

# CITY COUNCIL MEETING

City of Davenport, Iowa

Wednesday, March 23, 2016; 5:30 PM

226 West Fourth Street

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 9, 2016

VI. City Administrator Update

VII. Report on Committee of the Whole

Approval of the Report of the Committee of the Whole for March 16 2016

VIII. Appointments, Proclamations, Etc.

A. Appointments

1. Building Code Board of Appeals and Review

Dean Taylor (reappointment)

2. Citizen Advisory Committee

Fred Classon (reappointment)

Joe Heinrich (reappointment)

Jim Hoepner (reappointment)

Daniel Joiner (reappointment)

Chad Keifer (reappointment)

Salvador Lopez (reappointment)

Tami Lord (reappointment)

Patrick Miner (reappointment)

Joseph Obleton (reappointment)

Elizabeth Hodges (reappointment)

Christine Kelly (new appointment)

Jay Williams (new appointment)

Joseph Huss (new appointment)

3. Electrical Code Board of Appeals and Review

Carlton Wills (reappointment)

4. Levee Improvement Commission  
  
Patrick Walton (reappointment)  
Frank Clark (new appointment)
5. Mechanical Code Board of Appeals and Review  
  
Tom Gabrilson (reappointment)
6. Plan and Zone Commission  
  
Paul Reinartz (new appointment)  
Gary Medd (new appointment)
7. Sister Cities Board  
  
Lien Truong (reappointment)

B. Proclamations

1. Junior Achievement Day, April 7, 2016

IX. Presentations

X. Petitions and Communications from Council Members and the Mayor

- A. Community Engagement Update  
Rita Rawson, Chairman

XI. Individual Approval of Items on the Discussion Agenda

1. Resolution approving an economic development agreement with Kraft Heinz Foods Company. [Ward 8]

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. Third Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 to the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa. [Ward 8]
2. Resolution approving Case No. FDP16-02 being the petition of Mike Richmond with Townsend Engineering for a PDD final development plan on 1.32 acres, more or less, located at 3918 and 3906 Marquette Street to facilitate commercial development. [Ward 7]
3. Resolution accepting the Iowa Department of Transportation's RISE award for assistance to the Kraft Heinz Company's business retention project. [Ward 8]
4. Motion approving the allocations for Year 42 (July 1, 2016 – June 30, 2017)

Community Development Block Grant funds and HOME Investment Partnership (HOME) funds. [All Wards]

Public Safety

1. Third Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street. [Ward 5]
2. Third Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by deleting various resident parking only zones. [Wards 4 & 5]
3. First Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Eastern Avenue west 920 feet as a 25 mph street. [Ward 5]
4. Resolution closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s).

Saint Ambrose University, Dash for Drex, March 30th, 8:30 AM - 11:00 AM, Race will be held in the St. Ambrose/Glen Armit Place neighborhoods as in the past.

Project Renewal, Fitness Festival, April 16th, 7:00 AM - Noon, closing Warren Street between 5th and 6th and 6th St between Marquette St and Gaines (new event)

St. Paul the Apostle Catholic Church, Blue Mass, May 16th, 4:00 p.m. - 7:00 p.m. closing Rusholme Street between Arlington Avenue and Carey Avenue

5. Motion approving beer and liquor license applications.

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

Ward 4

Rivertown Grille & Bar LLC (Rivertown Grille & Bar LLC) - 2606 W Locust St. - Outdoor Area - License Type: C Liquor

Ward 6

Big River Bowling (Kimberly Entertainment LLC) - 2902 E Kimberly Rd. - License Type: C Liquor

Ward 7

Azteca Mexican Restaurant (Azteca Mexican Restaurant Inc.) - 4811 N Brady St. Ste. 3 - Outdoor Area May 5 - 7, 2016 Cinco De Mayo

Kwik Star Express #562 (Kwik Trip Inc.) - 4619 Brady St. - License Type: C Beer / B Native Wine - adding B Wine privilege only

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

Ward 1

QC Mart (Bethany Enterprises Inc.) - 2747 Rockingham Rd. - License Type: C Beer

Roadrunners Roadhouse (J W's First and Last Lap Inc.) - 3803 Rockingham Rd. -  
Outdoor Area - License Type: C Liquor

Ward 3

Blackhawk Bowl & Martini Lounge (Blackhawk Bowl & Martini Lounge LLC) - 200 E 3rd  
St. Lower Level - License Type: C Liquor

Geezer's Draffhouse (Geezer's Inc.) - 1654 W 3rd St. - Outdoor Area - License Type:  
C Liquor

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

Woodfire Grill (Redstone Woodfire Grill LLC) - 131 W 2nd St. Ste. 105 - Outdoor  
Area - License Type: C Liquor

Ward 4

Famous Liquors (Jay Liquors Inc.) - 2604 W Locust St. - License Type: E Liquor

Ward 6

Azteca II (Azteca II Inc.) - 2843 E 53rd St. - License Type: C Liquor

Biaggi's Ristorante Italiano (Biaggi's Ristorante Italiano LLC) - 5195 Utica Ridge Rd. -  
License Type: C Liquor

Panchero's Mexican Grill (Central Coast Hospitality Inc.) - 4888 Utica Ridge Rd. -  
License Type: B Beer

Ward 7

American Legion Post 26 (Davenport Post #26, The American Legion Inc.) - 702 W  
35th St. - Outdoor Area - License Type: C Liquor

Azteca 4 (Azteca 4 Inc.) - 3566 Brady St. - License Type: C Liquor

Azteca Mexican Restaurant (Azteca Mexican Restaurant Inc.) - 4811 N Brady St. Ste.  
3 - License Type: C Liquor

Los Portales Mexican Restaurant 2 (Los Portales Mexican Restaurant 2 Inc.) - 1012 E  
Kimberly Rd. - License Type: C Liquor

1. Resolution granting a license to the owners of 4 Woodview Way to maintain two already existing columns near their entrance drive within the public right-of-way in front of the residence. [Ward 6]
2. Resolution authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly and Division Intersection Improvement project. [Wards 2&7]
3. Resolution awarding the Kimberly Road Bridge over Duck Creek Deck Replacement Project to Helm Group (DBA Civil Constructors, Inc) of Freeport, IL. The total cost of this project is estimated at \$1,243,710 with 80%, \$994,468, funded by the Federal Surface Transportation Grant. City cost is \$248,742 funded in CIP #01589. [Ward 6]
4. Resolution approving Plans, Specifications, Form of Contract and Estimate of Cost for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program. CIP Project # 30012 funded at \$2,000,000 in bonds abated by sewer funds. [All Wards]
5. Resolution granting permission to Iowa Network Services, Inc. to install buried communications cable within public right-of-way in the City of Davenport along the east side of West Lake Boulevard from Locust Street north 650 feet to 2015 West Lake boulevard. Reference No. 2016-F2. [Ward 1]
6. Resolution approving the contract for engineering services with Luckett and Farley of Louisville, Kentucky in the amount not to exceed \$163,250 for design of street improvements in connection with the Kraft-Heinz relocation to the Eastern Iowa Industrial Park. [Ward 8]
7. Resolution approving the specifications, form of contract and estimate of cost for the LeClaire Park Storm Sewer Project, CIP #10011. [Ward 3]
8. Resolution assessing sewer lateral repair at various lots and tracts of real estate.
9. Resolution assessing sidewalk replacement at various lots and tracts of real estate.
10. Resolution assessing board up building at various lots and tracts of real estate.
11. Resolution assessing brush & debris removal at various lots and tracts of real estate.
12. Resolution assessing snow removal at various lots and tracts of real estate.

#### Finance

1. Third Consideration: Ordinance amending Chapters 13.16.107A and 13.16.107B entitled "Sanitary Sewer Rates - Amount" from \$3.77 to \$3.96 to \$4.16 per one hundred cubic feet of water use as determined by water meter readings; and amending per bill rates for monthly commercial bills from \$14.39 to \$15.11 to \$15.86; and amending per bill rates for monthly residential bills from \$15.05 to \$15.77 to \$16.52; and per bill rates for quarterly residential bills from \$21.35 to \$22.32 to \$23.33 and quarterly commercial bills from \$19.35 to \$20.32 to \$21.33. [All Wards]
2. Third Consideration: Ordinance amending Chapter 2.36 by adding a new section 2.36.240 entitled, "Permit Fees", that sets forth various fees related to fire department issued permits. [All Wards]
3. Motion authorizing staff to move into an exclusive three (3) month negotiation phase with Symmetrical Networks for a public-private-partnership contract for the

construction of a city-leased fiber optic communications network, and authorizing staff to issue a request for proposals to conduct a city-wide market demand study to determine viability and proof of concept for next-generation fiber-optic broadband communication services for businesses, institutions, government entities, and residents throughout the City of Davenport. [All Wards]

4. Motion awarding the purchase of a mini-excavator for the Public Works Street Division to Rexco Equipment of Davenport in the amount of \$88,000, which includes a trade-in. [All Wards]

### XIII. Other Ordinances, Resolutions and Motions

1. Motion to suspend the rules to add the action items below.
2. Resolution naming the Adler Theatre stage the "Gregory P. Schermer Stage."
3. Motion approving change order number 1 to Langman Construction for the General Street Resurfacing contract to allow for an emergency repair for a void on East 53rd near Grand Avenue. The estimated cost for this repair is \$26,900 in CIP #10550. [Ward 7]

### XIV. Public with Business

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

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

### XV. Reports of City Officials

### XVI. Adjourn

City of Davenport

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

**Action / Date**  
**3/23/2016**

Subject:  
Approval of the City Council Meeting Minutes for March 9, 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

| Type                                                                                         | Description   |
|----------------------------------------------------------------------------------------------|---------------|
|  Cover Memo | CC MIN 030916 |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/17/2016 - 9:41 AM |

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, March 9, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in regular session at 5:30 PM with Mayor Klipsch presiding and all aldermen present.

The minutes of the February 24, 2016 City Council meeting were approved as printed.

The report of the Committee of the Whole was as follows: GENESIS HEART INSTITUTE, 1236 East Rusholme Street, Davenport, Iowa, Wednesday, March 2, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Klipsch presiding and all alderman present. The following Public Hearings were held: Community Development: for the Ordinance for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps; Public Works: on the plans and specifications for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project, CIP #10131; on the plans, specifications, forms of contract and estimated cost for the FY2016 ADA Ramp Compliance - Micro-surfacing Project, CIP# 28004 and 28006; Finance: regarding a Tower Access and Facility Lease with SpeedConnect LLC for the tower located at 1735 West Pleasant Street. The following Presentations were given: Proclamation issued for Missouri Valley Conference Women's Basketball Week, 115. 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. Matson item 2 moved to the Discussion agenda; item 1 moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. On motion by Ald. Dickmann, second by Ald. Justin items 2-3 moved to the Discussion agenda; all other items moved to the Consent Agenda.. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Matson, second by Ald. Gripp all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Boom all items moved to the Consent Agenda. Council adjourned at 7:35 p.m.

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The following Appointments were approved: Mechanical Code Board: Thomas Carstens, Tom Gabrilson; Quad City Garage Policy Group: Brandon Wright, 115.

The following Proclamation was issued: Public Radio Week, March 20-26, 116.

The following Presentations were given: Art in City Hall; Public Works Accreditation; Digital Cities Award; AmeriCorps/Youth Corps Program.

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 moved to third consideration: amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street.

The following ordinances were tabled: amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by adding Dubuque Street along the west side from 29th Street to Garfield Street (TABLED UNTIL 1<sup>ST</sup> CYCLE IN MAY); for Case No. REZ16-01: Request of SAINI, LLC for the rezoning of 6,750 square feet, more or less, of real property located at 1808 West 7th Street from R-4 Moderate Density Dwelling District to C-2 General Commercial District to facilitate redevelopment of the adjacent commercial use at 1802 West 7th Street. The proposed use when combined with 1802 W 7th Street is a convenience store with gas pumps (TABLED FOR 2 CYCLES).

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

Community Development: The following ordinance moved to third consideration: providing for the division of taxes levied on taxable property in 2016 to the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa.

Public Safety: The following ordinance moved to third consideration: amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by deleting various resident parking only zones.

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The following ordinance was adopted: amending Schedule VII of Chapter 10.96 entitled "No Parking" by adding Zenith Avenue along the west side from Central Park Avenue south 850 feet, 117.

The following resolution was adopted: closing various street(s), lane(s) or public grounds on the listed date(s) to hold outdoor event(s), 118.

The following motions were passed: approving noise variance request(s) for various events on the listed dates at the listed times, 119; approving all submitted beer and liquor license applications, 120.

Public Works: The following resolutions were adopted: accepting the 2015 Sidewalk Repair Contract, awarded to Kelly Construction. Final cost of the project was \$161,813 budgeted in CIP #28010, 121; setting a public hearing on execution of a Quitclaim Deed to convey co-owned City/State of Iowa, right-of-way, located along the south side of the 3800 block of East 53rd Street just east of the I-74 and East 53rd Interchange, 122; approving the Plans, Specifications, Form of Contract and Estimate of Cost covering the FY2016 ADA Ramp Compliance Program, CIP #28004 and #28006, 123; approving the Plans and Specifications for the Fairhaven Road, 29th and Lorton Storm Sewer Improvement project, CIP #10131, 124; to approve the purchase agreement for the acquisition of right of way and temporary construction easement from SCP 2006-C23-059 LLC (CVS is the tenant for the Kimberly and Division Intersection Improvement Project). The purchase price is \$51,968 and budgeted in CIP Project #01793m 125; approving Change Order #7 to the Birchwood Area Parallel Sewer Project with Valley Construction, for quantity adjustments, in the amount of \$75,083.74, CIP #01905, 126; approving Change Order #9, in the amount of \$33,000 (City cost \$6,600, Iowa DOT cost \$26,400), to the construction contract with McCarthy Improvement Company for Kimberly Road with Forest and Lorton Ave. Intersection Improvements. This change order allows the road to be macrotextured (grooved texture) as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01792, 127; approving Change Order #19, in the amount of \$94,000 (City cost \$18,800, Iowa DOT cost \$75,200), to the construction contract with McCarthy Improvement Company for Veterans Memorial Parkway Paving (Eastern Ave to Jersey Ridge Rd) This change order allows the road to be macrotextured (grooved texture)

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as required by the Iowa DOT on state roads. This process reduces road noise and provides wet pavement friction. CIP # 01144, 128.

Finance: The following ordinances moved to third consideration: amending Chapters 13.16.107A and 13.16.107B entitled "Sanitary Sewer Rates - Amount" from \$3.77 to \$3.96 to \$4.16 per one hundred cubic feet of water use as determined by water meter readings; and amending per bill rates for monthly commercial bills from \$14.39 to \$15.11 to \$15.86; and amending per bill rates for monthly residential bills from \$15.05 to \$15.77 to \$16.52; and per bill rates for quarterly residential bills from \$21.35 to \$22.32 to \$23.33 and quarterly commercial bills from \$19.35 to \$20.32 to \$21.33; amending Chapter 2.36 by adding a new section 2.36.240 entitled, "Permit Fees", that sets forth various fees related to fire department issued permits.

The following resolutions were adopted: approving the lease of space within the Adler Theatre with Rawbar LLC, 129; approving a Tower Access and Facility Lease with SpeedConnect LLC, 130; approving a three-year collective bargaining agreement between the City of Davenport and the Union of Professional Police Inc. (UPPO), 131; awarding the purchase of two refuse truck bodies to Elliot Equipment Company of Davenport, IA in the amount of \$156,322 with trades, 132; awarding the purchase of two refuse truck chassis to Thompson Truck and Trailer of Davenport, IA in the amount of \$167,760, 133; awarding the purchase of two Police Department 4WD sport utility vehicles to Junge Center Point of Center Point, IA in the amount of \$60,450, 134.

On motion Council adjourned at 7:01 P.M.

A handwritten signature in black ink, reading "Jackie E. Holecek". The signature is written in a cursive, flowing style.

Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

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

**Action / Date**  
**3/23/2016**

Subject:  
Approval of the Report of the Committee of the Whole for March 16 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

| Type         | Description |
|--------------|-------------|
| ▣ Cover Memo | COW Report  |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/17/2016 - 9:43 AM |

COUNCIL CHAMBERS, CITY HALL, Davenport, Iowa, Wednesday, March 16, 2016---The Council observed a moment of silence. Pledge of Allegiance. The Council met in Committee of the Whole at 5:30 PM with Mayor Pro tem Justin presiding and all alderman present. The following Public Hearings were held: Community Development: on the recommendations for Year 42 (July 1, 2016 – June 30, 2017) Community Development Block Grant funds; Public Works: to convey a parcel of city and the Iowa Department of Transportation right-of-way located along the south side of the 3800 block of East 53rd Street just east of the I-74 and East 53rd Interchange to the State of Iowa; on the Plans, Specifications, Form of Contract and Estimate of Cost for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program. CIP Project # 30012 funded at \$2,000,000 in bonds abated by sewer funds; on the specifications, form of contract and estimate of cost for the LeClaire Park Storm Sewer Project, CIP #10011. 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. Matson item 4 moved to the Discussion agenda; all other items moved to the Consent Agenda. Public Safety: Ald. Matson reviewed all items listed. The following motions were passed: approving the petition for an alley light behind the home of 1127 S Michigan Ave, 135; approving the petition for a street light at the intersection of 14<sup>th</sup> Street SW and Oregon Avenue, 136. On motion by Ald. Dickmann, second by Ald. Gripp all items moved to the Consent Agenda.. Public Works: Ald. Ambrose reviewed all items listed. On motion by Ald. Matson, second by Ald. Gordon all items moved to the Consent Agenda. Finance: Ald. Gordon reviewed all items listed. On motion by Ald. Tompkins, second by Ald. Boom all items moved the Consent Agenda. Council adjourned at 6:38 p.m.

City of Davenport

Agenda Group: Council  
Department: Office of the Mayor  
Contact Info: Austin Bird  
Wards: All

**Action / Date**  
**3/23/2016**

Subject:  
Junior Achievement Day, April 7, 2016

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

| Type         | Description                     |
|--------------|---------------------------------|
| ▣ Cover Memo | Junior Achievement Proclamation |

REVIEWERS:

| Department          | Reviewer       | Action   | Date                 |
|---------------------|----------------|----------|----------------------|
| Office of the Mayor | Admin, Default | Approved | 3/10/2016 - 10:48 AM |

# Proclamation

- Whereas** the City of Davenport recognizes Junior Achievement of the Heartland's purpose to inspire and prepare young people to succeed in a global economy; and,
- Whereas** the City of Davenport will observe Junior Achievement Day on April 7, 2016, as an opportunity to recognize and celebrate Junior Achievement of the Heartland for empowering our young people to own their economic success; and,
- Whereas** Junior Achievement of the Heartland's educational contribution equips our young people to become the next generation of productive employees and self-sufficient citizens to ensure the economic prosperity of Davenport; and,
- Whereas** Junior Achievement of the Heartland includes opportunities for educators, parents, and community volunteers to connect classroom learning to life after graduation; and,
- Whereas** it is fitting for Davenport to support the goals of Junior Achievement of the Heartland, and we encourage the continuing partnership of business, education, and community in achieving these said goals; and,
- Whereas** It is fitting for parents, educators, businesses, and other members of the community to join the celebration in an effort to ensure the future success and economic health of our young people and the communities in which they live; and,
- Now therefore** we, Frank Klipsch, Mayor, and the city council of Davenport, Iowa, do hereby proclaim recognition of April 7, 2016, as Junior Achievement Day in the City of Davenport.

Dated this 23<sup>rd</sup> day of March, 2016.

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Frank J. Klipsch  
Mayor of Davenport

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Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Community Planning & Economic Development  
Contact Info: Bruce Berger, 326-7769  
Wards: 8

**Action / Date**  
**3/16/2016**

Subject:  
Resolution approving an economic development agreement with Kraft Heinz Foods Company.  
[Ward 8]

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Added emphasis on economic development.

Background:  
The Kraft Heinz Company has been a part of the Davenport community since 1946 when they purchased their building at 1337 W 2<sup>nd</sup> Street. Over the past 70 years they have made many upgrades and additions and have been a valuable employer and contributor to the local economy.

The Kraft Heinz Company is now planning the construction of a state-of-the-art food manufacturing facility on approximately 35 acres in the Eastern Iowa Industrial Center. The company estimates the total project investment at \$203 million. This project allows for the retention of at least 475 full time positions. At least 261 positions will be paid an average wage of at least \$17.84/hour and 214 positions will be paid an estimated average wage of \$15.46/hr. All positions are supported with a benefit package.

To support this development, the proposed City assistance is a 75% rebate of property taxes paid over and above the base year valuation of the current property. For this project the base year valuation is approximately \$8,266,000 which is the total assessed valuation of the current facility, associated buildings and parking lots.

The City will also contribute up to a maximum of \$1,674,969 for the construction of a new road bordering the east side of the Company's new facility and improvements to Slopertown Road and Enterprise Way. The City has applied for and received approval from the Iowa Department of Transportation's RISE program which will contribute 80% of the costs up to \$4,699,875.

As required by Iowa Code, a public hearing was held on February 17, 2016 regarding approval of an economic development agreement where the City will incur debt. In this case, the debt is the City's obligation for a rebate of property taxes of approximately \$10,000,000 over a 15 year period plus an additional amount up to \$1,674,969 for construction of the new road and improvements to Slopertown Road and Enterprise Way. The rebate and road construction funds would come through the use of tax increment financing applied to the assessed value of the improved property.

ATTACHMENTS:

| Type                | Description       |
|---------------------|-------------------|
| □ Resolution Letter | Resolution Letter |

REVIEWERS:

| Department                                   | Reviewer       | Action   | Date                |
|----------------------------------------------|----------------|----------|---------------------|
| Community Planning &<br>Economic Development | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman \_\_\_\_\_.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving an economic development agreement for Kraft Heinz Foods Company,

WHEREAS, Kraft Heinz Foods Company, is planning to construct a state-of-the-art food manufacturing facility on approximately 35 acres in the Eastern Iowa Industrial Center; and

WHEREAS, the project involves the retention of at least 475 full time positions with at least 261 positions being paid an average wage of \$17.84/hr and 214 positions being paid an estimated average wage of \$15.46/hr; and

WHEREAS, the proposed project will add benefits to the tax base and meets the established policy for using tax increment financing to assist in primary business expansion; and

WHEREAS, in accordance with Section 403.9 of the Code of Iowa, a public hearing was held on February 17, 2016, to review and receive public comment on the Economic Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davenport, Iowa approves and directs appropriate City officials to execute the attached Economic Development Agreement between Kraft Heinz Foods Company and the City of Davenport, Iowa.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, City Clerk

## ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made as of \_\_\_\_\_ between the City of Davenport, Iowa, a municipal corporation of the State of Iowa (hereinafter referred to as “City”), and Kraft Heinz Foods Company, (hereinafter referred to as “Company”).

WHEREAS, the Company proposes to modernize its business operations in Davenport, Iowa by constructing an approximate 300,000 square foot building on property located at \_\_\_\_\_ on approximately 35 acres in the Eastern Iowa Industrial Center (see Attachment A for legal description, parcel numbers determined after annexation) hereinafter referred to as “Subject Property”, resulting in a projected increase in the assessed value of the real estate above the base value of the current facility (as defined in Attachment B) of approximately \$26,700,000; and

WHEREAS, with the construction of the building, the Company will retain in Davenport a minimum of 475 full-time existing positions (hereinafter referred to as “Retained Positions”) and with the building construction and the retention of the workforce hereinafter referred to as the “Economic Development Project”; and

WHEREAS, the Company has requested financial assistance to help support the Economic Development Project; and

WHEREAS, the City has established a policy of supporting primary businesses who are making a substantial capital investments and retaining jobs with minimum wage and benefits; and

WHEREAS, pursuant to factors listed in Chapter 15A of the Code of Iowa (hereinafter referred to as the “Code”) the City Council of the City has determined that:

1. The Economic Development Project will add diversity and generate new opportunities for the Davenport and Iowa economies; and
2. The Economic Development Project will generate public gains and benefits particularly in the retention of new jobs and new tax assessed property value, which warrants the amount of the proposed reimbursement of property taxes; and
3. The proposed funding for the Economic Development Project meets the conditions of said Chapter 15A of the Code related to the retention of jobs and the expansion of business investment in the City of Davenport, Scott County, Iowa; and
4. A public purpose will reasonably be accomplished by providing economic development assistance in order to facilitate such development by the Company and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter; and Section 403.19 of the Code provides for the division of incremental

property tax revenue, or tax increment, commonly known as Tax Increment Financing; and,

5. The property is located within an existing Urban Renewal Area (the North Davenport Urban Renewal Area); and

WHEREAS, the City Council has held a public hearing, at the February 17, 2016, meeting of the Committee-of-the-Whole, on entering into this agreement which will obligate the City to make future payments, provided the Company meets certain requirements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, it is agreed as follows:

#### SECTION I: THE CITY'S OBLIGATIONS

1. The City shall make a series of payments to reimburse the Company for a portion of its real estate tax payments (the "Reimbursement") subject to the completion of the Economic Development Project and the timely payment of those real estate taxes, utility fees and special assessments. For the purposes of this agreement, "timely payment" shall mean that the semi-annual tax payment, fees and assessments has been made no later than the due date stated on the tax, fee and assessment bill. Should the payment be made later than the due date, the City shall not be obligated to make the Reimbursement from that semi-annual payment. As provided in the published notice of the public hearing with regard to the obligations under this Agreement, the total Reimbursement shall be no more than ten million dollars (\$10,000,000) through the term of the Agreement. There shall not be any payments beyond the fifteen (15)-year period even if there has been a withholding or a reduction of the Reimbursement payment for any preceding six (6)-month period.

2. The Reimbursement by the City shall be up to seventy five percent (75%) of the amount of incremental tax revenue available and accessible to the City, subject to the provisions of this Agreement, where Section 403.19 of the Code provides that only the taxes levied on the assessed value of qualified property in the year prior to the year in which the increment is used for tax increment financing shall not be considered for purposes of calculating the amount of tax increment revenue in a given year (the "Base Year Valuation"). In addition, revenues from taxes levied for debt service by local taxing districts and for the physical plant and equipment levy of a school district cannot be accessed through tax increment financing. The percentage of available tax revenue which will be reimbursed shall be determined by the performance of the Company toward meeting its job retention and creation obligations as described in Section II. The incremental valuation shall deduct the current assessed value of the current facility, associated buildings and parking lots as defined in Attachment B.

3. The Reimbursements shall be made up to twice each year during the term of this Agreement, on or before June 1 and December 1 of each year after the taxes on the increased assessed value have begun. The Reimbursements shall be based only on the increase in taxable

real estate value attributable to the Economic Development Project as described in Section II, Paragraph 3 of this Agreement. Provided the construction of the building has been completed and the full amount of the new value has been placed on the tax rolls by January 1, 2017, the first Reimbursement payment shall be made on or before December 1, 2018. The Reimbursement shall be made for fifteen (15) consecutive years, or until the dollar amount established in Paragraph 1 of this Section has been reached, whichever comes first. Should the Company fail to make timely payment of its taxes or should the Company fail to meet its job obligations for a semi-annual period, the Reimbursement shall not be made. No provision is to be made for the extension of the series of authorized Reimbursement if the Company fails to meet its obligations and does not receive a Reimbursement payment for any semi-annual period. Provided the Reimbursement begins in 2018, the last Reimbursement shall be made on or before June 1, 2033. In no case shall the Reimbursement begin later than December 2019, based on the taxable real estate value as of January 1, 2018, in which case the last Reimbursement shall be made on or before June 1, 2034.

4. Reimbursement shall be conditioned on the retention of the Retained Jobs as described in Section II. The Reimbursement shall be calculated by the City based on the number of full-time positions being paid at least the Target Wage (as defined in Section II of this Agreement) for the six (6) months shown in the most recent Contribution Report submitted to the State of Iowa prior to the Reimbursement payment dates of June 1 and December 1.

5. The Reimbursement shall be made by the City to the Company if the Company complies with its obligations for maintaining the Retained Positions at the Target Wage and benefit levels and paying its real estate taxes and related fees as described in Section II of this Agreement.

6. The Reimbursement is not a general obligation of the City and shall be paid solely from incremental property taxes received by the City and from the Scott County Treasurer which are attributable to the Economic Development Project. All payments are subject to approval and annual appropriation action by the City Council.

7. Once the Reimbursement term has ended, this Agreement shall be of no further force or effect.

8. The obligations of the City under this Agreement are conditioned upon the faithful performance by the Company of all the terms and conditions of this Agreement.

## SECTION II: THE COMPANY'S OBLIGATIONS

1. The Company shall demonstrate its financial capacity to complete the Economic Development Project including, but not limited to, documentation of the availability of financing for the building construction (if applicable), within ninety (90) days of the execution of this Agreement.

2. The Company agrees to furnish to the City appropriate evidence of the number of full time Retained Positions. The retention of these positions shall be evidenced by the most recent Iowa Employer Contribution Report submitted by the Company to the City on or before April 15<sup>th</sup> and October 15<sup>th</sup> starting in 2017. For the terms of this Agreement, the Reimbursement payments made following each semi-annual payment of taxes shall be based on the Company's retention of a minimum of four hundred and seventy five (475) full time positions within three (3) years of the date of this Agreement. The retention of the full time positions shall be evidenced by the most recent Contribution Report or similar reporting submitted by the Company for six (6) complete months prior to the month in which semi-annual Reimbursement payments are to be made. The City may require supplemental reports if needed to confirm the positions retained.

3. The Company agrees to construct a new facility on the Subject Property, consisting of approximately 300,000 square feet of manufacturing space. The Company agrees to comply with all building and fire code regulations related to the construction, occupancy, and operation of the building.

4. Within 18 months of the new facility on the Subject Property becoming fully operational (which shall occur at the time of the complete closure of the existing Company facility in Davenport), the Company must begin demolition of the current facility. The demolition and remediation of the site, as deemed necessary by the City in its reasonable judgment, must be completed within 12 months of beginning such demolition and remediation, provided however that if the Company cannot complete the demolition and remediation within the 12-month period due to causes beyond its control, then Company must diligently pursue the completion of the demolition and remediation until completion. In the event that the Company finds a buyer for the current facility within 18 months of the new facility on the Subject Property becoming fully operational, the City may amend this Agreement to eliminate the demolition requirement upon learning the name, and evaluating the nature and timeline of future operations of the prospect. City is not interested in any intended use by a prospect that will use the current facility for animal and/or poultry slaughtering, the handling of hazardous wastes, or any other use that is likely to pose a public nuisance or hazard for the community. For the avoidance of doubt, in the event the Company demolishes and remediates the current facility, the City does not have the right to evaluate the purchaser and the nature and timeline of its future operations of the Subject Property following such demolition and remediation; provided however that nothing contained herein shall limit in any way the City's rights to review and approve any zoning variances or construction under its zoning and building ordinances and regulations.

5. The Company agrees to pay or cause to be paid property taxes on the assessed value of the Subject Property in a timely fashion. For the purposes of this agreement, "timely payment" shall mean that the semi-annual tax payment, fees and assessments has been made no later than the due date stated on the tax, fee and assessment bill. The Company agrees to furnish the City a copy of the receipt for its property tax payments no later than April 15 and October 15 for the respective Reimbursement payment. Nothing contained herein shall limit or restrict the Company from contesting any assessed valuation of the Subject Property in accordance with applicable procedures.

6. The maximum semi-annual payment of Reimbursement is based on at least four hundred and seventy-five (475) full time positions being retained, of which at least 261 full time positions shall be paid an average wage of at least \$17.84 per hour plus benefits (“Target Wages”).

7. The number of positions retained shall be calculated based on the actual number of full-time positions computed as the sum of the Company workforce located at the Subject Property for the six (6)-month period shown in the most recent Contribution Report immediately prior to the months in which the semi-annual payment of Reimbursement is due. The City understands that the Company will adhere to the retention of the positions in accordance with any applicable and current labor agreement.

8. Prior to the first rebate, the Company shall have maintained and provided initial documentation of the four hundred and seventy five (475) Retained Positions. If the Company has failed to do so, the City shall cease further Reimbursement and declare the Agreement null and void and of no further force and effect.

9. Provided the Company has maintained and documented the four hundred and seventy five (475) Retained Positions prior to the first rebate, the Company shall be eligible for further Reimbursement payments through the term of this Agreement according to the following provisions:

a. If the Company has maintained the four hundred and seventy five (475) Retained Positions with two hundred and sixty one Retained Positions paying at least the average Target Wage, the Company shall be entitled to the Reimbursement of the full seventy-five (75) percent of the amount of incremental tax revenue available to the City. The remaining two hundred and fourteen (214) retained positions shall be paid an average (estimated) wage of \$15.46.

b. If the Company reduces employment below the job commitments above, either by reducing below four hundred and seventy five (475) Retained Positions or by reducing below two hundred and sixty one Retained Positions paying at least the average Target Wage, then Reimbursement will be calculated as follows:

i. If the Company has dropped to a level of three hundred and seventy five (375) to four hundred and seventy four (474) Retained Positions, the amount of Reimbursement shall be computed by dividing the number of positions maintained by four hundred and seventy five (475) and then multiplying the resulting factor by seventy five (75) percent of the amount of incremental tax revenue available to the City.

ii. If the Company has dropped to a level of two hundred and six (206) to two hundred and sixty (260) Retained Positions paying at least the average Target Wage for the reporting period, the amount of Reimbursement shall be computed by dividing the number of positions paying at least the average Target Wage maintained by two hundred and sixty one (261) and

then multiplying the resulting factor by seventy five (75) percent of the amount of incremental tax revenue available to the City.

c. The Reimbursement shall cease if for any two consecutive semi-annual reporting period after the initial reporting period the number of Retained Positions maintained is fewer than three hundred seventy five (375) or the number of Retained Positions paying at least the average Target Wage is fewer than two hundred and six (206). If this occurs the City shall cease further Reimbursement and declare the Agreement null and void and of no further force and effect.

10. In consideration of the provisions for Reimbursement of tax payments relying on tax increment financing herein, the Company agrees that they will not pursue the exemption of the taxable value of the improvements resulting from the Economic Development Project through any local or State of Iowa tax exemption program. However, subsequent expansions meeting the requirements of tax increment policy as then in effect may be eligible for tax reimbursement.

11. (i) On the material breach by the Company of the terms and conditions of this Agreement such breach to be determined in the opinion of the City in the reasonable exercise of its discretion, including failure to retain and create the positions specified in this section, and the Company fails to cure such material breach within thirty (30) days after receipt of notice of breach from the City, or (ii) if the Company shall cease doing business at the Subject Property, this Agreement shall be terminated, the Company shall not be eligible for any Reimbursement for any period after the breach, and neither party shall have any further obligations hereunder except for any liabilities arising prior to the effective date of termination.

### SECTION III: MISCELLANEOUS

1. This Agreement shall not be construed to confer rights or privileges to third-party beneficiaries or entities not a party to this Agreement.

2. This Agreement represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented or modified except by an instrument in writing signed by the party against whom the enforcement of any such amendment, supplement or modification is sought, i.e., the City Council must approve any amendment proposed.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the State of Iowa.

4. This Agreement shall become null and void unless all contingencies contained herein are satisfied or are waived by the parties.

5. So long as Company is in compliance with all conditions of the Agreement, Company may assign all of its respective right, title and interest in and under this Agreement to any transferee of the building on the Subject Property without obtaining the prior consent of the City provided such transferee agrees in writing to be bound by Company's duties and obligations hereunder.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

CITY OF DAVENPORT, IOWA

By: \_\_\_\_\_  
Frank Klipsch, Mayor  
Attest:

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

Kraft Heinz Foods Company

By: \_\_\_\_\_

## Attachment A

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section said 28; thence along the South line of the Southeast Quarter, South 88 degrees 35'-35" West, a distance of 1325.33 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 28; thence along said West line, North 02 degrees-50'-17 seconds West, a distance of 1323.87 feet to the Northwest corner of said Quarter-Quarter Section; thence North 02 degrees-00'-32" West, along the West line of the Northeast Quarter of said Southeast Quarter, a distance of 1,333.98 feet to the point of beginning; thence South 80 degrees-32'48" East, a distance of 1294.02 feet; thence South 02 degrees-09'-24" East, a distance of 1083.95 feet to the Northeast corner of Parcel 932855004; thence South 88 degrees-46'-56" West a distance of 320.07 feet to the Northwest corner of said Parcel 932855004; thence Westerly to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 02 degrees-00'-32" West, a distance of 1333.98 feet to the point of beginning. Said tract contains 34.9 acres, more or less.

Attachment B

| <b>Parcel</b> | <b>2015 Assessed Valuation</b> |
|---------------|--------------------------------|
| K0009-06      | \$ 7,675,100                   |
| K0009-05      | \$ 105,800                     |
| K0008-06A     | \$ 31,000                      |
| K0010-09      | \$ 14,400                      |
| L0001-36B     | \$ 70,400                      |
| K0007-14      | \$ 18,600                      |
| K0010-11      | \$ 23,400                      |
| K0009-02      | \$ 87,500                      |
| K0009-04A     | \$ 26,200                      |
| L0016-04A     | \$ 26,200                      |
| K0008-04A     | \$ 24,800                      |
| K0008-10A     | \$ 38,900                      |
| K0007-13A     | \$ 33,200                      |
| K0007-08A     | \$ 30,600                      |
| K0009-01      | \$ 25,300                      |
| K0010-13A     | \$ 34,600                      |
| Total         | \$ 8,266,000                   |

City of Davenport

Agenda Group:  
Department: Community Planning & Economic Development  
Contact Info: Bruce Berger, 326-7769  
Wards: 8

**Action / Date**  
**2/17/2016**

Subject:

Third Consideration: Ordinance providing for the division of taxes levied on taxable property in 2016 to the North Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa. [Ward 8]

Recommendation:

Approve the ordinance.

Relationship to Goals:

Added emphasis on economic development.

Background:

The Kraft Heinz Company is planning the construction of a state-of-the-art food manufacturing facility on approximately 70 acres in the Eastern Iowa Industrial Center. The company estimates the total project investment at \$203 million. This project allows for the retention of at least 475 full time positions. At least 261 positions will be paid an average wage of at least \$17.84/hour and 214 positions will be paid an estimated average wage of \$15.46/hr. All positions are supported with a benefit package.

To support this development, the proposed City assistance is a 75% rebate of property taxes paid over and above the base year valuation of the current property with a maximum rebate of \$10,000,000. For this project the base year valuation is approximately \$8,266,000 which is the total assessed valuation of the current facility, associated buildings and parking lots.

The City will also contribute up to a maximum of \$1,674,969 for the construction of a new road bordering the east side of the Company's new facility and improvements to Slopertown Road and Enterprise Way. The City has applied for and received approval from the Iowa Department of Transportation's RISE program which will contribute 80% of the costs up to \$4,699,875.

This ordinance establishes this area as a part of the North Urban Renewal Area and allows the City's financial support of the project.

ATTACHMENTS:

| Type        | Description                         |
|-------------|-------------------------------------|
| ▣ Ordinance | Ordinance for Addition to North URA |
| ▣ Exhibit   | Map of Addition to North URA        |

REVIEWERS:

| Department                                | Reviewer       | Action   | Date                |
|-------------------------------------------|----------------|----------|---------------------|
| Community Planning & Economic Development | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN THE 2016 ADDITION TO THE NORTH URBAN RENWAL AREA, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the 2016 Addition to the North Urban Renewal Area of the City of Davenport, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Davenport to finance projects in the such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Davenport, Iowa.

“County” shall mean Scott County, Iowa.

“Urban Renewal Area Amendment” shall mean the 2016 Addition to the North Urban Renewal Area of the City of Davenport, Iowa, the boundaries of which are set out below, approved by the City Council by resolution adopted on the \_\_\_\_ day of March, 2016.

Part of the Southeast Quarter of Section 28, Township 79 North, Range 3 East of the 5<sup>th</sup> Principal Meridian, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section said 28; thence along the South line of the Southeast Quarter, South 88 degrees 35’-35” West, a distance of 1325.33 feet to the West line of the Southeast Quarter of the Southeast Quarter of said Section 28; thence along said West line, North 02 degrees-50’-17 seconds West, a distance of 1323.87 feet to the Northwest corner of said Quarter-Quarter Section; thence North 02 degrees-00’-32” West, along the West line of the Northeast Quarter of said Southeast Quarter, a distance of 1,333.98 feet to the point of beginning; thence South 80 degrees-32’48” East, a distance of 1294.02 feet; thence South 02 degrees-09’-24” East, a distance of 1083.95 feet to the Northeast corner of Parcel 932855004; thence South 88 degrees-46’-56” West a distance of 320.07 feet to the Northwest corner of said Parcel 932855004; thence Westerly to the Southwest corner of the Northeast Quarter of the Southeast Quarter of said Section 28; thence North 02 degrees-00’-32” West, a distance of 1333.98 feet to the point of beginning. Said tract contains 34.9 acres, more or less.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area Amendment, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area Amendment.

(d) as used in this section, the word "taxes" includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the Council of the City of Davenport, Iowa, on the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Deputy Clerk

Published on the \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Deputy Clerk

• • • •

There being no further business to come before the meeting, it was upon motion adjourned.

---

Mayor

Attest:

---

Deputy Clerk

STATE OF IOWA  
COUNTY OF SCOTT  
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of the City relating to adoption of a resolution designating an urban renewal area and approving an urban renewal plan amendment and the adoption of an ordinance entitled "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
Deputy Clerk

STATE OF IOWA

SS:

COUNTY OF SCOTT

I, the undersigned, County Auditor of Scott County, in the State of Iowa, do hereby certify that on the \_\_\_\_ day of \_\_\_\_\_, 2016, the Deputy Clerk of the City of Davenport, Iowa, filed in my office a copy of an ordinance of the City shown to have been adopted by the Council and approved by the Mayor thereof on March \_\_, 2016, entitled: "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
County Auditor

STATE OF IOWA  
COUNTY OF SCOTT  
CITY OF DAVENPORT

SS:

I, the undersigned, Deputy Clerk of the City of Davenport, Iowa, do hereby certify that I caused to be published "An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the 2016 Addition to the North Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this \_\_\_\_ day of March, 2016.

\_\_\_\_\_  
City Clerk

(Attach hereto publisher's affidavit of publication with copy of ordinance as published.)

**GREATER DAVENPORT REDEVELOPMENT CORPORATION**

**LEGEND**

- Lot Boundary
- Easement
- Gas Line
- Electric
- Water
- Sewer
- Fiber Optic
- Rail

**SCALE**  
.5" = .1 MILE

**KH Facility Location**

**Lot 6**  
W3307-02  
W3306-02B  
G: 42.62 Acres  
N: 40.62 Acres

**Lot 5**  
W3303-02  
G: 17.24 Acres  
N: 15.56 Acres

**Lot 4**  
W3319-02E  
G: 5.6 Acres  
N: 4.87 Acres

**Lot 3**  
W3337-05A  
G: 10.96 Acres  
N: 10.61 Acres

**Lot 2**  
W3321-01B  
G: 26.15 Acres  
N: 25.45 Acres

**Lot 1**  
W3339-03  
G: 12.01 Acres  
N: 9.77 Acres

**Transload Rail Facility**

**Enterprise Way**

**Research Pkwy.**

**INTERSTATE 80**

City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Matt Flynn 326-7743

Wards: 7th

**Action / Date**

**3/16/2016**

Subject:

Resolution approving Case No. FDP16-02 being the petition of Mike Richmond with Townsend Engineering for a PDD final development plan on 1.32 acres, more or less, located at 3918 and 3906 Marquette Street to facilitate commercial development. [Ward 7]

Recommendation:

The City Plan and Zoning Commission forwards Case No. FDP16-02 to the City Council with a recommendation for approval without any special conditions

The Commission vote for approval was 7-yes, 0-no and 0-abstention.

Relationship to Goals:

New Investment.

Background:

The petitioner is proposing to redevelop this portion of the property with a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building on 1.32 acres.

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

ATTACHMENTS:

| Type                | Description                                        |
|---------------------|----------------------------------------------------|
| ▣ Resolution Letter | FDP16-02 - Resolution                              |
| ▣ Backup Material   | FDP16-02 - Plan and Zoning Commission Letter       |
| ▣ Backup Material   | FDP16-02 - Plan and Zoning Commission Vote Results |
| ▣ Backup Material   | FDP16-02 - Plan and Zoning Commission Staff Report |

REVIEWERS:

| Department                                | Reviewer       | Action   | Date                |
|-------------------------------------------|----------------|----------|---------------------|
| Community Planning & Economic Development | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Boom

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving Case No. FDP16-02 being the petition of Mike Richmond with Townsend Engineering for a PDD final development plan on 1.32 acres, more or less, located at 3918 and 3906 Marquette Street to facilitate commercial development.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the final development plan for a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building (FDP16-02) is hereby approved and accepted pursuant to the City Plan and Zoning Commission letter dated March 2, 2016;

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

March 2, 2016

Honorable Mayor and City Council  
City Hall  
226 West 4<sup>th</sup> Street  
Davenport, Iowa 52801

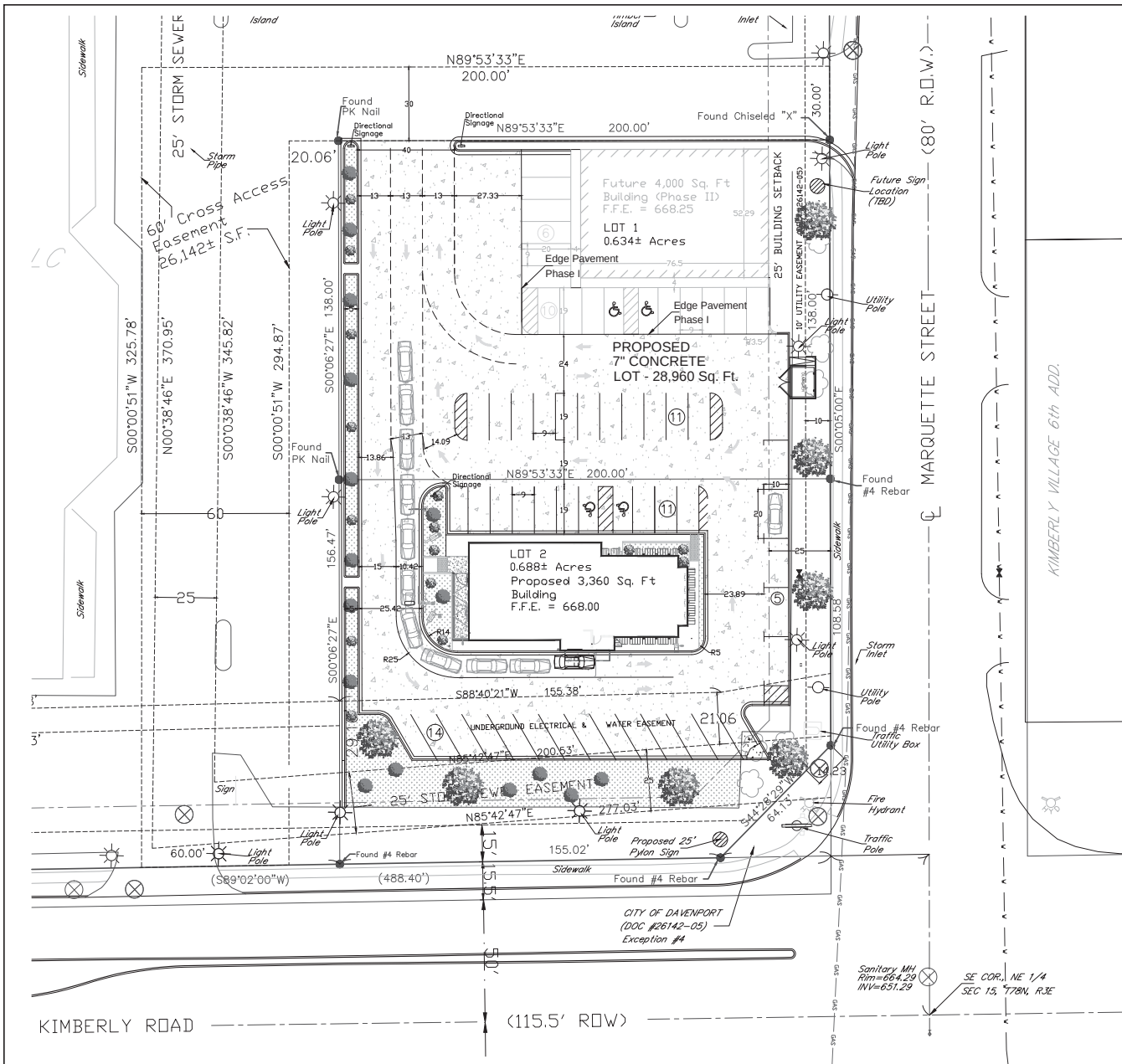
At its regular meeting of March 1, 2016, the City Plan and Zoning Commission considered Case No. FDP16-02 being the Final Development Plan approval for a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building located at the northwest corner of West Kimberly Road and Marquette Street (3906 and 3918 and 3906 Marquette Street).

The City Plan and Zoning Commission forwards Case No. FDP16-02 to the City Council with a recommendation for approval without any special conditions.

Respectfully submitted,

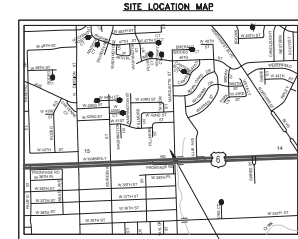
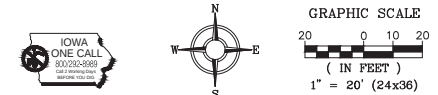


Robert Inghram, Chairperson  
City Plan and Zoning Commission



# SITE PLAN POPEYE'S CHICKEN

TO THE CITY OF DAVENPORT, IA



APPROXIMATE SITE LOCATION

## GENERAL NOTES

- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF DAVENPORT STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
- LEGAL DESCRIPTION OF PROPERTY: LOTS 1 AND 2 OF OLD K'S SUBDIVISION, AN ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF DAVENPORT AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
- ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF DAVENPORT STANDARDS AND SPECIFICATIONS.
- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
- NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

| LEGEND:              |                       |                       |  |
|----------------------|-----------------------|-----------------------|--|
| EXISTING             | EXISTING GAS VALVE    | EXISTING CONTOUR LINE |  |
| SEWER LINE           | EXISTING WATER VALVE  | EXISTING CONTOUR LINE |  |
| CENTERLINE           | EXISTING UTILITY POLE | PROPOSED CONTOUR LINE |  |
| PROPERTY BOUNDARY    | EXISTING LIGHT POLE   |                       |  |
| EXISTING FENCE       | EXISTING TREE         |                       |  |
| EXISTING SANITARY    | EXISTING BUSH         |                       |  |
| PROPOSED SANITARY    | EXISTING MANHOLE      |                       |  |
| EXISTING STORM SEWER | EXISTING FIRE HYDRANT |                       |  |
| PROPOSED STORM SEWER | FOUND PROPERTY PIN    |                       |  |
| EXISTING WATER       | CONTROL POINT         |                       |  |
| PROPOSED WATER       |                       |                       |  |
| EXISTING GAS LINE    |                       |                       |  |
| EXISTING ELECTRIC    |                       |                       |  |

## Sheet Index:

- C1 - Site Plan
- C2 - Demolition Plan
- C3 - Grading Plan
- C4 - Utility Plan
- C5 - Erosion Plan
- C6 - Typical Details



I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Christopher R. Townsend, P.E.  
License Number: 14894  
My license renewal date is December 31, 2018  
Plans or sheets covered by this seal:



DATE: 02/05/16 TE PROJECT NO: Wal-Popeye  
563 386.4236 386.4231  
2224 East 12th Street, Davenport, IA 52803

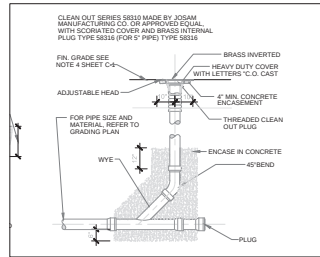
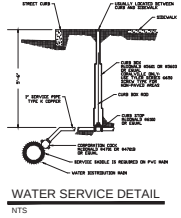
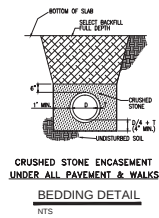
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CHECKED BY: CRT  
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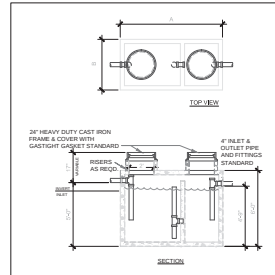
PROJECT  
SITE PLAN  
POPEYE'S CHICKEN  
DAVENPORT, IA

DEVELOPER  
POPEYE'S LOUISIANA CHICKEN  
2951 MONTVALE DR, SUITE A  
SPRINGFIELD, IL 62704

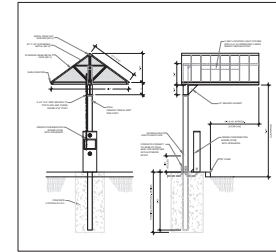
SHEET NO.  
C1



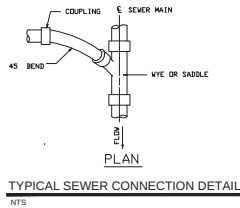
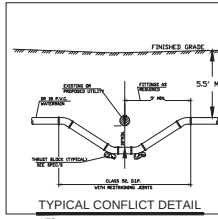
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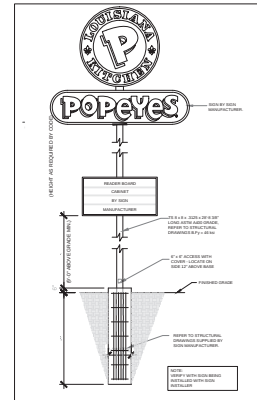
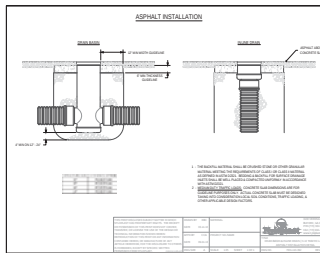
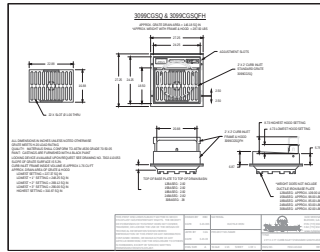
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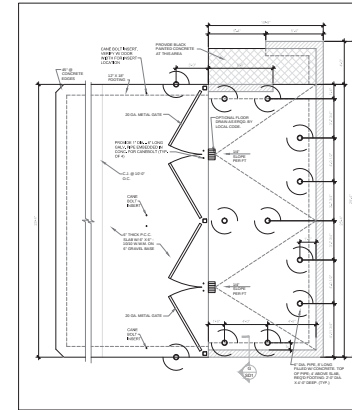
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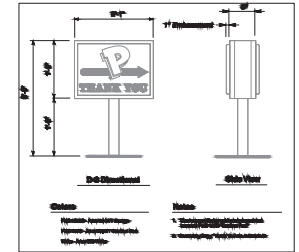
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**TYPICAL PYLON SIGN**  
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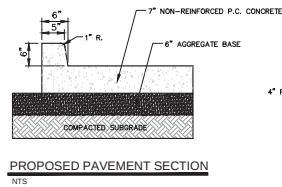
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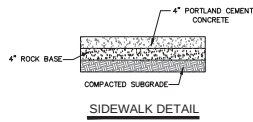
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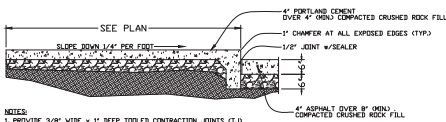
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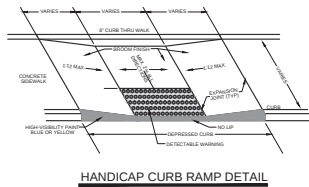
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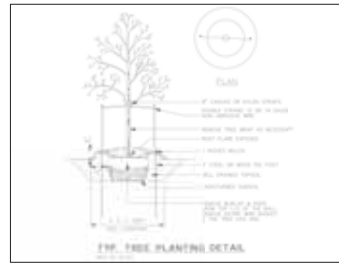
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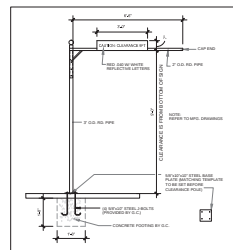
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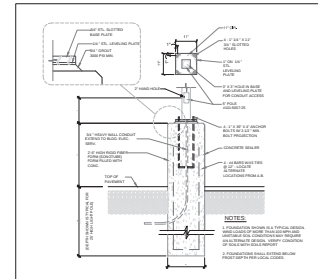
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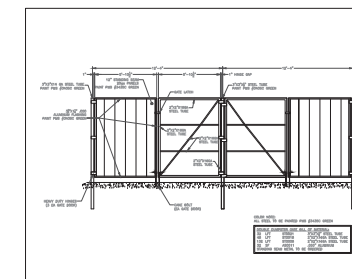
**LANDSCAPING CONTRACTOR SHALL ADHERE TO ANSI A300 Part 6 Planting and Transplanting Standards.**



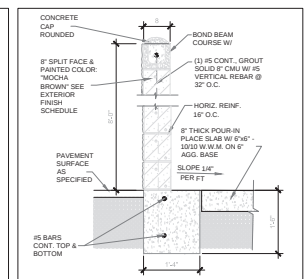
**CLEARANCE SIGN**  
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**LIGHT STANDARD DETAIL**  
NTS



**DUMPSTER ENCLOSURE & GATE ELEV.**  
NTS



**DUMPSTER WALL SECTION**  
NTS

# DETAILS **POPEYE'S CHICKEN** TO THE CITY OF DAVENPORT, IA

**GENERAL PROVISION**

**SECTION 7.02: SHEET METAL WORK**

1. SCOPE: FURNISH AND INSTALL GRAVEL STOPS, FLASHING, PARAPET CAPS, DOWNSPUTS, AND GUTTERS.

**A. ROOFING MEMBRANE FLASHING IS INCLUDED IN FLASHING.**

**B. MEMBRANE ROOFING.**

**MATERIALS**

1. MATERIALS SHEET METAL: .024 ALUMINUM.

2. NAIL FASTENERS: 1 3/4" x 1/4" GAUGE GALVANIZED, STAINLESS STEEL, OR ALUMINUM ROOFING NAILS MAY BE USED FOR FASTENERS INTO WOOD WHEN SPECIFIED ORS.

3. WASHERS: NEOPRENE

4. SCREW FASTENERS: CORROSION-RESISTANT, SELF-TAPPING, HEX HEAD SCREW, 1/4" MINIMUM DIAMETER WITH SUFFICIENT LENGTH TO PENETRATE 1/2" MINIMUM INTO ORS OR 1" MINIMUM INTO STEEL. PROVIDE NEOPRENE SEALING WASHER FOR EXPOSED FASTENING.

**PERFORMANCE**

1. INSTALLATION: EXPOSED FLASHINGS SHALL BE CONSTRUCTED TO MATCH JOINTS WITH MATERIALS, VERIFY WITH ROOFER CONTRACTOR MANAGER.

**PART 1 - GENERAL**

**1.0 SUBTITLES**

**A. SUBMIT FOR APPROVAL SAMPLES, SHOP DRAWINGS, PRODUCT DATA.**

**QUALITY ASSURANCE**

**A. COMPLY WITH GOVERNING CODES AND REGULATION PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SET FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.**

PART 2 - PRODUCTS (UC-4 SERIES, AS MANUFACTURED AND SPECIFIED BY UNA-CLAD, METAL ROOF SYSTEMS.)

**3.0 INSTALLATION**

- A. COMPLY WITH SMACNA SHEET METAL MANUAL RECOMMENDATIONS. COMPLY WITH ACCESSORY MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATION COORDINATE INSTALLATION WITH ROOFING SYSTEM TO ENSURE WEATHERTIGHT PERFORMANCE.**
- B. ANCHOR SECURELY TO STRUCTURE TO WITHSTAND INWARD AND OUTWARD LOADS.**
- C. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.**

## SECTION 9G: EFS

1.01 DESCRIPTION

A. DESIGN REQUIREMENTS: THE STRUCTURAL WALL SYSTEM FOR WHICH THE EPS IS ATTACHED SHALL MEET THE FOLLOWING MINIMUM ALLOWABLE DEFLECTION CRITERIA AND APPLICABLE BUILDING CODE REQUIREMENTS.

1.02 SUBMITTALS

A. SUBMIT SAMPLES FOR APPROVAL AS DIRECTED BY OWNER.

1.03 DELIVERY, STORAGE AND HANDLING

A. ALL EPS MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL SEALED CONTAINERS BEARING MANUFACTURER'S NAME AND IDENTIFICATION OF PRODUCT WITH WRITTEN APPLICATION INSTRUCTIONS AND APPROPRIATE HEALTH, SAFETY, AND SAFETY DATA.

B. ALL EPS READY-MADE MATERIALS SHALL BE PROTECTED FROM EXTEME HEAT, SUN AND FROST. FACTORY PROPORTIONED BAGGED MATERIALS SHALL BE STORED OFF THE GROUND AND PROTECTED FROM WEATHER.

1.11 WARRANTY

A. PROVIDE MANUFACTURER'S STANDARD LABOR AND MATERIAL WARRANTY.

A. DRY-IT SYSTEMS, INC.  
2.02 ADHESIVES

## ASTM C 678 TYPE I REQUIREMENTS, AND EIMA GUIDELINE SPECIFICATION FOR EXPANDED POLYSTYRENE (EPS) INSULATION BOARD.

2.05 REINFORCING MESHES

1. INTERMEDIATE MESH (MESH C) - NOMINAL 11.0 oz/sq.  
HIGH IMPACT, INTERMEDIATE, OR LOW WEAR CLASSIFIED

2.05 PRIMER

A. PRIMER

ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)

---



3A TYP. EIFS DETAIL

3B TYP. STUCCO DETAIL

ALTERNATE



| EXTERIOR FINISH NOTES                                                                                                                                                                                                                                                                         |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| STO COLORS                                                                                                                                                                                                                                                                                    |                    |
| NA10-0018 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                                                                 |                    |
| NA41-0001 - EXOTIC RED                                                                                                                                                                                                                                                                        |                    |
| NA10-0017 - MOCHA BROWN                                                                                                                                                                                                                                                                       |                    |
| DRYVIT COLORS                                                                                                                                                                                                                                                                                 |                    |
| POPE310205 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                                                                |                    |
| POPE310208 - EXOTIC RED                                                                                                                                                                                                                                                                       |                    |
| POPE310205 - MOCHA BROWN                                                                                                                                                                                                                                                                      |                    |
| E.I.F.S. WALL TEXTURE FINISH                                                                                                                                                                                                                                                                  |                    |
| Manuf.                                                                                                                                                                                                                                                                                        | Texture            |
| STO                                                                                                                                                                                                                                                                                           | STO ESSENCE SWAIRL |
| DRYVIT                                                                                                                                                                                                                                                                                        | QUARTZ PUTZ        |
| FINISH NOTES                                                                                                                                                                                                                                                                                  |                    |
| THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SUPP. VENDORS:                                                                                                                                                                                                                    |                    |
| <ul style="list-style-type: none"> <li>* STANDING SEAM ROOF</li> <li>* BALCONY RAILING</li> <li>* CLEARANCE BAR</li> <li>* MENU CANOPY</li> <li>* GUARD RAIL</li> <li>* Awnings</li> <li>* SHUTTERS</li> <li>* DUMPSTER GATES</li> <li>* INTERIOR LADDER</li> <li>* ENCLOSURE CAGE</li> </ul> |                    |
| THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND INSTALLED BY THE GENERAL CONTRACTOR                                                                                                                                                                                                           |                    |
| * EXTERIOR LADDER                                                                                                                                                                                                                                                                             |                    |

| POPEYES LOUISIANA KITCHEN      |                                                                   |                       |                       | EXTERIOR FINISH SCHEDULE |                |                   |
|--------------------------------|-------------------------------------------------------------------|-----------------------|-----------------------|--------------------------|----------------|-------------------|
| NEW CONSTRUCTION AND REIMAGING |                                                                   |                       |                       | UPDATE 1/12/24/2024      |                |                   |
| Work Item                      | Location                                                          | Supplier / Material   | Material              | Specification            | Color          | Finish / Notes    |
| EP-1                           | DRIVE WALLS                                                       |                       | PAINT OR EIFS FORMULA | #218-30                  | DELICATE LILAC | 10% Low Lust      |
| EP-2                           | DRIVE WALLS<br>CROWN / WALL SURFACE<br>ACCENT TRIM<br>ACCENT TRIM | BENJAMIN MOORE        | PAINT OR EIFS FORMULA | #2005-12                 | EXOTIC RED     | 10% Low Lust      |
| EP-3                           | ACCENT TRIM<br>ACCENT TRIM                                        |                       | EIFS / METAL / PAINT  | #1207-20                 | MEDIC BROWN    | 10% Low Lust      |
| EP-4                           | SHUTTERS                                                          | SHUTTERCONTRACTOR.COM | 14 1/2" WOOD / VINYL  | 12 - VINYL               | UNFINISHED     | 0% DENTABLE       |
|                                |                                                                   |                       | SHUTTERS (Roughing)   | 15 - VINYL               | UNFINISHED     | 0% DENTABLE       |
|                                |                                                                   |                       | 25 1/2" WOOD / VINYL  | SHUTTERS (Roughing)      |                |                   |
|                                |                                                                   |                       | SHUTTERS (Roughing)   |                          |                |                   |
| EP-5                           | DOOR / WINDOW                                                     | BENJAMIN MOORE        | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-6                           | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-7                           | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-8                           | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-9                           | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-10                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-11                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-12                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-13                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-14                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-15                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-16                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-17                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-18                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-19                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-20                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-21                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-22                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-23                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-24                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-25                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-26                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-27                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-28                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-29                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-30                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-31                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-32                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
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| EP-36                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
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| EP-40                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-41                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-42                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-43                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-44                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-45                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-46                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-47                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-48                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-49                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-50                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-51                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-52                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-53                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-54                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-55                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-56                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-57                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-58                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-59                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-60                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-61                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-62                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-63                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-64                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-65                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-66                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-67                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-68                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-69                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-70                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-71                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-72                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-73                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-74                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-75                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-76                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-77                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-78                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-79                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-80                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-81                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-82                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-83                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-84                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-85                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-86                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-87                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-88                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-89                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-90                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-91                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-92                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-93                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-94                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-95                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-96                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-97                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-98                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-99                          | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |
| EP-100                         | DOOR / WINDOW                                                     | PAINT                 | PAINT                 | #2000-10                 | RAINBOWS POLAR | 10 50% Semi Gloss |

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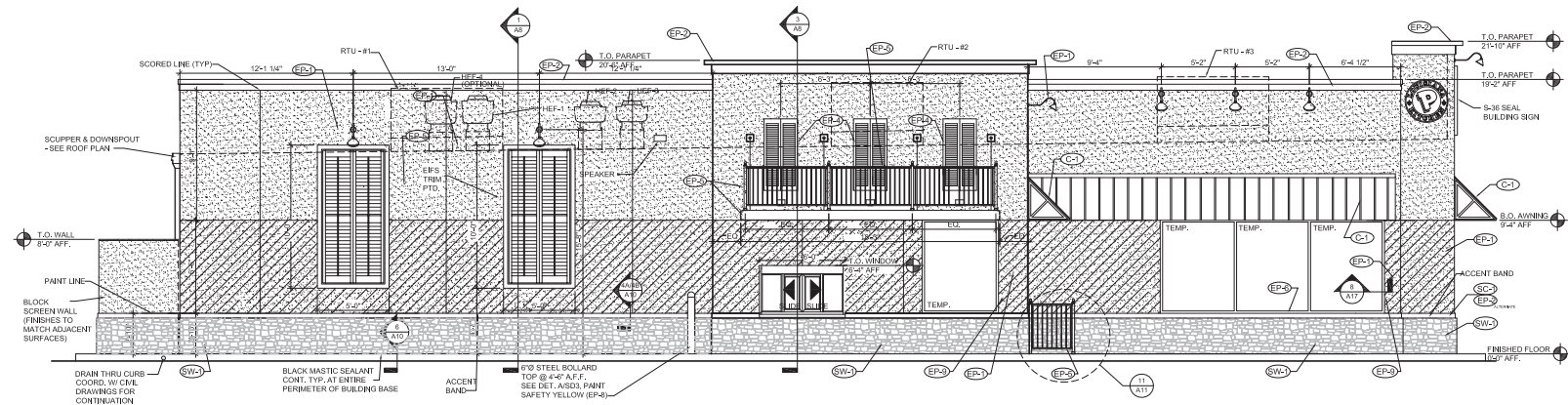
PLK 1562 HP PROTOTYPE  
POPEYES LOUISIANA KITCHEN  
WEST KORBENLY ROAD AND NORTH MARQUETTE STREET

CONSTRUCTION DRAWING  
FEBRUARY 4, 2016

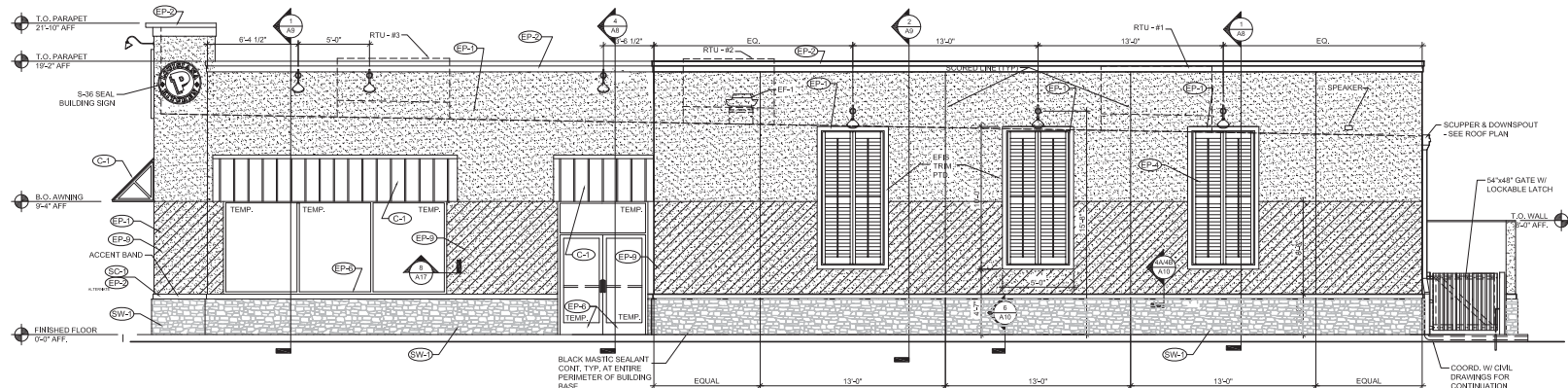
|                 |             |
|-----------------|-------------|
| DRAWN BY:       | P. JORDAN   |
| CHECKED BY:     | D. PETERSON |
| PROJECT NUMBER: | 15-0006     |

A5

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1  
A6  
1/4"=1'-0"



2  
A6  
1/4"=1'-0"

## SPECIFICATIONS

### SECTION 8A: ALUMINUM ENTRANCE, STOREFRONT

GENERAL PROVISIONS  
SCOPE: FURNISH AND INSTALL THE ALUMINUM ENTRANCE AND STOREFRONT SYSTEMS PER NATIONAL ACCOUNTS AND APPLICABLE DRAWINGS.

#### MATERIALS

1. ALUMINUM STOREFRONT AND ENTRANCE FRAMES: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
2. ALUMINUM ENTRANCE DOORS: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
3. PANIC HARDWARE: WHEN PANIC HARDWARE IS REQUIRED ON EXTERIOR DOORS, THE PANIC DEVICE IS ON EXTERIOR ENTRY DOORS WHEN SPECIFIED IN HARDWARE SCHEDULE.
4. DRIVE-THRU SERVICE WINDOW: THE DRIVE-THRU SERVICE WINDOW WILL BE SUPPLIED AND INSTALLED BY S.C. VERIFY EXACT TYPE OF WINDOW WITH PLANS. DARK BRONZE FINISH.

#### WINDOW TO BE:

- A. BASE BID - QUICK SERV M.C.E. WINDOW FLUSH MOUNT.

5. MISCELLANEOUS FLASHING/TRIM: ALUMINUM HEAD, SILL, COLUMN AND WALL TRIM. SEE EXTERIOR ELEVATIONS FOR FINISH.

PERFORMANCE  
1. INSTALLATION: INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION. PLACE IN CORRECT LOCATION AS SHOWN IN THE DETAILS. LEVEL, SQUARE, AND PLUMB AT PROPER ELEVATIONS AND IN ALIGNMENT WITH OTHER WORK. MAINTAIN SPACE IN HEAD POCKET FOR 1/4" HEAD DEFLECTION. INSURE FRAMING PROFILES MEET INSTALLATION REQUIREMENTS OF GLAZING UNITS TO MAINTAIN WARRANTY. SEE SECTION 8-0: GLAZING.

### SECTION 8D: GLAZING

GENERAL PROVISIONS  
1. SCOPE: FURNISH AND INSTALL GLASS IN STOREFRONT AND DRIVE-THRU SERVICE WINDOW.

#### MATERIALS

1. STOREFRONT GLAZING - REFER TO CONSTRUCTION DRAWINGS AND NOTES.
2. ALLOW FOR 1/4" MINIMUM HEAD DEFLECTION DUE TO LIVE LOAD.
3. GUARANTEES AND WARRANTIES: AT THE COMPLETION OF THE GLAZING, PROVIDE THE INSTALLATION WATERTIGHT BY SPRAYING ALL JOINTS WITH A GARDEN HOSE WITH NOZZLE SET FOR MAXIMUM PRESSURE. PROVIDE ADDITIONAL CAULKING OR SEALANT, OR RESET GLASS AS NECESSARY TO EFFECT A WATERTIGHT JOB.

| EXTERIOR FINISH NOTES                                                                                                                                                                                                                              |                   |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| BY TO COLORS                                                                                                                                                                                                                                       |                   |
| NK10-010 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                       |                   |
| NK10-001 - EXOTIC RED                                                                                                                                                                                                                              |                   |
| NK10-017 - MOCHA BROWN                                                                                                                                                                                                                             |                   |
| BY FINISH COLORS                                                                                                                                                                                                                                   |                   |
| POPE001001 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                     |                   |
| POPE001002 - EXOTIC RED                                                                                                                                                                                                                            |                   |
| POPE001003 - MOCHA BROWN                                                                                                                                                                                                                           |                   |
| E.I.F.S. WALL TEXTURE FINISH                                                                                                                                                                                                                       |                   |
| Material                                                                                                                                                                                                                                           | Texture           |
| STO                                                                                                                                                                                                                                                | STO ESSENCE SIBRL |
| DRYVIT                                                                                                                                                                                                                                             | QUARTZ PUTTY      |
| FINISH NOTES                                                                                                                                                                                                                                       |                   |
| THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SUPPLIERS:                                                                                                                                                                             |                   |
| <ul style="list-style-type: none"> <li>STANDING SEAM ROOF</li> <li>BALCONY RAILING</li> <li>CLEARANCE BARS</li> <li>MENU CANOPY</li> <li>GUARD RAIL</li> <li>AWNINGS</li> <li>SHUTTERS</li> <li>DUMPSITE GATES</li> <li>INTERIOR LADDER</li> </ul> |                   |
| EXTERIOR FINISH SCHEDULE                                                                                                                                                                                                                           |                   |
| THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND METALLED BY THE GENERAL CONTRACTOR                                                                                                                                                                 |                   |
| <ul style="list-style-type: none"> <li>EXTERIOR LADDER</li> </ul>                                                                                                                                                                                  |                   |

| POPEYES LOUISIANA KITCHEN      |                                     | EXTERIOR FINISH SCHEDULE |                                         |                   |                     |
|--------------------------------|-------------------------------------|--------------------------|-----------------------------------------|-------------------|---------------------|
| NEW CONSTRUCTION AND REMAINING |                                     | UPDATE: 11/24/2014       |                                         |                   |                     |
| Mark                           | Location                            | Supplier / Material      | Specification                           | Color             | Notes               |
| EP-1                           | MAIN WALL SURFACE                   |                          | PAINT OR EPS FORMULA #2188-30           | DELIGHTFUL GOLDEN | 185 Low Lustre      |
| EP-2                           | ACCENT TRIM                         |                          | PAINT OR EPS FORMULA #2088-10           | EXOTIC RED        | 185 Low Lustre      |
| EP-3                           | WAINSCOT BELOW ACCENT TRANSFER BLOC |                          | EPS/METAL/PANIT #2107-20                | MOCHA BROWN       | 185 Low Lustre      |
| EP-4                           | SHUTTERS                            | SHUTTERCONTRACTOR.COM    | 1 1/2" x 2 1/2" VINYL SHUTTERS (double) | UNFINISHED        | 030 - PAINTABLE     |
| EP-5                           | DRIVE THRU WINDOW                   |                          | 25 1/2" x 21" VINYL SHUTTERS (double)   | UNFINISHED        | 030 - PAINTABLE     |
| EP-6                           | STONE FRONT GLAZING                 | BENJAMIN MOORE           | PAINT #2040-10                          | RAINFORST POLAGE  | 170 Semi Gloss      |
| EP-7                           | DUMPSITE WALLS                      |                          | METAL/PANIT                             | REARVIEW          | 0-25 DTM Semi Gloss |
| EP-8                           | BOLARDS                             |                          | METAL/ALUMINUM/PAINT                    | SAFETY & ZONE     | 185 Low Lustre      |
| EP-9                           | ANTI GRABITTS                       | BENJAMIN MOORE           | PAINT                                   | ALPHATRIC KATY C  | 185 Low Lustre      |
| EP-10                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-11                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-12                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-13                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-14                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-15                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-16                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-17                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-18                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-19                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-20                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-21                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-22                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-23                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-24                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-25                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-26                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-27                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-28                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-29                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-30                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-31                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-32                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-33                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-34                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-35                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-36                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
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| EP-38                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-39                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-40                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-41                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-42                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-43                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-44                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-45                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
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| EP-50                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
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| EP-75                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-76                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-77                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-78                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-79                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-80                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-81                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-82                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-83                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-84                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-85                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-86                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-87                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-88                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
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| EP-95                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-96                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-97                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-98                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-99                          | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |
| EP-100                         | STONE WAINSCOT                      | BORAL STONE              | VERBETTA SIMULATED STONE MENER          | LEONARD STONE     | PLUMB CREEK         |



PETERSON ARCHITECTURE  
208 South 12th Street  
Suite 100  
Nashville, TN 37203  
P 615.259.5714  
F 615.259.5718  
info@petersonarch.com



FLK 1582 HP PROTOTYPE  
POPEYES LOUISIANA KITCHEN  
WEST KENSLEY ROAD AND NORTH HARGRETT STREET  
DAVENPORT, GA

CONSTRUCTION DRAWINGS  
FEBRUARY 4, 2016

DRAWN BY: P. JORDAN  
CHECKED BY: D. PETERSON  
PROJECT NUMBER: IS-0006

A6  
LEFT & RIGHT  
EXTERIOR ELEVATIONS

THESE DRAWINGS ARE GIVEN IN CONFIDENCE AND SHALL BE USED ONLY IN ACCORDANCE WITH THE INTENT OF THE CONTRACT.  
PETERSON ARCHITECTURE, P.C.  
1000 10TH AVENUE, SUITE 100  
NASHVILLE, TN 37203  
P 615.259.5714  
F 615.259.5718  
info@petersonarch.com

|             |           | APPROVED                   | APPROVED                    |  |  |  |  |  |  |
|-------------|-----------|----------------------------|-----------------------------|--|--|--|--|--|--|
| Name:       | Roll Call | FDP16-02<br>Springfest Co  | F16-03<br>Windmill Hill 2nd |  |  |  |  |  |  |
| Connell     | P         | Y                          | Y                           |  |  |  |  |  |  |
| D'Autremont | EX        |                            |                             |  |  |  |  |  |  |
| Elgatian    | P         | Y                          | Y                           |  |  |  |  |  |  |
| Hepner      | P         | Y                          | Y                           |  |  |  |  |  |  |
| Inghram     | P         |                            |                             |  |  |  |  |  |  |
| Kelling     | EX        |                            |                             |  |  |  |  |  |  |
| Lammers     | P         | Y                          | Y                           |  |  |  |  |  |  |
| Maness      | P         | Y                          | Y                           |  |  |  |  |  |  |
| Martinez    | EX        |                            |                             |  |  |  |  |  |  |
| Quinn       | P         | Y                          | Y                           |  |  |  |  |  |  |
| Tallman     | P         | Y                          | Y                           |  |  |  |  |  |  |
|             |           | 7-YES<br>0-NO<br>0-ABSTAIN | 7-YES<br>0-NO<br>0-ABSTAIN  |  |  |  |  |  |  |



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

**Meeting Date:** March 1, 2016  
**Request:** Final Development Plan approval for a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building.  
**Location:** Northwest corner of West Kimberly Road and Marquette Street (3918 and 3906 Marquette Street).  
**Case No.:** FDP16-02  
**Applicant:** Mike Richmond with Townsend Engineering

**Recommendation:**

Staff recommends the City Plan and Zoning Commission forward Case No FDP16-02 to the City Council with a recommendation for approval without any special conditions.

**Introduction:**

Petition of Mike Richmond with Townsend Engineering for a Final Development Plan approval for a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building on 1.32 acres. The property is located at northwest corner of West Kimberly Road and Marquette Street.

**AREA CHARACTERISTICS:**

*Zoning Map*



 Subject Property



*Land Use Map*



 Subject Property



**Background:****Comprehensive Plan:**

Within Existing Urban Service Area: Yes

Within Urban Service Area 2025: Yes

Proposed Land Use Designation: Commercial Corridor (CC)

*Commercial Corridor (CC) identifies areas which are a) generally commercial in nature, b) oriented toward a major corridor, c) more intense than CN – Commercial Neighborhood, and d) less intense than CR – Commercial Retail. This category can be considered a transition between a “residential corridor” and a “commercial district.” Higher density commercial uses are allowed with limited residential uses.*

*1. Strengthen the existing built environment.*

*b. Reduce the number of underoccupied, abandoned, or vacant buildings/properties through adaptive reuse and infill.*

*d. Increase the number of mixed-use neighborhoods and districts.*

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

**Zoning:**

The property is currently zoned “PDD” Planned Development District. The subject property was rezoned to, which rezoned (Ordinance No. 86-517) from “C-1” and “R-3” to “C-3” Planned Shopping District in November 1986 (refer to Exhibit H).

The City recently administratively rezoned all properties from “C-3” Planned Commercial District to “PDD” Planned Development District because the “C-3” was no longer in the Zoning Ordinance.

**Technical Review:**

Streets. West Kimberly Road is classified as a principal arterial and Marquette Street is classified as a minor arterial. No changes to the existing streets are anticipated. The recorded subdivision plat prohibits additional driveways to West Kimberly Road and Marquette Street.

Storm Water. There is a combination 15” and 12” storm sewer located on the property, presently serving the existing vacant former K's Merchandise building.

Sanitary Sewer. There is an existing 8” sanitary sewer located within an easement along the north property line.

Other Utilities. There are multiple existing overhead electric lines located within the area.

Emergency Services. The subject property is located approximately one (1) mile west of Fire Station No. 3 (3506 Harrison 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 Development Plan.

**Discussion:**

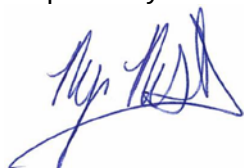
The petitioner is proposing to redevelop this portion of the property with a one story, 3,360 square foot restaurant and a one story, 4,000 square foot retail building on 1.32 acres.

The freestanding signs depicted on the Final Development Plan would be required to meet a 10 foot setback from the West Kimberly Road and Marquette Street right of ways.

**Staff Recommendation:**

Staff recommends the City Plan and Zoning Commission forward Case No FDP16-02 to the City Council with a recommendation for approval without any special conditions.

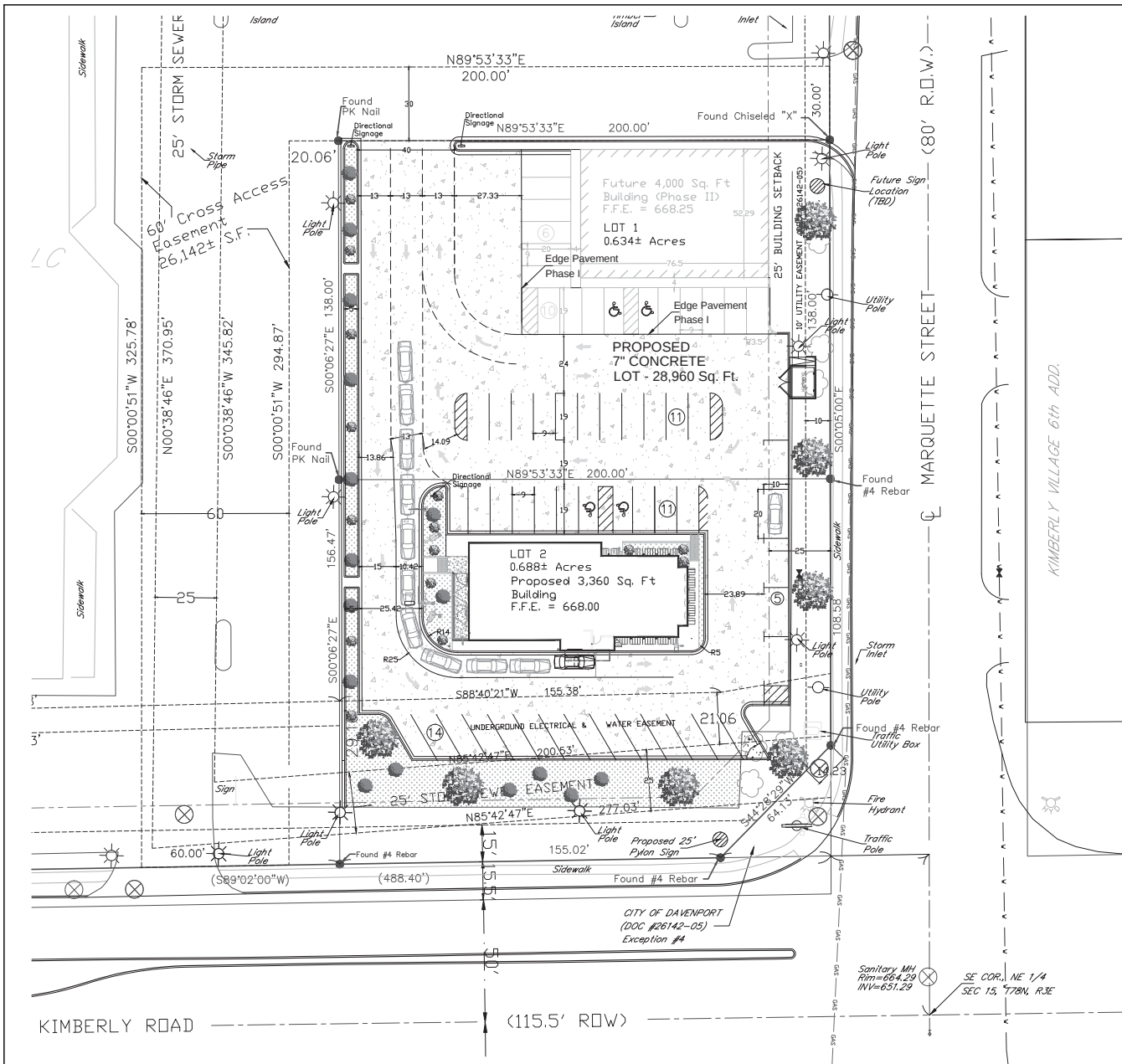
Prepared by:

A handwritten signature in blue ink, appearing to read 'Ryan Rusnak', with a stylized flourish at the end.

Ryan Rusnak, AICP  
Planner III

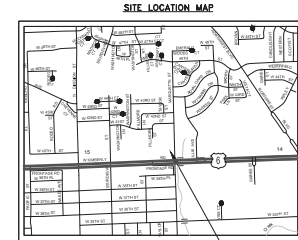
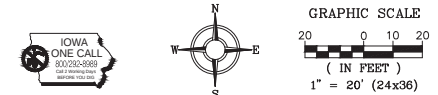
Attachments:

Proposed Final Development Plan



# SITE PLAN POPEYE'S CHICKEN

TO THE CITY OF DAVENPORT, IA



APPROXIMATE SITE LOCATION

## GENERAL NOTES

- ALL IMPROVEMENTS SHOWN ON THESE ENGINEERING PLANS SHALL COMPLY WITH THE CITY OF DAVENPORT STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, LATEST EDITION, AND THE STANDARDS OF THE IOWA DEPARTMENT OF NATURAL RESOURCES, LATEST EDITION.
- LEGAL DESCRIPTION OF PROPERTY: LOTS 1 AND 2 OF OLD K'S SUBDIVISION, AN ADDITION TO THE CITY OF DAVENPORT, SCOTT COUNTY, IOWA.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES AND PAVED STREETS, INCLUDING ANY NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER IF ANY CONFLICTS WITH THE DRAWINGS OCCUR. ANY DAMAGE TO EXISTING UTILITIES AND/OR PAVED STREETS CAUSED BY TRENCHING AND GRADING OPERATIONS SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. EXISTING UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF DAVENPORT AND THE ENGINEER 48 HOURS PRIOR TO COMMENCEMENT OF ANY WORK.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES WITHIN THE CONSTRUCTION AREAS. DO NOT ALLOW WATER TO DRAIN OR TO POND ONTO ADJOINING PROPERTY OR PUBLIC RIGHT-OF-WAY.
- ALL DEBRIS RESULTING FROM CONSTRUCTION OPERATIONS SHALL BE PROPERLY DISPOSED OF OFF-SITE.
- CONCRETE PAVEMENT SHALL CONFORM TO THE REQUIREMENTS OF IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR HIGHWAYS AND BRIDGE CONSTRUCTION, SECTION 2301, PORTLAND CEMENT CONCRETE PAVEMENT. CONCRETE PAVEMENT WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CITY OF DAVENPORT STANDARDS AND SPECIFICATIONS.
- ALL SOIL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL CONFORM TO THE IOWA CONSTRUCTION SITE EROSION CONTROL MANUAL, LATEST EDITION.
- NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, UNLESS OTHERWISE NOTED.

| LEGEND:              |                       |                       |  |
|----------------------|-----------------------|-----------------------|--|
| EXISTING             | EXISTING GAS VALVE    | EXISTING CONTOUR LINE |  |
| SEWER LINE           | EXISTING WATER VALVE  | EXISTING CONTOUR LINE |  |
| CENTERLINE           | EXISTING UTILITY POLE | PROPOSED CONTOUR LINE |  |
| PROPERTY BOUNDARY    | EXISTING LIGHT POLE   |                       |  |
| EXISTING FENCE       | EXISTING TREE         |                       |  |
| EXISTING SANITARY    | EXISTING BUSH         |                       |  |
| PROPOSED SANITARY    | EXISTING MANHOLE      |                       |  |
| EXISTING STORM SEWER | EXISTING FIRE HYDRANT |                       |  |
| PROPOSED STORM SEWER | FOUND PROPERTY PIN    |                       |  |
| EXISTING WATER       | CONTROL POINT         |                       |  |
| PROPOSED WATER       |                       |                       |  |
| EXISTING GAS LINE    |                       |                       |  |
| EXISTING ELECTRIC    |                       |                       |  |

## Sheet Index:

- C1 - Site Plan
- C2 - Demolition Plan
- C3 - Grading Plan
- C4 - Utility Plan
- C5 - Erosion Plan
- C6 - Typical Details



I hereby certify that this Engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Christopher R. Townsend, P.E.  
License Number: 14894  
My license renewal date is December 31, 2018  
Plans or sheets covered by this seal:

SHEET NO.

C1



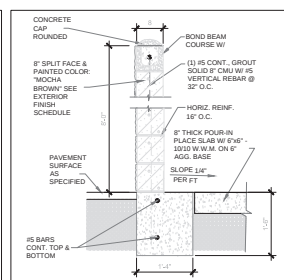
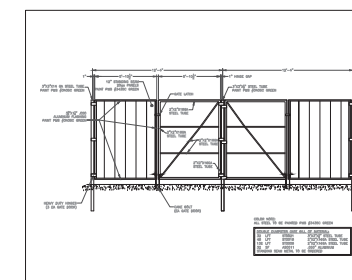
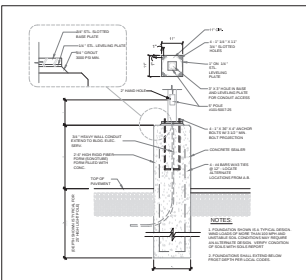
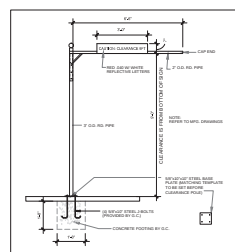
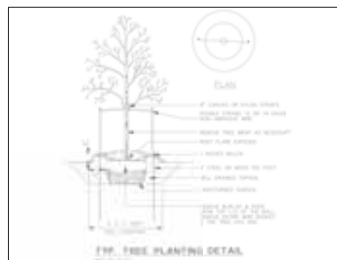
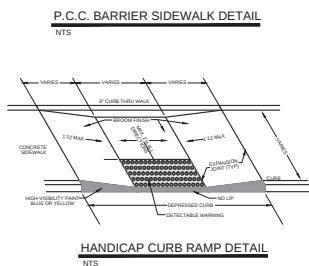
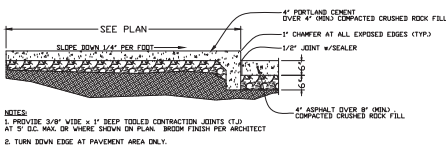
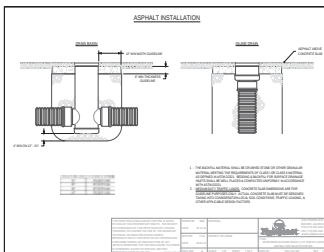
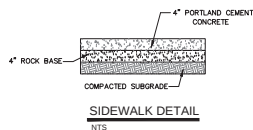
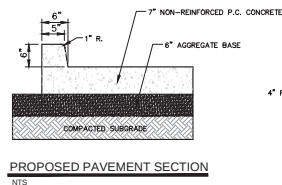
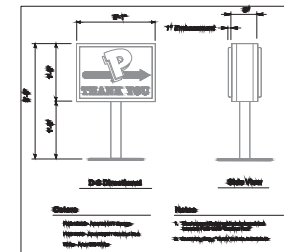
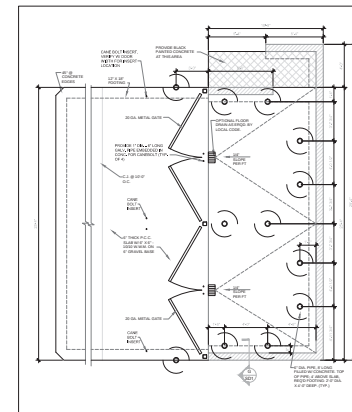
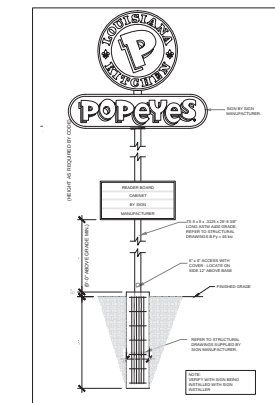
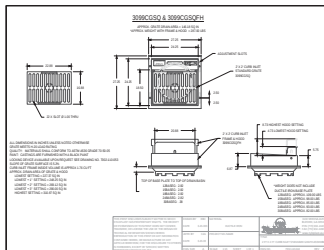
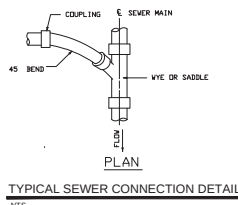
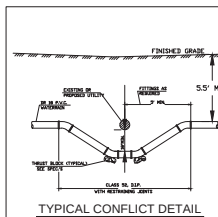
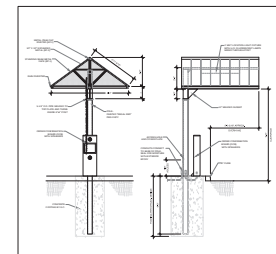
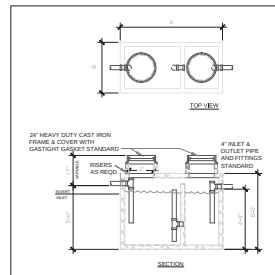
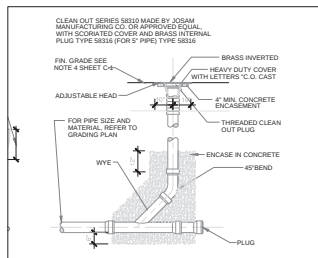
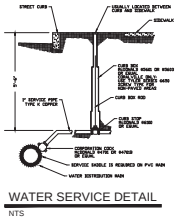
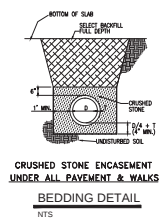
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CHECKED BY: CRT  
DRAWING LOCATION  
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| NO. | REVISIONS:<br>DESCRIPTION | DATE |
|-----|---------------------------|------|
|     |                           |      |
|     |                           |      |
|     |                           |      |

PROJECT  
SITE PLAN  
POPEYE'S CHICKEN  
DAVENPORT, IA

DEVELOPER  
POPEYE'S LOUISIANA CHICKEN  
2951 MONTVALE DR, SUITE A  
SPRINGFIELD, IL 62704



# DETAILS POPEYE'S CHICKEN TO THE CITY OF DAVENPORT, IA

## DIRECTIONAL SIGN



NOTE: SIGNS SHALL MEET ALL OF THE REQUIREMENTS OF THE IOWA ADMINISTRATIVE CODE, LATEST EDITION FOR HANDICAPPED PARKING SIGNS.

## ADA PARKING SIGN INSTALLATION

Landscaping contractor shall adhere to ANSI A300 Part 6 Planting and Transplanting Standards.

## CLEARANCE SIGN

## LIGHT STANDARD DETAIL

## DUMPSTER ENCLOSURE & GATE ELEV.

## DUMPSTER WALL SECTION



DATE: 02/05/16 TE PROJECT NO: Woli-Popeye  
563 386.4236 386.4231  
2224 East 12th Street, Davenport, IA 52603

DRAWN BY: MDR  
CHECKED BY: CRT  
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PROJECT: DETAILS  
POPEYE'S CHICKEN  
DAVENPORT, IA

DEVELOPER: POPEYE'S LOUISIANA CHICKEN  
2951 MONTVALE DR, SUITE A  
SPRINGFIELD, IL 62704

SHEET NO. C6

**GENERAL PROVISION**

**SECTION 7.2: SHEET METAL WORK**

1. SCOPE: FURNISH AND INSTALL GRAVEL STOPS, FLASHING, PARAPET CAPS, DOWNSPUTS, AND GUTTERS.

2. ROOFING MEMBRANE FLASHING IS INCLUDED IN FLASHING.

7.2.1: MEMBRANE ROOFING.

**MATERIALS**

1. MATERIALS SHEET METAL: .024 ALUMINUM.

2. NAIL FASTENERS: 1 3/4" x 1/4" GAUGE GALVANIZED, STAINLESS STEEL, OR ALUMINUM ROOFING NAILS MAY BE USED FOR FASTENERS INTO WOOD WHEN SPECIFIED USE.

3. WASHERS: NEOPRENE

4. SCREW FASTENERS: CORROSION-RESISTANT, SELF-TAPPING, HEX HEAD SCREW, 1/4" MINIMUM DIAMETER WITH SUFFICIENT LENGTH TO PENETRATE 1/2" MINIMUM INTO OR THROUGH SUBSTRATE. PROVIDE NEOPRENE SEALING WASHER FOR EXPOSED FASTENING.

**PERFORMANCE**

1. INSTALLATION: EXPOSED FLASHINGS SHALL BE CONSTRUCTED TO MATCH JOINT MATERIALS, VERIFY WITH FORESTER CONNECTION MANAGER.

**PART 1 - GENERAL**

**1.0 SUBTITLES**

**A. SUBMIT FOR APPROVAL SAMPLES, SHOP DRAWINGS, PRODUCT DATA.**

**QUALITY ASSURANCE**

**A. COMPLY WITH GOVERNING CODES AND REGULATION PROVIDE PRODUCTS OF ACCEPTABLE MANUFACTURERS WHICH HAVE BEEN IN SATISFACTORY USE IN SIMILAR SET FOR THREE YEARS. USE EXPERIENCED INSTALLERS. DELIVER, HANDLE, STORE MATERIALS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.**

PART 2 - PRODUCTS (UC-4 SERIES, AS MANUFACTURED AND SPECIFIED BY UNA-CLAD, METAL ROOF SYSTEMS.)

**3.0 INSTALLATION**

- A. COMPLY WITH SMACNA SHEET METAL MANUAL RECOMMENDATIONS. COMPLY WITH ACCESSORY MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATION COORDINATE INSTALLATION WITH ROOFING SYSTEM TO ENSURE WEATHERTIGHT PERFORMANCE.**
- B. ANCHOR SECURELY TO STRUCTURE TO WITHSTAND INWARD AND OUTWARD LOADS.**
- C. ISOLATE DISSIMILAR METALS TO PREVENT GALVANIC CORROSION.**

## SECTION 9G: EFS

1.01 DESCRIPTION

A. DESIGN REQUIREMENTS: THE STRUCTURAL WALL SYSTEM FOR WHICH THE EPS IS ATTACHED SHALL MEET THE FOLLOWING MINIMUM ALLOWABLE DEFLECTION CRITERIA AND APPLICABLE BUILDING CODE REQUIREMENTS.

1.02 SUBMITTALS

A. SUBMIT SAMPLES FOR APPROVAL AS DIRECTED BY OWNER.

1.03 DELIVERY, STORAGE AND HANDLING

A. ALL EPS MATERIALS SHALL BE DELIVERED IN THEIR ORIGINAL SEALED CONTAINERS BEARING MANUFACTURER'S NAME AND IDENTIFICATION OF PRODUCT WITH WRITTEN APPLICATION INSTRUCTIONS AND APPROPRIATE HEALTH, SAFETY, AND SAFETY DATA.

B. ALL EPS READY-MADE MATERIALS SHALL BE PROTECTED FROM EXTEME HEAT, SUN AND FROST. FACTORY PROPORTIONED BAGGED MATERIALS SHALL BE STORED OFF THE GROUND AND PROTECTED FROM WEATHER.

1.11 WARRANTY

A. PROVIDE MANUFACTURER'S STANDARD LABOR AND MATERIAL WARRANTY.

A. DRY-IT SYSTEMS, INC.  
2.02 ADHESIVES

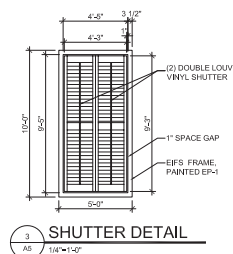
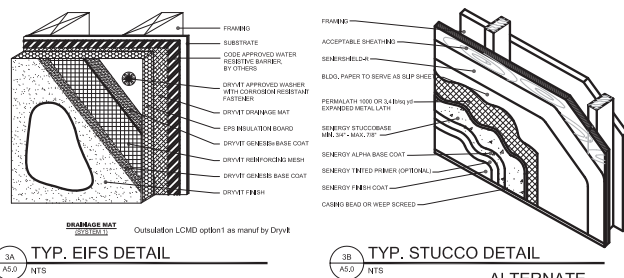
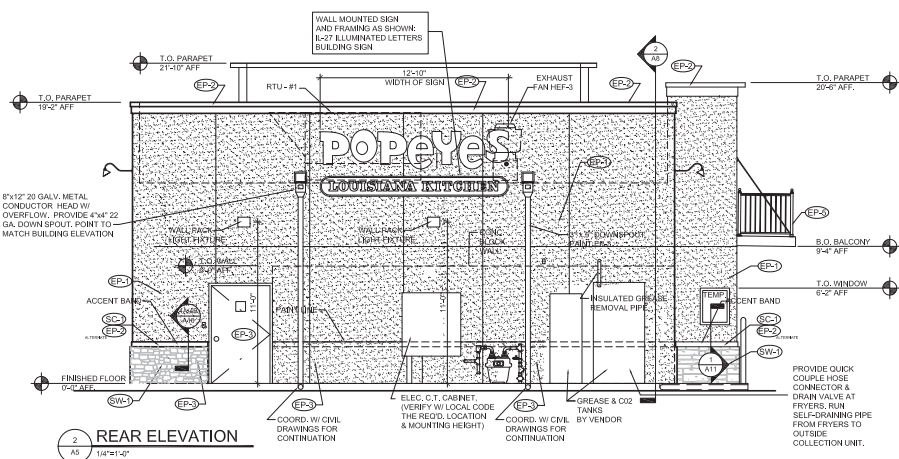
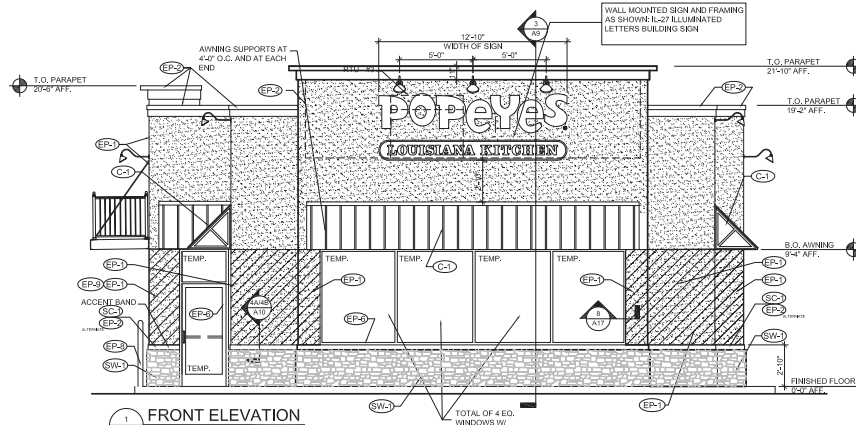
A. NOMINAL 1.0 lb/cubic feet (16 kg/cubic meter) EXPANDED POLYSTYRENE (EPS) INSULATION BOARD IN COMPLIANCE WITH ASTM C 578 TYPE I REQUIREMENTS, AND EIMA GUIDELINE

A. ONE-COMPONENT POLYMER MODIFIED CEMENTITIOUS BASE COAT WITH FIBER REINFORCEMENT AND LESS THAN PORTLAND CEMENT CONTENT BY WEIGHT.

1. MESH - NOMINAL 4.0 oz/sq.yd. (163 g/sq.meter).  
SYMMETRICAL, INTERLACED OPEN-WEAVE GLASS FIBER  
FABRIC MADE WITH MINIMUM 25 PERCENT BY WEIGHT

HIGH IMPACT, INTERWOVEN, OPEN WEAVE GLASS FIBER FABRIC WITH ALKALINE RESISTANT COATING FOR COMPATIBILITY WITH DRYVIT MATERIALS.

ACRYLIC BASED PRIMER (FOR ACRYLIC BASED FINISHES)



| EXTERIOR FINISH NOTES                                                                                                                                                                                                                                                                         |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| STO COLORS                                                                                                                                                                                                                                                                                    |                   |
| NA10-0016 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                                                                 |                   |
| NA01-0001 - EXOTIC RED                                                                                                                                                                                                                                                                        |                   |
| NA10-0017 - MOCHA BROWN                                                                                                                                                                                                                                                                       |                   |
| DRYVET COLORS                                                                                                                                                                                                                                                                                 |                   |
| POPEB310205 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                                                               |                   |
| POPEB310205 - EXOTIC RED                                                                                                                                                                                                                                                                      |                   |
| POPEB310205 - MOCHA BROWN                                                                                                                                                                                                                                                                     |                   |
| E.I.F.S. WALL TEXTURE FINISH                                                                                                                                                                                                                                                                  |                   |
| Manuf.                                                                                                                                                                                                                                                                                        | Texture           |
| STO                                                                                                                                                                                                                                                                                           | STO ESSENCE SWRL. |
| DRYVET                                                                                                                                                                                                                                                                                        | QUARTZ PUTZ       |
| FINISH NOTES                                                                                                                                                                                                                                                                                  |                   |
| FROM THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED BOB VENDORS:                                                                                                                                                                                                                 |                   |
| <ul style="list-style-type: none"> <li>* STANDING SEAM ROOF</li> <li>* BALCONY RAILING</li> <li>* CLEARANCE BAR</li> <li>* MENU CANOPY</li> <li>* GUARD RAIL</li> <li>* ASPHALT</li> <li>* SHUTTERS</li> <li>* DUMPSITE GATES</li> <li>* INTERIOR LADDER</li> <li>* ENCLOSURE GATE</li> </ul> |                   |
| THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND INSTALLED BY THE GENERAL CONTRACTOR                                                                                                                                                                                                           |                   |
| <ul style="list-style-type: none"> <li>* EXTERIOR LADDER</li> </ul>                                                                                                                                                                                                                           |                   |

| POPEYES LOUISIANA KITCHEN     |                                                                                       |                            |                                                                         | EXTERIOR FINISH SCHEDULE               |                 |                    |
|-------------------------------|---------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------|----------------------------------------|-----------------|--------------------|
| NEW CONSTRUCTION AND REMAKING |                                                                                       |                            |                                                                         | UPDATE 11/24/2014                      |                 |                    |
| Item                          | Location                                                                              | Supplier/Brand             | Material                                                                | Specifications                         | Color           | Units/Notes        |
| EP-1                          | MADE WOOD SIDING                                                                      |                            | PAINT OR EIFS FORMULA                                                   | K2150-30                               | DELIGHTFUL GOLD | 185 Low Lustre     |
| EP-2                          | CROWN WOOD SURFACE<br>ACQUITY PANICOT<br>ACQUITY TREK<br>ACQUITY TREK<br>ACQUITY TREK | BENJAMIN MOORE             | PAINT OR EIFS FORMULA                                                   | K2095-10                               | EXACT RED       | 185 Low Lustre     |
| EP-3                          | ACQUITY TREK<br>ACQUITY TREK<br>ACQUITY TREK                                          |                            | EIFS (MADE WOOD)                                                        | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-4                          | SHUTTERS                                                                              | SHUTTERCONTRACTOR.COM      | 14 1/2" WOOD SHUTTERS<br>25 1/2" WOOD SHUTTERS<br>14 1/2" WOOD SHUTTERS | L2 - VINYL<br>L2 - VINYL<br>L2 - VINYL | UNFINISHED      | 800 - PAINTABLE    |
| EP-5                          | SHUTTERS                                                                              | BENJAMIN MOORE             | PAINT                                                                   | K2040-10                               | RAMPAGE POLICE  | 170 Semi-Gloss     |
| EP-6                          | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | RAIL 8505                              | HEINZ GREEN     | 150K/HT            |
| EP-7                          | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2040-10                               | POULICE         | 20-2175 Semi-Gloss |
| EP-8                          | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2040-10                               | POULICE         | 21-2175 Semi-Gloss |
| EP-9                          | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-10                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-11                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-12                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-13                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-14                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-15                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-16                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-17                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-18                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-19                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-20                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-21                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-22                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-23                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-24                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-25                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-26                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-27                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-28                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-29                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-30                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-31                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-32                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-33                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-34                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-35                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-36                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-37                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-38                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-39                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-40                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-41                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-42                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-43                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-44                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-45                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-46                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-47                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-48                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-49                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-50                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-51                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-52                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-53                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-54                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-55                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-56                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-57                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-58                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-59                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-60                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-61                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-62                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-63                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-64                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-65                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-66                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-67                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-68                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-69                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-70                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-71                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-72                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-73                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-74                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-75                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-76                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-77                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-78                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-79                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-80                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-81                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-82                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-83                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-84                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-85                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-86                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-87                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-88                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-89                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-90                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-91                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-92                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-93                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-94                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-95                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-96                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-97                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-98                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-99                         | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-100                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-101                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-102                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-103                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-104                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-105                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-106                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-107                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-108                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-109                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-110                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-111                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-112                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-113                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-114                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-115                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-116                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-117                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-118                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-119                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-120                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-121                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-122                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-123                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-124                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-125                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-126                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-127                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-128                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-129                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-130                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-131                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-132                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-133                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-134                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-135                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-136                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lustre     |
| EP-137                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | REAR MK                                | BROWNSTONE      | 21-2175 Semi-Gloss |
| EP-138                        | CH-17 WINDOW<br>CARTHAGE AND RAININGS                                                 | RAILROAD VENDOR TRUCK DRUM | METAL POWDER COAT                                                       | K2107-20                               | MOCHA BROWN     | 185 Low Lust       |

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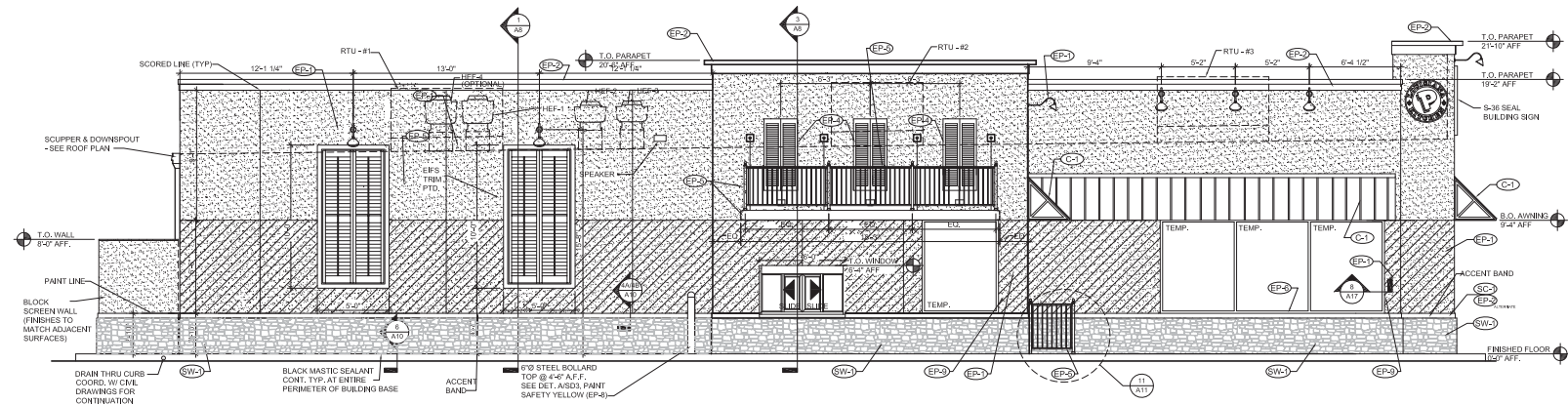
PLK 1562 HP PROTOTYPE  
POPEYES LOUISIANA KITCHEN  
WEST KIMBERLY ROAD AND NORTH MARQUETTE STREET  
DAVENPORT, IOWA

CONSTRUCTION DRAWINGS  
FEBRUARY 4, 2016

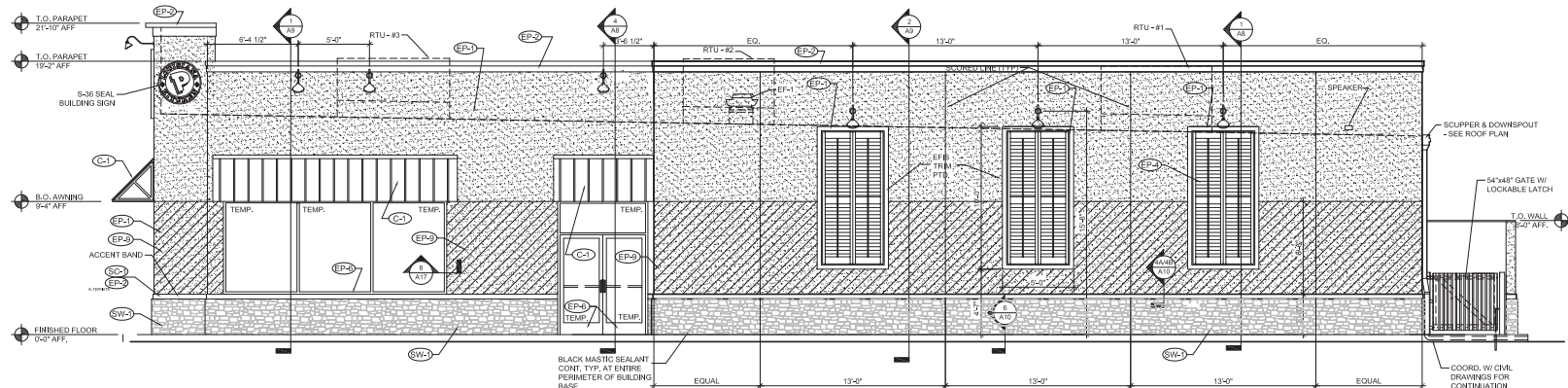
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|----------------|------------|
| DRAWN BY       | P JORDAN   |
| CHECKED BY     | D PETERSON |
| PROJECT NUMBER | B-0006     |

**A5**  
FRONT & REAR EXTERIOR  
ELEVATIONS

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1  
A6  
1/4"=1'-0"



2  
A6  
1/4"=1'-0"

## SPECIFICATIONS

### SECTION 8A: ALUMINUM ENTRANCE, STOREFRONT

GENERAL PROVISIONS  
SCOPE: FURNISH AND INSTALL THE ALUMINUM ENTRANCE AND STOREFRONT SYSTEMS PER NATIONAL ACCOUNTS AND APPLICABLE DRAWINGS.

#### MATERIALS

1. ALUMINUM STOREFRONT AND ENTRANCE FRAMES: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
2. ALUMINUM ENTRANCE DOORS: REFER TO CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
3. PANIC HARDWARE: WHEN PANIC HARDWARE IS REQUIRED ON EXTERIOR DOORS, THE PANIC DEVICE IS ON EXTERIOR ENTRY DOORS WHEN SPECIFIED IN HARDWARE SCHEDULE.
4. DRIVE-THRU SERVICE WINDOW: THE DRIVE-THRU SERVICE WINDOW WILL BE SUPPLIED AND INSTALLED BY S.C. VERIFY EXACT TYPE OF WINDOW WITH PLANS. DARK BRONZE FINISH.

#### WINDOW TO BE:

- A. BASE BID - QUICK SERV M.C.E. WINDOW FLUSH MOUNT.

5. MISCELLANEOUS FLASHING/TRIM: ALUMINUM HEAD, SILL, COLUMN AND WALL TRIM. SEE EXTERIOR ELEVATIONS FOR FINISH.

PERFORMANCE  
1. INSTALLATION: INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTION. PLACE IN CORRECT LOCATION AS SHOWN IN THE DETAILS. LEVEL, SQUARE, AND PLUMB AT PROPER ELEVATIONS AND IN ALIGNMENT WITH OTHER WORK. MAINTAIN SPACE IN HEAD POCKET FOR 1/4" HEAD DEFLECTION. INSURE FRAMING PROFILES MEET INSTALLATION REQUIREMENTS OF GLAZING UNITS TO MAINTAIN WARRANTY. SEE SECTION 8-0: GLAZING.

### SECTION 8D: GLAZING

GENERAL PROVISIONS  
1. SCOPE: FURNISH AND INSTALL GLASS IN STOREFRONT AND DRIVE-THRU SERVICE WINDOW.

#### MATERIALS

1. STOREFRONT GLAZING - REFER TO CONSTRUCTION DRAWINGS AND NOTES.
2. ALLOW FOR 1/4" MINIMUM HEAD DEFLECTION DUE TO LIVE LOAD.
3. GUARANTEES AND WARRANTIES: AT THE COMPLETION OF THE GLAZING, PROVIDE THE INSTALLATION WATERTIGHT BY SPRAYING ALL JOINTS WITH A GARDEN HOSE WITH NOZZLE SET FOR MAXIMUM PRESSURE. PROVIDE ADDITIONAL CAULKING OR SEALANT, OR RESET GLASS AS NECESSARY TO EFFECT A WATERTIGHT JOB.

| EXTERIOR FINISH NOTES                                                                                                                                                                                                                            |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| BY TO COLORS                                                                                                                                                                                                                                     |                    |
| NK10-010 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                     |                    |
| NK10-001 - EXOTIC RED                                                                                                                                                                                                                            |                    |
| NK10-017 - MOCHA BROWN                                                                                                                                                                                                                           |                    |
| BY FINISH COLORS                                                                                                                                                                                                                                 |                    |
| POPE001001 - DELIGHTFUL GOLDEN                                                                                                                                                                                                                   |                    |
| POPE001002 - EXOTIC RED                                                                                                                                                                                                                          |                    |
| POPE001003 - MOCHA BROWN                                                                                                                                                                                                                         |                    |
| E.I.F.S. WALL TEXTURE FINISH                                                                                                                                                                                                                     |                    |
| Material                                                                                                                                                                                                                                         | Texture            |
| STO                                                                                                                                                                                                                                              | STO ESSENCE SIBIRL |
| DRYVIT                                                                                                                                                                                                                                           | GUARD FLOOR        |
| FINISH NOTES                                                                                                                                                                                                                                     |                    |
| THE FOLLOWING COMPONENTS CAN BE PURCHASED FROM THE APPROVED SUPPLIERS:                                                                                                                                                                           |                    |
| <ul style="list-style-type: none"> <li>STANDING SEAM ROOF</li> <li>BALCONY RAILING</li> <li>CLEARANCE BARS</li> <li>MENU CANOPY</li> <li>GUARD RAIL</li> <li>AWNINGS</li> <li>SHUTTERS</li> <li>DUMPER GATES</li> <li>INTERIOR LADDER</li> </ul> |                    |
| E.I.F.S. WALL TEXTURE FINISH                                                                                                                                                                                                                     |                    |
| THE FOLLOWING COMPONENTS TO BE MANUFACTURED AND METALLED BY THE GENERAL CONTRACTOR                                                                                                                                                               |                    |
| <ul style="list-style-type: none"> <li>EXTERIOR LADDER</li> </ul>                                                                                                                                                                                |                    |

| POPEYES LOUISIANA KITCHEN      |                                     | EXTERIOR FINISH SCHEDULE |                                         |                    |                              |
|--------------------------------|-------------------------------------|--------------------------|-----------------------------------------|--------------------|------------------------------|
| NEW CONSTRUCTION AND REMAINING |                                     | UPDATE 11/24/2014        |                                         |                    |                              |
| Mark                           | Location                            | Supplier / Material      | Specification                           | Color              | Notes                        |
| EP-1                           | MAIN WALL SURFACE                   |                          | PAINT OR EPS FORMULA #2188-30           | DELIGHTFUL GOLDEN  | 185 Low Lustre               |
| EP-2                           | ACCENT TRIM                         |                          | PAINT OR EPS FORMULA #2088-10           | EXOTIC RED         | 185 Low Lustre               |
| EP-3                           | WAINSCOT BELOW ACCENT TRANSFER BLOC |                          | EPS / METAL / PAINT #2107-20            | MOCHA BROWN        | 185 Low Lustre               |
| EP-4                           | SHUTTERS                            | SHUTTERCONTRACTOR.COM    | 1 1/2" x 2 1/2" VINYL SHUTTERS (double) | UNFINISHED         | 030 - PAINTABLE              |
| EP-5                           | DRIVE THRU WINDOW                   |                          | 1 1/2" x 2 1/2" VINYL SHUTTERS (double) | UNFINISHED         | 030 - PAINTABLE              |
| EP-6                           | STONE FRONT GLAZING                 | BENJAMIN MOORE           | PAINT #2040-10                          | RAINFORST POLAR    | 170 Semi Gloss               |
| EP-7                           | DUMPER WALLS / GATES                | BENJAMIN MOORE           | PAINT #2040-10                          | RAINFORST POLAR    | 170 Semi Gloss               |
| EP-8                           | ROLLERS                             |                          | SAFETY & ZONE ACRYLIC (C-MAN) 10        | RAIN SAFETY YELLOW | 185-10                       |
| EP-9                           | ANTI GRABITTS                       | BENJAMIN MOORE           | PAINT #2040-10                          | RAINFORST POLAR    | 170 Semi Gloss               |
| EP-10                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-11                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-12                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-13                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-14                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-15                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-16                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-17                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-18                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-19                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-20                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-21                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-22                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-23                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-24                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-25                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-26                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-27                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-28                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-29                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-30                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-31                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-32                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-33                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-34                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-35                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-36                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-37                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-38                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-39                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-40                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-41                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-42                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-43                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-44                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-45                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-46                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-47                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-48                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-49                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-50                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-51                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-52                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
| EP-53                          | STONE WAINSCOT                      | BORAL STONE              | VERDE PTA. SIMULATED STONE MENER        | LEONARD STONE      | PLUMB CREEK HIGH OVERLAPPING |
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FLK 1582 HP PROTOTYPE  
POPEYES LOUISIANA KITCHEN  
WEST KENSLEY ROAD AND NORTH HARGRETT STREET  
DAVENPORT, GA

CONSTRUCTION DRAWINGS  
FEBRUARY 4, 2016

DRAWN BY: P. JORDAN  
CHECKED BY: D. PETERSON  
PROJECT NUMBER: IS-0006

A6  
LEFT & RIGHT  
EXTERIOR ELEVATIONS

THESE DRAWINGS ARE GIVEN IN CONFIDENCE AND SHALL BE USED ONLY IN ACCORDANCE WITH THE INTENT OF THE CONTRACT.  
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City of Davenport

Agenda Group:

Department: Community Planning and Economic Development

Contact Info: Bruce Berger, 326-7769

Wards: 8

**Action / Date**

**3/16/2016**

Subject:

Resolution accepting the Iowa Department of Transportation's RISE award for assistance to the Kraft Heinz Company's business retention project. [Ward 8]

Recommendation:

Approve the resolution

Relationship to Goals:

Added emphasis on economic development.

Background:

The Kraft Heinz Company is now planning the construction of a state-of-the-art food manufacturing facility on approximately 70 acres in the Eastern Iowa Industrial Center. The company estimated the total project investment at \$203 million. This project allows for the retention of at least 475 full time positions.

There are several upgrades that must be made both to Enterprise Way, Slopertown Road, and a new public road that will run North and South to connect Enterprise Way and Slopertown Road in order for this new facility to locate on this site.

- Slopertown Road: Slopertown Road will be widened to accommodate turn lanes from the East and West into both a new parking lot and onto the new public road. Pending a traffic study, it is also anticipated that a traffic signal will be required at the intersection of the proposed new road and Slopertown Road.
- New Public Road: A new public three-lane road will be constructed to connect Enterprise Way and Slopertown Road. Truck traffic will use this road to enter in to a separate truck entrance off of this road.
- Enterprise Way: Enterprise Way will be widened to accommodate the addition of a turn lane for a total of three lanes.

The estimated cost of these improvements is \$5,874,844. The City has been awarded a grant through the Iowa Department of Transportation's Revitalizing Iowa's Sound Economy (RISE) program to help with the cost of these improvements. The RISE funding will cover 80% of estimated costs (at no more than \$4,699,875). The RISE program requires a 20% matching contribution. The City anticipates using TIF funding to cover the remaining \$1,174,969 contribution.

In addition to the RISE agreement with the IDOT, the City and Kraft Heinz will enter into a third party agreement outlining the responsibilities of the City and Company in regards to RISE award. In this agreement, any cost overruns above the estimated cost of \$5,874,844 shall be split evenly between the City and Kraft Heinz up to a maximum of \$500,000 each. The third party agreement also states that should Kraft Heinz fail to meet the job retention requirements agreed to in the RISE agreement, the Company shall be responsible for the amount of the RISE award that is to be repaid back to the IDOT.

**ATTACHMENTS:**

| Type         | Description                |
|--------------|----------------------------|
| ▣ Cover Memo | Resolution Sheet           |
| ▣ Cover Memo | RISE Agreement             |
| ▣ Cover Memo | RISE Third Party Agreement |

**REVIEWERS:**

| Department                                | Reviewer       | Action   | Date                |
|-------------------------------------------|----------------|----------|---------------------|
| Community Planning & Economic Development | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman \_\_\_\_\_.

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing the acceptance of the Iowa Department of Transportation's RISE program award for the Kraft Heinz Company business retention project.

WHEREAS, the City of Davenport, Iowa has determined the need to improve a public roadway to provide access for the Kraft Heinz Company's business retention project located on approximately 70 acres in the Eastern Iowa Industrial Center; and

WHEREAS, the public roadway improvements are vital to an immediate non-speculative opportunity for permanent job retention which the City of Davenport is pursuing with Kraft Heinz through the construction of a new facility, where RISE funding is essential to this effort; and

WHEREAS, without the RISE commitment, the public roadway improvements could not be extended in a timely manner; and

WHEREAS, the public roadway improvements will be dedicated to public use and under the jurisdiction of the City of Davenport which claims responsibility and maintenance for said roadways; and

WHEREAS, the City of Davenport assures the State of Iowa at least 20 percent non-RISE financial participation through the use of Tax Increment Financing;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF DAVENPORT accepts said RISE program award from the Iowa Department of Transportation, and further agrees that the City of Davenport will contribute resources to the extent necessary to supplement RISE funds.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsh, Mayor

\_\_\_\_\_  
Jackie E. Holecek, City Clerk

**Iowa Department of Transportation  
Agreement for a  
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Davenport

PROJECT NO: RMX-1827(679)--9E-82

IOWA DOT

AGREEMENT NO.: 2016-R-013

This is an agreement between the city of Davenport (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. PPM-2016-31 on November 10, 2015.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of approximately 3,000 feet of new roadway, a left-turn lane on Enterprise Way, turn lanes on Slopertown Road and traffic signals at the intersection of Slopertown Road and the new roadway located on the northwest side of town..

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@dot.iowa.gov. The Recipient's contact person shall be Tom Leabhart, P.E., Public Works, City of Davenport, 1200 E. 46<sup>th</sup> Street, Davenport, IA 52807, [ctl.ci.davenport.ia.us](mailto:ctl.ci.davenport.ia.us), 563-327-5155.
3. The Recipient shall be responsible for the development and completion of the following described project:  
Construction of approximately 3,000 feet of new roadway, a left-turn lane on Enterprise Way, turn lanes on Slopertown Road and traffic signals at the intersection of Slopertown Road and the new roadway located on the northwest side of town. The associated economic development is the retention of 392 full-time jobs at The Kraft Heinz Co. with an average wage of at least the current average laborshed wage of \$17.84/hour. See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, which are incurred after the effective date of this agreement shall be paid as follows:

|                            |             |
|----------------------------|-------------|
| City RISE Funds (Grant):   | \$3,383,162 |
| County RISE Funds (Grant): | \$1,316,713 |
| Local Contribution:        | \$1,174,969 |
| Project Total:             | \$5,874,844 |
5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$4,699,875 or 80 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.

11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.
12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
  - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
  - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Offices of Road Design and Maintenance with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
  - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.

- D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to get environmental concurrence before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.
19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.
- In addition, the Recipient shall certify to the DOT's contact person that all known required environmental permits have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
- Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from DOT.
21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project letting of each division. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish three sets of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.
30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent

to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.

35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.
36. The Recipient shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by the Iowa Code Chapter 216 and IAC 160. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, sexual orientation, gender identity, pregnancy or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives state funds from the DOT.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. The Recipient shall notify the DOT's contact person within thirty (30) days of the date the RISE project was constructed and open to traffic. The Recipient will provide an initial payroll from The Kraft Heinz Co. to the DOT's contact person to establish a baseline from which to measure job retention. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the associated economic development, namely, the retention of 392 full-time jobs by The Kraft Heinz Co. has been substantially completed. The Recipient will certify that

jobs created are maintained for a six-month continuous period during the three-year monitoring period and that said jobs satisfy the average wage required in this agreement. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2016-R-013  
as of the date shown opposite its signature below.

RECIPIENT: Davenport

By: \_\_\_\_\_ Date \_\_\_\_\_, \_\_\_\_\_

Title: Mayor

CERTIFICATION:

I, \_\_\_\_\_, certify that I am the Clerk of the city, and that  
(Name of City Clerk)

\_\_\_\_\_, who signed said Agreement for and on behalf of  
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed  
and adopted by the city, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed: \_\_\_\_\_  
City Clerk of Davenport, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION  
Planning, Programming and Modal Division  
800 Lincoln Way, Ames, Iowa 50010

By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_  
Craig Markley  
Director  
Office of Systems Planning

Exhibit A

Davenport



## **Exhibit B**

Project activities or costs eligible for RISE funding include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Right of way purchase.
- e. Construction or improvement of motorist rest areas, welcome centers and information centers.
- f. Design engineering costs and construction inspection costs associated with RISE-financed projects.
- g. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- h. Storm drainage and storm sewer costs to the extent needed for draining the roadway.

## **Exhibit C**

Activities or costs ineligible for RISE funding include but are not limited to the following:

a. Any and all costs incurred prior to a funding commitment by the Transportation Commission except advance right of way costs to protect or preserve a project corridor.

(1) If there is an extreme urgency involving right of way acquisition, a potential applicant may formally request from the department a written waiver which, if granted, will permit the applicant to acquire the right of way immediately without jeopardizing the eligibility of the acquisition costs for future RISE funding. Granting of the waiver shall not imply or guarantee that a subsequent application which includes the acquisition costs will be funded. The request for the advance eligibility must include justification regarding the urgency of the acquisition, a description of the land to be acquired, and a map showing its location.

(2) The advance eligibility waiver must be requested and approved prior to the applicant's acquisition of the land in question, and the RISE application which included the acquisition costs must be received by the DOT within two years following the granting of the waiver, or the waiver is not valid.

b. Routine roadway, bridge and culvert maintenance, including pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.

c. Winter roadway and bridge maintenance, including snow plowing, sanding and salting.

d. Overhead and operating costs associated with eligible project activities, including auditing.

e. Expenses associated with the preparation and submission of applications for RISE funding.

f. Pre-design engineering expenses.

g. Traffic signalization, except as an integral part of a roadway project.

h. Pavement marking and traffic signs, except as an integral part of a roadway project.

i. Electric, water, natural gas, telephone and other utility construction, reconstruction or adjustment except when utilities located on private property are replaced or relocated for project construction.

j. Safety appurtenances, except as an integral part of a roadway project.

k. Lighting, except as an integral part of a roadway project.

- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters and marking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.
- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Sanitary sewers.
- s. Water mains.
- t. Donated right of way.

## **Exhibit D**

### Project Implementation Schedule:

Commission Approval Date: November 10, 2015

Construction: June 2016

Project Closeout: June 2017

**Exhibit E**

**CONTRACT PROVISION**

**Targeted Small Business (TSB)  
Affirmative Action Responsibilities  
on  
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

**March 2014**

## CONTRACT PROVISION

### **Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)**

#### 1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(7), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

#### 2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### 3. TSB DIRECTORY INFORMATION

Available from: Iowa Department of Inspections and Appeals  
Targeted Small Business  
Lucas Building  
Des Moines, IA 50319  
Phone: 515-281-7102  
Website: <http://dia.iowa.gov/page7.html>

#### 4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### 5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

## TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

### 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

#### A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

#### B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

### 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

#### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

#### B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

## TSB Affirmative Action Responsibilities

### C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

### 8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

TARGETED SMALL BUSINESS (TSB)  
PRE-BID CONTACT INFORMATION

County \_\_\_\_\_

City \_\_\_\_\_

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

| SUBCONTRACTOR | TSB | DATES CONTACTED | QUOTES RECEIVED |                 | QUOTATION USED IN BID |                                             |
|---------------|-----|-----------------|-----------------|-----------------|-----------------------|---------------------------------------------|
|               |     |                 | YES/<br>NO      | DATES CONTACTED | YES/<br>NO            | DOLLAR AMT. PROPOSED<br>TO BE SUBCONTRACTED |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |
|               |     |                 |                 |                 |                       |                                             |

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES  
ON NON-FEDERAL AID PROJECTS  
(THIRD-PARTY STATE-ASSISTED PROJECTS-LET LOCALLY)**

In accordance with Iowa Code Section 19B.7 and 541 Iowa Administrative Code (IAC) Chapter 4, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy, and for locally let projects, the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Department of Inspections and Appeals (515-281-7102) or from its website at: <http://dia.iowa.gov/page7.html>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
  - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:  
  
[http://www.dot.state.ia.us/local\\_systems/publications/tsb\\_contract\\_provision.pdf](http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf)
  - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
  - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
  - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project let by the Recipient and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

**CHECKLIST AND CERTIFICATION**  
**For the Utilization of Targeted Small Businesses (TSB)**  
**On Non-Federal-aid Projects (Third-Party State-Assisted Projects-Locally Let)**

Recipient: \_\_\_\_\_ Project Number: \_\_\_\_\_

County: \_\_\_\_\_ Agreement Number: \_\_\_\_\_

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? ☐ YES ☐ NO

If no, explain \_\_\_\_\_

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) \_\_\_\_\_

If no, explain \_\_\_\_\_

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain \_\_\_\_\_

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? \_\_\_\_\_

If no, explain why not: \_\_\_\_\_

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? \_\_\_\_\_

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient  
from the Iowa Department of Transportation?

\$ \_\_\_\_\_

What was the final project cost?

\$ \_\_\_\_\_

What was the dollar amount performed by TSB firms?

\$ \_\_\_\_\_

Name(s) and address(es) of the TSB firm(s) \_\_\_\_\_  
(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain \_\_\_\_\_

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

AGREEMENT BETWEEN  
THE CITY OF DAVENPORT, IOWA AND  
KRAFT HEINZ FOODS COMPANY  
FOR THE DEVELOPMENT OF STREET INFRASTRUCTURE  
IN THE EASTERN IOWA INDUSTRIAL CENTER

THIS AGREEMENT is made of \_\_\_\_\_, 2016, between the City of Davenport, Iowa (hereinafter referred to as the "City") and Kraft Heinz Foods Company (hereinafter referred to as "Company")

WHEREAS, the Company proposes to modernize its business operations in Davenport, Iowa by constructing an approximate 300,000 square foot building on property located on \_\_\_ acres in the Eastern Iowa Industrial Center (hereinafter referred to as "Subject Property") resulting in a projected increase in the assessed value of the real estate of approximately \$26,700,000; and

WHEREAS, with the construction of the building, the Company will retain in Davenport a minimum of 475 full-time existing positions and with the building construction and the retention of the workforce hereinafter referred to as the "Economic Development Project"; and

WHEREAS, on November 10<sup>th</sup>, 2015, the City secured approval by the Iowa Department of Transportation (IDOT) Commission of an application for funding from the Revitalize Iowa's Sound Economic (RISE) program for improvements to Enterprise Way and Slopertown Way as well as the construction of a new roadway connecting the two (hereinafter referred to as "Street Development Project") with the application present the Economic Development Project as the basis for the IDOT award of \$4,699,875 (or 80 percent of the eligible cost of the Street Development Project, whichever is less); and

WHEREAS, the City will provide the 20 percent local participation match, estimated to be \$1,174,969, required by the RISE program.

WHEREAS, the IDOT has proposed an agreement with the City regarding the Street Development Project (hereinafter referred to as the "RISE Agreement") which will establish the funding participation of the IDOT and the City and the obligations of the City with regard to the design and construction of the street; and

WHEREAS, as the basis for RISE funding, the RISE Agreement requires the Company to retain 392 full-time positions (hereinafter referred to as "Retained Positions"), being paid a minimum of \$17.84 per hour within three years of the Street Development Project being open to public use; and

WHEREAS, pursuant to factors listed in Chapter 15A of the Code of Iowa (hereinafter referred to as the "Code") the City Council of the City has determined that:

1. The Economic Development Project will add diversity and generate new opportunities for the Davenport and Iowa economies; and
2. The Economic Development Project will generate public gains and benefits particularly in the retention of jobs and the creation of new tax assessed property value, which warrant the amount of the proposed use of public revenues to support the Street Development Project and

3. The proposed funding for the Economic Development Project meets the conditions of said Chapter 15A of the Code related to the retention of jobs and the expansion of business investment in the City of Davenport, Scott County, Iowa; and
4. A public purpose will reasonably be accomplished by providing economic development assistance in order to facilitate such development by the Company and the City is empowered to provide assistance pursuant to said Chapter 15A of the Code and the City Charter; and Chapter 403.19 of the Code provides for the division of incremental property tax revenue or tax increment, commonly known as Tax Increment Financing (TIF); and
5. The Property is located within an existing tax increment financing district (the North Davenport Urban Renewal Area); and

WHEREAS, The City Council has held a public hearing, at the \_\_\_\_\_ 2016, meeting of the Committee-of-the-Whole, on entering into this agreement which will obligate the City to provide TIF funding to support the Street Development Project;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties herein contained, it is agreed as follows:

#### SECTION I: THE CITY'S OBLIGATIONS

1. The City shall enter into the RISE Agreement with the IDOT for the Street Development Project
2. The City shall design and construct the roadway improvements in accordance with the RISE program requirements for the Street Development Project.
3. The City shall fund the 20 percent match required in the RISE Agreement, estimated to be \$1,174,969, for the Street Development Project. The IDOT shall provide reimbursement to the City in the amount of \$4,699,875 or 80 percent of the total eligible costs, whichever is less. Upon the completion of the construction project (or during the construction project as permitted by IDOT), the City shall seek reimbursement from the IDOT under the provisions of the RISE Agreement.
4. Should the total cost of the Street Development Project exceed the estimated total cost of \$5,874,844, of which the City's 20% match is \$1,174,969, the City agrees to pay half of the cost overruns, up to a maximum additional cost by the City of \$500,000.
5. The City shall certify the costs under this Agreement and which are not reimbursed by the contribution of RISE funding, as debt to be repaid through the receipt of revenues attributable to the increase in assessed value resulting from the Economic Development Project and accessed through the application of tax increment financing (TIF).
6. The obligations of the City under this Agreement are conditioned upon the faithful performance by the Company of all the terms and conditions of this Agreement.

SECTION II:  
COMPANY'S OBLIGATIONS

1. The Company agrees to construct the new facility on the Subject Property, consisting of approximately 300,000 square feet of manufacturing space.
2. Should the Company fail to meet the job retention requirements of 392 retained full time positions as agreed to in the RISE Agreement (as presented in Exhibit B), the Company shall be responsible for the amount of the RISE award that is to be repaid back to the IDOT per the IDOT terms of repayment.
3. Should the total cost of the Street Development Project exceed the estimated total cost of \$5,874,844, the Company agrees to pay half of the cost overruns in excess of the City's match amount of \$1,174,969, up to a maximum additional cost by the Company of \$500,000.
4. The Company agrees to pay or cause to be paid property taxes properly levied on the assessed value of the Subject Property in a timely fashion. For the purpose of this agreement, timely fashion shall be defined as on or before the due date of the tax payment.
5. In consideration of the provisions of this agreement, the Company agrees that they will not pursue the exemption of the taxable value for the improvement resulting from the Economic Development Project through any local or State of Iowa tax exemption program. However, subsequent expansions meeting the requirements of tax increment policy as then in effect may be eligible for tax reimbursement.
6. On material breach by the Company of the terms and conditions of this Agreement, such breach to be determined in the opinion of the City in the reasonable exercise of its discretion, including failure to retain the positions specified in this Section, and the Company's failure to cure such material breach within thirty (30) days after receipt of notice of breach from the City, this agreement shall be terminated and neither party shall have any further obligations hereunder except for any liabilities arising prior to the effective date of termination..

SECTION III:  
MISCELLANEOUS

1. This Agreement shall not be construed to confer rights or privileges to third-party beneficiaries or entities not a party to this Agreement.
2. This Agreement represents the entire understanding and agreement among the parties hereto with respect to the subject matter hereof; supersedes all prior negotiations, letters and understandings relating to the subject matter hereof; and cannot be amended, supplemented, or modified except by an instrument in writing signed by the party against whom the enforcement of any such amendment, supplement or modification is sought.

3. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed and construed in accordance with the laws of the State of Iowa.
4. This Agreement shall become null and void unless all contingencies contained herein are satisfied or waived by the parties.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, all as of the day and date written above.

KRAFT HEINZ FOODS COMPANY

CITY OF DAVENPORT, IOWA

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City of Davenport

Agenda Group:  
Department: Community Planning & Economic Development  
Contact Info: Rita Pribyl, 563-326-6171  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Motion approving the allocations for Year 42 (July 1, 2016 – June 30, 2017) Community Development Block Grant funds and HOME Investment Partnership (HOME) funds. [All Wards]

Recommendation:  
Approve the motion

Relationship to Goals:  
Neighborhood Improvements

Background:  
The Citizens Advisory Committee (CAC) completed its process for funding recommendations for the Year 42 CDBG program, which is a subpart of the City's FY 17 operating budget. The CAC reviewed the CDBG applications at a work session and held two public meetings at which applicants made presentations and answered questions about their programs and projects. The CAC's process concluded on March 7<sup>th</sup> when the CAC voted on its Year 42 funding recommendations for the FY17 CDBG entitlement of \$1,158,969. The vote on the entire slate of recommended allocations was unanimous.

The purpose of the HOME Program is to create affordable housing opportunities for low and very low income residents. City HOME dollars are targeted to the construction or rehabilitation of single and multi-unit housing. In addition, HOME funds are available to non-profit, for-profit, or Community Housing Development Organizations (CHDO) developers of affordable housing. For FY17, the HOME entitlement is \$386,720.

The attached Funding Summary lists for each of these programs: the agency receiving funds, its purpose, the services it will provide, and the amount of funding to be used. HOME dollars are reflected in bold.

Awarding of these funds is contingent upon the City receiving the entitlements as indicated from the Department of Housing and Urban Development.

A public hearing on these recommendations will be held. If Council wishes to make changes to these recommendations, this motion should be amended following the public hearing at the Community Development meeting. Final Council action will take place at the March 23 Council meeting.

**ATTACHMENTS:**

| Type              | Description            |
|-------------------|------------------------|
| □ Backup Material | CDBG YR 42 Allocations |

**REVIEWERS:**

| Department           | Reviewer | Action | Date |
|----------------------|----------|--------|------|
| Community Planning & |          |        |      |



**CDBG YR42 RECOMMENDATION SUMMARY JULY 1, 2016 – JUNE 30, 2017**

|                                          | <u>Year 41</u><br><u>COUNCIL</u><br><u>APPROVED</u> | <u>YEAR 42</u><br><u>AGENCY</u><br><u>REQUESTED</u> | <u>Year 42</u><br><u>CAC</u><br><u>RECOMMENDED</u> |
|------------------------------------------|-----------------------------------------------------|-----------------------------------------------------|----------------------------------------------------|
| <b>ADMINISTRATION</b>                    |                                                     |                                                     |                                                    |
| City Administration/Planning             | \$288,664                                           | \$288,443                                           | \$288,443                                          |
| <b>SUBTOTAL</b>                          | <b>\$288,664</b>                                    | <b>\$288,443</b>                                    | <b>\$288,443</b>                                   |
| <b>ECONOMIC DEVELOPMENT</b>              |                                                     |                                                     |                                                    |
| City Economic Development Fund           | \$89,916                                            | \$125,000                                           | \$108,373                                          |
| <b>SUBTOTAL</b>                          | <b>\$89,916</b>                                     | <b>\$125,000</b>                                    | <b>\$108,373</b>                                   |
| <b>HOUSING</b>                           |                                                     |                                                     |                                                    |
| City Housing Progs. Staff & Operations   | \$287,024                                           | \$257,975                                           | \$257,975                                          |
| City Rehab Grants/Loans/Infrastructure   | \$130,292                                           | \$350,000                                           | \$224,178                                          |
| NHS Loans/Grants                         | \$75,407                                            | N/A                                                 | N/A                                                |
| UNI DREAM Program Downpayment Assistance | \$30,000                                            | \$35,000                                            | \$35,000                                           |
| UNI DREAM Program staff/supplies         | \$34,284                                            | \$25,000                                            | \$25,000                                           |
| <b>SUBTOTAL</b>                          | <b>\$557,007</b>                                    | <b>\$667,975</b>                                    | <b>\$542,153</b>                                   |
| <b>PUBLIC SERVICES</b>                   |                                                     |                                                     |                                                    |
| Big Brothers/Big Sisters of Q.C.         | \$17,987                                            | \$30,000                                            | \$23,397                                           |
| Boys & Girls Club                        | \$19,725                                            | \$30,000                                            | \$20,321                                           |
| Family Resources DV Services             | \$21,521                                            | \$26,000                                            | \$22,715                                           |
| Friendly House Year-Round Youth Program  | \$23,276                                            | \$28,120                                            | \$22,402                                           |
| Humility of Mary Housing, Inc.           | \$22,742                                            | \$40,000                                            | \$21,978                                           |
| Humility of Mary Shelter                 | \$24,794                                            | \$40,000                                            | \$23,102                                           |
| Project Renewal                          | \$23,776                                            | \$39,309                                            | \$23,838                                           |
| Salvation Army Family Service Center     | \$24,192                                            | \$30,000                                            | \$20,857                                           |
| UNI Summer Youth                         | \$21,987                                            | \$35,000                                            | \$21,390                                           |
| Vera French Community Mental Health      | \$20,000                                            | \$20,000                                            | \$20,000                                           |
| <b>SUBTOTAL</b>                          | <b>\$220,000</b>                                    | <b>\$318,429</b>                                    | <b>\$220,000</b>                                   |
| <b>ALL PROGRAMS TOTAL</b>                | <b>\$1,155,587</b>                                  | <b>\$1,399,847</b>                                  | <b>\$1,158,969</b>                                 |

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Year 42 Entitlement Amount</b>   | <b>\$ 1,158,969</b> |
| <b>Projected plng/admin cap</b>     | <b>\$ 293,000</b>   |
| <b>Projected public service cap</b> | <b>\$ 220,000</b>   |

Requested allocation of RLF program income :

*\$40,583 in ED prog income for program delivery*

*\$102,554 in Hsg prog income for program delivery*

Agencies marked with N/A did not apply for Year 42 funding, but applied in Year 41

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Gary Statz; (563) 326-7754  
Wards: 5

**Action / Date**  
**2/17/2016**

Subject:

Third Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street. [Ward 5]

Recommendation:  
Adopt the ordinance.

Relationship to Goals:  
Revitalized Neighborhoods & Corridors

Background:  
Officials from Genesis Medical Center - East Campus have requested that the portion of E. Rusholme Street by their campus be reduced to 15 mph.

ATTACHMENTS:

| Type        | Description                           |
|-------------|---------------------------------------|
| ▣ Ordinance | PS_ORD_E Rusholme St speed limit_pg 2 |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VI SPEED LIMITS THERETO BY ADDING RUSHOLME STREET FROM BRIDGE AVENUE EAST 850 FEET AS A 15 MPH STREET.

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

Section 1. That Schedule VI Speed Limits of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

Rusholme Street from Bridge Avenue east 850 feet as a 15 mph street.

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

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

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

First Consideration \_\_\_\_\_

Second Consideration \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Gary Statz; (563) 326-7754  
Wards: 4 & 5

**Action / Date**  
**2/17/2016**

Subject:

Third Consideration: Ordinance amending Schedule XI of Chapter 10.96 entitled "Resident Parking Only" by deleting various resident parking only zones. [Wards 4 & 5]

Recommendation:

Adopt the ordinance.

Relationship to Goals:

Revitalized Neighborhoods & Corridors.

Background:

There is no longer a need for residential parking, on the streets listed below, due to recent construction in the areas of St. Ambrose University and Genesis East Hospital.

Ripley Street along the east side from Locust Street to 160 feet north of Locust Street.

Ripley Street along the west side from Locust Street to 50 feet north of Locust Street.

High Street along the south side from Brown Street east to the alley.

High Street (aka Rogalski Drive) along the south side from Harrison Street west to the alley.

College Avenue along the east side from Elm Street to Rusholme Street.

ATTACHMENTS:

| Type        | Description                                      |
|-------------|--------------------------------------------------|
| ▣ Ordinance | PS_ORD_SAU Genesis resident parking removal_pg 2 |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE XI RESIDENT PARKING ONLY THERETO BY DELETING VARIOUS RESIDENT PARKING ONLY ZONES.

Section 1. That Schedule XI Resident Parking Only of the Municipal Code of Davenport, Iowa, be and the same is hereby amended by deleting the following:

Ripley Street along the east side from Locust Street to 160 feet north of Locust Street.

Ripley Street along the west side from Locust Street to 50 feet north of Locust Street.

High Street along the south side from Brown Street east to the alley.

High Street (aka Rogalski Drive) along the south side from Harrison Street west to the alley.

College Avenue along the east side from Elm Street to Rusholme Street.

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

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

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

First Consideration \_\_\_\_\_

Second Consideration \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie E. Holecek, MMC  
Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Gary Statz; (563) 326-7754  
Wards: 5

**Action / Date**  
**3/16/2016**

Subject:

First Consideration: Ordinance amending Schedule VI of Chapter 10.96 entitled "Speed Limits" by adding Rusholme Street from Eastern Avenue west 920 feet as a 25 mph street. [Ward 5]

Recommendation:

Approve the ordinance.

Relationship to Goals:

Revitalized Neighborhoods & Corridors

Background:

The western half of East Rusholme between Bridge Ave and Eastern Ave is slated to become a 15 mph zone. There are traffic calming devices and many pedestrians along this portion of Rusholme that is adjacent to the hospital. The eastern half of this corridor is currently 30 mph.

The intent of the Traffic Engineering division is to maintain a reasonable change and consistency in speed limits along City corridors.

ATTACHMENTS:

| Type        | Description                                  |
|-------------|----------------------------------------------|
| ▣ Ordinance | PS_ORD_E Rusholme St 25 mph speed limit_pg 2 |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10.96 ENTITLED SCHEDULES OF THE MUNICIPAL CODE OF DAVENPORT, IOWA, BY AMENDING SCHEDULE VI SPEED LIMITS THERETO BY ADDING RUSHOLME STREET FROM EASTERN AVENUE WEST 920 FEET AS A 25 MPH STREET.

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

Section 1. That Schedule VI Speed Limits of the Municipal Code of Davenport Iowa, be and the same is hereby amended by adding the following:

Rusholme Street from Eastern Avenue west 920 feet as a 25 mph street.

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

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

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

First Consideration \_\_\_\_\_

Second Consideration \_\_\_\_\_

Approved \_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest: \_\_\_\_\_  
Jackie Holecek, MMC  
Deputy City Clerk

City of Davenport

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

**Action / Date**  
**3/16/2016**

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

Saint Ambrose University, Dash for Drex, March 30th, 8:30 AM - 11:00 AM, Race will be held in the St. Ambrose/Glen Armit Place neighborhoods as in the past.

Project Renewal, Fitness Festival, April 16th, 7:00 AM - Noon, closing Warren Street between 5th and 6th and 6th St between Marquette St and Gaines (new event)

St. Paul the Apostle Catholic Church, Blue Mass, May 16th, 4:00 p.m. - 7:00 p.m. closing Rusholme Street between Arlington Avenue and Carey Avenue

Recommendation:

Relationship to Goals:

Background:

ATTACHMENTS:

| Type                                                                                           | Description |
|------------------------------------------------------------------------------------------------|-------------|
|  Cover Memo | Resolution  |

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

RESOLUTION NO. 2016-

Resolution offered by Alderman Matson

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

RESOLVED by the City Council of the City of Davenport.

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

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

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

*Entity: St. Ambrose University*

*Event: Dash for Derek*

*Date: March 30th*

*Time: 8:30 AM – 11:00 AM*

*Closure Location: Ripley Street from High Street to West Dover Court, west to North Gaines Street, south to West Rusholme St, west to Lillie Avenue, south to Berg Place, east to North Myrtle Street, north to West Rusholme, east to Scott Street, north to West Dover Court, east to Ripley Street and south to the campus*

*Wards: 4, 5*

*Entity: Project Renewal*

*Event: Fitness Festival*

*Date: April 16<sup>th</sup>*

*Time: 7:00 a.m. to Noon*

*Closure Location: Warren St between 5<sup>th</sup> and 6<sup>th</sup> and 6<sup>th</sup> St between Marquette St and Gaines*

*Ward: 3*

*Entity: St. Paul the Apostle Catholic Church*

*Event: Blue Mass*

*Date: Monday, May 16th*

*Time: 4:00 p.m. to 7:00 PM*

*Closure Location: Rusholme Street between Arlington Avenue and Carey Avenue*

*Ward: 5*



Approved this 23<sup>rd</sup> day of March, 2016.

Approved:

Attest:

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Frank Klipsch, Mayor

---

Jackie E. Holecek, MMC, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Finance/Revenue  
Contact Info: Sherry Eastman 563-326-7795  
Wards: Various

**Action / Date**  
**3/16/2016**

Subject:  
Motion approving beer and liquor license applications.

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

Ward 4

Rivertown Grille & Bar LLC (Rivertown Grille & Bar LLC) - 2606 W Locust St. - Outdoor Area -  
License Type: C Liquor

Ward 6

Big River Bowling (Kimberly Entertainment LLC) - 2902 E Kimberly Rd. - License Type: C  
Liquor

Ward 7

Azteca Mexican Restaurant (Azteca Mexican Restaurant Inc.) - 4811 N Brady St. Ste. 3 -  
Outdoor Area May 5 - 7, 2016 Cinco De Mayo

Kwik Star Express #562 (Kwik Trip Inc.) - 4619 Brady St. - License Type: C Beer / B Native  
Wine - adding B Wine privilege only

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

Ward 1

QC Mart (Bethany Enterprises Inc.) - 2747 Rockingham Rd. - License Type: C Beer

Roadrunners Roadhouse (J W's First and Last Lap Inc.) - 3803 Rockingham Rd. - Outdoor Area  
- License Type: C Liquor

Ward 3

Blackhawk Bowl & Martini Lounge (Blackhawk Bowl & Martini Lounge LLC) - 200 E 3rd St. Lower  
Level - License Type: C Liquor

Geezer's Draffhouse (Geezer's Inc.) - 1654 W 3rd St. - Outdoor Area - License Type: C Liquor

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

Woodfire Grill (Redstone Woodfire Grill LLC) - 131 W 2nd St. Ste. 105 - Outdoor Area -

License Type: C Liquor

Ward 4

Famous Liquors (Jay Liquors Inc.) - 2604 W Locust St. - License Type: E Liquor

Ward 6

Azteca II (Azteca II Inc.) - 2843 E 53rd St. - License Type: C Liquor

Biaggi's Ristorante Italiano (Biaggi's Ristorante Italiano LLC) - 5195 Utica Ridge Rd. - License Type: C Liquor

Pancho's Mexican Grill (Central Coast Hospitality Inc.) - 4888 Utica Ridge Rd. - License Type: B Beer

Ward 7

American Legion Post 26 (Davenport Post #26, The American Legion Inc.) - 702 W 35th St. - Outdoor Area - License Type: C Liquor

Azteca 4 (Azteca 4 Inc.) - 3566 Brady St. - License Type: C Liquor

Azteca Mexican Restaurant (Azteca Mexican Restaurant Inc.) - 4811 N Brady St. Ste. 3 - License Type: C Liquor

Los Portales Mexican Restaurant 2 (Los Portales Mexican Restaurant 2 Inc.) - 1012 E Kimberly Rd. - License Type: C Liquor

Recommendation:  
Consider the license applications.

Relationship to Goals:  
Support local businesses.

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

REVIEWERS:

| Department | Reviewer       | Action   | Date                |
|------------|----------------|----------|---------------------|
| City Clerk | Admin, Default | Approved | 3/16/2016 - 5:28 PM |

City of Davenport

Agenda Group:  
Department: Legal  
Contact Info: T Warner  
Wards: 6

**Action / Date**  
**3/16/2016**

**Subject:**

Resolution granting a license to the owners of 4 Woodview Way to maintain two already existing columns near their entrance drive within the public right-of- way in front of the residence. [Ward 6]

**Recommendation:**

Approve the Resolution

**Relationship to Goals:**

**Background:**

Recently, it was discovered by the owners, Joe and Ann Slavens, of 4 Woodview Way in Davenport that the existing columns on either side of their driveway encroach into the right-of-way. Instead of demolishing these and building new ones, the owners are petitioning the City Council to grant them a license to leave these columns in place. Currently, the space is essentially excess right of way, but the City will reserve the right to require the owners to remove the columns if the need arises in the future to use this space. While the columns remain in place, the owners must defend and hold the City harmless if a claim arises due to their location. Additionally, the owners will release the City from any damages caused by the City's municipal operations such as plowing and solid waste collection.

**ATTACHMENTS:**

| Type                | Description                     |
|---------------------|---------------------------------|
| □ Resolution Letter | Res 4 Woodview Way encroachment |

**REVIEWERS:**

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting a license to the Owners of 4 Woodview Way to maintain two already existing columns near their entrance drive within the public right of way in front of the residence

WHEREAS, recent due diligence has revealed that two columns along the entry drive to the residence were constructed within the right of way;

WHEREAS, City currently has no purposed use of the space other than excess right of way;

WHEREAS, the Owners (Joe and Ann Slavens) will comply with Davenport Municipal Code Chapter 12.36 and will agree to hold the City harmless; and

WHEREAS, the Owners are petitioning the City Council for a license allowing them to maintain these columns that are otherwise prohibited from encroaching into the public right of way pursuant to Davenport Municipal Code §12.36.060,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the Owners (Joe and Ann Slavens), are hereby granted a license to maintain the existing columns, that would be otherwise prohibited by Davenport Municipal Code §12.36.040, in the public right of way in front of the property at 4 Woodview Way subject to the provisions of the Chapter 12.36.

BE IT FURTHER RESOLVED, This license is granted pursuant to Davenport Municipal Code Chapter 12.36, and the petitioner shall obtain a permit as provided for in §12.36.090 for informational purposes, but the permit fees shall be waived, and the grantee/licensee further accepts, as evidenced by its use and occupation of the public right of way described herein subsequent to the adoption of this resolution, as its obligation the duty to defend and hold harmless the City of Davenport from any claim arising out of or related to its occupation of the public right of way; and further, releases the City, its officers, employees, and agents from any damage that may arise from municipal operations. Licensee and the City Attorney may execute a written license memorializing the same. The licensee shall name the City of Davenport as an additional insured on its liability insurance coverage for the licensed area for the purpose of the City of Davenport receiving notice of cancellation not less than thirty days' prior to the effective date of the termination of coverage.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Mike Atchley; 563-327-5149  
Wards: 2&7

**Action / Date**  
**3/16/2016**

Subject:  
Resolution authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly and Division Intersection Improvement project. [Wards 2&7]

Recommendation:  
Pass the resolution

Relationship to Goals:  
Upgrading City Infrastructure & Public Facilities

Background:  
The Kimberly Road and Division Intersection Improvement Project follows the recommended plan for the intersection. It includes adding an eastbound right turn lane, lengthening the westbound left turn lane on Kimberly Road, and reconstructing Division Street to improve the intersection approach grades and provide two through lanes and a right and left turn lane in each direction. It also includes center median north and south of Kimberly Road on Division Street close to Kimberly Road. Signals will be replaced and include pedestrian signals with crosswalks. Right-of-Way and easement acquisition began in September 2015. The appraisal work was performed by David Mark Nelson with Roy R. Fisher and the review appraisals were done by Broders Appraisal. Compensation Estimates were completed by Mike Atchley. As of March 7, 2016, the city has 7 completed agreements and 6 agreements remaining under negotiations.

This resolution is required by Section 6B.2C of the Code of Iowa if there is a possibility condemnation proceedings would be necessary. It's also the authority to acquire property by purchase according to Section 6A.5 of the Iowa Code and will only be used if, an agreement can't be reached through negotiation.

ATTACHMENTS:

| Type                | Description |
|---------------------|-------------|
| □ Resolution Letter | PW_RES pg2  |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION authorizing and approving the use of condemnation and commencement of condemnation proceedings associated with the Kimberly and Division Intersection Improvement Project CIP Project #01793.

WHEREAS, the City Council has authorized the Kimberly and Division Intersection Improvement Project in the Capital Improvements Program and budgeted money for said project; and

WHEREAS, this project requires that additional right-of-way and easements be acquired in accordance with the plans and the associated construction for said project; and

WHEREAS, Section 6B.2C of the Code of Iowa requires that the governing body specifically provide and confer prior authority and approval to the acquiring agency to condemn and/or commence with the condemnation proceedings associated with such public improvement project; and

WHEREAS, by passing this resolution, in accordance with Section 6A.5 of the Code of Iowa, authority and approval is automatically conferred, unless otherwise declared, upon the acquiring agency to also purchase property at its fair market value for right-of-way and/or easements necessary for this project;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City Engineer or his representative be and is hereby authorized and approved to acquire the necessary property and property interest as additional right-of-way and/or easements required for the construction of said public improvement project by means of condemnation, and may commence with condemnation proceedings, as may be necessary.

Passed and approved this 23rd day of March, 2016.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Nick Schmuecker; (563) 327-5162  
Wards: 6

**Action / Date**  
**3/16/2016**

Subject:  
Resolution awarding the Kimberly Road Bridge over Duck Creek Deck Replacement Project to Helm Group (DBA Civil Constructors, Inc) of Freeport, IL. The total cost of this project is estimated at \$1,243,710 with 80%, \$994,468, funded by the Federal Surface Transportation Grant. City cost is \$248,742 funded in CIP #01589. [Ward 6]

Recommendation:  
Pass the resolution.

Relationship to Goals:  
Upgraded City Infrastructure & Public Facilities.

Background:  
The project is partially funded by a Federal Surface Transportation Grant and will reimburse the City for up to 80% of the eligible costs. The project is funded through CIP Project #01589.

Three bids were received by the DOT on February 16, 2016. The lowest bid from Civil Constructors, Inc. is \$1,243,710.

Bridgework is expected to begin as weather permits about the middle of April 2016 with completion by October of 2016.

The award is subject to Iowa Department of Transportation and Federal Highway Administration concurrence.

ATTACHMENTS:

| Type              | Description |
|-------------------|-------------|
| Resolution Letter | PW_RES pg2  |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose.

RESOLUTION awarding the Kimberly Road Bridge over Duck Creek Deck Replacement Project to Helm Group (DBA Civil Constructors, Inc) of Freeport, IL. The total cost of this project is estimated at \$1,243,710 with 80%, \$994,468, funded by the Federal Surface Transportation Grant. City cost is \$248,742 funded in CIP #01589.

WHEREAS, the Kimberly Road Bridge over Duck Creek Deck Replacement Project was duly advertised and published according to state law, and

WHEREAS, Three (3) bids were received by the Iowa Department of Transportation at the appointed time and place for the bid opening;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that subject to Iowa Department of Transportation and Federal Highway Administration concurrence, the contract for the above-said work be awarded to Helm Group Inc., DBA Civil Constructors, Inc. of Freeport, IL, they being the low bidder.

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 23<sup>rd</sup> day of March, 2016.

Approved:

Attest:

\_\_\_\_\_  
Frank L. Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

City of Davenport

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

**Action / Date**  
**3/16/2016**

Subject:  
Resolution approving Plans, Specifications, Form of Contract and Estimate of Cost for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program. CIP Project # 30012 funded at \$2,000,000 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. 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 March 17<sup>th</sup>, 2016.

Funds for the FY2016/FY 2017 Contract Sewer Lining Program are budgeted in CIP #30012 for a total of \$2,000,000.

**ATTACHMENTS:**

| Type                | Description                                                                                                                                                          |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| □ Resolution Letter | Resolution Letter - Plans, Specifications, Form of Contract and Estimate of Cost for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program. CIP Project # 30012 |

**REVIEWERS:**

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Fiscal Year 2016/Fiscal Year 2017 Sewer Lining Program. CIP Project # 30012 funded at \$2,000,000 in bonds abated by sewer funds.

WHEREAS, on the 8<sup>th</sup> day of March, 2016, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the Fiscal Year 2016/Fiscal Year 2017 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 2016/Fiscal Year 2017 Sewer Lining Program.

Passed and approved this 23<sup>th</sup> day of March, 2016.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Tom Leabhart; 563-327-5155  
Wards: 1

**Action / Date**  
**3/16/2016**

**Subject:**

Resolution granting permission to Iowa Network Services, Inc. to install buried communications cable within public right-of-way in the City of Davenport along the east side of West Lake Boulevard from Locust Street north 650 feet to 2015 West Lake boulevard. Reference No. 2016-F2. [Ward 1]

**Recommendation:**

Pass the resolution.

**Relationship to Goals:**

A growing local economy.

**Background:**

Iowa Network Services, Inc. has requested permission to install a buried fiber optic communication line within City right-of-way in order to connect a client at 2015 West Lake boulevard. The distance of this line is approximately 650 feet. A map of the route is attached. The agreement reference number is 2016-F2.

The City Legal Department, the Engineering Division of the Public Works Department and the IT Department has reviewed and approved the proposed route and terms of the resolution.

**ATTACHMENTS:**

| Type                | Description                    |
|---------------------|--------------------------------|
| ▣ Resolution Letter | PW_RES pg2                     |
| ▣ Cover Memo        | INS Fiber Map to Honda 2016-F2 |

**REVIEWERS:**

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION granting permission to Iowa Network Services, Inc. to install Buried Communications Cable within public right-of-way in the City of Davenport along the east side of West Lake Boulevard from Locust Street north 650 feet to 2015 West Lake boulevard. Reference No. 2016-F2.

WHEREAS, Iowa Network Services, Inc. (the "Owner") has submitted a request to construct buried communications cable in Davenport in accordance with the map hereto attached. Line 2016-F2 will run from Locust Street north approximately 650 feet to 2015 West Lake boulevard; and

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

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

1. That The Contractor shall hold the City harmless, defend and indemnify it from any and all liability for claims of any nature arising from the granting of this authorization of the activities or work performed by The Contractor as a consequence thereof, or as the result of the damage, interruption or any other matters relating to the cable and connection therewith or as a result thereof, except as otherwise limited by the provisions of paragraph 9, and that The Contractor hold harmless, defend and indemnify the City from any such claims. Further, that Contractor shall name the City and its employees as additional insureds on its liability insurance coverage in limits to be set from time to time by the City Council and initially set at \$1 million each year.
2. That the Owner shall pay all costs for the construction and maintenance of the cable.
3. That the Contractor shall coordinate all traffic control required for this project with the Traffic Engineering Division of the Public Works Department and shall be responsible for all costs related to traffic control.
4. That, at the direction of the City Council, The Owner shall, in a timely manner, remove and replace, relocate, or otherwise adjust said cable in order to provide for the maintenance, construction, or reconstruction of any City owned utility or public improvements within the City of Davenport, Iowa, or, for any other reasonable public cause determined at the discretion of the City Council of Davenport.

5. That all excavations for laying pipes, access boxes, cable or lines shall be made in such a manner as will not interfere with any gas, sewer, water or other pipes or infrastructure theretofore laid and so as to avoid, so far as possible, obstructing any street or alley or the drainage thereof, and said streets, avenues and alleys shall be promptly repaired and restored to a condition as good as the same were in prior to the laying of said pipes and any pavement or other surfacing removed shall be repaired and restored with the same kind of material as was used in the construction of the pavement or other surfacing so removed. Settling in any street, avenue or alley caused by such excavations shall be promptly repaired by Contractor and all repairs and replacements shall be to the satisfaction of the City officials; but before opening or making any excavation within any street or alley rights of way, The Contractor shall secure from said City a written permit to do so, except in case of emergency, which permit said City shall issue to The Contractor upon reasonable terms and conditions. The permit secured shall be the City Standard Permit, except the \$1.00 per foot disruption fee shall not apply to this agreement.
6. Pursuant to Iowa Code Chapter 480A Public Utilities in Public Right-of-Way, subsection 480A.3 Fees, The City shall only recover on an annual basis its true right-of-way management costs to be allocated equitably among all entities using City right-of-way. These costs once calculated shall be equally divided among all users and billed accordingly to Owner based on that year's expense.
7. The owner shall be responsible for a fee of \$0.10 per lineal foot of conduit to be paid to the City on an annual basis for as long as the conduit is in use.
8. That the Contractor working for the owner performing the work shall comply with all City Ordinances covering the work, including permits and bonding.
9. That The Owner shall contract with a "One Call" utility notification service for receiving notice on the location of the cable for the time the cable shall be in place and in service.
10. That The Owner shall be responsible for obtaining necessary legal consent and permission from railroad companies, the Iowa Department of Transportation, private and public agencies and other persons or organizations that have a legal interest, and this Resolution is subject to such permission, consent and clearance being obtained from such entities.
11. Unless caused by gross negligence or willful, intentional or malicious conduct by city employees, The Contractor and The Owner release the City and its employees for and from any and all liability for any damage or interruption, or of any other nature directly or indirectly related to the existence of the cable and related facilities, which at any time occur in the future.
12. The City can request additional conduit and handholes to be simultaneously installed along any or all portions of the route included in this resolution. The Owner agrees to work with City in advance of project start to get confirmation and agreement of City's desire to collocate along any of The Owner routes. The City will provide written notification to The

owner which routes it desires to place its own facilities no later than 10 days of said meeting. These facilities shall be exclusively for City use. The Owner agrees that they will install these facilities for the City. The City will be responsible for providing any of its own materials. The City will reimburse the owner for the cost of any incremental labor costs associated with installation of city conduit and/or fiber.

13. The Owner will provide the City of Davenport as built drawings in an electronic format suitable to the City of the entire route.

Passed and approved this 23<sup>th</sup> day of March, 2016

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

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

ACCEPTANCE OF THE PROVISIONS OF AGREEMENT NUMBER 2016-F2, RESOLUTION NO. 2015-  
\_\_\_\_\_

**Iowa Network Services, Inc.**

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

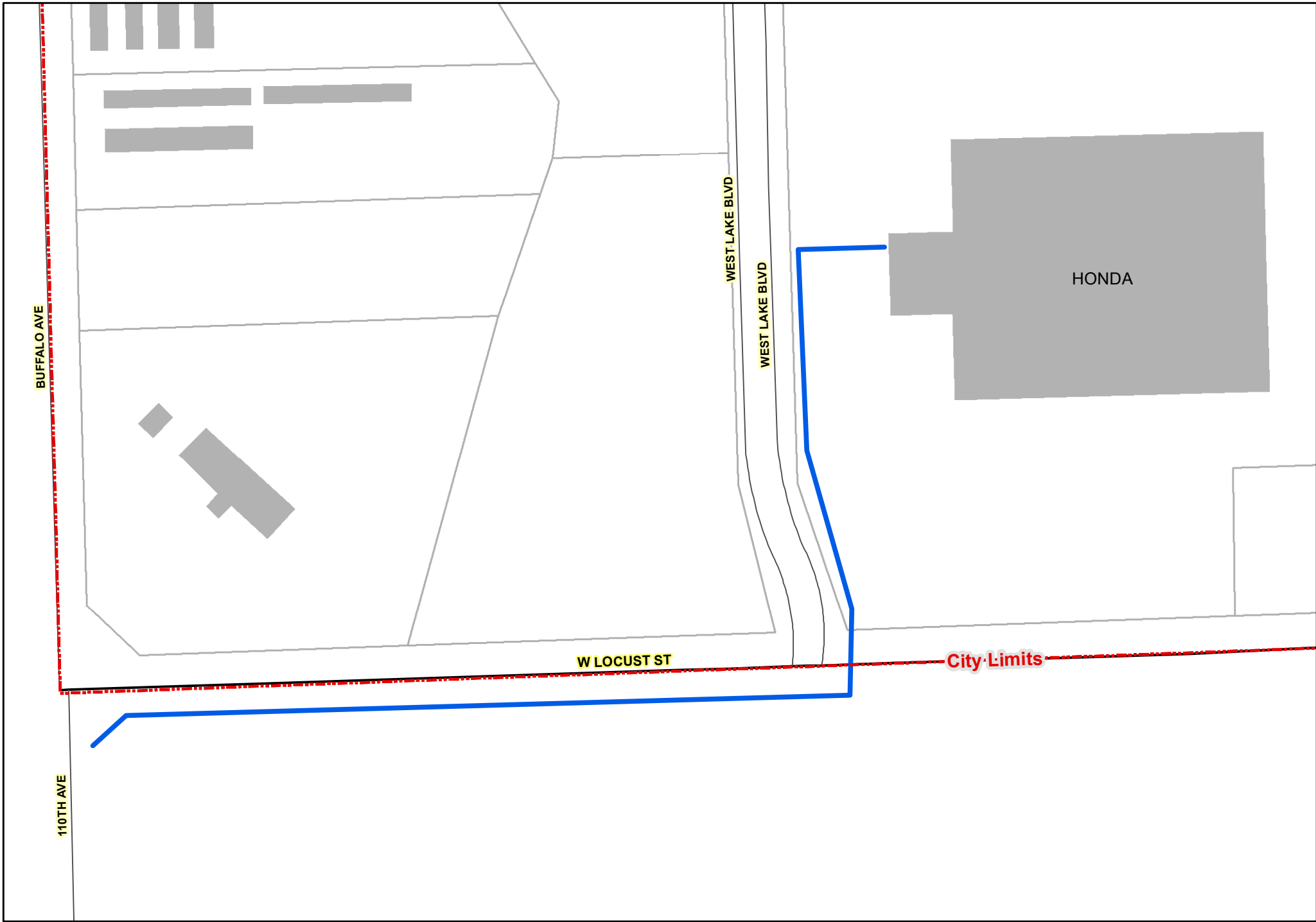
) SS:

COUNTY OF \_\_\_\_\_ )

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

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

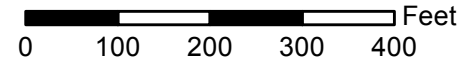
\_\_\_\_\_  
Notary Public



# Proposed Fiber Optic Route

2016 - F2

Map Date: 3/9/16



City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Tom Leabhart; (563)327-5155  
Wards: 8

**Action / Date**  
**3/16/2016**

Subject:  
Resolution approving the contract for engineering services with Luckett and Farley of Louisville, Kentucky in the amount not to exceed \$163,250 for design of street improvements in connection with the Kraft-Heinz relocation to the Eastern Iowa Industrial Park. [Ward 8]

Recommendation:  
Pass the resolution.

Relationship to Goals:  
Welcome Investment

Background:  
The Kraft Heinz Company is planning the construction of a state-of-the-art food manufacturing facility on approximately 70 acres in the Eastern Iowa Industrial Center. The company estimates the total project investment at \$203 million and allows for the retention of 475 full time positions.

There are several upgrades that must be made to Enterprise Way, Slopertown Road, and a new public road that will run North and South to connect their new facility to this site.

The estimated cost of these improvements is \$5,874,844. The City has been awarded a grant through the Iowa Department of Transportation's Revitalizing Iowa's Sound Economy (RISE) program to help with the cost of these improvements. The RISE funding will cover 80% of estimated costs (at no more than \$4,699,875). The RISE program requires a 20% matching contribution. The City anticipates using TIF funding to cover the remaining \$1,174,969 contribution.

The firm of Luckett and Farley Louisville, Kentucky has been hired by Kraft Heinz Company to perform the site design of their new facility. Working for Kraft Heinz, Luckett and Farley will have intimate knowledge of the site details and schedule needed to keep the street improvements on track with the larger project. Their design fee is eligible for 80% reimbursement from the RISE grant.

**ATTACHMENTS:**

| Type         | Description                                |
|--------------|--------------------------------------------|
| ▣ Cover Memo | Attach Contract L&F for KH LEABHART        |
| ▣ Cover Memo | L&F Proposal for Kraft Heinz Street Design |

**REVIEWERS:**

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

RESOLUTION offered by Alderman Ambrose.

RESOLUTION approving the contract for engineering services with Luckett and Farley of Louisville, Kentucky in the amount not to exceed \$163,250 for design of street improvements in connection with the Kraft-Heinz relocation to the Eastern Iowa Industrial Park.

WHEREAS, the City of Davenport has obtained a Revitalize Iowa Sound Economy grant for Kraft-Heinz relocation to the Eastern Iowa Industrial; and

WHEREAS, the City of Davenport, Iowa has determined the need to improve a public roadway to provide access for the Kraft Heinz Company's business retention project located on approximately 70 acres in the Eastern Iowa Industrial Center; and

WHEREAS, the firm of Luckett and Farley has been selected by Kraft Heinz to perform their site design at the new location; and

WHEREAS, a satisfactory contract has been negotiated with Luckett and Farley;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Davenport, Iowa: that the contract with Luckett and Farley in the amount not to exceed \$163,250 for street design in relation to the Kraft-Heinz relocation to the Eastern Iowa Industrial Center is hereby formally approved.

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

Passed and approved this 23<sup>rd</sup> day of March, 2015.

Approved:

Attest:

\_\_\_\_\_  
William E. Gluba, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

03/09/2016

Tom Leabhart, P.E.  
Development Engineer  
City of Davenport Public Works  
1200 E 46th St  
Davenport, IA 52807

Re: Kraft/Heinz Roadway Improvements  
Engineering Services Proposal

Mr. Leabhart,

We are submitting this proposal to you as a follow-up to our recent meetings and site visits to the City of Davenport, as part of our design contract with Gray Construction for the new Kraft/Heinz facility, to be located on Slopertown Road. These discussions included Ms. Sarah Ott, Economic Development Coordinator and yourself, from the City of Davenport. The purpose of our discussions and site visits were to review the City's review/approval and permitting process.

During our discussions, the subject was raised as to the progress of the design for the street improvements, needed to provide service to the Kraft/Heinz site. At that time detailed design had not been initiated and we expressed interest in providing these services to the City in conjunction with our design of the Kraft/Heinz site. Subsequently, information regarding the new facilities were provided to Lockett & Farley for review. We have reviewed the information and wish to provide the following proposal for design services.

#### **SCOPE OF WORK**

Lockett & Farley will prepare construction plans for various new and realignment plans as described in the attached "Kraft-Heinz Scope of Work For Design of Street Improvements" dated 2/17/2016. Lockett & Farley will contract with a local survey firm to provide adequate information for design of the street improvements.

#### **EXCLUSIONS**

Environmental services are excluded from our scope of work. If these services are to be added to Lockett & Farley's scope of work, we will contract with a local firm at a cost plus 15% fee.

#### **DELIVERABLES**

Based on our review of the provided information, Lockett & Farley will provide the following:

Roadway Construction and Improvement Plans consisting of the following:

- Cover Sheet
- Typical Sections
- Slopertown Road Improvements Plan & Profile Sheets (two anticipated)
- New Roadway Plan & Profile Sheets (two anticipated)
- Enterprise Way Plan & Profile Sheet
- Maintenance of Traffic Plan for Slopertown Road

**100% Employee-Owned**  
ESTABLISHED 1853

737 South Third Street Louisville, Kentucky 40202-2100  
502-585-4181 Fax 502-587-0488 [www.lockett-farley.com](http://www.lockett-farley.com)

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN  
DEVELOPMENT

- Maintenance of Traffic Plan for Enterprise Way
- Slopertown Road Cross-section Sheets
- New Roadway Cross-section Sheets
- Enterprise Way Cross-section Sheets
- Storm Culvert Cross-section Sheets
- Storm Drainage Analysis
- Quantity Take-off and Opinion of Probable Construction Cost
- Provide final plans in AutoCad format

### **PROJECT SCHEDULE**

Luckett & Farley understands that time is of the essence, and is ready to begin within approximately one week upon receipt of your notice to proceed and existing conditions/topographic survey. We anticipate the project to be completed in approximately eight weeks.

### **PROJECT FEE**

Luckett & Farley proposes to provide the above outlined Scope of Work for a lump sum fee of one hundred sixty-three thousand two hundred fifty dollars (\$163,250.00). Reimbursable expenses, including travel costs, are included in the lump sum fee. If it appears that an increase in the scope of work will be required, we will review this with you before proceeding further and will adjust the fee, in accordance with the attached rate sheet.

### **HAZARDOUS MATERIALS**

It is understood that Luckett & Farley is not trained in the identification, classification or removal of hazardous materials such as mold, asbestos, PCBs, lead-based paint, biohazard material, etc. consequently, Luckett & Farley assumes no liability for any damage or exposure to such materials. If a specialist is needed to conduct a survey, the City of Davenport Public Works is responsible for retaining such consultant.

### **ACCEPTANCE**

We understand the urgency in completing this project in a timely manner. Your email authorization to proceed will temporarily be sufficient to get us started until a formal contract has been completed. Please sign below to acknowledge your acceptance of this proposal. You may return it to us via email at Pgambrell@luckett-farley.com, or if you like, we can set up a time to meet and review it. Please feel free to contact me if you have questions regarding this proposal. We are looking forward to getting started on this project.

Mr. Tom Leabhart  
Kraft/Heinz Roadway Improvements  
03/09/2016  
Page 3



Respectfully Submitted,  
LUCKETT & FARLEY

A handwritten signature in blue ink, appearing to read 'Phillip Gambrell', is written over a yellow rectangular background.

Phillip Gambrell, P.E. LEEDAP  
Manager, Civil Engineering  
pgambrell@luckett-farley.com  
502-585-4181  
16-046

Attachments - Certificate of Liability Insurance  
2016 Rate Sheet  
Kraft-Heinz Scope of Work for Design of Street Improvements

City of Davenport Public Works

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Title

**100% Employee-Owned**  
ESTABLISHED 1853

737 South Third Street Louisville, Kentucky 40202-2100  
502-585-4181 Fax 502-587-0488 [www.luckett-farley.com](http://www.luckett-farley.com)

ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN  
DEVELOPMENT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br><br>The Underwriters Group, Inc.<br>1700 Eastpoint Parkway<br>P.O. Box 23790<br>Louisville, KY 40223                      | <b>CONTACT NAME:</b><br><b>PHONE (A/C, No, Ext):</b> 502-244-1343<br><b>E-MAIL ADDRESS:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>FAX (A/C, No):</b> 502-244-1411 |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|--------|-----------------------------------------|-------|-----------------------------------------------|-------|-------------------------------------|--|-----------------------------------------|-------|----------------------------------------------|-------|-------------------------------------------|
|                                                                                                                                              | <table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: KESA Self Insurance Fund</td><td></td></tr><tr><td>INSURER D: Cincinnati Indemnity Company</td><td>23280</td></tr><tr><td>INSURER E: Travelers Indemnity Co Of America</td><td>25666</td></tr><tr><td>INSURER F: XL Specialty Insurance Company</td><td>37885</td></tr></tbody></table> |                                    | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Cincinnati Insurance Company | 10677 | INSURER B: Charter Oak Fire Insurance Company | 25615 | INSURER C: KESA Self Insurance Fund |  | INSURER D: Cincinnati Indemnity Company | 23280 | INSURER E: Travelers Indemnity Co Of America | 25666 | INSURER F: XL Specialty Insurance Company |
| INSURER(S) AFFORDING COVERAGE                                                                                                                | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER A: Cincinnati Insurance Company                                                                                                      | 10677                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER B: Charter Oak Fire Insurance Company                                                                                                | 25615                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER C: KESA Self Insurance Fund                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER D: Cincinnati Indemnity Company                                                                                                      | 23280                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER E: Travelers Indemnity Co Of America                                                                                                 | 25666                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| INSURER F: XL Specialty Insurance Company                                                                                                    | 37885                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |
| <b>INSURED</b><br><br>Luckett & Farley Architects,<br>Engineers & Construction Managers, Inc.<br>737 S. Third Street<br>Louisville, KY 40202 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                    |                               |        |                                         |       |                                               |       |                                     |  |                                         |       |                                              |       |                                           |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                              | ADDL INSR | SUBR WVD | POLICY NUMBER                         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                   |                                 |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|---------------------------------------|-------------------------|-------------------------|----------------------------------------------------------|---------------------------------|
| A        | GENERAL LIABILITY                                                                              | X         | X        | EPP0311508                            | 05/01/2015              | 05/01/2016              | EACH OCCURRENCE                                          | \$1,000,000                     |
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY                               |           |          | 6806C876032COF15                      | 01/02/2015              | 01/02/2016              | DAMAGE TO RENTED PREMISES (Ea occurrence)                | \$500,000                       |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                 |           |          |                                       |                         |                         | MED EXP (Any one person)                                 | \$10,000                        |
|          |                                                                                                |           |          |                                       |                         |                         | PERSONAL & ADV INJURY                                    | \$1,000,000                     |
|          |                                                                                                |           |          |                                       |                         |                         | GENERAL AGGREGATE                                        | \$2,000,000                     |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:                                                             |           |          |                                       |                         |                         | PRODUCTS - COMP/OP AGG                                   | \$2,000,000                     |
|          | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |                                       |                         |                         |                                                          | \$                              |
| A        | AUTOMOBILE LIABILITY                                                                           | X         | X        | EPP0311508                            | 05/01/2015              | 05/01/2016              | COMBINED SINGLE LIMIT (Ea accident)                      | \$1,000,000                     |
|          | <input type="checkbox"/> ANY AUTO                                                              |           |          |                                       |                         |                         | BODILY INJURY (Per person)                               | \$                              |
|          | <input type="checkbox"/> ALL OWNED AUTOS                                                       |           |          |                                       |                         |                         | BODILY INJURY (Per accident)                             | \$                              |
|          | <input checked="" type="checkbox"/> HIRED AUTOS                                                |           |          |                                       |                         |                         | PROPERTY DAMAGE (Per accident)                           | \$                              |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                       |           |          |                                       |                         |                         | AGGREGATE                                                | \$                              |
|          | <input checked="" type="checkbox"/> NON-OWNED AUTOS                                            |           |          |                                       |                         |                         |                                                          |                                 |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB                                              |           | X        | EPP0311508                            | 05/01/2015              | 05/01/2016              | EACH OCCURRENCE                                          | \$5,000,000                     |
|          | <input type="checkbox"/> EXCESS LIAB                                                           |           | X        |                                       |                         |                         | AGGREGATE                                                | \$5,000,000                     |
|          | <input type="checkbox"/> OCCUR                                                                 |           |          |                                       |                         |                         |                                                          | \$                              |
|          | <input type="checkbox"/> CLAIMS-MADE                                                           |           |          |                                       |                         |                         |                                                          |                                 |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0                |           |          |                                       |                         |                         |                                                          |                                 |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                  |           |          | WC10000065182015A-KY                  | 05/01/2015              | 05/01/2016              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS | <input type="checkbox"/> OTH-ER |
| D        | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                    | Y/N       |          | WC183303911- Others                   | 05/01/2015              | 05/01/2016              | E.L. EACH ACCIDENT                                       | \$2,000,000                     |
| E        | If yes, describe under DESCRIPTION OF OPERATIONS below                                         |           | N/A      | XVMPHUB4012T94315-KY (D&E-\$1,000 EL) | 01/02/2015              | 01/02/2016              | E.L. DISEASE - EA EMPLOYEE                               | \$2,000,000                     |
|          |                                                                                                |           |          |                                       |                         |                         | E.L. DISEASE - POLICY LIMIT                              | \$2,000,000                     |
| F        | Professional Liability                                                                         |           | X        | DPR9726607                            | 10/01/2015              | 10/01/2016              | Each Claim                                               | 5,000,000                       |
|          |                                                                                                |           |          |                                       |                         |                         | Aggregate                                                | 5,000,000                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only  
For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## 2016 RATE SCHEDULE HOURLY COMPENSATION RATES

*If requested by the Owner, work beyond the Scope of Basic Services may be performed on a fixed price, percentage or hourly rate basis. Listed below are hourly rates for various categories of staff members of the Architect.*

| EMPLOYEE CATEGORY                  | HOURLY RATE |
|------------------------------------|-------------|
| Principal                          | \$ 225      |
| Vice President                     | \$ 180      |
| Senior Project Manager             | \$ 145      |
| Project Manager                    | \$ 135      |
| Senior Engineer                    | \$ 135      |
| Engineer                           | \$ 125      |
| Senior Architect                   | \$ 115      |
| Senior Engineering Designer *      | \$ 115      |
| Program Manager                    | \$ 115      |
| Landscape Architect                | \$ 105      |
| Architect                          | \$ 105      |
| Graduate Engineer                  | \$ 100      |
| Senior Interior Designer           | \$ 95       |
| Senior Designer*                   | \$ 100      |
| Designer *                         | \$ 90       |
| Interior Designer                  | \$ 80       |
| Specification / Technical Typist * | \$ 70       |
| Drafter *                          | \$ 75       |
| Administrative Support *           | \$ 70       |

*The above rates include all employees' wages, payroll burdens, overhead and profit.*

*Overtime hours charged by non-exempt employees (categories identified by \*) will carry a premium charge factor of 1.3.*

*For lump sum projects, these Hourly Rates apply only to Additional Services.*

## REIMBURSABLE EXPENSE RATES

*In addition to Fees, the following expenses are reimbursable as they apply to the Project:*

1. **Communication** – Actual cost of long distance telephone, fax, postage and overnight delivery.
2. **Outside Consulting Services (e.g. Survey, Topographic, Geotechnical) and Special Supplies** – Actual cost plus twenty percent (15%).
3. **Specification and Drawing Reproduction:**

|                                                                                                                                                                                                                    |                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <p><b>Color Printing:</b></p> <p>\$3.00 per square foot for mylar reproducibles</p> <p>\$ .50 per square foot for B/W bond copy</p> <p>\$ .10 per photocopy (includes collating and binding of specifications)</p> | <p>\$4.00 per square foot for large format</p> <p>\$2.00 per square foot for color bond</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
4. **Scanning:**

|                                          |                                 |
|------------------------------------------|---------------------------------|
| <p>Drawings - \$ .68 per square foot</p> | <p>Color Photos - \$10 each</p> |
|------------------------------------------|---------------------------------|
5. **Color Boards** – \$175 (excludes design time)
6. **Copy Drawings to Electronic File** – \$60 per drawing file
7. **Travel** – Mileage is charged in accordance with IRS regulations. Actual cost of other modes of travel.
8. **Food and Lodging** – Reasonable and actual living expenses incurred while on assignment or travel away from the office.
9. **Permits** – Fees paid for securing approval of authorities having jurisdiction over the project shall be reimbursed as actual expense plus ten percent (10%).

**Kraft-Heinz Scope of Work  
For Design of Street Improvements  
Information from DPW  
2/17/16**

**Streets:**

1. Include geometric and structural design.
2. Include drainage and storm sewer design.
3. Include construction contract Special Provisions. Construction should be per City of Davenport Standard Specifications which may be supplemented by sections of SUDAS or Iowa DOT Specifications as required.
4. Include construction plans.
5. Include construction cost estimates.
6. Front end contract documents and bidding to be City responsibility.
7. Traffic Study to be City responsibility.

The following is understood to be Kraft-Heinz desired traffic flow pattern and basic street details. This should be confirmed with Kraft-Heinz:

A new north-south street (New St) will be constructed between Enterprise Way and Slopertown Road. Trucks will enter the site from the south via Enterprise Way turning north on New St. Trucks may stack on Enterprise Way and in the easterly lane of New St between Enterprise Way and to the factory entrance.

New St will have a continuous right turn/stacking lane from Enterprise Way to the factory entrance.

Dependent upon need shown by a traffic study Left and right turn lanes are to be constructed on Slopertown Road and Enterprise Way. Dependent upon the traffic study traffic signals may be required at the intersection of New St and Slopertown Road.

All traffic lanes on Enterprise Way, New St and Slopertown shall be a minimum 12.0' wide. Enterprise Way and New St shall have an urban x-section with curbing. A rural x-section may be maintained on Slopertown using shoulders which at a minimum match the existing shoulders.

New St shall be comprised of a minimum of three traffic lanes (37.5' B-B); four lanes (49' B-B) are required just south of the factory entrance. Refer to drawings provided.

New St right-of-way, ROW, shall be a minimum of 70' wide or maintain 16.5' between back of curb and right-of-way line. The 70' ROW shall be centered on the west Kraft-Heinz property line.

The desired design speed for New St is 40 mph (35 travel), however this may be reduced to no less than 35 mph if site conditions dictate. The City shall review the design speed as the design progresses. Turning radii shall be that needed for the anticipated delivery trucks, WB-67.

Existing Enterprise way is constructed of 11" PCC on a 6" drainable base. New construction along Enterprise Way shall match this design.

The minimum structural design of New St shall match that of Enterprise Way. An equal design of full depth HMA also with drainable base will be considered if the cost is comparative.

Existing Slopertown is constructed of full depth HMA with no shoulders. Design x-section details of the roadway are not yet determined. New construction on Slopertown shall match the existing as minimum. Six foot wide crushed rock shoulders are desired along the new construction. The existing pavement has no shoulders.

**Plan Review:**

Submit review plans to the City at 5%, 25%, 75% and 90% stages.

**Meetings:**

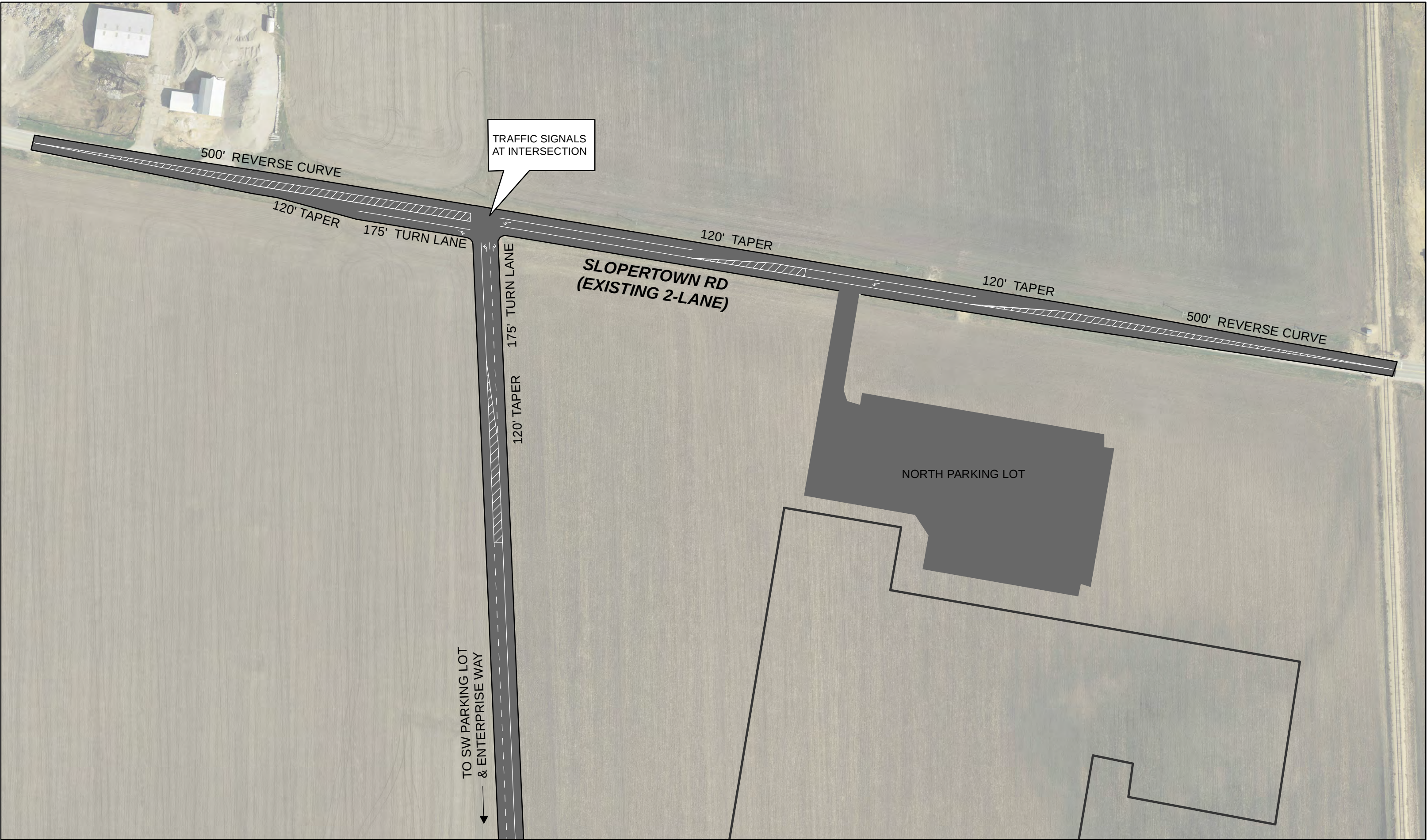
Include three design/project status meetings with the City.

**Easements and Right of Way:**

1. Include determination of ROW and easement needs.
2. Include legal descriptions and plats for street ROW and easement needs.

**Available Information Includes:**

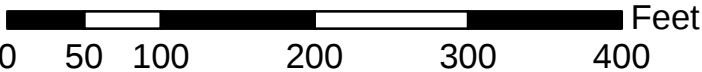
1. Kraft Roadway pdf files 1, 2, 3 and 6 dated 11/2/15 and the Iowa RISE grant application. (previously sent)
2. Construction plans for Enterprise Way and the existing sewer south.
3. City and County GIS information.



# KRAFT HEINZ DEVELOPMENT

ENTRANCE FROM SLOPERTOWN RD

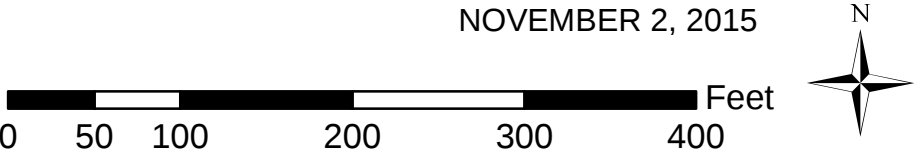
NOVEMBER 2, 2015



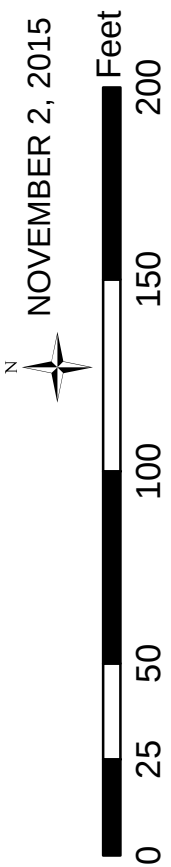


# KRAFT HEINZ DEVELOPMENT

ENTRANCE FROM ENTERPRISE WAY



NOVEMBER 2, 2015



# KRAFT HEINZ DEVELOPMENT

ENTRANCE TO SW PARKING LOT

NOVEMBER 2, 2015



TRAFFIC SIGNALS  
AT INTERSECTION

SLOPERTOWN RD  
(EXISTING 2 LANE)

NORTH PARKING LOT

SOUTHWEST  
PARKING LOT

HILLANDALE RD

ENTERPRISE WAY  
(EXISTING)

EXISTING  
TRANSLOAD  
FACILITY

# KRAFT HEINZ DEVELOPMENT

PROPOSED SITE IMPROVEMENTS



NOVEMBER 2, 2015



City of Davenport

Agenda Group:  
Department: Public Works  
Contact Info: Tom Leabhart; (563)327-5155  
Wards: 3

**Action / Date**  
**3/16/2016**

Subject:  
Resolution approving the specifications, form of contract and estimate of cost for the LeClaire Park Storm Sewer Project, CIP #10011. [Ward 3]

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life

Background:  
The 42" storm sewer running through LeClaire Park is substandard, not allowing for proper storm water drainage.

To reduce cost and to protect the integrity of the seawall the new line will connect to an alternate storm structure north of the seawall.

ATTACHMENTS:

| Type                | Description |
|---------------------|-------------|
| ▢ Resolution Letter | PW_RES pg2  |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION approving the plans, specifications, form of contract and estimate of cost for the LeClaire Park By-Pass Sewer Project, CIP Project #10011.

WHEREAS, on the 4<sup>th</sup> day of March, 2016, plans, specifications, form of contract and an estimate of cost were filed with the City Clerk of Davenport, Iowa for the LeClaire Park By-Pass Sewer Project 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 LeClaire Park By-Pass Sewer Project.

Passed and approved this 23<sup>rd</sup> day of March, 2016.

Approved:

Attest:

\_\_\_\_\_  
Frank J. Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, Deputy City Clerk

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brian Krup; (563) 326-7703  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Resolution assessing sewer lateral repair at various lots and tracts of real estate.

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life.

Background:  
The sewer laterals at the following locations were replaced and billed to the property owners.  
The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

| Type         | Description                   |
|--------------|-------------------------------|
| ▯ Cover Memo | PW RES - REPAIR SEWER LATERAL |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of repairing sewer lateral at various locations.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of repairing sewer lateral on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

## Repair Sewer Lateral Invoices for Levy

| <u>CUST ACCT</u>             | <u>NAME</u>    | <u>PARCELID</u> | <u>INVOICE</u>             | <u>BALANCE</u> |
|------------------------------|----------------|-----------------|----------------------------|----------------|
| 000051413                    | TIFFANY PILGER | J0013-15        | 01310943                   | \$2,530.71     |
| Number of Accounts to Levy 1 |                |                 | Total Balance Outstanding: | \$2,530.71     |

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brian Krup; (563) 326-7703  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Resolution assessing sidewalk replacement at various lots and tracts of real estate.

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life.

Background:  
The sidewalk was replaced at the following lots and tracts of real estate and was billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

| Type         | Description               |
|--------------|---------------------------|
| ▯ Cover Memo | PW RES - REPLACE SIDEWALK |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of replacing sidewalk at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of replacing sidewalk on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

# Sidewalk Repair Invoices for Levy

| <u>CUST ACCT</u>           | <u>NAME</u>      | <u>PARCELID</u> | <u>INVOICE</u>             | <u>BALANCE</u> |
|----------------------------|------------------|-----------------|----------------------------|----------------|
| 300182070                  | CARTER, SHERRY P | D0054-07        | 01310976                   | \$1,466.59     |
| Number of Accounts to Levy |                  |                 | Total Balance Outstanding: | \$1,466.59     |

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brian Krup; (563) 326-7703  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Resolution assessing board up building at various lots and tracts of real estate.

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life.

Background:  
The buildings were boarded up at the following locations and billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

| Type         | Description                |
|--------------|----------------------------|
| ▢ Cover Memo | PW RES - BOARD UP BUILDING |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of boarding up building at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of boarding up building on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

# Board Up Building Invoices for Levy

| <u>CUST ACCT</u>                  | <u>NAME</u>        | <u>PARCELID</u> | <u>INVOICE</u>                    | <u>Balance</u>    |
|-----------------------------------|--------------------|-----------------|-----------------------------------|-------------------|
| 300092124                         | MAI, CHRISTIN M    | B0008-07        | 80005143                          | \$249.55          |
| 000026598                         | DECKLAR, DEBRA L   | H0048-24        | 80005145                          | \$152.35          |
| 300118262                         | BROWN, W L         | G0027-38        | 80005146                          | \$311.75          |
| 000049582                         | GOF LLC            | K0007-38        | 80005147                          | \$152.35          |
| 300223402                         | WINTERS, FRANCIS E | F0011-03        | 80005318                          | \$185.00          |
| <b>Number of Accounts to Levy</b> |                    | <b>5</b>        | <b>Total Balance Outstanding:</b> | <b>\$1,051.00</b> |

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brian Krup; (563) 326-7703  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Resolution assessing brush & debris removal at various lots and tracts of real estate.

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life.

Background:  
The brush and debris was removed at the following locations and were billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

| Type         | Description                     |
|--------------|---------------------------------|
| ▣ Cover Memo | PW RES - BRUSH & DEBRIS REMOVAL |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of brush and debris removal at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of brush and debris removal on said lots or tracts.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

# Brush and Debris Invoices for Levy

| <u>CUST ACCT</u> | <u>NAME</u>           | <u>PARCELID</u> | <u>INVOICE</u> | <u>BALANCE</u> |
|------------------|-----------------------|-----------------|----------------|----------------|
| 300187638        | JULY, DONALD          | O2112D37        | 80002632       | \$231.50       |
| 000049582        | GOF LLC               | K0007-38        | 80005128       | \$239.75       |
| 000065701        | JUSTIN SLIGHTOM       | J0022-06        | 80005129       | \$231.50       |
| 000052756        | MASTERSON, DAVID L    | C0052-03        | 80005130       | \$231.50       |
| 000063684        | 1325 HOLDINGS LLC     | G0048-06        | 80005131       | \$248.00       |
| 120188485        | CYCLONE DEVELOPMENT   | H0052-68        | 80005133       | \$231.25       |
| 300175642        | MILLER, LYMEN A       | G0029-15        | 80005134       | \$239.75       |
| 000065700        | TRUTH APOSTOLIC TEMPL | G0051-11        | 80005136       | \$248.00       |
| 000036693        | MEIER, HELEN          | J0037-24        | 80005158       | \$264.50       |
| 000043341        | BANK OF AMERICA NA    | B0008-07        | 80005159       | \$239.75       |
| 000052129        | DIANA PIZANO          | W0318-31        | 80005164       | \$264.50       |
| 000065977        | HOME OPPORTUNITY LLC  | H0056-27        | 80005172       | \$248.00       |
| 000150058        | COMPLETE COMFORT PRO  | G0011-23        | 80005180       | \$223.25       |
| 120163008        | BENSON, GERALD A      | G0013-46        | 80005187       | \$223.25       |
| 300120624        | ALCALA, MARK          | G0051-30        | 80005209       | \$256.25       |
| 300165973        | BACKSTROM, DEBORAH J  | J0044-11        | 80005214       | \$378.25       |
| 300203641        | JONES, JAMES          | E0012-09        | 80005222       | \$264.50       |
| 300208916        | CROCKETT, TINA        | P1116C14        | 80005223       | \$272.25       |
| 300230092        | STEVENS, LYNNETTE     | C0041-04        | 80005231       | \$282.00       |
| 300243433        | ROBERTSON, JANEL M    | J0026-30        | 80005239       | \$223.00       |
| 300253454        | BRAVO PROPERTIES LLC  | G0011-24        | 80005242       | \$223.25       |
| 300260086        | MOCHA MAYA LLC        | C0064-33        | 80005248       | \$256.25       |
| 300263177        | MAD VENTURES          | H0011-23        | 80005257       | \$239.75       |
| 400002988        | HARRISON, ANDRE       | H0037-11        | 80005265       | \$247.50       |
| 000013827        | S & J REALTY          | F0052-08        | 80005271       | \$271.75       |
| 000066243        | GALVIN, ELIZABETH A   | F0011-42        | 80005291       | \$223.25       |
| 000066244        | JONES, JANETH M       | H0001-41        | 80005292       | \$239.75       |
| 000151389        | TL RENTS LLC          | G0013-17        | 80005295       | \$239.75       |
| 120137861        | TOOLATE, AILEMA       | H0037-08        | 80005298       | \$264.00       |
| 120163008        | BENSON, GERALD A      | G0004-32        | 80005299       | \$239.75       |
| 120170840        | BACH, TZAN T          | F0035-09        | 80005301       | \$255.25       |
| 300130820        | PATE, RHONDA          | F0022-09        | 80005306       | \$263.75       |
| 300147366        | LAUGHLIN, DONALD      | M1033-32        | 80005307       | \$1707.00      |
| 300161485        | BURROUGHS, MIGNON R   | F0011-37        | 80005308       | \$247.75       |
| 300179731        | SHEEDY, TIMOTHY J     | C0058-07        | 80005310       | \$223.25       |
| 300218269        | MENDEZ, ANTHONY R     | H0009-07        | 80005316       | \$225.75       |
| 300253445        | KING, CONNIE K        | K0006-22        | 80005322       | \$248.00       |

|                                   |                      |           |                                   |                  |
|-----------------------------------|----------------------|-----------|-----------------------------------|------------------|
| 300258492                         | MAD VENTURES         | F0012-29  | 80005323                          | \$248.00         |
| 300263077                         | NORTHWEST BANK & TRU | G0049-07  | 80005324                          | \$877.50         |
| 400000473                         | SKOVRONSKI, WALLIE   | G0004-30  | 80005326                          | \$248.00         |
| <b>Number of Accounts to Levy</b> |                      | <b>40</b> | <b>Total Balance Outstanding:</b> | <b>12,030.00</b> |

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Brian Krup; (563) 326-7703  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Resolution assessing snow removal at various lots and tracts of real estate.

Recommendation:  
Approve the resolution.

Relationship to Goals:  
Enhance Quality of Life.

Background:  
The snow was removed from sidewalks at various lots and tracts of real estate and was billed to the property owners. The bills have not been paid and now are to be levied against the properties.

ATTACHMENTS:

| Type         | Description           |
|--------------|-----------------------|
| □ Cover Memo | PW RES - SNOW REMOVAL |

REVIEWERS:

| Department             | Reviewer       | Action   | Date                |
|------------------------|----------------|----------|---------------------|
| Public Works Committee | Admin, Default | Approved | 3/16/2016 - 5:29 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Ray Ambrose

RESOLVED by the City Council of the City of Davenport.

RESOLUTION assessing the cost of snow removal from sidewalks at various lots and tracts of real estate.

WHEREAS, that the following lots or tracts of real estate situated in the City of Davenport, and the owners, thereof, be hereby assessed the amounts set forth, and the same being the cost of snow removal from sidewalk at various lots and tracts of real estate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Davenport that the City treasurer be and is hereby ordered to collect the same as ordinary taxes to-wit.

BE IT FURTHER RESOLVED: If any amount assessed against property herein does not exceed \$500.00, such assessment must be made in 1 annual payment; if amount assessed exceeds \$500.00, such assessment may be in 10 annual installments; in the manner and with the same interest rate provided for assessment against benefited property under the State Code of Iowa as amended with the current interest rate of 9%. All assessments bear interest at the current rate of 9%.

Approved:

Attest:

\_\_\_\_\_  
Frank Klipsch, Mayor

\_\_\_\_\_  
Jackie E. Holecek, MMC, Deputy City Clerk

# Snow Removal Invoices for Levy

| <u>CUST ACCT</u> | <u>NAME</u>             | <u>PARCELID</u> | <u>INVOICE</u> | <u>BALANCE</u> |
|------------------|-------------------------|-----------------|----------------|----------------|
| 000014678        | STARDUST PROPERTIES L   | H0005-27        | 80005149       | \$90.00        |
| 000024344        | AMG PETROLEUM LLC       | C0002-04A       | 80005154       | \$90.00        |
| 000028637        | SENTRY OFFICE BUILDING  | Y0917-01A       | 80005156       | \$90.00        |
| 000032215        | VIEYRA-CORTES, CECILO   | G0002-09        | 80005157       | \$90.00        |
| 000055071        | GOMEZ, LISA G           | E0007-20        | 80005166       | \$90.00        |
| 000055735        | 3D PROPERTIES           | K0031-03        | 80005167       | \$90.00        |
| 000059101        | LARRY VENDEN            | S2921C41        | 80005170       | \$90.00        |
| 000066213        | WWRD LLC                | C0029-13        | 80005173       | \$90.00        |
| 000066215        | RIVAS, ELVIA            | E0031-26        | 80005175       | \$90.00        |
| 000150626        | JERUSALEM TEMPLE APOC   | X0253A05        | 80005182       | \$90.00        |
| 120198726        | MCDEVITT, THOMAS E      | H0004-44        | 80005188       | \$90.00        |
| 120247600        | SECRETARY OF HOUSING    | H0009-11        | 80005192       | \$90.00        |
| 300088504        | RUNNING, STEVE K        | C0029-01        | 80005204       | \$90.00        |
| 300114507        | DOWNING, WILLIAM        | O2111A20        | 80005207       | \$90.00        |
| 300136742        | KIEU, DU                | H0009-36        | 80005211       | \$90.00        |
| 300146357        | BYRD, PALMER JR         | G0016-03        | 80005212       | \$90.00        |
| 300173173        | O'TOOLE, ROBERT         | G0001-07        | 80005216       | \$90.00        |
| 300191195        | FANNING, LORI A         | C0031-26        | 80005219       | \$60.00        |
| 300197169        | GOODALL, JOEL           | G0001-06        | 80005220       | \$90.00        |
| 300200869        | JOHNSON, DEANNA L       | J0002-11        | 80005221       | \$90.00        |
| 300231734        | KONGKOUSONH, KEO        | H0003-25        | 80005232       | \$90.00        |
| 300242971        | MANUEL, KAREN           | H0008-19        | 80005238       | \$90.00        |
| 300243590        | WARNER, TERRY W         | C0028-12        | 80005240       | \$90.00        |
| 300244815        | ROGGENDORF, MARVEL      | F0013-04        | 80005241       | \$90.00        |
| 300254114        | BENJAMIN, JAMES C       | M1513B05        | 80005244       | \$90.00        |
| 300254834        | FINANCIAL DISTRICT PROF | H0004-42        | 80005245       | \$90.00        |
| 300254894        | MARXEN, THOMAS E        | A0001C39        | 80005246       | \$90.00        |
| 300258415        | NANTZ, STEPHEN          | C0035-11        | 80005247       | \$90.00        |
| 300260086        | MOCHA MAYA LLC          | C0064-34        | 80005250       | \$90.00        |
| 300260619        | MORENO, LISAA           | N2901B02        | 80005251       | \$90.00        |
| 300262753        | COOK, RYAN              | H0010-08        | 80005256       | \$90.00        |
| 300263177        | MAD VENTURES            | F0013-34        | 80005258       | \$90.00        |
| 300265144        | SUITER, JIM W           | C0038-09        | 80005259       | \$90.00        |
| 400002756        | MEYERS, LYNN            | C0028-11        | 80005263       | \$90.00        |
| 400002756        | MEYERS, LYNN            | G0004-04        | 80005264       | \$90.00        |
| 400003371        | EDW OF DAVENPORT INC    | M1509D31        | 80005266       | \$90.00        |

Number of Accounts to Levy

Total Balance Outstanding:

\$3210.00

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Mallory Merritt (563) 326-7792  
Wards: All

**Action / Date**  
**2/17/2016**

Subject:

Third Consideration: Ordinance amending Chapters 13.16.107A and 13.16.107B entitled "Sanitary Sewer Rates - Amount" from \$3.77 to \$3.96 to \$4.16 per one hundred cubic feet of water use as determined by water meter readings; and amending per bill rates for monthly commercial bills from \$14.39 to \$15.11 to \$15.86; and amending per bill rates for monthly residential bills from \$15.05 to \$15.77 to \$16.52; and per bill rates for quarterly residential bills from \$21.35 to \$22.32 to \$23.33 and quarterly commercial bills from \$19.35 to \$20.32 to \$21.33. [All Wards]

Recommendation:

Adopt the Ordinance

Relationship to Goals:

Financially Responsible City Government

Background:

The City is responsible for protecting the health and property of its citizens. One of its most significant operations in this mission is the establishment and maintenance of the sanitary sewer system and operations of the regional water pollution control plant. For more than 40 years, sewer rates have been established to generate fees in order to fund this operation and maintain the necessary infrastructure. The purpose of using a fee versus the use of property tax is based on the theory that users should pay for the quantity of usage. Also, entities such as hospitals, colleges, and churches do not pay property taxes; however, they are significant users of the services and receive substantial benefit. Therefore, sewer fees are an equitable way for all users to share the cost of operation.

A revision to the sanitary sewer rate study was completed by Arcadis Consulting recommending a 5% increase in FY 2017 and a 5% increase in FY 2018. The study included an in-depth review of the rates and fees to provide a utility rate structure that can fully fund the operating and capital components of the utility. The Capital Improvement Program includes all of the projects on the City's consent order from the Iowa Department of Natural Resources. The consent order requires significant sewer infrastructure investment over the next 20 years. These projects include the investigations of the system, rehabilitation and replacement to reduce inflow and infiltration of stormwater, improvements to the water pollution control plant, and compliance to more stringent EPA and IDNR regulations.

As mentioned above, the sewer rate includes funding for projects mandated by the IDNR for the Administrative Consent Order to eliminate all bypasses from the treatment facility and complying with more stringent requirement on plant effluent. The consent order specifically identifies projects such as studies on the system, reduction and elimination of the amount of ground, rain, and river water entering the system, rehabilitation and replacement of the sewer system, optimization of the water pollution control plant operations, and construction of an equalization basin.

This rate increase will not impact customers who are already exempt from sewer fees. The current eligibility guidelines include those customers ages 65 and older and people with disabilities who have an income level below \$21,698.

ATTACHMENTS:

| Type                                                                                        | Description                                     |
|---------------------------------------------------------------------------------------------|-------------------------------------------------|
|  Ordinance | Sewer Ordinance Rate Changes for FY 2017 Budget |

REVIEWERS:

| Department | Reviewer       | Action   | Date                 |
|------------|----------------|----------|----------------------|
| Finance    | Admin, Default | Approved | 3/17/2016 - 10:34 AM |

## ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 13.16.107A AND 13.16.107B ENTITLED "SANITARY SEWER RATES – AMOUNT" FROM \$3.77 to \$3.96 to \$4.16 PER ONE HUNDRED CUBIC FEET OF WATER USE AS DETERMINED BY WATER METER READINGS; AND AMENDING PER BILL RATES FOR MONTHLY COMMERCIAL BILLS FROM \$14.39 to \$15.11 to \$15.86; AND AMENDING PER BILL RATES FOR MONTHLY RESIDENTIAL BILLS FROM \$15.05 to \$15.77 to \$16.52; AND PER BILL RATES FOR QUARTERLY RESIDENTIAL BILLS FROM \$21.35 to \$22.32 to \$23.33 AND QUARTERLY COMMERCIAL BILLS FROM \$19.35 to \$20.32 to \$21.33;

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

SECTION 1. That Chapter 13.16.107A entitled "Rates-Amount" is hereby amended to read as follows:

1. Effective July 1, 2016. 396.00 cents per one hundred cubic feet of water use as determined by water meter readings.
2. Effective July 1, 2017. 416.00 cents per one hundred cubic feet of water use as determined by water meter readings.

SECTION 2. That Chapter 13.16.107B entitled "Rates-Amount" is hereby amended to read as follows:

1. Effectively July 1, 2016.
  - a. 1511.00 cents per bill for monthly billed commercial customers,
  - b. 1577.00 cents per bill for monthly billed residential customers,
  - c. 2032.00 cents per bill for quarterly commercial billed customers,
  - d. 2232.00 cents per bill for quarterly residential billed customers.
2. Effective July 1, 2017.
  - a. 1586.00 cents per bill for monthly billed commercial customers,
  - b. 1652.00 cents per bill for monthly billed residential customers,
  - c. 2133.00 cents per bill for quarterly billed commercial customers,
  - d. 2333.00 cents per bill for quarterly billed residential customers.

SECTION 3: That Chapter 13.16.107F is hereby amended to read as follows:

1. Effective July 1, 2013. 200.00 of rates established in Section B for residential customers per quarter to establish the no-fault sewer backup reimbursement program.

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1, 2, 5 and 6 of this ordinance shall be in full force and effective on July 1, 2016; Sections 3 and 4 shall be in full force and effective on July 1, 2017, after its final passage and publication as by law provided.

First Consideration\_\_\_\_\_

Second Consideration\_\_\_\_\_

Approved\_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest:\_\_\_\_\_

Jackie Holecek, CMC  
Deputy City Clerk

Published in the Quad City Times on \_\_\_\_\_

City of Davenport

Agenda Group:  
Department: Finance  
Contact Info: Mallory Merritt (563) 326-7792  
Wards: All

**Action / Date**  
**2/17/2016**

Subject:

Third Consideration: Ordinance amending Chapter 2.36 by adding a new section 2.36.240 entitled, "Permit Fees", that sets forth various fees related to fire department issued permits. [All Wards]

Recommendation:  
Adopt the ordinance.

Relationship to Goals:  
Financially Responsible City Government

Background:

The Fire Department routinely issues several types of permits, such as firework permits, hazmat permits, and above-ground and under-ground storage tank permits. The recommended action is to increase several of these fees by the below amounts. Additionally, the Hazmat permit fee schedule is attached. These fees were last changed in 1991, and the recommendation is to increase them to attempt a greater level of cost-recovery.

The recommendation is to increase the Fireworks Permit from \$35 to \$75 and to increase both the above-ground and under-ground storage tank permit fees from \$25 to \$125. The Hazmat permit fee schedule flat amounts based on volume should increase by 10% each. Schedule is attached.

ATTACHMENTS:

| Type              | Description                                                                    |
|-------------------|--------------------------------------------------------------------------------|
| ▣ Ordinance       | Ordinance amending Chapter 2.36 by adding a new section entitled "Permit Fees" |
| ▣ Backup Material | Proposed HAZMAT Permit Fee Schedule                                            |

REVIEWERS:

| Department | Reviewer       | Action   | Date                 |
|------------|----------------|----------|----------------------|
| Finance    | Admin, Default | Approved | 3/17/2016 - 10:34 AM |

ORDINANCE NO.

ORDINANCE AMENDING CHAPTER 2.36 BY ADDING A NEW SECTION 2.36.240 ENTITLED, "PERMIT FEES", THAT SETS FORTH VARIOUS FEES RELATED TO FIRE DEPARTMENT ISSUED PERMITS.

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

SECTION 1. That chapter 2.36 is amended to add a new section 2.36.240 "Permit Fees", establishing various rates and fees related to fire department issued permits.

1. 2.36.240 Permit Fees

SECTION 2. That Chapter 2.36.240 "Permit Fees", shall read and be established as follows:

1. Firework Permit Fee - \$75.00
2. Hazmat Permit Fee – See attached schedule.
3. Above-ground Storage Tank Permit Fee - \$125.00
4. Under-ground Storage Tank Permit Fee - \$125.00

SEVERABILITY CLAUSE. If any of the provisions of this ordinance are for any reason illegal or void, then the lawful provisions of this ordinance, which are separable from said unlawful provisions shall be and remain in full force and effect, the same as if the ordinance contained not illegal or void provisions.

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

EFFECTIVE DATE. Sections 1 and 2 of this ordinance shall be in full force and effective on July 1, 2016, after final approval and publication requirements have been met as required by law.

First Consideration\_\_\_\_\_

Second Consideration\_\_\_\_\_

Approved\_\_\_\_\_

\_\_\_\_\_  
Frank Klipsch  
Mayor

Attest:\_\_\_\_\_  
Jackie Holecek, CMC

Deputy City Clerk

Published in the Quad City Times on \_\_\_\_\_

# HAZMAT Permit Fee Summary

Effective July 1, 2016

1501

| RADIOACTIVE SOLID |                  | LBS.              | FY 2017        | HAZ                |             |
|-------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>   | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                 | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2                 | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3                 | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4                 | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5                 | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1502

| SOLID TOXIC MATERIALS |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2                     | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3                     | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4                     | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5                     | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1503

| HIGH EXPLOSIVES |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 110.00             | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 220.00             | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 330.00             | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 550.00             | 0.00        |

1504

| LOW EXPLOSIVES  |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 55.00              | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 110.00             | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 165.00             | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

1505

| BLASTING AGENTS |                  | LBS.              | FY 2017        | HAZ                |             |
|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             |                   | 500.00         | 33.00              | 0.00        |
| 2               | 501.00           |                   | 5,000.00       | 66.00              | 0.00        |
| 3               | 5,001.00         |                   | 25,000.00      | 99.00              | 0.00        |
| 4               | 25,001.00        |                   | 50,000.00      | 132.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 |                | 165.00             | 0.00        |

1506

**PYROPHORIC GAS  
MATERIAL****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1507****PYROPHORIC LIQUID  
MATERIAL****GLS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 55.00             | 110.00             | 0.00        |
| 2               | 56.00            | 550.00            | 220.00             | 0.00        |
| 3               | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4               | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5               | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

**1508****PYROPHORIC SOLID  
MATERIAL****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1509****UNSTABLE MATERIALS  
SOLID****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**1510****ORGANIC PEROXIDES SOLID****LBS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 110.00             | 0.00        |
| 2               | 501.00           | 5,000.00          | 220.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 330.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 440.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

1511

**COMPRESSED GASES  
FLAMMABLE****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 0.00               | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

1512

**OXIDIZING COMPRESSED  
GAS****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 0.00               | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1513

**CORROSIVE COMPRESSED  
GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 55.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1514

**INERT COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 16.50              | 0.00        |
| 2               | 201.00           | 2,000.00          | 22.00              | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 27.50              | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 33.00              | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 38.50              | 0.00        |

1515

**COMPRESSED GASES  
PYROPHORIC****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|----------------|--------------------|-------------|
| 1               | 1.00             | 200.00         | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00       | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00      | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00      | 440.00             | 0.00        |

5 20,001.00 99,999,999,999.99 550.00 0.00

1516

| REACTIVE COMPRESSED GASES |                  | CFT.              | FY 2017            | HAZ         |
|---------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 200.00            | 55.00              | 0.00        |
| 2                         | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3                         | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4                         | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5                         | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1517

| FLAMMABLE LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>  | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                | 1.00             | 55.00             | 66.00              | 0.00        |
| 2                | 56.00            | 550.00            | 132.00             | 0.00        |
| 3                | 551.00           | 2,750.00          | 198.00             | 0.00        |
| 4                | 2,751.00         | 5,500.00          | 264.00             | 0.00        |
| 5                | 5,501.00         | 99,999,999,999.99 | 330.00             | 0.00        |

1518

| GAS OXIDIZERS   |                  | CFT.              | FY 2017            | HAZ         |
|-----------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             | 200.00            | 55.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 110.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 165.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 220.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1519

| LIQUID OXIDIZERS |                  | GLS.              | FY 2017            | HAZ         |
|------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>  | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                | 1.00             | 55.00             | 55.00              | 0.00        |
| 2                | 56.00            | 550.00            | 110.00             | 0.00        |
| 3                | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4                | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5                | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

1520

| SOLID OXIDIZERS |                  | LBS.              | FY 2017            | HAZ         |
|-----------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1               | 1.00             | 500.00            | 55.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1521

| SOLID WATER/REACTIVE |  | LBS. | FY 2017 | HAZ |
|----------------------|--|------|---------|-----|
|----------------------|--|------|---------|-----|

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 55.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1522

| <b>CRYOGENICS FLAMMABLE</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1523

| <b>CRYOGENICS OXIDIZING</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1524

| <b>CRYOGENICS CORROSIVE</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 200.00            | 66.00              | 0.00        |
| 2                           | 201.00           | 2,000.00          | 132.00             | 0.00        |
| 3                           | 2,001.00         | 10,000.00         | 198.00             | 0.00        |
| 4                           | 10,001.00        | 20,000.00         | 264.00             | 0.00        |
| 5                           | 20,001.00        | 99,999,999,999.99 | 330.00             | 0.00        |

1525

| <b>CRYOGENICS INERT</b> |                  | <b>CFT.</b>       | <b>FY 2017</b>     | <b>HAZ</b>  |
|-------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>         | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                       | 1.00             | 10,000.00         | 16.50              | 0.00        |
| 2                       | 10,001.00        | 20,000.00         | 22.00              | 0.00        |
| 3                       | 20,001.00        | 99,999,999,999.99 | 27.50              | 0.00        |

1526

| <b>FLAMMABLE ORGANICS</b> |                  | <b>LBS.</b>    | <b>FY 2017</b>     | <b>HAZ</b>  |
|---------------------------|------------------|----------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 500.00         | 55.00              | 0.00        |
| 2                         | 501.00           | 5,000.00       | 110.00             | 0.00        |
| 3                         | 5,001.00         | 25,000.00      | 165.00             | 0.00        |
| 4                         | 25,001.00        | 50,000.00      | 220.00             | 0.00        |

|      |   |           |                   |        |      |
|------|---|-----------|-------------------|--------|------|
| 1527 | 5 | 50,001.00 | 99,999,999,999.99 | 275.00 | 0.00 |
|------|---|-----------|-------------------|--------|------|

| FLAMMABLE INORGANICS |                  | LBS.              | 2015           | HAZ                |             |
|----------------------|------------------|-------------------|----------------|--------------------|-------------|
| <u>Sequence</u>      | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
| 1                    | 1.00             | 500.00            |                | 55.00              | 0.00        |
| 2                    | 501.00           | 5,000.00          |                | 110.00             | 0.00        |
| 3                    | 5,001.00         | 25,000.00         |                | 165.00             | 0.00        |
| 4                    | 25,001.00        | 50,000.00         |                | 220.00             | 0.00        |
| 5                    | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

|      |                              |                  |                   |                |                    |             |
|------|------------------------------|------------------|-------------------|----------------|--------------------|-------------|
| 1528 | FLAMMABLE COMBUSTIBLE METALS |                  | LBS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u>              | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1                            | 1.00             | 500.00            |                | 55.00              | 0.00        |
|      | 2                            | 501.00           | 5,000.00          |                | 110.00             | 0.00        |
|      | 3                            | 5,001.00         | 25,000.00         |                | 165.00             | 0.00        |
|      | 4                            | 25,001.00        | 50,000.00         |                | 220.00             | 0.00        |
|      | 5                            | 50,001.00        | 99,999,999,999.99 |                | 275.00             | 0.00        |

|      |                           |                  |                   |                |                    |             |
|------|---------------------------|------------------|-------------------|----------------|--------------------|-------------|
| 1529 | FLAMMABLE DUSTS & POWDERS |                  | LBS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u>           | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1                         | 1.00             | 25,000.00         |                | 16.50              | 0.00        |
|      | 2                         | 25,001.00        | 50,000.00         |                | 22.00              | 0.00        |
|      | 3                         | 50,001.00        | 99,999,999,999.99 |                | 27.50              | 0.00        |

|      |                 |                  |                   |                |                    |             |
|------|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| 1530 | CORROSIVE ACIDS |                  | GLS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1               | 1.00             | 55.00             |                | 33.00              | 0.00        |
|      | 2               | 56.00            | 550.00            |                | 66.00              | 0.00        |
|      | 3               | 551.00           | 2,750.00          |                | 99.00              | 0.00        |
|      | 4               | 2,751.00         | 5,500.00          |                | 132.00             | 0.00        |
|      | 5               | 5,501.00         | 99,999,999,999.99 |                | 165.00             | 0.00        |

|      |                 |                  |                   |                |                    |             |
|------|-----------------|------------------|-------------------|----------------|--------------------|-------------|
| 1531 | CORROSIVE BASES |                  | GLS.              | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |                   | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |
|      | 1               | 1.00             | 55.00             |                | 33.00              | 0.00        |
|      | 2               | 56.00            | 550.00            |                | 66.00              | 0.00        |
|      | 3               | 551.00           | 2,750.00          |                | 99.00              | 0.00        |
|      | 4               | 2,751.00         | 5,500.00          |                | 132.00             | 0.00        |
|      | 5               | 5,501.00         | 99,999,999,999.99 |                | 165.00             | 0.00        |

|      |                 |                  |      |                |                    |             |
|------|-----------------|------------------|------|----------------|--------------------|-------------|
| 1532 | CORROSIVE OTHER |                  | GLS. | FY 2017        | HAZ                |             |
|      | <u>Sequence</u> | <u>Bill From</u> |      | <u>Bill To</u> | <u>Flat Amount</u> | <u>Rate</u> |

|   |          |                   |        |      |
|---|----------|-------------------|--------|------|
| 1 | 1.00     | 55.00             | 33.00  | 0.00 |
| 2 | 56.00    | 550.00            | 66.00  | 0.00 |
| 3 | 551.00   | 2,750.00          | 99.00  | 0.00 |
| 4 | 2,751.00 | 5,500.00          | 132.00 | 0.00 |
| 5 | 5,501.00 | 99,999,999,999.99 | 165.00 | 0.00 |

1533

| HEALTH HAZARDS LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 33.00              | 0.00        |
| 2                     | 56.00            | 550.00            | 66.00              | 0.00        |
| 3                     | 551.00           | 2,750.00          | 99.00              | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 132.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 165.00             | 0.00        |

1534

| COMBUSTIBLE LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|--------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>    | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                  | 1.00             | 55.00             | 33.00              | 0.00        |
| 2                  | 56.00            | 550.00            | 66.00              | 0.00        |
| 3                  | 551.00           | 2,750.00          | 99.00              | 0.00        |
| 4                  | 2,751.00         | 5,500.00          | 132.00             | 0.00        |
| 5                  | 5,501.00         | 99,999,999,999.99 | 165.00             | 0.00        |

1535

| TOXIC WASTE SOLID |                  | LBS.              | FY 2017            | HAZ         |
|-------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>   | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                 | 1.00             | 500.00            | 55.00              | 0.00        |
| 2                 | 501.00           | 5,000.00          | 110.00             | 0.00        |
| 3                 | 5,001.00         | 25,000.00         | 165.00             | 0.00        |
| 4                 | 25,001.00        | 50,000.00         | 220.00             | 0.00        |
| 5                 | 50,001.00        | 99,999,999,999.99 | 275.00             | 0.00        |

1536

| UNDERGROUND STORAGE TANKS |                  | GLS.              | FY 2017            | HAZ         |
|---------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 550.00            | 0.00               | 0.00        |
| 2                         | 551.00           | 2,750.00          | 110.00             | 0.00        |
| 3                         | 2,751.00         | 5,500.00          | 165.00             | 0.00        |
| 4                         | 5,501.00         | 99,999,999,999.99 | 220.00             | 0.00        |

1537

| ABOVEGROUND STORAGE TANKS |                  | GLS.     | FY 2017            | HAZ         |
|---------------------------|------------------|----------|--------------------|-------------|
| <u>Sequence</u>           | <u>Bill From</u> |          | <u>Flat Amount</u> | <u>Rate</u> |
| 1                         | 1.00             | 550.00   | 0.00               | 0.00        |
| 2                         | 551.00           | 2,750.00 | 110.00             | 0.00        |
| 3                         | 2,751.00         | 5,500.00 | 165.00             | 0.00        |

|   |          |                   |        |      |
|---|----------|-------------------|--------|------|
| 4 | 5,501.00 | 99,999,999,999.99 | 220.00 | 0.00 |
|---|----------|-------------------|--------|------|

2501

| LIQUID RADIOACTIVE |                  | GLS.              | FY 2017            | HAZ         |
|--------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>    | <u>Bill From</u> |                   | <u>Flat Amount</u> | <u>Rate</u> |
| 1                  | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                  | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                  | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                  | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                  | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2502

| LIQUID TOXIC MATERIAL |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                     | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                     | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2509

| UNSTABLE MATERIALS<br>LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|------------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>              | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                            | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                            | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                            | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                            | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                            | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2510

| ORGANIC PEROXIDES<br>LIQUID |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>             | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                           | 1.00             | 55.00             | 110.00             | 0.00        |
| 2                           | 56.00            | 550.00            | 220.00             | 0.00        |
| 3                           | 551.00           | 2,750.00          | 330.00             | 0.00        |
| 4                           | 2,751.00         | 5,500.00          | 440.00             | 0.00        |
| 5                           | 5,501.00         | 99,999,999,999.99 | 550.00             | 0.00        |

2521

| LIQUID WATER/REACTIVE |                  | GLS.              | FY 2017            | HAZ         |
|-----------------------|------------------|-------------------|--------------------|-------------|
| <u>Sequence</u>       | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
| 1                     | 1.00             | 55.00             | 55.00              | 0.00        |
| 2                     | 56.00            | 550.00            | 110.00             | 0.00        |
| 3                     | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4                     | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5                     | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

2533

**HEALTH HAZARDS SOLID****LBS****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 500.00            | 33.00              | 0.00        |
| 2               | 501.00           | 5,000.00          | 66.00              | 0.00        |
| 3               | 5,001.00         | 25,000.00         | 99.00              | 0.00        |
| 4               | 25,001.00        | 50,000.00         | 132.00             | 0.00        |
| 5               | 50,001.00        | 99,999,999,999.99 | 165.00             | 0.00        |

**2535****TOXIC WASTE LIQUID****GLS.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 55.00             | 55.00              | 0.00        |
| 2               | 56.00            | 550.00            | 110.00             | 0.00        |
| 3               | 551.00           | 2,750.00          | 165.00             | 0.00        |
| 4               | 2,751.00         | 5,500.00          | 220.00             | 0.00        |
| 5               | 5,501.00         | 99,999,999,999.99 | 275.00             | 0.00        |

**3502****COMPRESSED GASES TOXIC  
MATERIALS****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**3509****UNSTABLE MATERIALS  
COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 110.00             | 0.00        |
| 2               | 201.00           | 2,000.00          | 220.00             | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 330.00             | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 440.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 550.00             | 0.00        |

**3533****HEALTH HAZARDS  
COMPRESSED GASES****CFT.****FY 2017****HAZ**

| <u>Sequence</u> | <u>Bill From</u> | <u>Bill To</u>    | <u>Flat Amount</u> | <u>Rate</u> |
|-----------------|------------------|-------------------|--------------------|-------------|
| 1               | 1.00             | 200.00            | 33.00              | 0.00        |
| 2               | 201.00           | 2,000.00          | 66.00              | 0.00        |
| 3               | 2,001.00         | 10,000.00         | 99.00              | 0.00        |
| 4               | 10,001.00        | 20,000.00         | 132.00             | 0.00        |
| 5               | 20,001.00        | 99,999,999,999.99 | 165.00             | 0.00        |

City of Davenport

Agenda Group:  
Department: Information Technology  
Contact Info: Rob Henry 326-7791  
Wards: All

**Action / Date**  
**3/2/2016**

**Subject:**

Motion authorizing staff to move into an exclusive three (3) month negotiation phase with Symmetrical Networks for a public-private-partnership contract for the construction of a city-leased fiber optic communications network, and authorizing staff to issue a request for proposals to conduct a city-wide market demand study to determine viability and proof of concept for next-generation fiber-optic broadband communication services for businesses, institutions, government entities, and residents throughout the City of Davenport. [All Wards]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Supporting talent

**Background:**

In August 2014, the City Council authorized release of a broadband feasibility study to determine the current and future need of high-speed broadband services in the city. On January 31, 2015, results of this study were presented to the City Council at a regular budget work session. In June of 2015, the City Council directed staff to pursue a public-private-partnership (P3) model capable of delivering open-access services for a next-generation high speed fiber optic network for all residents and businesses in the City of Davenport.

After evaluation and interviews with respondents, city staff has determined that entering into negotiations with Symmetrical Networks and its partners would best serve the community in delivering a next-generation high speed fiber optic broadband communications network.

Funding for this phase of the project will come from the Information Technology capital project account.

**REVIEWERS:**

| Department | Reviewer       | Action   | Date                 |
|------------|----------------|----------|----------------------|
| Finance    | Admin, Default | Approved | 3/17/2016 - 10:34 AM |

City of Davenport

Agenda Group:  
Department: Public Works/Streets  
Contact Info: Jonathan Meeks 563-326-7922  
Wards: All

**Action / Date**  
**3/16/2016**

Subject:  
Motion awarding the purchase of a mini-excavator for the Public Works Street Division to Rexco Equipment of Davenport in the amount of \$88,000, which includes a trade-in. [All Wards]

Recommendation:  
Approve the Motion.

Relationship to Goals:  
Financially Responsible City Government.

Background:  
On February 1, 2016, the Purchasing Division issued an Invitation to Bid to 84 vendors for the purchase of an 18,000 lb. mini-excavator for the Streets Division. On February 22, 2016, the Purchasing Division opened eight bids. Including the trade-in amount, Rexco Equipment of Davenport was the lowest responsive and responsible bidder. A bid tab is attached.

The Street Division plans to utilize this piece of equipment in a variety of areas. The main area of operation will be to replace the 2003 Badger excavator.

Funding for this purchase is budgeted in the Street Division Motor Vehicle Equipment Account: 54702031 530302, with a current balance of \$117,653.77.

ATTACHMENTS:

| Type            | Description                                   |
|-----------------|-----------------------------------------------|
| Backup Material | Bid Tab - Mini Excavator for Streets Division |

REVIEWERS:

| Department | Reviewer       | Action   | Date                 |
|------------|----------------|----------|----------------------|
| Finance    | Admin, Default | Approved | 3/17/2016 - 10:34 AM |

CITY OF DAVENPORT, IOWA  
BID TABULATION

DESCRIPTION: MINI EXCAVATOR FOR STREETS DIVISION

BID NUMBER: 16-64

OPENING DATE: February 22, 2016

RECOMMENDATION: AWARD THE PURCHASE TO REXCO EQUIPMENT OF  
DAVENPORT IA.

| <u>VENDOR NAME</u>                            | <u>BID AMOUNT W/TRADE</u> |
|-----------------------------------------------|---------------------------|
| Rexco Equipment of Davenport IA               | \$88,000                  |
| Star Equipment LTD of Des Moines IA           | \$89,090                  |
| Altorfer of Davenport IA                      | \$91,710                  |
| Martin Equipment of IL Inc. of Rock Island IL | \$93,850                  |
| Titan Machinery Inc of Davenport              | \$95,000                  |
| Logan Contractors Supply of Bettendorf IA     | \$101,700                 |
| Scott Van Keppel LLC of Cedar Rapids IA       | \$106,876                 |

Prepared By *Kristi Keller* 3-1-16  
Purchasing Date

Approved By *Nicole Gleason* 3-1-16  
Interim Co - PW Director Date

Approved By *Mallory O'Leary* 3/1/2016  
Budget/CIP Date

Approved By *BH* 3-1-2016  
Finance Director Date

City of Davenport

Agenda Group: Finance  
Department: City Administration  
Contact Info: Corri Spiegel, 888-3384  
Wards: 3

Action / Date  
FIN3/23/2016

Subject:  
Resolution naming the Adler Theatre stage the “Gregory P. Schermer Stage.”

Recommendation:  
Approve the Resolution.

Relationship to Goals:

Background:

ATTACHMENTS:

| Type         | Description                    |
|--------------|--------------------------------|
| ▣ Cover Memo | RES Adler Theatre Stage Naming |

REVIEWERS:

| Department     | Reviewer       | Action   | Date                |
|----------------|----------------|----------|---------------------|
| Administration | Spiegel, Corri | Approved | 3/17/2016 - 5:40 PM |

Resolution No. \_\_\_\_\_

Resolution offered by Alderman Gordon:

RESOLVED by the City Council of the City of Davenport.

RESOLUTION naming the Adler Theatre stage the "Gregory P. Schermer Stage."

WHEREAS, for nearly 100 years, the Adler and Schermer families have provided immeasurable guidance, leadership and direction to the City of Davenport supporting the growth of the City and its institutions, including the development and renovation of the Adler Theatre; and

WHEREAS, in 2002, the Adler Theatre stage and technical supporting systems were in need of major renovations or they would become functionally obsolete; and

WHEREAS, Gregory P. Schermer took it upon himself to address the problem and became determined to find a solution, accepting the challenge to steer the needed renovations of the Adler Theatre and applying his considerable business acumen and personal resources to ensure the success of this complex project; and

WHEREAS, Mr. Schermer personally went to the Vision Iowa board and advocated for funding of the renovation of downtown Davenport (and specifically the Adler Theatre) which facilitated a grant of \$20 million for the City of Davenport including \$3 million for the Adler Theatre renovation; and

WHEREAS, Mr. Schermer personally vetted and hired the necessary professionals, directed and oversaw the renovations, worked through the arduous task of qualifying the project for more than \$16 million in state and federal tax credits and led the structured financing and sale of the tax credits to investors to secure the funding necessary for the Adler Theatre renovation; and

WHEREAS, in addition to qualifying the Adler Theatre for tax credits, Mr. Schermer also ensured all necessary reporting and compliance with tax credit requirements over the course of the seven-year tax credit period as he masterfully steered the project's financing to minimize the burden on public entities; and

WHEREAS, under his vision and guidance, the City of Davenport has received a world-class performing arts facility offering the most advanced stage and technical capabilities, which has been integral in the transformation of downtown Davenport and has established the City of Davenport as a regional center for the performing arts and community engagement; and

WHEREAS, Gregory P. Schermer, by his tireless and selfless work, has contributed a wonderful legacy to the City of Davenport, for which the City of Davenport is grateful, and by this resolution desires to specially recognize Gregory P. Schermer for his extraordinary contributions of time, effort and personal resources over the past 12 years to rejuvenate the Adler Theatre.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Davenport that, in recognition of Mr. Schermer's dedication and contributions to the Adler Theatre, Davenport and its cultural institutions, the stage at the Adler Theatre be named the "Gregory P. Schermer Stage."

Approved:

Attest:

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Frank Klipsch, Mayor

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Jackie E. Holecek, City Clerk

City of Davenport

Agenda Group: Public Works  
Department: Public Works  
Contact Info: Jen Walker; (563) 326-6168  
Wards: 7

**Action / Date**  
**PW3/23/2016**

**Subject:**

Motion approving change order number 1 to Langman Construction for the General Street Resurfacing contract to allow for an emergency repair for a void on East 53rd near Grand Avenue. The estimated cost for this repair is \$26,900 in CIP #10550. [Ward 7]

**Recommendation:**

Approve the motion.

**Relationship to Goals:**

Enhance Quality of Life

**Background:**

Pavement along the north curblane of East 53<sup>rd</sup> Street has sunk approximately 11 inches. The north lane has been closed due to damage that was discovered under the surface. There is a large void due to subbase under the street being washed away. Engineering staff has estimated 170 square yards of pavement requires patching. A subdrain pipe will be installed under the new pavement to direct water into an existing catch basin. Estimated cost: \$26,900.

The FY2015 Full Depth Patching contract with Langman Construction was closed. Unit pricing from this most recent previous contract was very similar to unit pricing in the active FY2015 General Street Resurfacing contract. Therefore, Public Works staff believe it to be reasonable to perform the emergency pavement repair under the FY2015 General Street Resurfacing contract.

**ATTACHMENTS:**

| Type              | Description         |
|-------------------|---------------------|
| □ Backup Material | PW_MOT Change order |

**REVIEWERS:**

| Department                 | Reviewer          | Action   | Date                 |
|----------------------------|-------------------|----------|----------------------|
| Public Works - Engineering | Lechvar, Gina     | Approved | 3/18/2016 - 11:13 AM |
| Public Works Committee     | Lechvar, Gina     | Approved | 3/18/2016 - 11:13 AM |
| City Clerk                 | Thompson, Tiffany | Approved | 3/18/2016 - 4:00 PM  |



# City of Davenport

## Public Works Department

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

### CERTIFICATIONS

CITY ENGINEER BRS  
(Work is Required)

CIP MANAGEMENT ANALYST CM  
(Funds are Available)

CONSTRUCTION MGR BM  
(Work is Constructible)

PUBLIC WORKS DIRECTOR TMY  
(Approval)

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

PROJECT TITLE: 2015 Street Resurfacing-Emergency Pavement Repair at 53<sup>rd</sup> Street and Grand Avenue  
CIP #: 10550, ORG #: 70014695, OBJECT #: 530350

### Description to Contractor

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

### CHANGE ORDER DESCRIPTION:

Quantities are estimated based on known surface and subsurface conditions. Actual quantities and final cost will vary depending upon subsurface conditions to be determined upon further excavation and pavement removal:

1. Full Depth PCC Patching, 10" – Approximately 170 square yards using existing contract price. Estimated Cost: \$17,000.00.
2. Granular Backfill – Approximately 100 tons using existing contract price. Estimated Cost: \$1,000.00.
3. DOT Intake Remove and Replace - Agreed Lump Sum price of: \$4,000.00.
4. Hydro Seed – Approximately 50 square yards using exiting contract price. Estimated Cost: \$150.00.
5. Subdrain Pipe, 6" – Approximately 50 feet using agreed unit price of \$15.00 per foot. Estimated Cost: \$750.00.
6. Traffic Control – Agreed Lump Sum price of \$2,500.
7. Mobilization – Agreed price Lump Sum price of \$1,500.

Total Cost: \$26,900.00

Working Days Adjustment: n/a

### SUMMARY OF CONTRACT AMOUNT:

|                                |                     |
|--------------------------------|---------------------|
| Original Contract:             | \$ 1,165,007.86     |
| Previous Additions to Contract | \$ 0.00             |
| <u>This Change Order</u>       | <u>\$ 26,900.00</u> |
| Amended Contract Amount:       | \$ 1,191,907.86     |

Recommend/Approved: Jennifer Walker  
(Up to \$5,000) Jennifer Walker, Project Manager

Date: 3/10/16

Recommend/Approved: [Signature]  
Contractor

Date: 3/15/16

Recommend/Approved: Brian Schadt  
(Up to \$15,000) Brian Schadt, Deputy Public Works Director

Date: 3/15/16

Recommend/Approved: \_\_\_\_\_  
(Up to \$25,000) Corrin Spiegel, Interim City Administrator

Date: \_\_\_\_\_

Recommend/Approved: \_\_\_\_\_  
(Up to \$100,000) Chair, Public Works Committee

Date: \_\_\_\_\_

Required: Green Sheet Motion to Approve

Council Meeting Date: \_\_\_\_\_