-3		21	8	510	K-16-9_K-16-3
16	ESPLANADE AVE - E 9TH ST TO E RIVER DR	RO-61-2		RO-61-1	10.5 FT	9	20	514	RO-61-2_RO-61-1
17	FULTON AVE & GLENWOOD AVE	F-3-30	7 FT	F-3-22	7 FT	14	8	396	F-3-30_F-3-22
17	MCCLELLAN BLVD - W OF WOOD LN	RO-75-11		RO-75-9		3	8	235	RO-75-11_RO-75-9
18	OAK ST - W 6TH ST TO W 5TH ST	FS-17		FS-16		8	12	381	FS-17_FS-16
19	E OF S CLARK ST - N OF REDWOOD AVE	RS-15-2		RS-15		2	8	248	RS-15-2_RS-15
20	ROCKINGHAM RD - S DIVISION ST TO STURDEVANT ST	FJ-3-15	7	FJ-3-12		5	15	608	FJ-3-15_FJ-3-12

MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
20	STURDEVANT ST - S OF W 4TH ST	FS-4-1		FS-4		4	8	171	FS-4-1_FS-4
21	BRADY ST - W 2ND ST TO W RIVER DR	RO-82-2		RO-82-1	10 FT	5	18	384	RO-82-2_RO-82-1
21	BRADY ST - E 4TH ST TO E 3RD ST	RO-82-4		RO-82-3			18	405	RO-82-4_RO-82-3
21	(STORM) W SIDE OF BRADY ST - SOUTH OF 5TH ST	33366		33363			18	214	9821 (STORM)
21	(STORM) W SIDE OF BRADY ST - N OF W 3RD ST	33375		33378			18	163	9820 (STORM)
21	(STORM) W SIDE OF BRADY ST - N OF W 3RD ST TO SOUTH OF W 3RD ST	33378		33379			18	245	9819 (STORM)
21	(STORM) W SIDE OF BRADY ST - 1/2 BLOCK N OF E 2ND ST	33379		7567			18	158	9818 (STORM)
21	(STORM) E SIDE OF BRADY ST - N OF 4TH ST	33364		33370			18	147	9817 (STORM)
21	(STORM) E SIDE OF BRADY ST - FROM N SIDE OF 4TH TO SOUTH	33370		8932			18	223	9814 (STORM)
21	(STORM) E SIDE OF BRADY ST - 1/2 BLOCK N OF E 3RD ST	8932		33377			18	177	9812 (STORM)
22	WARREN ST - N OF W 2ND ST	RO-21-3		RO-21-2		3	18	163	RO-21-3_RO-21-2
22	RIPLEY ST - W 4TH ST TO W 3RD ST	RO-34-4A		RO-34-4	11 FT	2	18	506	RO-34-4A_RO-34-4
22	RIPLEY ST & W 4TH ST	RO-34-6		RO-34-4A		3	18	506	RO-34-6_RO-34-4A
22	RIPLEY ST - S OF RIVER DR	RO-34-2		RO-34-1		3	18	195	RO-34-2_RO-34-1
22	RIPLEY ST - FROM 2ND TO RIVER	RO-34-3		RO-34-2		11	18	404	RO-34-3_RO-34-2
23	E RIVER DR & FEDERAL ST	T-4-1		T-4A		4	18	174	T-4-1_T-4A

MAP PAGE NUMBER	LOCATION	UPSTREAM MH		DOWNSTREAM MH		ESTIMATED LIVE LATERALS	DIAMETER (IN)	LENGTH (FT)	PIPE_ID
		MH ID	ESTIMATED DEPTH	MH ID	ESTIMATED DEPTH				
23	E RIVER DR - BETWEEN E 4TH ST & FEDERAL ST	T-3		T-1-1			24	179	T-3_T-1-1
23	E RIVER DR - BETWEEN E 4TH ST & FEDERAL ST	T-1-2		T-1-1			12	41	T-1-2_T-1-1
23	E 4TH ST - W OF RIVER DR	T-1-5		T-1-4			12	308	T-1-5_T-1-4
23	RIVER DR - E OF W 4TH ST	T-1-4		T-1-2			12	133	T-1-4_T-1-2
23	E RIVER DR - BETWEEN FEDERAL & TREMONT	T-4-2		T-4-1		6	10	237	T-4-2_T-4-1
23	W OF E 3RD ST & RIVER DR	RO-95-2		RO-95-1			12	135	RO-95-2_RO-95-1
23	E 3RD ST - E OF LECLAIRE ST	RO-95-3		RO-95-2		3	12	197	RO-95-3_RO-95-2
23	E 3RD ST - E OF LECLAIRE ST	RO-95-5		RO-95-3			12	145	RO-95-5_RO-95-3
23	LECLAIRE ST - FROM E 4TH ST TO E 3RD ST	RO-95-8		RO-95-7		4	12	317	RO-95-8_RO-95-7

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Lesley Eastlick; (563) 326-7729
Wards: 8

Action / Date
4/5/2017

Subject:
Resolution approving contract amendment #2 for additional design services with Snyder & Associates in the amount of \$182,000 for the extension of West 76th Street budgeted in CIP #01629. [Ward 8]

Recommendation:
Pass the resolution.

Relationship to Goals:
Enhance quality of life.

Background:
Snyder & Associates was contracted to design the connection of West 76th Street between Division Street and Northwest Boulevard. The original contract was \$207,900. The first contract amendment included additional stormwater modeling and increased the contract by \$8,200.

The project was originally a city funded project, but was then awarded federal funds. With this change, the design requirements to accept the funds expanded, e.g. additional permitting, investigation and right-of-way acquisition guidelines. Snyder also extended their scope to include limited construction services. The second contract amendment, in the amount of \$182,000, is to be used for the additional work needed to complete these requirements. The total contract amount is increased to \$398,100.

ATTACHMENTS:

Type	Description
▢ Resolution Letter	PW_RES pg2
▢ Backup Material	Contract Amendment

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 5:16 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 5:16 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:36 AM

Resolution No. _____

RESOLUTON offered by Alderman Ambrose.

RESOLUTION approving contract amendment #2 for additional design services with Snyder & Associates in the amount of \$182,000 for the extension of West 76th Street budgeted in CIP #01629.

WHEREAS, the City Council wishes to extend 76th west of Division Street, and

WHEREAS, Snyder and Associates, Inc. of Cedar Rapids, Iowa was selected to perform the design and produce the construction plans and specifications; and;

WHEREAS, the original scope was expanded;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that Contract Amendment #2 with Snyder and Associates, Inc. in the amount not to exceed \$398,100 is hereby formally approved.

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

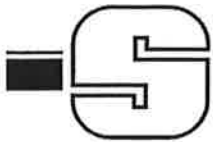
Passed and approved this 12th day of April, 2017

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk



Amendment No. 2

This Amendment authorizes Snyder & Associates, Inc. to proceed with the following described services.

Client: City of Davenport

Attention: Tom Leabhart, PE

Project Name: 76th Street From West of Division Street to Division Street

Project #: 111.0686.08

Amendment Date: 3/10/17

Description of Services

The original engineering services agreement for the project included a \$207,900 anticipated fee and was executed in October 2011. The contracted services anticipated a locally developed project utilizing local funds. The scope generally included only minimal coordination with Iowa DOT, property boundary research and easement plat preparation for 7 parcels, a Phase I Environmental (hazardous materials) Site Assessment, wetland delineation, bridge hydraulic analysis (including structure sizing and floodway modeling), preliminary, check, and final design/plan development, and bid period assistance.

On December 18, 2012, the budget was increased in the amount of \$8,200 to include modification of the hydrology model to create a revised discharge (and accompanying structure size reduction). The new contract amount became \$216,100. This additional design effort resulted in a significantly reduced anticipated design flow through the project area; which, in turn results in less cost associated with the stormwater culvert conveying surface flow under the extension of 76th Street.

The final scope of the project expanded to include DOT environmental investigation and documentation, and expanded coordination associated with a DOT letting/use of federal aid. Following is a summary of modifications:

- Add coordination and analysis of the West 76th Street and N. Division Street intersection to compare traffic operations for variety of traffic control and geometric alternatives.
- Expand preliminary design efforts to incorporate alternate intersection layouts into the construction plans. These services include additional storm sewer design and detailing, traffic control, pavement marking, signage, and construction staging considerations associated with the alternative intersection layouts.
- Complete a Threatened and Endangered Species Determination of Effect form at Iowa DOT

request in association with Office of Local System's Instructional Memorandum 3.111. (The form's first issue date was July 1, 2014.)

- Perform Phase I Archaeological Survey (to be completed by sub-consultant at a cost of \$4,553.66).
- Conduct noise study as required for highways on new alignment in accordance with DOT guidance.
- Update Phase I Environmental Site Assessment
- Develop Countersigned Categorical Exclusion Memo to secure FHWA's Environmental Concurrence.
- Increase property boundary research and temporary easement / acquisition plat development from 7 to 9 parcels.
- Expand Project Administration to include additional DOT coordination to facilitate development as a federally funded project, coordination with private property owners to secure access for the archaeological survey, and an increased volume of project status reporting, project review meetings, invoicing, and project schedule and budget monitoring activities with the expanded project duration.
- Add topographic survey to retrieve recent field changes on adjacent property improvements.
- Re-delineate area for presence of jurisdictional wetland. Original wetland delineation and evaluation report expired due to project delays. The re-evaluation determined no jurisdictional wetland exists within the anticipated project impact areas.
- Convert from local project to follow Federal-aid Project Development Guide.
- Add sanitary sewer realignment design
- Project schedule extended to December 31, 2017.

Additional compensation in the amount of \$182,000 has been identified for the above summary of modifications.

With approval of this change order, the revised not to exceed total will become \$398,100.

☐ Lump Sum _____

☒ Hourly in accordance with the Snyder & Associates, Inc. current standard fee schedule.

☐ Document Attached _____

The undersigned, on behalf of the Client, understands and agrees that the services described in this Amendment are subject to the general terms and conditions contained in the Original Agreement dated 10/14/11.



Client Authorized Signature

3-10-17

Date

Snyder & Associates, Inc. Authorized Signature

Date

Route Executed Copy to: Snyder & Associates, Inc. - Cedar Rapids

City of Davenport

Agenda Group:

Department: Public Works - Admin

Contact Info: Thomas Vesalga; (563) 326-7783

Wards: 8

Action / Date

3/15/2017

Subject:

Resolution accepting the Fuel Facility Modernization Project at the Davenport Municipal Airport in the amount of \$601,637.16. Funding is from the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000 and CIP# 10102 at 75%, \$451,637. [Ward 8]

Recommendation:

Approve the Resolution.

Relationship to Goals:

Welcome Investment.

Background:

The underground fuel system at the Davenport Municipal Airport was installed in the early 1950's. The system has deteriorated to a point that the Airport is spending an excessive amount of operating capital preventing fuel from leaking into the soil. Additionally, the insurance costs for an underground system can be eliminated by going to an above ground system. The new fueling and storage system has self-serve and full-serve delivery cabinets, a self-serve credit card reader, 2 above-ground 20,000 gallon tanks, and a specially designed fuel containment system.

McClure Engineering Company is the design and construction observation engineering firm that provided oversight for this Iowa Department of Transportation, Office of Aviation project.

Funding is through the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000, and CIP# 10102 at 75%, \$451,637.

ATTACHMENTS:

Type	Description
□ Resolution Letter	PW_RES_Apr Fuel Facility Modernization Acceptance Page 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Admin, Default	Approved	3/30/2017 - 10:59 AM

City of Davenport

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

Action / Date
PW 3/15/2017

Subject:

Resolution accepting the Fuel Facility Modernization Project at the Davenport Municipal Airport in the amount of \$601,637.16. Funding is from the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000 and CIP 10102 at 75%, \$451,637. [Ward 8]

Recommendation:

Approve the Resolution.

Relationship to Goals:

Welcome Investment.

Background:

The underground fuel system at the Davenport Municipal Airport was installed in the early 1950's. The system has deteriorated to a point that the Airport is spending an excessive amount of operating capital preventing fuel from leaking into the soil. Additionally, the insurance costs for an underground system can be eliminated by going to an above ground system. The new fueling and storage system has self-serve and full-serve delivery cabinets, a self-serve credit card reader, 2 above-ground 20,000 gallon tanks, and a specially designed fuel containment system.

McClure Engineering Company is the design and construction observation engineering firm that provided oversight for this Iowa Department of Transportation, Office of Aviation project.

Funding is through the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000, and CIP# 10102 at 75%, \$451,637.

Resolution No. _____

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport

RESOLUTION accepting the Fuel Facility Modernization Project at the Davenport Municipal Airport in the amount of \$601,637.16. Funding is from the Iowa Department of Transportation, Office of Aviation grant at 25%, \$150,000 and CIP 10102 at 75%, \$451,637.

WHEREAS, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Fuel Facility Modernization within the City of Davenport, Iowa; and

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

NOW, THEREFORE, IT IS RESOLVED by the Council of Davenport, Iowa, as follows: that the resolution accepting the Fuel Facility Modernization Project at the Davenport Municipal Airport in the amount of \$601,637.16 is formally approved.

Passed and approved this 22nd day of March, 2017

Approved:

Attest:

Frank Klipsch, Mayor

Jackie E. Holecek, Deputy City Clerk

City of Davenport

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

Action / Date
4/5/2017

Subject:

Motion approving the contract for the Collection System (Sanitary Sewer Manholes) Rehabilitation Program Engineering Design and Preparation of Bid Documents for professional engineering services to Strand Associates, Inc. in the amount not-to-exceed \$46,000; FY 2018/FY 2019 CIP #30034. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

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

Background:

Many of the manholes of the sanitary collection system are structurally deficient and allow for inflow and infiltration. Rehabilitation is needed to address these issues to further comply with the IDNR Administrative Consent Order. This program includes various strategies such as cured-in-place manhole lining, spray-applied materials, casting and adjusting ring replacement, chimney seals and total manhole replacement. This portion of the project is for design and preparation of bid documents and field inspection services. Strand Associates, Inc. was selected as a result of their expertise and experience with this type of project. The Scope of Work is for Strand Associates, Inc. to provide engineering services to the City for the design and preparation of bid documents and field inspections for the Sanitary Sewer Manhole Rehabilitation Program designated for FY2018/FY2019.

This resolution is the approval of the contract award and is within the budget.

This scope of work addresses manholes from the Sewer and Engineering Divisions of the Public Works Department and recommendations from assessments and I and I studies by consultants, which provided recommendations for removal of I & I sources related to manhole rehabilitation.

ATTACHMENTS:

Type	Description
□ Cover Memo	Manhole Rehab

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 5:09 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 5:09 PM

City Clerk

Admin, Default

Approved

3/30/2017 - 9:35 AM



Schedule

TASK ORDER AUTHORIZATION AND ACCEPTANCE:

OWNER:

CITY OF DAVENPORT,

Date _____

CITY OF DAVENPORT

NOT FOR

Frank Klipsch
Mayor

Date

SIGNATURE

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Brad Guy; (563) 327-5105
Wards: 7

Action / Date
4/5/2017

Subject:
Motion approving amendment number three (3) to the contract with Valley Construction Co. for the 14th District Interceptor Sewer Project in the amount of \$29,600, budgeted in CIP #00165.
[Ward 7]

Recommendation:
Approve the motion

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities

Background:
This project consists of the construction of a new, 30" bypass sewer that will connect the 14th District Basin to the Duck Creek South interceptor sanitary sewer. The goal of this project is to reduce surcharging and sewer backups in the 14th District Basin and eliminate the need for an existing sanitary sewer pumping station located in the 2800 block of Western Ave. The project also includes the construction of new storm culverts to facilitate storm water runoff in the area and the construction of a new asphalt recreational trail that will connect Western Ave. to the Duck Creek Bike Path.

To add needed stabilization to the creek and newly constructed storm culverts, additional Revetment Stone is being installed in order to minimize future operational costs for maintenance.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 4:56 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 4:57 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:33 AM

City of Davenport

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

Action / Date
4/5/2017

Subject:
Motion approving amendment number one (1) with McClure Engineering Company for the 2016 Davenport Industrial Growth Plan in the amount not-to-exceed \$59,360, budgeted in CIP # 30003. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Upgraded City Infrastructure & Public Facilities.

Background:
The project includes reviewing past sanitary sewer reports, available GIS data and City ordinances regarding industrial wastewater discharges, to develop a hydraulic strategy for the sanitary collection system, ultimately determining the potential for sanitary sewer expansion in the Northern and Western Growth Areas.

After field investigations, McClure met with City staff to discuss required data for analysis of the future sewer capacities. As a result of discussions with staff, additional flow monitoring/meters are requested to be installed to address needed data for evaluations at West Side Diversion Tunnel, Duck Creek and Jersey Ridge Tunnel. This additional data will be utilized to determine inflow and infiltration and remaining pipe capacity in relation to future city growth.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 185,010.00
Previous Change Orders	\$ none
<u>This Change Order</u>	<u>\$ 59,360.00</u>

Amended Contract Amount: \$ 244,370.00

ATTACHMENTS:

Type	Description
Backup Material	McClure Engineering Co. Amendment # 1

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 4:58 PM

Public Works Committee
City Clerk

Lechvar, Gina
Admin, Default

Approved
Approved

3/29/2017 - 4:58 PM
3/30/2017 - 9:33 AM

Project No.: DAV 30316011-00
Project Name: 2016 Davenport Industrial Growth Plan, Amendment No.1
Project Manager: Derick Anderson, P.E.

**AMENDMENT NO. 1
TO THE
AGREEMENT FOR ENGINEERING SERVICES
2016 DAVENPORT INDUSTRIAL GROWTH PLAN
DAVENPORT, IOWA 2016**

This **Amendment** is made on the _____ day of _____, 2017, and shall amend the **Agreement** dated the 21st day of July, 2016, by and between **McClure Engineering Company, of North Liberty, IA** (herein referred to as "**Engineer**") and the **City of Davenport, Iowa** (hereinafter referred to as "**Owner**"), for the 2016 Davenport Industrial Growth Plan project.

It is the intent of the **Owner** to revise the previous **Agreement** to include fees for Engineering Services related to additional flow monitors to measure sanitary sewer flows conveyed through the West Diversion Tunnel, Duck Creek trunk sewers, and Jersey Ridge Road Tunnel in the City of Davenport.

This **Amendment** authorizes the **Engineer** and establishes fees for the phases stated below.

2. The **Engineer** shall provide the services marked "included" as follows:

PART 2C: ADDITIONAL FLOW MONITORING AND ANALYSIS (WEST DIVERSION TUNNEL, DUCK CREEK, AND JERSEY RIDGE TUNNEL)		
Item	Included	Not Included
A. <u>Flow Monitoring, Hydraulic Analysis, and Field Inventory</u>		
1. Project Administration	☐	☒
2. Mobilization	☐	☒
3. Manhole Inspections / Inventory (Top Side)	☐	☒
4. Manhole Inspections / Inventory (Full Entry)	☐	☒
5. Flow Meter Installation / Removal	☒	☐
6. Flow Meter Rental (12 Weeks)	☒	☐
7. Flow Meter Maintenance (12 Weeks)	☒	☐
8. Rainfall Gauge Rental (12 Weeks)	☐	☒
9. Rainfall Gauge Maintenance (12 Weeks)	☐	☒
10. Flow Downloads / Analysis	☒	☐
11. Field Surveys / Inventory / Mapping	☐	☒
12. Flow Data Inputs and Model Calibration	☐	☒
13. Capacity Analysis	☐	☒
14. Alternatives / Cost Effective Analysis / Recommendations	☐	☒
B. <u>Unit Price Items (As Required or Requested)</u>		
1. GIS Data Migration	☐	☒
2. Smoke Testing	☐	☒
3. Rainfall Simulation (Storm Sewer Flooding)	☐	☒
4. Cleaning/Televsioning (Bid to Vendor)	☐	☒
5. Video Inspection and Analysis	☐	☒
C. <u>Report Preparation/Meetings</u>		
1. Kick-off Meeting	☐	☒
2. Draft Report	☐	☒
3. Review Meeting (1 Assumed)	☐	☒
4. Final Report and Deliverables	☐	☒

3. Fee Schedule:

PART 2C: ADDITIONAL FLOW MONITORING AND ANALYSIS (WEST DIVERSION TUNNEL, DUCK CREEK, AND JERSEY RIDGE TUNNEL)

- A. Flow Monitoring, Hydraulic Analysis, and Field Inventory..... U/P \$ 59,360.00¹
B. Unit Price Items (As Required or Requested)..... U/P \$ NIC
C. Report Preparation/Meetings LS \$ NIC

¹ Fee shall be per unit prices provided in Fee Table within Exhibit 'B'.

4. The Hourly Rate Schedule is included in Exhibit 'A' and attached to this **Amendment** to be used for work performed on a *Time and Materials* basis.
5. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the **Owner** fails to make monthly payments due the **Engineer**, the **Engineer** may, after giving (7) days written notice to the **Owner**, suspend services under this Agreement.
6. This **Agreement** represents the entire and integrated agreement between the **Owner** and the **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This **Amendment** may be amended only by written instrument signed by both the **Owner** and the **Engineer**.
7. This **Amendment** is subject to all the Terms and Conditions listed on the following pages.

Exhibits		Included	Not Included
Exhibit 'A'	Hourly Rate Schedule	☒	☐
Exhibit 'B'	Preliminary Project Scope	☒	☐
Exhibit 'C'	Owner's Responsibilities	☒	☐
Exhibit 'D'	Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒

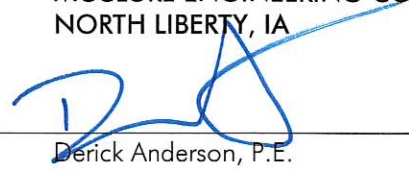
SPECIAL INSTRUCTIONS:

In Witness Whereof, the parties hereto have made and executed this **Amendment** as of the day and year first above written.

OWNER: CITY OF DAVENPORT, IA

ENGINEER: MCCLURE ENGINEERING COMPANY
NORTH LIBERTY, IA

Signed: _____

Signed:  _____
Derick Anderson, P.E.

Title: _____

Title: Water Team Leader

McCLURE ENGINEERING COMPANY

STANDARD TERMS AND CONDITIONS

ACCESS TO SITE: The Engineer shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The Engineer shall be entitled to rely upon the accuracy and completeness of data provided by the Owner and shall not assume liability for such data. The Engineer does not practice law, insurance or financing, therefore, the Owner shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. Owner shall hold Engineer harmless from damages that may arise as a result of inaccuracies of information or data supplied by Owner or others to Engineer.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the Engineer's work by the Owner, the Engineer shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The Engineer will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All reports, plans, specifications, field data and other documents written and/or electronic, prepared by Engineer in doing work on the project, shall remain the property of the Engineer. The documents prepared by the Engineer for this Project are for use solely with respect to this Project. The Engineer's Drawings, Specifications or other documents shall not be used by the Owner on other projects or for additions to this Project, except by agreement in writing and with appropriate compensation to the Engineer.

OPINIONS OF PROBABLE COSTS: It is recognized that neither the Engineer nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of costs or evaluation prepared or agreed to by the Engineer.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Engineer, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Engineer in the event the Project is permanently abandoned.

Failure of the Owner to make payments to the Engineer in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the Owner fails to make payment when due the Engineer for services, the Engineer may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Engineer shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

In the event of termination not the fault of the Engineer, the Engineer shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

CONTRACTOR MATTERS: The Engineer has no control over the Contractor's means, methods, schedule, costs, quality control, workmanship, on-site storm water runoff/erosion control, or project safety measures. For this reason, the Engineer shall not be responsible for or assume liability for the same.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Engineer or its subcontractors. Unfortunately, the information the Engineer must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the Owner agrees to indemnify and hold harmless the Engineer for all claims, losses, costs and damages arising out of the location of underground utilities provided by the Engineer under this Agreement.

SHOP DRAWING REVIEW: If, as part of this Agreement Engineer reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by Engineer, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of Engineer in writing by the contractor. Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, Engineer is providing construction observation services, Engineer shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is preceding in general accordance with the Contract Documents. Unless otherwise specified in this Agreement, the Owner has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

HAZARDOUS MATERIALS – INDEMNIFICATION: The Engineer is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the Owner is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. Engineer makes no representations regarding an environmental site assessment, relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

LIMITATION OF LIABILITY: The Engineer's liability shall be limited to \$50,000.00 as indicated on the certificate of insurance, or as specifically agreed to by separate agreement.

WAIVERS: The Owner and the Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Owner and Engineer each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Engineer shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the law of the principal place of business of the Engineer.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the Owner and Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Engineer. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Engineer.

Effective 6/11/13
(Supersedes 11/01/08)

EXHIBIT 'A'

McCLURE ENGINEERING COMPANY (Effective through December 31, 2016)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Administrative.....	\$60.00
Staff Engineer	\$100.00
Project Engineer.....	\$125.00
Senior Project Engineer	\$175.00
Project Manager	\$155.00
Principal	\$200.00
Senior Principal	\$225.00
Senior Engineering Technician	\$120.00
Engineering Technician (ET)	\$90.00
Registered Land Surveyor	\$155.00
Landscape Architect.....	\$120.00
On-Site Representative (OSR)	\$85.00
Senior On-Site Representative (OSR).....	\$120.00
Crew Chief (CC).....	\$90.00
Crew Member (CM)	\$75.00
Survey Crew	\$200.00
Survey Crew with Scanner	\$260.00
Intern Crew Member.....	\$60.00
 <u>MISCELLANEOUS EXPENSES</u>	
Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage.....	\$0.540/Mile
Plans	\$0.15/Sq. Ft.
Vellums	\$0.55/Sq. Ft.
Out-of-Pocket Expenses (Meals, Hotels, etc.)	At Cost + 10%
Large Format Color Prints	\$5.25/Sq. Ft

EXHIBIT 'B'

PRELIMINARY PROJECT SCOPE

The Scope of Engineering Services for the Project are described as follows:

PART 2C - ADDITIONAL FLOW MONITORING AND ANALYSIS (WEST DIVERSION TUNNEL, DUCK CREEK, AND JERSEY RIDGE TUNNEL)

Part 2C of the 2016 Davenport Industrial Growth Master Plan is to install and maintain eight additional flow meters to measure sanitary sewer flows entering the West Diversion Tunnel, Duck Creek trunk sewers, and Jersey Ridge Tunnel, supplementing eight flow meters included in MEC's original scope or work, as well as two flow meters included in the RJN Group sanitary sewer study in the North Park and Robin Creek basins. The proposed placement for each flow meter is shown in the attachment to Exhibit 'B'.

The data collected from these additional eight flow meters will be analyzed to determine the portion of sanitary sewer flows generated in the northern and western growth areas in the City of Davenport entering each key section of sewer infrastructure, as well as be used to determine the available conveyance capacity (if any) in each segment. The ultimate purpose of the full study is to recommend improvements to trunk sewers and/or sanitary basins serving the northern and western growth areas to facilitate continued new development in these areas.

A summary of the scope items detailed in the Engineer's Scope of Services are summarized as follows.

- A. Flow Monitoring, Hydraulic Analysis and Field Inventory
- B. Unit Price Items (As Required or Requested)
- C. Report Preparation/Meetings

A detailed breakdown of unit prices associated with these scope items is included on the next page.

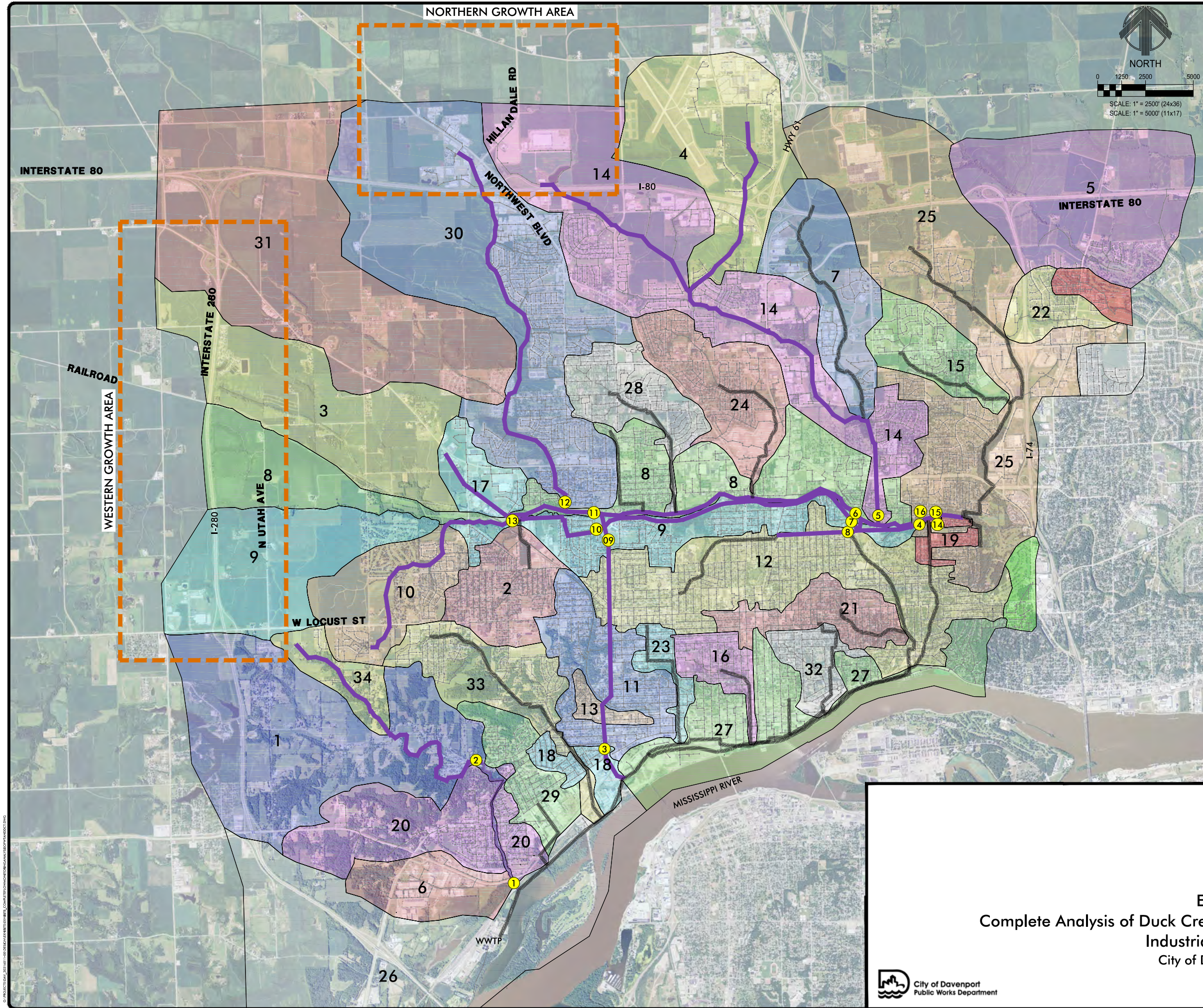
2016 Davenport Industrial Growth Study - DAVENPORT, IOWA

Part 2C - Additional Flow Monitoring (West Diversion Tunnel, Duck Creek, Jersey Ridge Tunnel)

Preliminary Scope of Work and Budget

8 Additional Flow Meters

Item/Description		Quantity	Units	Rate	Total Contract
A. FLOW MONITORING, HYDRAULIC ANALYSIS & FIELD INVENTORY					
1	Project Administration	-	LS	\$ 5,000.00	\$ -
2	Mobilization	-	LS	\$ 5,000.00	\$ -
3	Manhole Inspections / Inventory (Top Side)	-	Each	\$ 160.00	\$ -
4	Manhole Inspections / Inventory (Full Entry)	-	Each	\$ 350.00	\$ -
5	Flow Meter Installation/Removal	8	Meter Site	\$ 700.00	\$ 5,600.00
6	Flow Meter Rental (12 weeks)	96	Meter-Weeks	\$ 330.00	\$ 31,680.00
7	Flow Meter Maintenance (12 weeks)	96	Meter-Weeks	\$ 105.00	\$ 10,080.00
8	Rainfall Gauge Rental (12 weeks)	-	Weeks	\$ 70.00	\$ -
9	Rainfall Gauge Maintenance (12 weeks)	-	Weeks	\$ 85.00	\$ -
10	Flow Downloads / Analysis	96	Meter-Weeks	\$ 125.00	\$ 12,000.00
11	Field Surveys/Inventory/Mapping (As Needed)	-	T&M (allowance)	\$ 0.45	\$ -
12	Flow Data Inputs and Model Calibration	-	LS	\$ 800.00	\$ -
13	Capacity Analysis	-	LS	\$ 10,000.00	\$ -
14	Alternatives/ Cost Effective Analysis / Recommendations	-	LS	\$ 7,500.00	\$ -
Subtotal Part 2C - Additional Flow Monitoring (West Diversion Tunnel, Duck Creek, and Jersey Ridge Tunnel)					\$ 59,360.00



FLOW MEASUREMENT LEGEND				
FLOW METER NUMBER	BASIN MEASURED	10-YEAR PHWW FLOW (MGD)	CAPACITY (MGD)	EXCESS (DEFICIENT) CAPACITY (MGD)
1	BLACKHAWK CREEK (LOWER)			
2	BLACKHAWK CREEK (UPPER)			
3	WEST DIVERSION TUNNEL (LOWER)			
4	DUCK CREEK SOUTH (TOTAL)			
5	GOOSE CREEK *	13.06	16.70	3.10
6	DUCK CREEK NORTH (LOWER)			
7	DUCK CREEK SOUTH (LOWER)			
8	FOURTEENTH DISTRICT			
9	WEST DIVERSION TUNNEL (UPPER)			
10	DUCK CREEK SOUTH (UPPER)			
11	DUCK CREEK NORTH (UPPER)			
12	SILVER CREEK *	8.31	6.29	2.02
13	EMEIS			
14	JERSEY RIDGE			
15	JERSEY RIDGE / PHEASANT CREEK			
16	PHEASANT CREEK			

* MEASURED DURING 2015 I & I PROJECTS STUDY. ADDITIONAL VALIDATION RECOMMENDED.

BASIN LEGEND		
1 BLACKHAWK CREEK	13 FOURTH STREET	25 PHEASANT CREEK
2 BIRCHWOOD	14 GOOSE CREEK	26 RIVERFRONT NEW
3 CARDINAL CREEK	15 HALIN'S ADDITION	27 RIVERFRONT OLD
4 CATERPILLAR	16 HARRISON	28 ROBIN CREEK
5 CROW CREEK	17 HICKORY GROVE	29 ROHLF STREET
6 DAVENPORT INDUSTRIAL	18 HOWELL	30 SILVER CREEK
7 DEERE CREEK	19 JERSEY RIDGE	31 SILVER CREEK WEST
8 DUCK CREEK NORTH	20 KEOTA AVENUE	32 TREMONT
9 DUCK CREEK SOUTH	21 KIRKWOOD	33 WAVERLY
10 EMEIS	22 LAKEHURST	34 WISCONSIN DRAW
11 FEJERVARY	23 MARQUETTE	
12 FOURTEENTH DISTRICT	24 NORTH PARK	

— TRUNK SEWER
— TRUNK SEWER MEASURED BY FLOW METERS
X FLOW METER LOCATION

Exhibit B
Complete Analysis of Duck Creek Basins and West Diversion Tunnel
Industrial Growth Plan
City of Davenport, Iowa

EXHIBIT 'C'

OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of the **ENGINEER**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **ENGINEER'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **ENGINEER** by placing at **ENGINEER'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nicole Gleason; (563) 327-5150
Wards: 1, 3, 4, 5, 6, and 8

Action / Date
4/5/2017

Subject:
Motion awarding a contract for the demolition of eleven structures to Holst Trucking and Excavating of LeClaire, IA in an amount not to exceed \$124,200. CIP #22002. [Wards 1,3,4,5,6, and 8]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
On February 15, 2017, an Invitation to Bid was issued to 131 vendors that are able to provide this service. On March 6, 2017, the Purchasing Division opened three bids. Holst Trucking and Excavating was the lowest responsive and responsible bidder. A bid tab is attached.

The properties selected for demolition were chosen based on a variety of factors including, but not limited to: vacancy, substandard building conditions, deed holder participation and approval from the Historic Preservation Commission (HPC) for demolition.

The award decision was based on lowest, responsive and responsible bid for each address. Each awarded address and dollar amount are listed in an attachment.

This project is funded from the FY17 CIP #22002.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Bid Tab - Demolition of Eleven Structures

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	3/29/2017 - 4:48 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 4:48 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:33 AM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: DEMOLITIONS FY17

BID NUMBER: 17-83

OPENING DATE: MARCH 6, 2017

GL ACCOUNT NUMBER: 72516675 530350 22002

RECOMMENDATION: AWARD THE BID TO HOLST TRUCKING AND
EXCAVATING INC.OF LECLAIRE IOWA

<u>VENDOR NAME</u>	<u>BID AMOUNT</u>
Holst Trucking and Excavating of LeClaire IA	\$124,200
Valley Construction Company of Rock Island IL	\$177,280
McAdam Inc. of Bettendorf IA (did not bid on all locations, and wasn't low on any)	

Approved By Kristi Keller
Purchasing

Approved By [Signature]
Department Director (Acting)

Approved By Brandi Coez
Budget/CIP

Approved By [Signature]
Finance Director

ADDRESS		\$
1818 E 14th St		\$12,700
232 WASHINGTON ST		\$16,400
1113 W 4 ½ ST		\$11,800
1112 GRAND AV		\$15,600
1020 FARNAM ST		\$12,800
2008 W 69th ST		\$12,800
817 W 9th ST	Front House	\$9,800
1023 W 14th ST	Garage Only	\$4,400
2358 MCKINLEY AV		\$11,800
2230 E 34TH ST CT	BARN	\$3,500
1809 KIRKWOOD BLVD		\$12,600
TOTAL		\$124,200

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Jen Walker; (563) 326-6168
Wards: All

Action / Date
4/5/2017

Subject:

Motion approving change order #1 to modify the scope of work for the construction contract with Lionmark Construction / Missouri Petroleum for Slurry Sealing, Cape Sealing, and Micro-Surfacing various streets throughout the City in the amount of \$70,466.04, budgeted in CIP #35015. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Upgraded City Infrastructure & Public Facilities

Background:

The scope of work for the Slurry Seal, Cape Seal, and Micro-Surfacing Project, CIP #35015 was initially designed in the summer of 2016. Based upon a current evaluation of the targeted streets, and considering streets that were crack-sealed by City crews last summer/fall (thereby readied for surface treatment), various modifications were made to the original list of streets. Special Provisions for this contract allow for quantities to be increased or decreased. In total, the areas of cape sealed and micro-surfaced streets are increasing, and the area of slurry sealed streets and length of restriping is decreasing. The net difference is an increase contract amount of \$70,466.04, which is to be paid from available program funds, CIP #35015.

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 659,120.11
Previous Additions to Contract	\$ 0.00
<u>This Change Order</u>	<u>\$ 70,466.04</u>
Amended Contract Amount:	\$ 729,586.15

This project is anticipated to start in late May 2017.

ATTACHMENTS:

Type	Description
□ Backup Material	Change order

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Engineering	Lechvar, Gina	Approved	3/29/2017 - 5:27 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 5:28 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:34 AM



City of Davenport
Public Works Department

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

CERTIFICATIONS

CITY ENGINEER
(Work is Required)

BLS

CIP MANAGEMENT ANALYST
(Funds are Available)

CML

CONSTRUCTION MGR
(Work is Constructible)

RM

PUBLIC WORKS DIRECTOR
(Approval)

RM

CONTRACTOR: Lionmark Construction Co. DBA Missouri Petroleum
ADDRESS: 1620 Woodson Rd., St. Louis, MO 63114

PROJECT TITLE: Slurry Seal, Micro-Surface & Cape Seal – Various Streets
CIP #: 35011, ORG #: 70034697, OBJECT #: 530350, CONTRACT #: 700341701

Description to Contractor

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

CHANGE ORDER DESCRIPTION:

The scope of work for this project was initially designed in the summer of 2016. Based upon a current evaluation of the targeted streets, and considering streets that were crack-sealed last summer/fall (thereby readied for surface treatment), various modifications were made: the surface treatment type may have been switched, the length of the target street elongated, some streets were added new, or some streets were deleted altogether. In accordance with Section L of the Special Provisions for this contract, "...quantities may be increased or diminished, as hereinafter provided, without in any way invalidating the unit bid price. The City reserves the right to adjust locations." In total, the areas of cape sealed and micro-surfaced streets are increasing, and the area of slurry sealed streets and length of restriping is decreasing. A revised list of streets and quantities is attached hereto. The net difference is an increase contract amount of \$70,466.04, which is to be paid from program funds (CIP #35015). While the contract amount is increasing, the number of streets is decreasing by 20 and, therefore, the contractor should be able to work more efficiently and no working days shall be added at this time.

Total Cost: \$70,466.04
Working Days Adjustment: 0

SUMMARY OF CONTRACT AMOUNT:

Original Contract:	\$ 659,120.11
Previous Additions to Contract	\$ 0.00
<u>This Change Order</u>	<u>\$ 70,466.04</u>

Amended Contract Amount: \$ 729,586.15

Recommend/Approved:
(Up to \$5,000)

Jen Walker
Jen Walker, City Project Manager

Date: 3-15-17

Recommend/Approved:

[Signature]
Missouri Petroleum, Contractor

Date: 3-15-17

Recommend/Approved:
(Up to \$15,000)

Nicole Gleason
Nicole Gleason, Public Works Director

Date: 3-15-17

Recommend/Approved:
(Up to \$25,000)

Corri Spiegel, City Administrator

Date: _____

Recommend/Approved:

Date: _____



City of Davenport
Public Works Department

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

(Up to \$100,000)

Chair, Public Works Committee

Required: Green Sheet Motion to Approve

Council Meeting Date: April 12, 2017

Recommend/Approved: n/a
(Over \$100,000) City Clerk, City of Davenport

Date: _____

Required: Green Sheet Resolution to Approve

Council Meeting Date: n/a

Cape Seal						
Street name	From	To	Area (SY)	White Paint Line (LF)	Yellow Paint Line (LF)	Paint Markings (EA)
E Locust St	Grand Ave	Eastern Ave	17,570	2,520	7,892	6
Hickory Grove Rd	W Kimberly Rd	N Fairmount St	7,120	985	3,560	3
N Division St	W Pleasant St	Duck Creek Bridge	22,135	2,700	8,690	4
Northwest Blvd	N Division St	350' N of W 53rd St	9,215	6,880	6,710	0
Scott St	W River Dr	W 2nd St	1,925	110	600	0
W 2nd St	Fillmore St	Marquette St	4,740	160	425	0
W 2nd St	Western	Harrison St	7,030	1,210	1,930	0
E 4th St	E River Dr	Harrison St	20,315	3,290	0	3

Total	90,050	17,855	29,807	16
-------	--------	--------	--------	----

Micro Surface						
Street name	From	To	Area (SY)	White Paint (LF)	Yellow Paint (LF)	Paint Markings (EA)
S Birchwood Ave	Boies Ave	Mckinley Ave	3,500	0	0	0
Davenport Ave	E 30th St	E 32nd St	1,720	0	0	0
N Pine St	Ridgeview Dr	W 75th PL	5,145	0	0	0
Palmer Dr	Brady St	Perry St	925	0	0	0
W 75th Pl	N Pine St	Pacific St	3,275	0	0	0
E 13th St	Eastern Ave	Judson St	550	0	0	0
Total			15,115	0	0	0

Slurry Seal

Street name	From	To	Area (SY)	White Paint (LF)	Yellow Paint (LF)	Paint Markings (EA)
Farnam St	E Locust St	E High St	2,915	0	0	0
Homestead Ave	S Fairmount St	S Michigan Ave	2,670	0	0	0
Tremont Ave	E Locust St	150' North of E Pleasant St	1,670	0	0	0

Total	7,255	0	0	0
-------	-------	---	---	---

Totals					
Cape Seal (SY)	Micro Surface (SY)	Slurry Seal (SY)	White Paint (LF)	Yellow Paint (LF)	Paint Markings (EA)
90,050	15,115	7,255	17,855	29,807	16
			47,662		

Bid Items	Bid Unit Prices	
Cape Seal	\$5.98	\$538,499.00
Micro-Surface	\$2.88	\$43,531.20
Slurry Seal	\$2.75	\$19,951.25
Crack Filling	\$2.75	\$2,750.00
Paint Symbol Removal	\$40.00	\$640.00
Paint Symbol	\$40.00	\$640.00
Paint Line Removal	\$0.80	\$38,129.60
Paint Line	\$1.05	\$50,045.10
Traffic Control	\$35,400.00	\$35,400.00
Total		\$729,586.15

Previous Totals							
Cape Seal (SY)	Micro Surface (SY)	Slurry Seal (SY)	White Dashed Paint (LF)	White Solid Paint (LF)	Yellow Dashed Paint (LF)	Yellow Solid Paint (LF)	Paint Markings (EA)
85,382	4,050	10,055	18,335	29,887	660	23,710	2
			48,222		24,370		

bid price: \$659,120.11

Revised Totals					
Cape Seal (SY)	Micro Surface (SY)	Slurry Seal (SY)	White Paint (LF)	Yellow Paint (LF)	Paint Markings (EA)
90,050	15,115	7,255	17,855	29,807	16
			47,662		

revised contract amount: \$729,586.15

net increase of: \$70,466.04

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Nicole Gleason; (563) 327-5150
Wards: All

Action / Date
4/5/2017

Subject:
Motion awarding a contract for the city wide Fuel System Modernization to Central Petroleum Equipment Co. (CPEC) of Blue Grass IA in the amount of \$407,474.90. CIP #24005, #24006, and #24007 [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
On January 10, 2017 a Request for Proposals was issued and sent to 73 vendors. On February 7, 2017, the Purchasing Division opened five responses.

An evaluation committee consisting of staff from Public Works, Risk, and the IT department read and scored the proposals on the following criteria and values: 1) Proposed Pricing - 25%, 2) Hardware Features - 20%, 3) Software Features and Reporting - 20%, 4) Life Expectancy and Reliability - 20%, 5) References - 15%. After the scoring was completed two companies were interviewed. CPEC was determined to be able to offer the best service and value for the City of Davenport; and they were able to perform the installation in the timeframe desired by the city. See the attached tabulation of all companies submitting.

This Fuel System Modernization will tie together fueling locations throughout the city; including fire station fuel tanks, various Parks Department fuel tanks, and the gas islands at Public Works and S. Marquette Street. The fleet division will be able to run various reports for fuel usage by vehicle and departments.

Funding for this project is from multiple fleet capital projects such as: CIP #24005 Fuel Island Dispenser Sumps Replacement, CIP #24006 Fuel Island Pump Replacements, and CIP #24007 Fuel Dispensing System Upgrade. These funds are from the sales of General Obligation Bonds.

ATTACHMENTS:

Type	Description
□ Cover Memo	RFP Tabulation - Fuel System Modernization

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	3/29/2017 - 4:51 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 4:51 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:33 AM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: FUEL SYSTEM MODERNIZATION

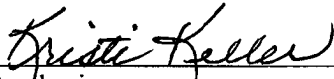
BID NUMBER: 17-52

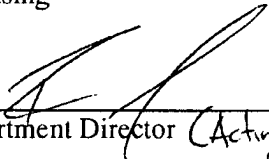
OPENING DATE: FEBRUARY 7, 2017

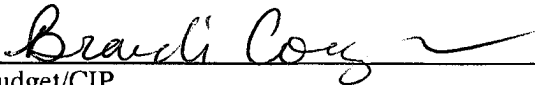
GL ACCOUNT NUMBER: CIP #24005, #24006, and #24007

RECOMMENDATION: AWARD THE CONTRACT TO CPEC OF
BLUE GRASS IA

<u>VENDOR NAME</u>	<u>VENDOR LOCATION</u>
Central Petroleum Equipment Company (CPEC)	Blue Grass, IA
Acterra Group, Inc.	Marion IA
Seneca Companies	Des Moines IA
Trak Engineering Inc.	Tallahassee FL
Unified Contracting Services	Des Moines IA

Approved By 
Purchasing

Approved By 
Department Director (Acting)

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group:
Department: Public Works - Admin
Contact Info: Dan Miers; (563) 326-7877
Wards: All

Action / Date
4/5/2017

Subject:
Motion approving a contract with Altorfer, Inc of Davenport, IA for \$97,000 for the overhaul of engine #1 at the Water Pollution Control Plant (WPCP). Funding for this purchase is from the WPCP operating budget. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
This is a sole source request to have Altorfer, Inc. of Davenport perform the top end overhaul of engine #1. Altorfer, Inc. is the authorized Caterpillar dealer for Davenport. Top end overhauls are recommended at 10,000 hour intervals by Caterpillar to prevent catastrophic failure.

This is one of two Caterpillar 3516 engines at WPCP that provides electrical power, back-up electrical power and process heat.

Funding for this purchase is from FY17 equipment maintenance account from the sewer fund.

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	3/29/2017 - 4:47 PM
Public Works Committee	Lechvar, Gina	Approved	3/29/2017 - 4:47 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:32 AM

City of Davenport

Agenda Group:
Department: Public Safety Committee
Contact Info: Sandy Doran; (563) 326-7756
Wards: 7

Action / Date
4/5/2017

Subject:
Motion to award the sanitary sewer replacement project at Kimberly Rd. and Harrison St. to Needham Excavating, Inc. of Walcott, IA in the amount of \$231,899.60. CIP #30028 [Ward 7]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially responsible City government.

Background:
A Request for Bid was issued on February 15, 2017 and was sent to 272 contractors. On March 9, 2017 the Purchasing Division received and opened three responsive and responsive bids.

The project is for a replacement of an 8" sanitary sewer main at West Kimberly Road and Harrison Street in Davenport.

Funding for the project is from CIP #30028. The source of funding is from the sale of Bonds abated by the sewer fund.

ATTACHMENTS:

Type	Description
▣ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	3/30/2017 - 4:09 PM
Public Works Committee	Lechvar, Gina	Approved	3/30/2017 - 4:09 PM
City Clerk	Admin, Default	Approved	3/31/2017 - 11:42 AM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: SANITARY SEWER REPLACEMENT – W KIMBERLY RD &
HARRISON ST

BID NUMBER: 17-26

OPENING DATE: MARCH 9, 2017

RECOMMENDATION: AWARD THE CONTRACT TO NEEDHAM EXCAVATING INC
OF WALCOTT, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
NEEDHAM EXCAVATING INC	WALCOTT, IA	\$231,899.60
LANGMAN CONSTRUCTION, INC	ROCK ISLAND, IL	\$231,931.50
VALLEY CONSTRUCTION CO	ROCK ISLAND, IL	\$367,805.00

Prepared By Cindy Whitaker
Purchasing

Approved By Todd M. [Signature]
Department Director (Acting)

Approved By Brandi Coz
Budget/CIP

Approved By BW
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: All

Action / Date
4/5/2017

Subject:
Resolution fixing a meeting date for the hearing on the issuance of not-to-exceed \$25,320,000
General Obligation Corporate Bonds, Series 2018. [All Wards]

Recommendation:
Adopt the resolution and hold the public hearing on Wednesday, April 19, 2017 at 5:30 p.m.

Relationship to Goals:
Financially Responsible City Government

Background:
A public hearing on the issuance of bonds to finance the FY 2018 Capital Improvement Program (CIP) is required prior to the sale of bonds later this year. This will be the first of several legal proceedings required to issue the bonds. A resolution providing for the issuance of bonds and for the levy of property taxes in FY 2018 in order to make debt service payments on the provided bonds will be prepared for the April 19, 2017 Council cycle.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	RESOLUTION TO SET PH 2018 BONDS

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/30/2017 - 2:50 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/30/2017 - 2:50 PM
City Clerk	Admin, Default	Approved	3/31/2017 - 11:42 AM

RESOLUTION NO. _____

Resolution to fix meeting date for hearing on the issuance of not to exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018

WHEREAS, the City of Davenport, in Scott County, Iowa (the “City”), in the performance of its corporate functions as prescribed by the laws of the State of Iowa and the Charter of the City, and in accordance with Chapter 384 of the Code of Iowa, hereby proposes to issue not to exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018 (the “Bonds”), for the purpose of paying costs in connection with improvements to sanitary sewers, storm sewers, streets, streetscapes, bridges, airport, municipal housing projects, police department facilities, parks, riverfront, sidewalks, bike paths, recreation trails, Rivercenter and other municipal buildings and facilities; acquisition of equipment for parks, library, vehicle maintenance and information technology; rail improvements related to economic development and other economic development projects; and

WHEREAS, it is necessary to fix a date for a hearing on the issuance of the Bonds, and to give proper notice thereof;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Davenport, Iowa, as follows:

Section 1. The City Council shall meet as the Committee-of-the-Whole on April 19, 2017, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o’clock p.m., at which time and place any resident or property owner of the City may present oral or written comments with respect to the issuance of the Bonds, and all comments will be considered by the City Council at its regular meeting to be held at 5:30 o’clock p.m., on April 26, 2017, at the Council Chambers, City Hall, at which time the City Council will take additional action for the issuance of the Bonds.

Section 2. The Deputy Clerk is hereby directed to give notice of the proposed action for the issuance of the Bonds, setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 4 nor more than 20 days prior to the meeting, in the *Quad City Times*. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS FOR THE ISSUANCE OF NOT TO EXCEED \$25,320,000
GENERAL OBLIGATION CORPORATE BONDS, SERIES 2018

The City Council of the City of Davenport, Iowa, will meet as the Committee-of-the-Whole on April 19, 2017, at the Council Chambers, City Hall, Davenport, Iowa, at 5:30 o'clock p.m., for the purpose of instituting proceedings for the issuance of not to exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018, for the purpose of paying costs in connection with improvements to sanitary sewers, storm sewers, streets, streetscapes, bridges, airport, municipal housing projects, police department facilities, parks, riverfront, sidewalks, bike paths, recreation trails, Rivercenter and other municipal buildings and facilities; acquisition of equipment for parks, library, vehicle maintenance and information technology; rail improvements related to economic development and other economic development projects.

At that time and place, oral or written comments from any resident or property owner of the City may be presented, and all comments will be considered by the City Council at its regular meeting to be held at 5:30 o'clock p.m., on April 26, 2017, at the Council Chambers, City Hall, at which time the City Council will take additional action for the issuance of the Bonds.

The Bonds, when issued, will constitute general obligations of the City, payable from taxes levied upon all taxable property in the City.

By order of the City Council of Davenport, Iowa.

Jackie E. Holecek
Deputy Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 12, 2017.

Mayor

Attest:

Deputy Clerk

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Brandon Wright 326-7750
Wards: All

Action / Date
4/5/2017

Subject:
Resolution relating to financing of certain projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code. [All Wards]

Recommendation:
Adopt the resolution.

Relationship to Goals:
Financially Responsible City Government

Background:
The City's FY 2018 Capital Improvement Program becomes effective July 1, 2017. Projects will be underway before the sale of bonds, using available resources from the capital improvement fund. In order to comply with IRS regulations, the Council must indicate the City's desire to reimburse itself from future bond proceeds should this be the case. The Series 2018 bond sale will be used to fund a variety of capital projects in the FY 2018 CIP. A listing of projects to be financed is attached.

ATTACHMENTS:

Type	Description
▣ Resolution Letter	IRS RESOLUTION 2018 BONDS
▣ Backup Material	2018 LIST OF PROJECTS

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/30/2017 - 2:55 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/30/2017 - 2:55 PM
City Clerk	Admin, Default	Approved	3/31/2017 - 11:42 AM

RESOLUTION NO. _____

Resolution relating to financing of certain proposed projects to be undertaken by the City of Davenport, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Davenport, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Series 2018 Bonds”) and reasonably expects to issue the Series 2018 Bonds for such projects in the maximum principal amounts shown below:

<u>Projects</u>	<u>Maximum Amount of Bonds Expected to be Issued for Each Project</u>
-----------------	---

(ATTACH LIST OF PROJECTS AND AMOUNTS HERE)

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Series 2018 Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Series 2018 Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this resolution.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects, other than pursuant to the issuance of the Series 2018 Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's chief financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Series 2018 Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Series 2018 Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Series 2018 Bonds from any restriction under the bond resolution or other relevant legal documents for the Series 2018 Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Series 2018 Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved April 12, 2017.

Mayor

Attest:

Deputy Clerk

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council of the City relating to the fixing of a date for the hearing on the issuance of not to exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018.

WITNESS MY HAND this _____ day of _____, 2017.

Deputy Clerk

STATE OF IOWA
COUNTY OF SCOTT SS:
CITY OF DAVENPORT

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that pursuant to the resolution of its Council fixing a meeting date for the hearing on and taking of additional action for the issuance of not to exceed \$25,320,000 General Obligation Corporate Bonds, Series 2018, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published in the *Quad City Times* on the date specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this _____ day of _____, 2017.

Deputy Clerk

(Attach here publisher's original affidavit with a clipping of the notice as published.)

City of Davenport, Iowa
2018 Bond Issue
(\$ Thousands)
3/14/2017

Essential Corporate Purpose	Amount	
Acquisition of Streets Vehicles/Equipment	400	
Airport Improvements	59	
Bridge Improvements	440	
Municipal Housing Projects	750	
Parks Improvements	873	
Sewer Improvements	7,450	
Street Improvements	7,113	
Streetscape Improvements/Sidewalks	720	
Vehicle Maintenance Equipment	170	
		\$ 17,975
 General Corporate Purpose		
Acquisition of Real Property for Sewer Activities	35	
City Facility Improvements	3,420	
City Information Technology Network Improvements	50	
Library Equipment	510	
Parks Improvements	1,000	
Rail Improvements	1,800	
Recreational Trails	165	
		\$ 6,980
 Total Proposed 2018 Bond Issue - Projected		\$ 24,955
 Estimated Cost of Issuance and Underwriting Discount		\$ 363
 Total 2018 Bond Issue - Not-to-Exceed		\$ 25,318

City of Davenport, Iowa
2018 Bond Issue
(\$ Thousands)
3/14/2017

15-Year General Obligation Bonds	Amount	
Airport Improvements	59	
Bridge Improvements	440	
City Facility Improvements	3,420	
Municipal Housing Projects	750	
Parks Improvements	1,873	
Recreational Trails	165	
Sewer Improvements	490	
Street Improvements	6,062	
Streetscape Improvements/Sidewalks	720	
Subtotal 15-Year GO Bonds		\$ 13,979
5-Year Equipment Bonds (GO)		
Acquisition of Streets Vehicles/Equipment	400	
City Information Technology Network Improvements	50	
Library Equipment	510	
Vehicle Maintenance Equipment	170	
Subtotal 5-Year Equipment Bonds		\$ 1,130
15-Year Bonds Abated by Other Sources (GO)		
Sewer Improvements (Sewer Fund)	6,960	
Acquisition of Real Property for Sewer Activities (Sewer Fund)	35	
Rail Improvements (TIF Fund)	1,800	
Street Improvements (TIF Fund)	1,051	
Subtotal 15-Year Bonds Abated by Other Sources		\$ 9,846
Total Proposed 2018 Bond Issue - Projected		<u>\$ 24,955</u>
Estimated Cost of Issuance and Underwriting Discount		\$ 363
Total 2018 Bond Issue - Not-to-Exceed		<u><u>\$ 25,318</u></u>

2018 Bonding Detail

<u>Funding Source</u>	<u>Program</u>	<u>CIP#</u>	<u>Project</u>	<u>Amount</u>
GO BONDS	AIRPORT	20008	PAVEMENT MAINTENANCE PROGRAM	59,000
GO BONDS	BRIDGES	21004	BRIDGE MAINTENANCE PROGRAM	330,000
GO BONDS	BRIDGES	21005	DIVISON STREET BRIDGE AT DUCK CREEK REPAIR	110,000
GO BONDS	CPED	61006	DAVENPORT NOW	750,000
GO BONDS	FACILITIES MAINTENANCE	10481	CAPITAL IMPROVEMENTS AT MWP	375,000
GO BONDS	FACILITIES MAINTENANCE	23008	CITY HALL REPLACEMENT OF A/C	200,000
GO BONDS	FACILITIES MAINTENANCE	23010	CITY HALL ELEVATOR	355,000
GO BONDS	FACILITIES MAINTENANCE	23012	ANNIE WITTENMYER COMPLEX PROGRAM	150,000
GO BONDS	FACILITIES MAINTENANCE	23013	CITY HALL LIGHTING	65,000
GO BONDS	FACILITIES MAINTENANCE	23014	GTC BOILERS	130,000
GO BONDS	FACILITIES MAINTENANCE	23015	HERITAGE HIGHRISE PTAC REPLACEMENT	60,000
GO BONDS	FACILITIES MAINTENANCE	23016	HERITAGE HIGHRISE UPGRADES	225,000
GO BONDS	FACILITIES MAINTENANCE	23017	PUBLIC HOUSING WATER HEATERS	30,000
EQUIPMENT BONDS	FLEET	24009	UPDATE TRUCK WASH EQUIPMENT	170,000
EQUIPMENT BONDS	FLEET	24010	DUMP TRUCK PURCHASE PROGRAM	400,000
BONDS ABATED BY TIF	I & B DEVELOPMENT	60007	RAIL SERVICE TO THE STERILITE FACILITY	1,800,000
EQUIPMENT BONDS	INFORMATION TECHNOLOGY	67001	CITY FIBER NETWORK PROGRAM	50,000
EQUIPMENT BONDS	LIBRARY SERVICES	66006	LIBRARY ELECTRONIC REPLACEMENT PROGRAM	110,000
EQUIPMENT BONDS	LIBRARY SERVICES	66007	LIBRARY MATERIALS PROGRAM	400,000
GO BONDS	LIBRARY SERVICES	66008	MAIN LIBRARY FACILITY UPGRADES	575,000
GO BONDS	PARKS & RECREATION	64039	VANDER VEER CONSERVATORY REPAIR PROGRAM	25,000
GO BONDS	PARKS & RECREATION	64040	LINDSAY PARK PARKING LOT	45,000
GO BONDS	PARKS & RECREATION	64041	PARK DEVELOPMENT PROGRAM	250,000
GO BONDS	PARKS & RECREATION	64043	PARK AMENITY ADA ACCESS PROGRAM	110,000
GO BONDS	PARKS & RECREATION	64044	BIKE PATH RECONSTRUCTION PROGRAM	165,000
GO BONDS	PARKS & RECREATION	64045	RIVER'S EDGE BUILDING REPAIR PROGRAM	400,000
GO BONDS	PARKS & RECREATION	64046	NORTHWEST PARK IMPROVEMENTS	85,000
GO BONDS	PARKS & RECREATION	64048	FEJERVARY LEARNING CENTER UPGRADES	82,500
GO BONDS	PARKS & RECREATION	64049	K-SQUARE UPGRADES	275,000
GO BONDS	PEDESTRIAN TRANSPORTATION	28016	CIVIC ACCESS PROGRAM	250,000
GO BONDS	PEDESTRIAN TRANSPORTATION	28017	CREATING CONNECTIONS PROGRAM	470,000
GO BONDS	POLICE DEPARTMENT	62002	POLICE STATION: HVAC	50,000
GO BONDS	RIVERCENTER/ADLER	69013	RIVERCENTER EXPANSION/RENOVATION	750,000
GO BONDS	RIVERFRONT	68004	MAIN STREET LANDING IMPROVEMENTS	1,000,000
GO BONDS	RIVERFRONT	68006	FREIGHT HOUSE HVAC REPLACEMENT	30,000
GO BONDS	RIVERFRONT	68007	PACKAGE EXPRESS BUILDING UPGRADES	25,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30031	SEWER LATERAL REPAIR PROGRAM	1,000,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30032	LIFT STATION REHABILITATION (SANITARY)	45,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30033	CONTRACT SEWER REPAIR PROGRAM (SANITARY)	1,250,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30034	MANHOLE REHABILITATION PROGRAM	800,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30035	SANITARY SEWER INVESTIGATIVE METERING	65,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30036	SANITARY SEWER LINING PROGRAM	1,000,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30037	3RD & RIPLEY SANITARY SEWER IMPROVEMENTS	300,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30038	1930'S SANITARY SEWER RIVERFRONT INTERCEPTOR	500,000
BONDS ABATED BY SEWER FUND	SANITARY SEWERS	30039	SOUTH DUCK CREEK SANITARY SEWER REPAIR	2,000,000
GO BONDS	STORMWATER	33016	PS 106 DECOMMISSIONING AND CONSTRUCTION	75,000
BONDS ABATED BY SEWER FUND	STORMWATER	33017	GREEN BRIDGE CO. LAND ACQUISTION	35,000
GO BONDS	STORMWATER	33017	GREEN BRIDGE CO. LAND ACQUISTION	35,000
GO BONDS	STORMWATER	33019	CONTRACT SEWER REPAIR PROGRAM (STORM)	350,000
GO BONDS	STORMWATER	33025	LIFTSTATION REHABILITATION (STORM)	30,000
GO BONDS	STREETS	35018	ROCKINGHAM ROAD IMPROVEMENTS	3,257,000
GO BONDS	STREETS	35021	Y-48 RESURFACING	200,000
GO BONDS	STREETS	35023	ASHPALT MILLING PARTNERSHIP	250,000
GO BONDS	STREETS	35024	BRADY AND RIPLEY RAILROAD CROSSING REPAIR	35,000
GO BONDS	STREETS	35026	FIVE YEAR STREET PLAN	2,100,000
GO BONDS	STREETS	35027	BRICK STREET REPAIR PROGRAM	220,000
BONDS ABATED BY TIF	STREETS	35028	EASTERN IOWA INDUSTRIAL CENTER IMPROVEMENTS	1,051,294

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Nicole Gleason 327-5150
Wards: 7

Action / Date
4/5/2017

Subject:
Motion awarding a contract for the Fire Station #3 HVAC upgrade to Hornbuckle Heating And Air Conditioning, Inc. of Davenport in the amount of \$116,804. CIP #63002 [Ward 7]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
On February 8, 2017, the Purchasing Division issued an Invitation to Bid to 325 vendors. On March 7, 2017, the Purchasing Division opened and read two bids. Hornbuckle Heating and Air Conditioning was the lowest responsive and responsible bidder. A bid tab is attached.

The existing heating system at Fire Station #3 is a boiler system that is old and very inefficient. Currently there are several window air conditioning units throughout the building used for cooling. This contract will remove the old boiler, run ductwork throughout the building (since no ductwork was available or necessary in the past), and install the new HVAC system.

Funding for this project is from the FY17 CIP budget, account #78704696 530350 63002. These funds are from the sale of General Obligation bonds.

ATTACHMENTS:

Type	Description
 Cover Memo	Bid Tab - Station #3 HVAC Upgrade

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/29/2017 - 3:56 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/29/2017 - 3:56 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:32 AM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: FIRE STATION #3 HVAC REPLACEMENT

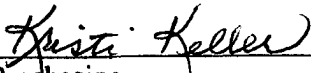
BID NUMBER: 17-79

OPENING DATE: MARCH 7, 2017

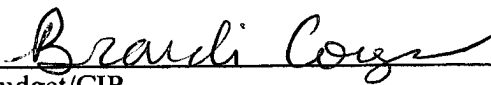
GL ACCOUNT NUMBER: 78704696 530350 63002

RECOMMENDATION: AWARD THE BID TO HORNBUCKLE HEATING
AND AIR CONDITIONING OF DAVENPORT

<u>VENDOR NAME</u>	<u>BID AMOUNT</u>
Hornbuckle Heating and Air Conditioning of Davenport	\$116,804
Baker Group of Davenport	\$128,900

Approved By 
Purchasing

Approved By 
Department Director (*Christy*)

Approved By 
Budget/CIP

Approved By 
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Jon Meeks 326-7922
Wards: All

Action / Date
4/5/2017

Subject:
Motion approving the purchase of two 1/2 ton pickup trucks from Brown's West Branch of West Branch, IA in the amount of \$47,818. [All Wards]

Recommendation:
Approve the Motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Quote was issued on January 27, 2017 and was sent to 85 vendors. On February 8, 2017 the Purchasing Division received and opened four quotes.

Brown's West Branch was awarded the purchase of one truck in the amount of \$23,909. The first truck was purchased for the Solid Waste Division. Fleet found the truck to be a good value and would like to purchase two more identical trucks for the Engineering Division.

Funding for the purchase is from account 54702132-530302 with an available amount of \$57,000. The source of funding is from Road Use Tax.

ATTACHMENTS:

Type	Description
□ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/30/2017 - 10:33 AM
Finance Committee	Watson-Arnould, Kathe	Approved	3/30/2017 - 10:34 AM
City Clerk	Admin, Default	Approved	3/30/2017 - 10:56 AM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: TWO ½ TON PICK-UP TRUCKS

BID NUMBER: 17028

OPENING DATE: FEBRUARY 8, 2017

RECOMMENDATION: AWARD THE PURCHASE TO BROWN'S WEST BRANCH OF
WEST BRANCH, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
BROWN'S WEST BRANCH	WEST BRANCH, IA	\$23,909
COURTESY FORD	DAVENPORT, IA	\$28,215
REYNOLDS MOTOR COMPANY	EAST MOLINE, IL	\$26,461
GREEN BUICK GMC, INC	DAVENPORT, IA	\$30,093

Prepared By Cindy Wieda
Purchasing

Approved By [Signature]
Department Director (Acting)

Approved By [Signature]
Budget/CIP

Approved By [Signature]
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Eric Longlett 326-5153
Wards: All

Action / Date
4/5/2017

Subject:
Motion awarding the lowest responsive and responsible vendors for the provision of street materials for the 2017 construction season. [All Wards]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
An Invitation to Bid was issued to street materials suppliers on February 27, 2017. This is for the purchase of materials for various public improvement projects. On March 21, 2017, the Purchasing Division opened eight bids that responded to the invitation.

The concrete blanket agreements have potential to exceed \$50,000. Currently the new pricing has begun for this season. Please see attached for the bid tabulation. The lowest priced vendor is always used first, unless they are unable to fill the order at the time it is placed; then the second lowest vendor is used. This has been utilized in the past to ensure materials are accessible to keep crews working on improving streets and other public works projects.

Funding for these purchases come from various department accounts. The funding source is from either Local Sales Tax or Road Use Tax.

ATTACHMENTS:

Type	Description
▣ Cover Memo	Bid Tab - Street Materials 2017

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/29/2017 - 4:00 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/29/2017 - 4:01 PM
City Clerk	Admin, Default	Approved	3/30/2017 - 9:32 AM

CITY OF DAVENPORT, IOWA
TABULATION OF BIDS

DESCRIPTION: STREET MATERIALS – 2017

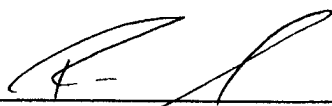
BID NUMBER: 17-84

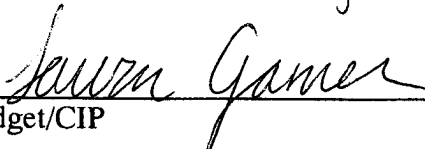
OPENING DATE: MARCH 21, 2017

RECOMMENDATION: AWARD THE CONTRACT TO ALL RESPONSIVE
AND RESPONSIBLE BIDDERS; STARTING WITH LOW
BIDDER, THEN SECOND LOW BIDDER.

<u>VENDOR NAME</u>	<u>LOCATION</u>
Gierke Robinson Company Inc.	Davenport, IA
Hahn Ready Mix Company	Davenport, IA
Linwood Mining & Mineral	Davenport, IA
Logan Contractors Supply	Bettendorf, IA
Manatt's Inc.	Davenport, IA
RiverStone Group Inc.	Moline, IL
Seiffert Lumber Co.	Davenport, IA
Valley Construction Company	Rock Island, IL

Approved By 
Purchasing

Approved By 
Department Director (Acting)

Approved By 
Budget/CIP

Approved By 
Finance Director

1	72 Hour Mix - Delivered		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$105.00
	Hahn Ready Mix Company	CY	\$109.75

2	72 Hour Mix - City Truck		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$87.00
	Hahn Ready Mix Company	CY	\$93.75

3	24 Hour Mix - Delivered		
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	CY	\$123.75
	Manatt's, Inc.	CY	\$128.00

4	24 Hour Mix - City Truck		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$98.00
	Hahn Ready Mix Company	CY	\$102.25

5	Bulk Portland - by City Truck		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	TONS	\$160.00

6	Flowable "B" - Delivered		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$76.00
	Hahn Ready Mix Company	CY	\$81.75

7	Flowable "B" - City Truck		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$59.00
	Hahn Ready Mix Company	CY	\$68.75

8	Flowable "D" - Delivered		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$81.00
	Hahn Ready Mix Company	CY	\$87.75

9	Flowable "D" - City Truck		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$65.00
	Hahn Ready Mix Company	CY	\$74.75

10	Winter Service		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$6.00
	Hahn Ready Mix Company	CY	\$6.00

11	Winter Additive - 1/2%		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$2.50
	Hahn Ready Mix Company	CY	\$2.50

12	Winter Additive - 1%		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$5.00
	Hahn Ready Mix Company	CY	\$5.00

13	Winter Additive - 2%		
	Supplier	UOM	Unit Price
	Manatt's, Inc.	CY	\$10.00
	Hahn Ready Mix Company	CY	\$10.00

14	Iowa gradation 1 or Illinois FM1a Sand			
	Supplier	UOM	Unit Price	
	RiverStone Group, Inc.	TON	\$11.25	

15	Fill sand for filling sandbags, comparable to Iowa DOT		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$9.30

16	½" chips - Class 3 or 3i Durability - Illinois DOT Gradation		
	Supplier	UOM	Unit Price
	Linwood Mining & Minerals	TON	\$12.75
	RiverStone Group, Inc.	TON	\$13.50

17	Class 3 or 3i Durability rating and shall conform to Iowa		
	Supplier	UOM	Unit Price
	Linwood Mining & Minerals	TON	\$12.75
	RiverStone Group, Inc.	TON	\$13.50

18	3/4" Down - stone shall conform to Iowa DOT		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$9.25
	Linwood Mining & Minerals	TON	\$9.75

19	Special Backfill - 1" concrete aggregate, washed,		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$12.25
	Linwood Mining & Minerals	TON	\$12.75

20	Special Backfill - 1-1/2" down, Gradation 30		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$9.00
	Linwood Mining & Minerals	TON	\$10.45

21	Special Backfill - 2" down		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$9.00
	Linwood Mining & Minerals	TON	\$9.75

22	Special Backfill - 2" Macadam		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$12.00
	Linwood Mining & Minerals	TON	\$12.75

23	Special Backfill - 3" down		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$9.00
	Linwood Mining & Minerals	TON	\$10.45

24	Special Backfill - 6" down		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$10.00

25	Lime Screenings		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	Tons	\$2.25
	Linwood Mining & Minerals	Tons	\$9.25

26	Class A Rip Rap - RR4-150 lbs - 6" to 10" variety		
	Supplier	UOM	Unit Price
	Linwood Mining & Minerals	TON	\$14.00
	RiverStone Group, Inc.	TON	\$20.00

27	Class A Rip Rap - RR5-400 lbs - 6" to 10" variety		
	Supplier	UOM	Unit Price
	RiverStone Group, Inc.	TON	\$20.00

28	4" asphalt impregnated fiber		
	Supplier	UOM	Unit Price
	Gierke Robinson Company, inc.	LF	\$0.18
	Logan Contractors Supply	LF	\$0.19

29	6"x1/2" asphalt impregnated fiber		
	Supplier	UOM	Unit Price
	Gierke Robinson Company, inc.	LF	\$0.26
	Logan Contractors Supply	LF	\$0.29

30	Concrete Block - Full Size LEGO blocks		
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	EA	\$90.00
	Manatt's, Inc.	EA	\$100.00

31	Concrete Block - 1/2 size LEGO blocks		
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	EA	\$65.00
	Manatt's, Inc.	EA	\$75.00

32	Concrete Sealer - 55 Gallon Drums		
	Supplier	UOM	Unit Price
	Logan Contractors Supply	GAL	\$3.04

33	Narrow Keyway without legs (7" thick paving) is 1000 LF (approximately 10' sections) They shall be sized to
-----------	--

Supplier	UOM	Unit Price
Logan Contractors Supply	LF	\$0.34

34	4x30 Double Bend Epoxy Coated "L" Bars
-----------	---

Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$1.15

35	6 x 24" Epoxy Coated Deformed Rebar
-----------	--

Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$1.71
Gierke Robinson Company, inc.	EA	\$2.10

36	6 x 18" Epoxy Coated Smooth Dowel Pins
-----------	---

Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$1.28
Gierke Robinson Company, inc.	EA	\$1.70

37	10 x 18" Epoxy Coated Smooth Dowel Pins
-----------	--

Supplier	UOM	Unit Price
Gierke Robinson Company, inc.	EA	\$2.85
Logan Contractors Supply	EA	\$2.89

38	#4 Rebar not to exceed 10' in length, epoxy coated
-----------	---

Supplier	UOM	Unit Price
Logan Contractors Supply	lb	\$0.55
Gierke Robinson Company, inc.	lb	\$304.26

39	Handicap Ramp Panels
-----------	-----------------------------

Supplier	UOM	Unit Price
Gierke Robinson Company, inc.	EA	\$105.00
Logan Contractors Supply	EA	\$108.00

40	Wood Stakes - 2'x2'x24" Pine Stakes
-----------	--

Supplier	UOM	Unit Price
Logan Contractors Supply	EA	\$0.42

Gierke Robinson Company, inc.	EA	\$0.55
-------------------------------	----	--------

41	Wood Stakes - 2'x2'x36" Pine Stakes		
	Supplier	UOM	Unit Price
	Seiffert Lumber Co. (H.O. Seiffer	EA	\$0.80
	Logan Contractors Supply	EA	\$0.82
	Gierke Robinson Company, inc.	EA	\$0.85

42	Crafco Crack Sealant - no alternates		
	Supplier	UOM	Unit Price
	Gierke Robinson Company, inc.	LB	\$0.51
	Logan Contractors Supply	LB	\$0.52

Did not meet specifications

43	Cold Mix Asphalt (for winter use) must be UPM mix or		
	Supplier	UOM	Unit Price
	Valley Construction Company	ton	\$99.00
	Brandt Construction Co	ton	\$100.00

44	Portland Cement Type 1 - 92 to 94 lb. bags, and to meet		
	Supplier	UOM	Unit Price
	Hahn Ready Mix Company	bags	\$14.09
	Seiffert Lumber Co. (H.O. Seiffer	bags	\$14.98

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Tom Vesalga 326-7783
Wards: 8

Action / Date
4/5/2017

Subject:
Motion awarding a contract for architectural and engineering services for the Davenport Municipal Airport to McClure Engineering Co., of Clive, IA. [Ward 8]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Proposals was issued on January 6, 2017 and was sent to 107 consultants. On February 15, 2017 the Purchasing Division received and opened four proposals.

Proposals were evaluated on the following criteria: (1) Recent experience in similar airport projects - 25%; (2) Professional qualifications of key personnel - 20%; (3) Ability to meet schedules within budget - 20%; (4) Knowledge of FAA Standards & Policies - 15%; (5) Interest shown and conveyed in statement - 10%; and (6) Demonstration of understanding of the projects - 10%.

The required services include, but are not limited to engineering services for preliminary design, bidding, and construction phases to include incidental/special services such as topographic surveys, geotechnical investigations, and pavement analysis.

Projects are anticipated to be funded under the FAA Airport Improvement Program.

ATTACHMENTS:

Type	Description
□ Backup Material	RFP Respondents

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/30/2017 - 10:37 AM
Finance Committee	Watson-Arnould, Kathe	Approved	3/30/2017 - 10:37 AM
City Clerk	Admin, Default	Approved	3/30/2017 - 10:56 AM

CITY OF DAVENPORT, IOWA
PROPOSAL TABULATION

DESCRIPTION: AE CONSULTANT FOR DAV MUNICIPAL AIRPORT
RFP NUMBER: 17-68
OPENING DATE: FEBRUARY 15, 2017
RECOMMENDATION: AWARD THE CONTRACT TO MCCLURE ENGINEERING CO
OF CLIVE, IA

<u>VENDOR NAME</u>	<u>LOCATION</u>
MCCLURE ENGINEERING CO	CLIVE, IA
CRAWFORD, MURPHY, & TILLY, INC MCCLURE ENGINEERING ASSOC, INC MISSMAN, INC	SPRINGFIELD, IL EAST MOLINE, IL BETTENDORF, IA

Prepared By Cindy Wisker
Purchasing

Approved By Tom M. [Signature]
Department Director (Acting)

Approved By Lauren Garner
Budget/CIP

Approved By BW
Finance Director

City of Davenport

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

Action / Date
4/5/2017

Subject:
Motion awarding the purchase and installation of a chiller at the Ground Transportation Center to Waldinger Corp. of Buffalo, IA in the amount of \$89,900. [Ward 3]

Recommendation:
Approve the motion.

Relationship to Goals:
Financially Responsible City Government.

Background:
A Request for Bids was issued on February 23, 2017 and was sent to 186 contractors. On March 28, 2017 the Purchasing Division received and opened two bids.

The chiller will replace a failed unit at the Ground Transportation Center located at 300 West River Drive. The new chiller will work with current Trane controls and will be more energy efficient which in turn will save money on energy bills.

Funding for this project is from account 51352122-520225.

ATTACHMENTS:

Type	Description
▣ Backup Material	Bid Tabulation

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Watson-Arnould, Kathe	Approved	3/30/2017 - 3:24 PM
Finance Committee	Watson-Arnould, Kathe	Approved	3/30/2017 - 3:24 PM
City Clerk	Admin, Default	Approved	3/31/2017 - 11:41 AM

CITY OF DAVENPORT, IOWA
REQUEST FOR BIDS RESPONDENTS

DESCRIPTION: CHILLER REPLACEMENT AT GTC
BID NUMBER: 17-76
OPENING DATE: MARCH 28, 2017
RECOMMENDATION: AWARD THE CONTRACT TO WALDINGER CORP. OF
BUFFALO, IA

<u>CONTRACTOR NAME</u>	<u>LOCATION</u>	<u>AMOUNT</u>
WALDINGER CORP	BUFFALO, IA	\$89,900
NORTHWEST MECHANICAL, INC	DAVENPORT, IA	\$93,200

Prepared By Cindy Whitaker
Purchasing

Approved By [Signature]
Department Director (Agri ng)

Approved By [Signature]
Budget/CIP

Approved By [Signature]
Finance Director

City of Davenport

Agenda Group:
Department: Finance
Contact Info: Tom Warner x7735
Wards: All

Action / Date
4/5/2017

Subject:
Motion directing the Mayor to sign the Memorandum of Understanding between City of Davenport and Genesis Health Group. [All Wards]

Relationship to Goals:
Enhance Quality of Life

Background:
Section 304B of the Public Health Services Act creates a drug discount program that allows drugs to be procured at a lower cost for financially challenged populations that do not otherwise qualify for financial assistance from the government. In order to participate in the 304B Program, Genesis Health System must show where it has committed to serve low-income individuals through a memorandum of understanding with local government.

ATTACHMENTS:

Type	Description
▢ Cover Memo	Memorandum of Understanding - Genesis Health Care

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Thorndike, Tiffany	Approved	3/31/2017 - 11:33 AM

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF DAVENPORT

AND

GENESIS MEDICAL CENTER, DAVENPORT

THIS AGREEMENT is made this ____ day of March, 2017 by and between City of Davenport, and Genesis Health System d/b/a. Genesis Medical Center, Davenport ("Hospital"), a non-profit corporation organized and existing under the laws of the State of Iowa, located at Davenport, Iowa.

RECITALS

WHEREAS, Hospital is an Iowa not-for-profit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting programs that benefit the indigent, uninsured or underinsured population in the State of Iowa;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program");

WHEREAS, in order to participate in the 340B Program Hospital must enter into an agreement with a unit of the local government pursuant to which Hospital commits to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act;

WHEREAS, Hospital desires to make such a formal commitment to City; and

WHEREAS, City agrees to accept such commitment of behalf of the citizens of the City of Davenport and surrounding communities.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed and covenanted, under seal, by and between the parties to this Agreement, as follows:

1. **Commitment of Hospital to Provide Indigent Care.**

During the term of this Agreement, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and

underinsured residents of Davenport and surrounding communities. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. **Acceptance and Acknowledgements of City**

- (a) City accepts the commitment of Hospital set forth above;
- (b) City has executed a certification form, attached hereto, which acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act; and
- (c) City authorizes Hospital to submit the attached certification in support of Hospital's application to enroll in the 340B program.

3. **Representations of Hospital.**

Hospital represents that as of the date hereof:

- (a) Hospital constitutes a corporation duly organized and validly existing in good standing under the laws of the State of Iowa with the corporate power and authority to enter into and perform its obligations under this Agreement; and
- (b) Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of Iowa.

4. **Term and Termination.** The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other party.

5. **Notice.** All notices required or permitted to be given under this Agreement shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of Davenport
Attention: City Board Chair

Sent to: Genesis Medical Center, Davenport
Attention: President
1227 E. Rusholme
Davenport, IA
(563) 421-2792

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excepting any conflict of laws provisions which would serve to defeat application of Iowa substantive law).

IN WITNESS WHEREOF, Hospital and City have executed this Agreement as of the day and year first written above by their duly authorized representatives.

WITNESS:

Name: _____
Title: _____

CITY OF DAVENPORT

Name: _____
Title: City Board Chair, or designee

City of Davenport

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

Action / Date
4/12/2017

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

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Admin, Default	Approved	4/10/2017 - 5:22 PM

City of Davenport

Agenda Group: Public Works
Department: Public Works - Admin
Contact Info: Jon Meeks; (563) 326-7922
Wards: All

Action / Date
PW4/12/2017

Subject:

Motion approving the purchase of a LeeBoy pothole patch machine from the NJPA contract in the amount of \$224,295 budgeted in Street Equipment Operating Fund, account #54702031-530303. [All Wards]

Recommendation:

Approve the motion.

Relationship to Goals:

Support Talent

Background:

The streets division is currently using the LeeBoy RA400 pothole patch machine. The "Patch On The Go" system is operated by one person from inside of the cab improving safety and efficiency. It was determined that this is the most effective use the remaining Streets Equipment Operating Funds.

The vendor has one chassis in inventory, in order to meet a June 30 delivery, the machine needs to be ordered by April 14, 2017.

ATTACHMENTS:

Type	Description
▢ Backup Material	Pg 2

REVIEWERS:

Department	Reviewer	Action	Date
Public Works - Admin	Lechvar, Gina	Approved	4/10/2017 - 5:17 PM
Public Works Committee	Lechvar, Gina	Approved	4/10/2017 - 5:17 PM
City Clerk	Admin, Default	Approved	4/10/2017 - 5:19 PM



Quoted For: City of Davenport, IA

Dealer: Road Machinery & Supplies

Date: 4 April 2017

NJPA Contract #: **113012-VTL**

RA400 Patcher

All RA-400 Spray Patchers are designed for one-man control from the cab of the truck. Units are equipped with: 300-gallon heated emulsion tank, overnight heating with two electric heat elements located in the water heat exchanger tube, hydraulically-driven, low pressure positive displacement blower and the exclusive "Patch On The Go" system, welded rectangular aggregate hopper w/aggregate hopper heat included, vibration system, adjustable feed control slide gate, in-cab & driver's side emulsion level indicator, tank-mounted 5" dial thermometer, one-piece double-acting boom, 3-stage telescoping aggregate delivery tube, emulsion hose E-Chain hose protection, 30" x 60" 13-bulb multi-function arrow board with separate arrow board control panel, control panel with fuses, Plus 1 system controlled with Graphic Display output for system monitoring and settings adjustment, switches for blower, variable displacement hydrostatic pump driven by Auxiliary engine, rock on/off, and boom raise/lower, joystick control for extending/retracting and swing of boom, hour-meter, and beacon light switch.

TOTAL LIST PRICE BASE UNIT:	\$	129,500.00
Back-up / Reverse camera w/in cab color display	\$	3,375.00
LED Lights in the 30" x 60" Arrow Board (13 light)	\$	2,200.00
LED Lights; stop, turn signals and tail lights	\$	1,975.00
Jet Flush System	\$	2,050.00
TOTAL:	\$	139,100.00
NJPA DISCOUNT (5%)	- \$	6,955.00
TOTAL NJPA LIST PRICE:	\$	132,145.00
CHASSIS	\$	84,500.00
FREIGHT SPECIAL ONE TIME PRICING (good for 10 days from the date quoted):	\$	3,500.00
TOTAL PRICING DELIVERED TO AGENCY:	\$	220,145.00

POSSIBLE OPTIONS, MANUFACTURE LIST PRICE:

(Options do qualify for the NJPA Discount with machine order)

Larger Arrow Board, 48" to 96"	\$	2,050.00
LED Night Work Light Package (2 front, 1 rear work lights)	\$	1,125.00
240 V Heater Conversion in lieu of 120V	\$	975.00
Emergency Triangle Kit, Flare Kit, Fire Extinguisher	\$	1,750.00

City of Davenport

Agenda Group: Council
Department: Human Resources
Contact Info: Dawn Sherman
Wards: All

Action / Date
4/12/2017

Subject:
Civil Service Certification Lists

ATTACHMENTS:

Type	Description
▣ Cover Memo	Civil Service Lists

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Admin, Default	Approved	4/3/2017 - 12:44 PM

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Clean Water Manager

TYPE OF LIST: Entry

CERTIFICATION DATE: August 10, 2016

EXPIRATION DATE: August 9, 2017

JOB CODE: 00878 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

ELIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Amy Kay			
Tera Prucha			
Billy Fisher			

Chair *Deann J. Berry* Date 8/10/16Commissioner *Joe T. Berry*Commissioner *Ralph Kelly*

Commissioner _____

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION: Code Enforcement Officer I

TYPE OF LIST: Entry

CERTIFICATION DATE: September 14, 2016

EXPIRATION DATE: September 13, 2017

JOB CODE: 888

EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Samantha Ahlers			
Jeff Banks			
Emma Beadel			
Tamera Beamer			
Angela Brown			
Rick Buckles			
Danny Burroughs			
Terry Fitzgerald			
Matthew Frederick			
Ivory Hanson			
Lisa Heber			
Tim Kiss			
Megan Kline			
Dawn Maynard			
Joseph Mitchell			

Chair John T. Blevins Date Sept 14, 2016Commissioner John T. BlevinsCommissioner Ralph Kelly

Commissioner _____

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

INITIAL OF
APPOINTING
AUTHORITY

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

City of Davenport
CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER
CONTINUED

Position: Code Enforcement Officer II

ELIGIBLE CANDIDATES	PREFERENCE CODE	RESULT CODE	DATE OF APPOINTMENT
Lauren Mittman			
Jennifer Rains			
Charles Rancier			
Andrew Siitari			
India Smith			
Derek Snider			
Pamels Stowe			
Thorian Twyner			
Katy Sundberg			
Patricia Valerius			
Adrienne Warren			

INITIAL OF
APPOINTING
AUTHORITY

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:
P—Eligible for preference
See Iowa Code 400.28

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Code Enforcement Officer II

TYPE OF LIST: Entry

CERTIFICATION DATE: December 14, 2016

EXPIRATION DATE: December 13, 2017

JOB CODE: 5413 EXAM

To be completed by Hiring Department.
Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Linda Rivers			
Michelle Westerfield			
William Mosher (Blake)			
Beth Bringhoff			
Thomas VanDeWiele			
Nathan Fitzgibbon			
Thomas Fritz			
Marshall Hinds			
Brian Northrup			
Jeff Garnica			
John Crump			

Chair *Quinn J. Burt* Date 12/14/16Commissioner *John P. Burt*Commissioner *Ralph Kelly*Commissioner *Ralph Kelly*

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Design & Construction Coord.

TYPE OF LIST: Entry

CERTIFICATION DATE: April 13, 2016

EXPIRATION DATE: April 12, 2017

JOB CODE: 6207 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Brad Guy			
Shandy Partee			
Wayne Kubica			

Chair Deann Brit Date 4/13/16Commissioner Joe T. B...Commissioner Joe T. B...Commissioner Ralph Kelly

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:
P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION: Firefighter

TYPE OF LIST: Entry

CERTIFICATION DATE: March 13, 2017

EXPIRATION DATE: March 12, 2019

JOB CODE: 3211 EXAM PLAN: 00899

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

ELIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Korrine Isreal			
Zachary Micklewright			
Michael Becker			
William Schorg			
James Swanson			
Jason Smithers			
Collin Boldt			
Michael Lintz			
Clayton Miller			
Bryce Flaherty			
Scott Meyer			
David Manternach			
Alex Place			
Michael Cress			
Matthew Kindelsperger			

Chair

Commissioner

Commissioner

Commissioner

Commissioner

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

City of Davenport
CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER
CONTINUED

Position: Firefighter

ELIGIBLE CANDIDATES	PREFERENCE CODE	RESULT CODE	DATE OF APPOINTMENT
Logan Corrigan			
Benjamin Nagle			
Andrew De Vita			
Margaret Crain			
Nicholas Rasso			
Brian Doxstader			
Cameron Brose			
James Rodgers			
Nickolas Ulloa			
Thomas Dorton			
Wesley Doering			
Adam Willoby			
Cory Schaeckenbach			

INITIAL OF
APPOINTING
AUTHORITY

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:
P—Eligible for preference
See Iowa Code 400.28

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION: Forestry Technician

TYPE OF LIST: Entry

CERTIFICATION DATE: March 9, 2016

EXPIRATION DATE: March 8, 2017

JOB CODE: EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Popiel Battin			
Wayne Johnson III			
Eric Lissy			
Caleb Trier			
Ben Edge			

Chair

Date 3/9/16

INITIAL OF
APPOINTING
AUTHORITY

Commissioner

Commissioner

Commissioner

Commissioner

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Laborer

TYPE OF LIST: Entry

CERTIFICATION DATE: January 11, 2017

EXPIRATION DATE: January 10, 2018

JOB CODE: 5131 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Jacob Miles			
Dathan Speer			
Andrew Mahlstedt			
Jake Turner			
Llana Poulin			
Cody Mathis			
Luke Krantz			
Mike Sabel			
Kevin Fuqua			
Mike Roggenbuck			
Mark Strawhacker			
Justin Bein			
Joseph Bartleson			
James Cartwright			
Chris Summers			
Chair <u>[Signature]</u> Date <u>11 Jan 2017</u>			INITIAL OF APPOINTING AUTHORITY

Commissioner [Signature]Commissioner [Signature]

Commissioner _____

Commissioner _____

RESULT CODES

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

JOB CODE: 3131	EXAM PLAN: 874
To be completed by Hiring Department. Please enter the appropriate code from the list below for each candidate on each job opening. Please return this form to the Human Resources Department. Thank you.	

[illegible]

INITIAL OF
APPOINTING
AUTHORITY

PREFERENCE CODE:
P—Eligible for preference
See Iowa Code 400.28

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

JOB CODE: 921 EXAM
To be completed by Hiring Department. Please enter the appropriate code from the list below for each candidate on each job opening. Please return this form to the Human Resources Department. Thank you.

Chair  Date March 13, 2017

Commissioner [Signature]
Commissioner John T. Babin
Commissioner Ralph Kelly
Commissioner _____

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PAGE 1 OF 1

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Sr. Signal Technician

TYPE OF LIST: Promotional

CERTIFICATION DATE: April 13, 2016

EXPIRATION DATE: April 11, 2018

JOB CODE: 5124 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Steve Schneider			
Josh McAninch			
Eric Eisenbacher			

Chair *Dennis J. Burt* Date 4/13/16Commissioner *John T. Burt*Commissioner *John T. Burt*Commissioner *John T. Burt*Commissioner *John T. Burt*

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Sewer Equipment Operator

TYPE OF LIST: Promotional

CERTIFICATION DATE: September 14, 2016

EXPIRATION DATE: September 12, 2018

JOB CODE: 891 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Brandon Jones			
Kevin Kowalik			
James Houk			
John Kiss			

Chair David's Lake Date Sept 14 2016Commissioner John T. B. B.Commissioner Robert Kelly

Commissioner _____

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Sewer Maintenance Supervisor

TYPE OF LIST: Promotional

CERTIFICATION DATE: July 13, 2016

EXPIRATION DATE: July 11, 2018

JOB CODE: 00872 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Don Collins			
Delman Weber			
Elmer Shannon			
Matt Stebens			
Joe Akers			
Bill Stebens			
Joe Bitterman			
Brian Burkholder			

Chairman Devin J. Burt Date 7/13/16Commissioner R. KellyCommissioner Stacy Davis-LockeCommissioner Joe T. B. B.

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Street Heavy Equipment Operator

TYPE OF LIST: Promotional

CERTIFICATION DATE: February 10, 2016

EXPIRATION DATE: February 8, 2018

JOB CODE: 00846 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Garrett Alley			
Kane Anderson			
Patti Lane			
Eldred Nunn			

Chair Quinn J. Burt Date 2/10/16Commissioner John T. BurtCommissioner John T. BurtCommissioner Ralph Kelly

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Street Maintenance Worker

TYPE OF LIST: Promotional

CERTIFICATION DATE: February 10, 2016

EXPIRATION DATE: February 8, 2018

JOB CODE: 00854 EXAM

To be completed by Hiring Department.
Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Garrett Alley			
Kane Anderson			
Ben Johnson			
Thomas Kneipp			
James Schumate			

Chair *Dennis Burt* Date 2/10/16Commissioner *Joe J. B...*Commissioner *Raymond J. Davis-Locke*Commissioner *Ralph Kelly*

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28

INITIAL OF
APPOINTING
AUTHORITY

CIVIL SERVICE COMMISSION—CERTIFICATION ROSTER

POSITION Stock Clerk

TYPE OF LIST: Entry

CERTIFICATION DATE: April 13, 2016

EXPIRATION DATE: April 12, 2017

JOB CODE 1411 EXAM

To be completed by Hiring Department.

Please enter the appropriate code from the list below for each candidate on each job opening.

Please return this form to the Human Resources Department. Thank you.

LIGIBLE CANDIDATES		RESULT CODE	DATE OF APPOINTMENT
Tammy Ammeter			
David Fisher			
Tony Franklin			
Andrew Gosse			
Greg Kirschbaum			
William McClellan			
Jessica Rhoads			
Michael Schiffke			

Chair Deann J. Burt Date 4/13/16Commissioner Jan D. BurtCommissioner David LockeCommissioner Ralph Kelly

Commissioner _____

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:

P—Eligible for preference
See Iowa Code 400.28INITIAL OF
APPOINTING
AUTHORITY

JOB CODE: 5115 EXAM
To be completed by Hiring Department. Please enter the appropriate code from the list below for each candidate on each job opening. Please return this form to the Human Resources Department. Thank you.

[illegible]

INITIAL OF
APPOINTING
AUTHORITY

RESULT CODES:

1. Appointed
2. Hired other candidate
3. Disqualified (Attach Documentation)
4. Not interested in this position, retain on list
5. No longer interested, remove from list
6. Not contacted
7. Unable to contact at given location
8. Failed to report for interview

PREFERENCE CODE:
P—Eligible for preference
See Iowa Code 400.28