

**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR  
THE USE, OPERATION, MAINTENANCE AND IMPROVEMENTS  
FOR THE JOINT USE SYSTEM**

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**INTERGOVERNMENTAL AGREEMENT PROVIDING FOR  
THE USE, OPERATION, MAINTENANCE AND IMPROVEMENTS  
FOR THE JOINT USE SYSTEM**

This Agreement is made and entered into on the later of the four (4) dates, effective as of July 1, 2020, by and among the City of Davenport, Iowa, the City of Bettendorf, Iowa, the City of Riverdale, Iowa, and the City of Panorama Park, Iowa, (collectively, the “Municipalities” and each, individually, a “Municipality”), and in consideration of the mutual promises and covenants set forth herein, the municipalities state and agree as follows:

**ARTICLE I. RECITALS**

WHEREAS, the Municipalities entered into an intergovernmental agreement on January 5, 1974, and amended from time to time (such intergovernmental agreement and amendments, the “IGA”) to jointly contract, construct, acquire, maintain, and use certain sanitary sewers and appurtenances thereto and a sewerage treatment facility; and

WHEREAS, the Municipalities desire to repeal the IGA and to create a new agreement for the mutual benefit of the Municipalities; and

WHEREAS, all Municipalities desire to jointly own, use, maintain, and improve certain interceptor sewers and appurtenances across their respective jurisdictions, a water pollution control plant, and a compost facility; and

WHEREAS, intergovernmental cooperation between units of local government to contract, further combine, or transfer lawful power or function in any manner not prohibited by law or ordinance is authorized by and pursuant to Chapter 28E, of the 2019 Code of Iowa; and

WHEREAS, all aspects of this Agreement are designed and intended to enhance the public health, safety, morals and welfare, as related to the Municipalities.

NOW, THEREFORE, in a spirit of comity, and pursuant to the appropriate constitutional and statutory provisions, the Municipalities do hereby agree as follows:

**ARTICLE II. AUTHORITY, DURATION**

This Agreement is entered into pursuant to Chapter 28E of the 2019 Code of Iowa, and is subject to all applicable Iowa, and Federal statutes and related regulatory requirements. This Agreement shall be effective as of the date set forth in the preamble and shall continue into perpetuity unless terminated by all parties hereto.

**ARTICLE III. PURPOSES AND RESPONSIBILITIES**

The purpose of this Agreement is for the Municipalities to hereby contract and agree to jointly own and Operate interceptor sewers and manholes, metering devices the Water Pollution Control Plant, and the Compost Facility (collectively, the “System” as defined herein), and to pay the costs thereof and to pay annual charges for the Operation of the same and provide for the financing thereof all as is more particularly set forth herein.

## ARTICLE IV. DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the following meanings:

1. "Administrative Order" means that certain Administrative Consent Order No. 2013-WW-07-A1 (provided as Attachment 1) issued by the Iowa Department of Natural Resources, as amended.
2. "Agreement" shall mean this intergovernmental agreement, as the same may be amended from time to time.
3. "B.O.D." shall mean Biochemical Oxygen Demand. This is the concentration of oxygen, expressed in units of milligrams per liter (mg/L), utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees centigrade (20°C). This standard laboratory procedure shall be found in the latest edition of Standard Methods for the Examination of Water and Storage, published by the American Public Health Association. For the purposes of this agreement, BOD5 is 250 mg/l. This value of BOD5 is the value accepted by all parties as representing the organic strength of normal domestic wastewater.
4. "Collection System" means all of the sewage collector facilities constructed or to be constructed by any of the parties to this Agreement for the respective municipality and which are connected to the System such as sewers, force mains, manholes, metering devices, pumping stations and other appurtenances.
5. "Compost Facility" means the compost facility located at 2707 Railroad Avenue, Davenport, Iowa, as the same may be expanded or improved in the future.
6. "Contract Committee" shall mean the committee established under the provisions of Article IX of this Agreement.
7. "IDNR" shall mean the Iowa Department of Natural Resources, or any successor to the same.
8. "Inflow and Infiltration" or "I&I" means water that enters the sanitary sewer system from the outside environment, not from domestic, commercial or industrial sources. "Inflow" means surface water that enters the sanitary sewer system from yard, roof and footing drains, cross-connections with storm drains, downspouts, and through holes in manhole covers; "infiltration" means groundwater that enters sanitary sewer mains, service laterals and manholes through breaks, holes, joint failures, connection failures and other openings.
9. "Joint Use System" or "System" shall mean the 1970's interceptor sewers, Water Pollution Control Plant, and Compost Facility as described below:
  - a. The 1970's interceptor sewers – from manhole 13333 (located in Bettendorf) flowing approximately 12.2 miles to the west through Panorama Park, Riverdale, Bettendorf and Davenport, Iowa. This sewer includes all manholes, metering devices, and Collection System connections within the System, and excludes all connections not initiated at a manhole. The 1970's interceptor sewers are further shown on Attachment 1.
  - b. Water Pollution Control Plant
  - c. Compost Facility

- d. Such other assets as may be included in the System, as agreed upon by the Municipalities, and as set forth in an amendment to this Agreement signed by all Municipalities.
- 10. "Metering" shall mean all meter(s) and metering as agreed to and approved by the Contract Committee.
- 11. "NPDES" shall mean National Pollutant Discharge Elimination System.
- 12. "Operate" or capitalized forms of the term "Operate" means to operate, maintain, use, improve, repair, and rehabilitate, as such terms refer to the System.
- 13. "Technical Committee" shall mean the committee established under the provisions of Article X of this Agreement.
- 14. "Water Pollution Control Plant" or "WPCP" shall mean the water pollution control plant, located at 2606 South Concord Street, Davenport, Iowa, as the same may be expanded or improved in the future.

#### **ARTICLE V. OPERATION, MAINTENANCE, USE, AND IMPROVEMENTS**

- 1. The System shall be operated to convey and treat sewage and meet NPDES permit requirements, Administrative Order requirements, and approved Contract Committee requests.
- 2. Each of the Municipalities will pay for the Operation of the System as common ownership. The City of Davenport will take the lead and be responsible for procurements for goods and services and approving and signing contracts (as ratified by the Contract Committee) and all costs will be shared based on the percentages agreed upon and approved by the Contract Committee. With the prior approval of the Contract Committee, the responsibilities of the City of Davenport in this section may be delegated to one of the other three (3) Municipalities, such as when a capital project will be solely located within the boundaries of another city. Each Municipality shall assume full responsibility for the construction, repair, replacement, operation, and maintenance for all Collection Systems in their jurisdiction not classified as the System.
- 3. The Operation costs shall include all reasonable costs to utilize the System as designed to its maximum extent for the designed lifetime of the System Operation expenses, as noted in Article V, 5 below, shall not include expansion of the System or any part thereof beyond the commitment of the Administrative Order.
- 4. The apportionment among the Municipalities of the Operation costs of the System shall be based upon measured and/or estimated strength and volume usage for each Municipality consistent with Attachment 3. Such apportionment shall be presented by the Manager of the WPCP and approved annually by the Contract Committee. The apportionment shall be based upon reasonable estimates if actual flow and load data by each Municipality is not available. The year shall be defined as the municipal fiscal year beginning July 1 and ending June 30. The annual cost for Operation of the System shall be apportioned in the same manner as approved by the Contract Committee. At the end of each year the cost and usage of the System shall be reviewed and adjustments made to reflect the actual cost and usage as compared to the budget items.
- 5. The apportionment percentage for each Municipality shall be applied to the totals of each of the funding areas described herein to determine each Municipality's total proportionate share cost. For planning purposes, the City of Davenport shall provide a proposed budget to the Technical Committee and the Technical Committee shall forward a proposed budget to the Contract Committee and each

Municipality prior to the meeting at which the apportionment percentage is approved. The budget shall provide estimates for each of the funding areas.

- a. Operating Expenses: This funding area shall include all operating and use costs of the System, including maintenance costs under \$150,000. Such costs shall include, but are not limited to, personnel costs including pensions and other benefits, employee training and development, contracted services, supplies, chemicals, routine maintenance under \$150,000, interdepartmental charges, testing, reporting, and equipment less than \$150,000. Any work performed on the 1970's Interceptor Sewers not performed by staff directly charged to the System shall be approved by the Contract Committee. Routine maintenance and equipment expenses larger than \$150,000 may be included in the operating expense funding area if the project is individually approved by the Contract Committee to be funded by such. All System costs not contained within the equipment replacement expenses, debt services expenses, and reserve funding areas as described herein shall be included in the operating expenses funding area. The total operating expense cost shall be determined on an actual basis, but shall not include depreciation.
  - b. Equipment Replacement Expenses: This funding area shall include all pay-as-you-go funded costs for improvements, equipment more than \$150,000, and maintenance over \$150,000 not included in Operating Expenses as noted in Article V, 5(a) above. The amount charged to each Municipality to fund this expense area shall be 15% of the actual amount charged in operating expenses.
  - c. Debt Service Expenses: This funding area shall include all expenses related to the issuance and obligation of debt in any form for all debt-funded projects related to the System. The total debt service expense cost shall be determined on an actual basis. The Municipalities authorize the City of Davenport to issue debt through the Iowa Finance Authority's State Revolving Fund (SRF) program, or mutually agreeable debt issuance plan, for qualifying and approved projects. All Municipalities shall contribute to the repayment of such debt based on their apportionment percentages. All debt-funded projects shall be identified as such in the annual budget and six-year capital improvement plan approved and adopted by the Contract Committee.
  - d. Reserve: This funding area shall be held in reserve to be used at the discretion and approval of the Contract Committee to assist with emergency purchases during a year that would reasonably lead to an increase in actual costs above estimates provided in the budget process. The amount charged to each Municipality to fund the reserve shall be 2.0% of the actual amount charged in operating expenses. The maximum reserve fund amount shall be 15% of operating expenses for the System. The total reserve fund cost during a fiscal year shall be the lesser of 2% of actual operating expenses or the amount necessary to bring the reserve fund amount up to the maximum level.
6. In addition to the budgeted funding areas described in Article V, 5, the Contract Committee shall annually approve a six-year capital improvement plan for the System describing the specific projects, estimated costs, and anticipated funding for costs in the equipment replacement and debt service expenses.
  7. All payments owed to the City of Davenport or any other Municipality shall be paid within forty five (45) days of receipt of invoices. Disputes over amounts owed shall be subject to resolution pursuant to Article XIV. Late payments may be assessed a late penalty of 10% interest annually.
  8. The 1930's disconnection project, specifically referencing the abandonment of the diversion structures designed and bid as of the date of this Agreement, shall be funded consist with one of the funding areas described in Article V.

## **ARTICLE VI. USE OF SYSTEM AND CHARGES**

1. Each Municipality agrees to comply with all applicable Federal and State statutes and regulations pertaining to the imposition of fair and equitable user charges covering the cost of construction for Operation of the System. Each Municipality shall pass and maintain the substantively equal industrial waste and surcharge ordinances, which shall first be approved by the Contract Committee. The ordinances may be materially changed only with the consent and approval of the Contract Committee. Metering, sampling and testing under such ordinances shall be performed by the WPCP Manager, but enforcement of each Municipality's ordinance shall be the responsibility of that Municipality. In the event that the statutes of the State of Iowa require the cost of acquisition and construction contributed by the State of Iowa to be contributed to by industrial users thereof, all such sums collected by each Municipality shall be paid over to the City of Davenport as required for transmission according to such laws. If such repayments are required, the City of Davenport shall be responsible for keeping all accounts and records in connection therewith.
2. Any future development that includes increased flows and loadings through subdivisions with over fifty (50) houses or any commercial/industrial development that will increase flows and loadings shall be reported at the monthly Technical Committee as described in Article X.

## **ARTICLE VII. ALLOCATION OF CAPACITY**

1. The WPCP design capacity, as defined by the Technical Committee and approved by the Contract Committee (“Design Capacity”), figures for both flow and load limits shall be utilized in allocating limits for each Municipality as further defined in this Article. As improvements are completed at the WPCP, the Contract Committee shall, as reasonably determined, conduct analyses and studies to update the Design Capacity of the WPCP.
2. Each Municipality shall be allocated a specific percentage share of the WPCP on an annual basis, rounded to the nearest hundredth. The percentage share shall then be utilized to calculate flow and load limits based on Design Capacity.
  - a. Determination of Percentage Share: Percentage share shall be determined on a pro rata basis as determined by the most recent available estimate as provided in the American Community Survey currently available at <http://www.census.gov/programs-surveys/acs> for each Municipality. Such percentages shall be calculated annually and updated, as approved by the Contract Committee.
  - b. Determination of Flow and Load Limits for Participating Municipalities: The Contract Committee shall allocate a total of 85% of the Design Capacity for flow and load limits to the Municipalities. The allocated flow and load limits for each Municipality shall be calculated by multiplying the 85% of Design Capacity figure by the pro rata share of each Municipality as determined in Article VII, 2(a). Allocated flow and load limits shall be calculated and approved annually by the Contract Committee. The flow and load limits for each Municipality shall be guaranteed to that Municipality until new allocation limits are established and approved pursuant to this Article.
3. The Contract Committee shall have the option to allocate unused Design Capacity flow and load limits to any Municipality, up to 100% of Design Capacity figures, which shall be an additional allocation above the limits established in Article VII, 2. Such allocation shall be considered annually when the Contract Committee establishes flow and load allocation limits consistent with this Article. This additional allocation must be approved by the Contract Committee and shall be guaranteed to that

Municipality until new allocation limits for each Municipality are established annually and approved pursuant to this Article.

4. A Municipality may, at its sole discretion, reallocate a portion of its pro rata share of the 85% of flow and load limit allocation to another Municipality. Such reallocation notification shall occur in writing and be provided to the Contract Committee at the annual meeting when the committee establishes flow and load allocation limits.
5. It is in the interest of the System that flows and loads above the levels allotted to each Municipality be approved by the Contract Committee prior to new connections to the System. Each Municipality may, pursuant to its own ordinances, allocate its allotted portion without the permission of or interference by the Contract Committee. However, if new allocation permits cause that a Municipality's flow and/or load annual allotment will be surpassed, the Contract Committee may consider increasing the allotments presented in this section. Without such approval, no Municipality shall surpass its flow or load allotment on the System.
6. The Contract Committee shall provide notice to any Municipality that violates this section of the Agreement and provide six (6) months to rectify, unless a longer period is approved by the Contract Committee. If the Municipality fails to work collaboratively with the Manager of the WPCP and other regulatory bodies to bring flow and loads under its allotted levels, the Municipality will be responsible for liquidated damages of \$200 per day until the violation is resolved.
7. All Municipalities shall, in good faith, make efforts to reduce inflow and infiltration into the sanitary sewer systems within their jurisdictions to preserve overall WPCP capacity. Annually, each Municipality shall present a plan to remove inflow and infiltration from their respective systems to the Contract Committee. The Contract Committee will review such plans and approve, reject, or provide comments back to the Municipality. In the case that a particular Municipality fails to demonstrate a good faith effort to reduce inflow and infiltration, the Contract Committee may refuse to accept that Municipality's plan and require that a new plan be presented, and such Municipality will be responsible for liquidated damages of \$200 per day until an acceptable plan is presented.

#### **ARTICLE VIII. METERING AND SAMPLINGS**

1. Flow meters and sampling stations have been installed at the following locations:
  - a. Water Pollution Control Plant (WPCP)
  - b. Permanent flow meters at manholes RN-3, J-2, 10071, 10871, 10964 and 10928 shown on Attachment 2.
  - c. Wherever required by virtue of the industrial waste or surcharge ordinances.
2. The WPCP Manager shall perform all flow and strength tests necessary under this Agreement. The cost of Operation of flow meters and sampling stations shall be apportioned in the same manner as the Operation of the WPCP. The frequency of taking of composite samples shall be as directed by the Contract Committee per the recommendations set forth by the Technical Committee. Interceptor sewer and collection sewer flow meters shall be continuous flow meters and are to be utilized for future improvement decisions and for operations of Water Pollution Control Plant. The flows are not currently being utilized to determine individual Municipality costs.

**ARTICLE IX. ORGANIZATION OF  
CONTRACT COMMITTEE**

1. There is hereby established a Contract Committee that shall govern all matters established in this Agreement and shall be composed of:
  - a. The Mayor of each Municipality;
  - b. A member of each Municipality's City Council, or an employee of a Municipality as approved by the mayor of the applicable Municipality;
  - c. The Directors of Public Works of the City of Davenport and City of Bettendorf;
  - d. The Directors of Finance for the City of Davenport and City of Bettendorf;
  - e. The WPCP Manager.
  
2. The purpose, powers, duties and functions of the Contract Committee shall be to:
  - a. Meet bi-annually, or as required, to determine the annual proportionate reallocation of the amortization costs to operate and maintain the System; to review and approve maintenance and operation budgets, adopt the system budget and determine the apportionment of the cost of the same among the Municipalities;
  - b. Manage the Operation of the System;
  - c. Recommend CIP projects related to the System;
  - d. Recommend the issuance including the structuring of any debt related to the System;
  - e. Review records and determine record keeping procedures;
  - f. Determine billing and payment schedules;
  - g. Review and recommend any changes to this Agreement;
  - h. Determine the method and manner of metering, sampling and testing required or permitted by the terms of this Agreement;
  - i. Review and ratify the purchase of goods and services for the System;
  - j. Review the Inflow and Infiltration plan for each Municipality on an annual basis;
  - k. Determine and recommend to the Municipalities a methodology for increasing capacity of the System.
  - l. Perform all other duties and responsibilities specifically placed upon it by the other provisions of this Agreement and take unspecified but necessary and proper action to fulfill these duties and responsibilities.
  
3. The organization of the Contract Committee shall be as follows:

- a. Written notice of all appointments shall be given by the city clerk of each appointing Municipality to the WPCP Manager.
- b. Thereafter the WPCP Manager, or an individual designated by the Contract Committee, shall promptly give at least fifteen (15) days written notice to each municipal representative to the Contract Committee of the date, time and place of the organization meeting of said committee. At such organization meeting, or as soon thereafter as may be convenient, the committee shall adopt rules, regulations or bylaws providing for the holding and conduct of regular and special meetings of Contract Committee, and containing other appropriate provisions for the transaction of business and the duties and powers of the chair and such other officers as may be appointed, which rules, regulations or bylaws may be amended by the committee from time to time. On even years, the Mayor of the City of Davenport shall be the chair of the Contract Committee and the Mayor of the City of Bettendorf shall be the vice chair. On odd years, the Mayor of the City of Bettendorf shall be the chair of the Contract Committee and the Mayor of the City of Davenport shall be the vice chair.
- c. A member of the Contract Committee may resign therefrom by giving written notice of such resignation to the chair of Contract Committee and to the clerk of the Municipality he/she represents. A member may be removed by the governing body which appointed him/her either for cause, or if such member ceases to be an officer of the Municipality or a member of the appointing governing body. The governing body shall give the Contract Committee written notice of removal of its representative.
- d. All actions of the Contract Committee shall be by a majority vote of the entire membership. A majority of the members shall constitute a quorum at any meeting of the Contract Committee.

**ARTICLE X. ORGANIZATION OF  
TECHNICAL COMMITTEE**

1. There is hereby established a subcommittee of the Contract Committee named the Technical Committee consisting of:
  - a. The City Engineers or technical representative of each Municipality.
  - b. A financial or capital improvements representative from each Municipality.
  - c. The WPCP Manager.
2. The purpose, power, duties and functions of the Technical Committee shall be to meet quarterly to:
  - a. Review monthly IDNR reports provided by the WPCP Manager;
  - b. Review new residential, commercial and industrial subdivisions or site plans provided by the cities for impacts to flows and loading of the interceptor sewers and Water Pollution Control Plant;
  - c. Review reports and proposed improvements to the Water Pollution Control Plant to meet IDNR NPDES permit requirements, Administrative Order requirements and improvements necessary for future flow and loadings;
  - d. Review proposed operating and capital budgets and make budget recommendations to the Contract Committee;

- e. Review summary financial data for approved improvements, operations and maintenance of the System;
  - f. Make recommendations to the Contract Committee.
3. The organization of the Technical Committee shall be as follows:
- a. Written notice of such appointment shall be given by the clerk of each appointing municipality to the WPCP Manager.
  - b. Thereafter WPCP Manager or his designee shall promptly give notice to each municipal representative to the Technical Committee of the date, time and place of the organization meeting of said committee. At such organization meeting the WPCP Manager shall preside over meetings.
  - c. A member of the Technical Committee may resign therefrom by giving written notice of such resignation to the chair of the Contract Committee and to the clerk of the Municipality he/she represents. A member may be removed by the governing body which appointed him/her either for cause, or if such member ceases to be an officer of the Municipality or a member of the appointing governing body. The governing body shall give the Technical Committee written notice of removal of its representative.

#### **ARTICLE XI. TERMINATION**

No Municipality shall, without the consent of the other Municipalities, withdraw from this Agreement to improve, operate, and maintain the System. Under no circumstance shall a Municipality be permitted to withdraw from this Agreement if any amount of sewage from a property within that Municipality is conveyed through any portion of the System. A Municipality must give notice of at least one year within 30 days prior to July 1 of any calendar year of its intent to withdraw from the Agreement. If approved by the other Municipalities, the withdrawing Municipality is obligated to pay the following prior to withdrawing from the Agreement: (1) All costs to separate the withdrawing Municipality's sewer system from the System; (2) All future and remaining debt payments of the System from prior debt issuances and any debt approved by the Contract Committee in the annual budget process, even if such debt has not yet been issued; (3) All costs to adequately review, study, and/or update the total liability of all participating Municipalities on the future cost of closing and demolishing the Water Pollution Control Plant and Compost Facility; (4) The withdrawing Municipality's proportionate share of the future costs of closing and demolishing the Water Pollution Control Plant and the Compost Facility; and (5) The unfunded pension liabilities as identified by the Iowa Public Employees' Retirement System (IPERS) for all applicable employees of the City of Davenport who operate, manage, and maintain the System.

#### **ARTICLE XII. MISCELLANEOUS**

1. Governing Law. This Agreement shall be interpreted in accordance with and the rights of the parties hereto shall be determined by the laws of the State of Iowa, without regard to conflict of laws principles.
2. Books and Records. The books and records of each Municipality pertaining to the subject matter of this Agreement shall at all reasonable times be subject to inspection and audit by any other Municipality.

3. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.
4. No Construction Against Drafting Party. This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation.
5. Interpretation In Favor of Public Good. In the event a court is asked to resolve a dispute involving interpretation of this Agreement, the parties agree that the public interest should be favored over any private interest.
6. Severability. If any provision or clause of this Agreement or application thereof to any person or circumstances is held invalid or unlawful, such invalidity or unlawfulness shall not affect any other provision or clause of this Agreement or application thereof which can be given effect without invalid or unlawful provision, clause or application.
7. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be sent certified mail, return receipt requested. All notices shall be deemed to have been given as of the date of the postmark. All notices shall be addressed to the applicable party or parties as follows:

For City of Davenport, Iowa

Attn: City Administrator  
City of Davenport  
226 W. 4<sup>th</sup> Street  
Davenport, IA 52801

For City of Bettendorf, Iowa

Attn: City Administrator  
City of Bettendorf  
1609 State Street  
Bettendorf, IA 52722

For City of Riverdale, Iowa

Attn: City Administrator  
City of Riverdale  
110 Manor Drive  
Riverdale, IA 52722

For City of Panorama Park, Iowa

Attn: Mayor  
City of Panorama Park  
120 Short Street  
Bettendorf, IA 52722

8. Remedies. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every remedy shall be cumulative, and shall be in addition

to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power and remedy given by this Agreement to the parties may be exercised from time to time as often as may be deemed expedient by the parties.

9. Waiver. No delay or omission of any party to exercise any right or power accruing upon any event of default shall impair any such right or power, or shall be construed to be a waiver of such event or default or acquiescence therein. Any such delay or omission by any party in relation to a breach of any provision of this Agreement by any other party shall not be construed as a waiver of any subsequent breach.
10. Amendments to Law. The parties recognize that this Agreement at all times is to be subject to applicable state, local, and federal law and that the Agreement shall be subject to amendments in such laws and regulations and to new legislation.

### **XIII. INDEMNIFICATION**

Each Municipality shall indemnify the other Municipalities from and against any and all claims for damage, loss, liability, including reasonable attorneys' fees relating to or arising out of the use or operation of each Municipality's Collection Sewer within its jurisdiction. The Contract Committee shall be responsible for risk management of the System. The System is insured as set forth on Attachment 5. The cost of insurance covering the System shall be considered a cost of operation of the System. The procurement of insurance for the System shall not be construed as a waiver of any immunities available to the Municipalities, either singularly or collectively, in claims, costs, or actions brought by third parties.

### **XIV. SUCCESSORS AND ASSIGNMENT**

This Agreement, and each and every one of the terms and provisions thereof, shall be for the benefit, of and be binding upon the Municipalities hereto and each of them and their respective successors and assigns.

### **XV. DISPUTE RESOLUTION**

1. Negotiation. Except where injunctive relief is sought, the Municipalities shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement or the breach, termination, enforceability or validity thereof ("Dispute") promptly by negotiation among representatives of each Municipality who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' representatives involved in the Dispute. Any individuals involved in the Dispute or original contract modification, or anything related thereto shall not be involved in the Dispute or original contract modification, or anything related thereto shall not be involved in the Dispute resolution described in this section. This procedure must be employed before any other steps are employed to resolve the Dispute (including, without limitation, mediation or litigation). Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.
2. Mediation. If the Dispute has not been resolved through negotiation within thirty (30) business days of the initiation thereof, the Municipalities shall make a good faith attempt to settle the Dispute by mediation conducted by a mutually agreeable mediator in a mutually agreed upon location.

3. Right to Trial. If the Municipalities are unable to resolve a Dispute using the mechanisms described in this section, then any party is entitled to any and all legal and equitable remedies it has including, without limitation, right to a trial.
4. In any dispute among the Municipalities, the Municipalities agree to not assert any immunities they may have available under the law.

#### **XVI. CHAPTER 28E, CODE OF IOWA**

In accordance with Chapter 28E of the Code of Iowa, this Agreement shall be filed with the Iowa Secretary of State and submitted to the Iowa Attorney General for approval as an interstate compact.

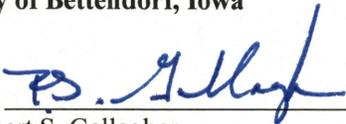
#### **XVII. ENTIRE AGREEMENT, AMENDMENTS**

The Municipalities agree that this Agreement, including attachments and those items cited by reference, constitute the entire understanding between the Municipalities with respect to the subject matter addressed herein. Any change or modification to this Agreement shall only be effective if made in writing and signed by all Municipalities. Failure to comply with any of the provisions stated herein shall constitute material breach of contract.

(Signature page follows)

IN WITNESS WHEREOF, the Municipalities have executed this Agreement by their duly authorized representatives on the latter of the dates on which the respective governmental entities authorized and applied signatures.

**City of Bettendorf, Iowa**

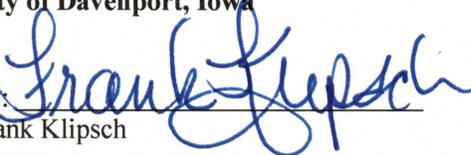
By:   
Robert S. Gallagher  
Mayor

Date: 12/9/19

Attest:

By:   
Decker Ploehn  
City Clerk

**City of Davenport, Iowa**

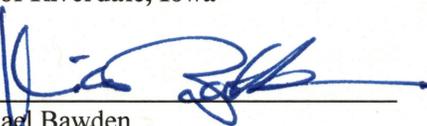
By:   
Frank Klipsch  
Mayor

Date: 12/9/19

Attest:

By:   
Corri Spiegel  
City Clerk

**City of Riverdale, Iowa**

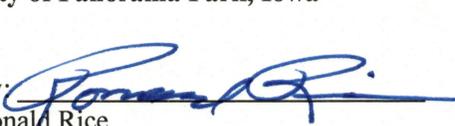
By:   
Michael Bawden  
Mayor

Date: 12-9-19

Attest:

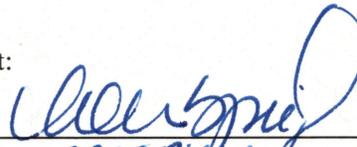
By:   
Name: Decker P. Ploehn  
Title: City Administrator

**City of Panorama Park, Iowa**

By:   
Ronald Rice  
Mayor

Date: 12/9/2019

Attest:

By:   
Name: Corri Spiegel  
Title: City Clerk - Davenport

# ATTACHMENT 1

## ADMINISTRATIVE ORDER WITH INTERCEPTOR SEWER MAP

### IOWA DEPARTMENT OF NATURAL RESOURCES ADMINISTRATIVE CONSENT ORDER

<b>IN THE MATTER OF:</b>  <b>JOINT USE OF SANITARY SEWERS AND SEWAGE DISPOSAL FACILITIES: City of Davenport, Iowa, City of Bettendorf, Iowa, City of Riverdale, Iowa, City of Panorama Park, Iowa</b>  <b>NPDES Permit #8222003 Scott County, Iowa</b>	<b>ADMINISTRATIVE CONSENT ORDER</b>  <b>NO. 2013-WW-</b>
--	--

**TO:** William E. Gluba, Mayor  
City of Davenport  
226 W 4<sup>th</sup> Street  
Davenport IA 52801

John J. Franklin, Mayor  
City of Riverdale  
110 Manor Drive  
Riverdale, IA 52722

Robert S. Gallagher, Mayor  
City of Bettendorf  
1609 State Street  
Bettendorf IA 52722

David White, Mayor  
City of Panorama Park  
P.O. Box 533  
112 Short Street  
Panorama Park, IA 52767

#### I. SUMMARY

This administrative consent order (Order) is entered into between the Cities of Davenport, Bettendorf, Riverdale, and Panorama Park and the Iowa Department of Natural Resources (DNR) for the purpose of establishing a schedule for necessary upgrades to the Davenport Water Pollution Control Plant and the wastewater collection systems of Davenport and Bettendorf to achieve compliance with applicable requirements and to eliminate the discharge of untreated wastewater from the collection systems.

Any questions regarding this Order should be directed to:

**Relating to technical requirements:**  
Paul Brandt, Environmental Specialist Sr.  
DNR Field Office #6  
1023 W. Madison  
Washington, Iowa 52353-1623  
Phone: 319-653-2135

**Relating to legal requirements:**  
Jon Tack, Attorney for the DNR  
Iowa Department of Natural Resources  
502 E. 9<sup>th</sup> Street  
Des Moines, Iowa 50319  
Phone: 515-281-8889

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**II. JURISDICTION**

This Order is issued pursuant to the provisions of Iowa Code section 455B.175(1), which authorizes the Director to issue any order necessary to secure compliance with or prevent a violation of Iowa Code Chapter 455B, Division III, Part 1 (wastewater) and the rules adopted or permits issued pursuant to that part, and Iowa Code section 455B.109 and 567 Iowa Administrative Code (IAC) Chapter 10, which authorize the Director to assess administrative penalties.

**III. STATEMENT OF FACTS**

The DNR and the Cities of Davenport, Bettendorf, Riverdale, and Panorama Park hereafter referred to as "Joint Use Cities" agree to the following facts:

1. An intergovernmental agreement providing for construction and joint use of sanitary sewers and sewage disposal facilities was signed by the City of Davenport, Iowa, the City of Bettendorf, Iowa, the City of Riverdale, Iowa and the City of Panorama Park, Iowa on January 5, 1974. This agreement which has been amended continues to be the basis for operating, maintaining, and financing the common plant and system assets.

2. The Joint Use Cities own and operate the Joint Sewerage Committee Water Pollution Control Plant, a mechanical wastewater plant serving approximately 29,590 residential connections, 7,032 commercial connections, and 20 industrial connections in the city of Davenport. The plant also serves approximately 12,749 residential connections, 776 commercial connections and 3 industrial connections in Bettendorf. Approximately 200 residential connections and 10 commercial connections are served in Riverdale. The plant serves approximately 55 residential connections in Panorama Park. The wastewater plant is designed to handle an average dry weather flow of 26.0 million gallons per day (mgd) and an average wet weather flow of 40.0 mgd. A construction permit was issued by the DNR on March 15, 1974 for the construction of the Davenport Water Pollution Control Plant in accordance with current NPDES.

3. The Davenport wastewater plant has historically received wet weather flows in volumes far exceeding the plant's design capacity. These excessive flows result in the discharge of untreated wastewater from the collection system and partially treated wastewater from the plant, blended with treated wastewater.

4. Pursuant to 567 IAC 60.2, a bypass is the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line.

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5. In 2010, the Joint Use Cities discharged 547.7 million gallons of partially treated wastewater to the Mississippi River at the wastewater treatment plant over a total of 74 separate days of discharge. In addition to these discharges, Davenport reported the discharge of untreated wastewater from the wastewater collection system on three occasions in 2010.

6. In 2009, the Joint Use Cities discharged 723.8 million gallons of partially treated wastewater to the Mississippi River at the wastewater treatment plant over a total of 90 separate days of discharge. In addition to these discharges, Davenport reported the discharge of untreated wastewater from the wastewater collection system on 18 occasions in 2009.

7. The Davenport Water Pollution Control Plant also serves Bettendorf, Riverdale and Panorama Park. Each city owns and maintains the wastewater collection system within each respective city limits and proportionately shares in the ownership, cost of operation and maintenance of the Davenport Water Pollution Control Plant. Proportionate ownership is allocated based on a community's use expressed as a percentage. Percentages for fiscal year 2012 are: Davenport, 79.66%; Bettendorf, 19.81%; Riverdale, 0.46%; and Panorama Park, 0.07%.

8. When influent flow to the wastewater plant exceeds the plant's design capacity, influent flow is restricted and backs up in the Bettendorf collection system. In 2010, the City of Bettendorf reported discharging over 33.2 million gallons of untreated wastewater to the Mississippi River over the course of 7 separate incidents lasting 11 days.

9. The Department and the Joint Use Cities have been working together for several years to develop a strategy to eliminate or minimize the bypassing of partially treated wastewater at the Davenport Water Pollution Control Plant and within the wastewater collection systems of the Joint Use Cities.

10. The Joint Use Cities have committed to a 20-year Capital Improvement Plan that contains at least 20 sewer-related projects at a cost of over \$160 million dollars.

11. This Order is intended to establish a schedule for the completion of wastewater collection, handling and treatment improvements necessary for the Joint Use Cities to achieve compliance with applicable regulations. In the event a signatory fails to abide by the schedules contained herein, each or any of the other signatories may enforce this Order against the breaching party.

#### IV. CONCLUSIONS OF LAW

The DNR and the Joint Use Cities agree that the following conclusions of law are applicable in this case:

1. Pursuant to Iowa Code section 455B.186(1), a pollutant shall not be disposed of by dumping, depositing, or discharging such pollutant into any water of the state, except that

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this section shall not be construed to prohibit the discharge of adequately treated sewage, industrial waste, or other waste pursuant to a permit issued by the director.

2. Pursuant to 567 IAC 63.6, bypasses from any portion of a treatment facility or from a sanitary sewer collection system designed to carry only sewage are prohibited. Pursuant to 567 IAC 60.2, a bypass is the diversion of waste streams from any portion of a treatment facility or collection system. A bypass does not include internal operational waste stream diversions that are part of the design of the treatment facility, maintenance diversions where redundancy is provided, diversions of wastewater from one point in a collection system to another point in a collection system, or wastewater backups into buildings that are caused in the building lateral or private sewer line. The DNR has documented violations related to untreated discharges by the Joint Use Cities, as documented in the Statement of Facts above.

3. Pursuant to 567 IAC 64.2(10)“b”, a sanitary sewer construction permit may be denied if bypassing has occurred at the treatment facility, except when any of the following conditions are being met:

- (1) The bypassing is due to a combined sewer system, and the facility is in compliance with a long-term CSO control plan approved by the department.
- (2) The bypassing occurs as a result of a storm with an intensity or duration greater than that of a storm with a return period of five years.
- (3) The department determines that timely actions are being taken to eliminate bypassing.

4. Pursuant to 567 IAC 64.2(10) “c”, a sanitary sewer construction permit may be denied if an existing downstream sewer is or will be overloaded or surcharged, resulting in bypassing, flooded basements, or overflowing manholes, unless:

- (1) The bypassing or flooding is the result of a precipitation event with an intensity or duration greater than that of a storm with a return period of two years.
- (2) The system is under full-scale facility planning (I/I and SSES) and the applicant provides a schedule that is approved by the department for rehabilitating the system to the extent necessary to handle the additional loadings.

**V. ORDER**

By the execution of this Order, the DNR orders and the Joint Use Cities agree to undertake the wastewater collection, handling, and treatment projects set forth in the Joint Sewer Use Communities Capital Improvement Plan (CIP) submitted to the DNR by the Joint Use Cities, dated March 30, 2012, as amended on May 31, 2012. The Joint Use Cities specifically agree to the following deadlines:

1. Beginning upon the execution of this Order and continuing until the sooner of the completion of all related projects set forth in the CIP or July 1, 2018, the Joint Use Cities shall undertake the cleaning and televising of interceptor sewers within the sanitary sewer collection systems of the respective cities including but not limited to the Old Riverfront

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Interceptor (1930's), the 1970's Riverfront Interceptor and the Eastern Interceptor sewer in order to identify blockages, any cross connections with storm sewers or other clear-water connections, needed repairs or other potentially necessary improvements in the interceptor sewers as shown in Figures AO-1 and AO-2.

2. By July 1, 2013, the Joint Use Cities shall install and maintain such permanent sanitary sewer metering devices as are necessary to evaluate flow conditions within the sanitary sewer system and determine the wastewater storage and treatment capacity needs of the cities.

3. Continuing until the sooner of the completion of all related projects set forth in the CIP or July 1, 2018, the Joint Use Cities shall undertake the study and actions to remove inflow and infiltration sources from the Interceptor Sewers shown in Figures AO-1 and AO-2 beginning upon the execution of this Order. To the extent that the tasks as identified in paragraph #6 below required to complete this project require the cooperation of, and performance of work by, the United States Army Corps of Engineers; the DNR and the Joint Use Cities agree to work cooperatively to obtain such cooperation and assistance of the Corps as identified in facility plan CIP.

4. By January 1, 2015, Davenport shall submit all construction permit applications necessary for the wastewater treatment plant optimization project.

5. By July 1, 2017, the Joint Use Cities shall substantially complete construction for the wastewater treatment plant optimization project. The goal of the plant optimization Phase I project shall be, in part, to increase the secondary capacity from 45 mgd to approximately 52 mgd. Phase II will complete the plant optimization project following the identification of cost effective inflow/infiltration projects.

6. By December 2018, the Joint Use Cities shall contact the DNR Wastewater Engineering Section to request the scheduling of a meeting to review and discuss the anticipated construction projects necessary to address the conclusions and findings derived from the evaluations of the sanitary sewer collection systems conducted pursuant to paragraph #1, #2 and #3, above.

7. It is the intent of the parties that by December 31, 2018, the DNR and the Joint Use Cities will execute a written agreement or exchange correspondence that identifies, based on the meeting required by paragraph #6, above, all repairs and improvements to the sanitary sewer collection system which are necessary and appropriate and which will be undertaken by the Joint Use Cities.

8. By July 1, 2019, the Joint Use Cities shall submit all construction permit applications necessary to undertake repairs and improvements to the sanitary sewer collection system as identified during the inspection and televising process described in paragraph #1, above.

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9. By December 31, 2019, the Joint Use Cities shall submit all construction permit applications, if any, necessary to undertake repairs and improvements to the sanitary sewer collection system as identified during the inspection and televising process described in paragraph #3, above.

10. By January 1, 2019, Davenport shall submit an application for a construction permit for the construction of a wastewater disinfection system at the Davenport Water Pollution Control Plant.

11. By July 1, 2021, Davenport shall complete substantial construction of a wastewater disinfection system at the Davenport Water Pollution Control Plant.

12. By December 31, 2021 the Joint Use Cities shall complete sanitary sewer trunk system repairs or improvements identified as necessary and appropriate pursuant to paragraph #7, above.

13. By October 1, 2021, Davenport shall comply with applicable effluent limitations for bacteria in its discharges from the Davenport Water Pollution Control Plant. Such effluent limitations are not yet established at the time of execution of this Order. Nothing in this Order shall be construed to restrict the rights of the parties to establish, contest, or appeal such bacterial effluent limitations.

14. By July 1, 2023(need time to measure flows after completion of #12 and #9), Davenport shall submit an application for a construction permit for an equalization basin or such other modifications or improvements to the Davenport Water Pollution Control Plant as are necessary to comply with 567 IAC 63.6.

15. By July 1, 2025, Davenport shall complete construction of an equalization basin or such other modifications or improvements to the Davenport Water Pollution Control Plant as are necessary to comply with 567 IAC 63.6.

16. Beginning April 1, 2013 and continuing through January 31, 2026, the Joint Use Cities shall submit yearly progress reports to the DNR, due by April 1 (approval of CIP), of each year, detailing progress toward compliance with this Order and setting forth a timeline of work to be performed in furtherance of this Order for the following 12-month period.

17. By July 1, 2026, the Joint Use Cities shall achieve and maintain compliance with 567 IAC 63.6, NPDES Permit No. 8222993, and all other applicable requirements of state and federal law related to the operation and maintenance of a publicly owned treatment works which are required by the Joint Use Cities NPDES permit.

18. The Joint Use Cities agree and acknowledge that nothing in this Order is intended to modify the standard construction permitting procedures of the DNR or the requirements thereof. The Joint Use Cities shall take full consideration of such procedures in the timing of required submissions in order to comply with the deadlines set forth herein.

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19. Nothing in this Order is intended to dictate or establish the apportionment of costs or funding obligations between the Joint Use Cities for any joint projects required by this Order or for any projects for which existing municipal agreement establish the funding liabilities of the Joint Use Cities. It is the responsibility of the Joint Use Cities to determine and assess such costs as determined to be appropriate by the parties. Pursuant to the agreement of the Joint Use Cities, the costs of any joint projects required by this Order shall be allocated in proportion with and expressly limited to each constituent community's percentage share of ownership of the Davenport Water Pollution Control Plant.

20. If the remediation steps called for in this consent order result in a cessation of violation for an extended period of time, Joint Sewer Use Committee (JSUC) may request that the IDNR review the status of this order. The parties agree that the goal of this order is compliance with statutes and regulations in order to provide protection of human health and the environment, and not to unduly burden the sewer rate payers with infrastructure that is not needed.

**VI. PENALTY**

1. Iowa Code section 455B.191 authorizes the assessment of civil penalties of up to \$5,000.00 per day of violation for the violations involved in this matter.

2. Iowa Code section 455B.109 authorizes the Commission to establish by rule a schedule of civil penalties up to \$10,000 that may be assessed administratively. The Commission has adopted this schedule with procedures and criteria for assessment of penalties at IAC Chapter 567 - 10. Pursuant to this chapter, the Department is authorized to issue an administrative order with penalties for noncompliance with this Order or to refer such noncompliance to the Iowa Attorney General for the initiation of a District Court action seeking such penalties and injunctive relief.

**VII. WAIVER OF APPEAL RIGHTS**

This Order is entered into knowingly by and with the consent of the Joint Use Cities. For that reason, the Joint Use Cities individually waive the right to appeal this Order or any part thereof.

**VIII. NONCOMPLIANCE**

Failure to comply with this Order may result in referral to the Attorney General to obtain injunctive relief pursuant to Iowa Code section 455B.191. Compliance with section V. of this Order constitutes full satisfaction of all requirements pertaining to the violations described in section "IV. Conclusions of Law" of this Order.

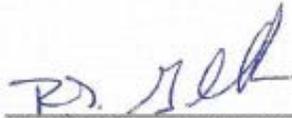
IOWA DEPARTMENT OF NATURAL RESOURCES  
ADMINISTRATIVE CONSENT ORDER  
JOINT USE CITIES

  
\_\_\_\_\_  
CHUCK GIPP, DIRECTOR  
Iowa Department of Natural Resources

Dated this 14<sup>th</sup> day of  
March, 2013

  
\_\_\_\_\_  
WILLIAM E. GLUBA, MAYOR  
City of Davenport

Dated this 19<sup>th</sup> day of  
Feb, 2013

  
\_\_\_\_\_  
ROBERT S. GALLAGHER, MAYOR  
City of Bettendorf

Dated this 22<sup>nd</sup> day of  
Feb, 2013

  
\_\_\_\_\_  
JOHN J. FRANKLIN, MAYOR  
City of Riverdale

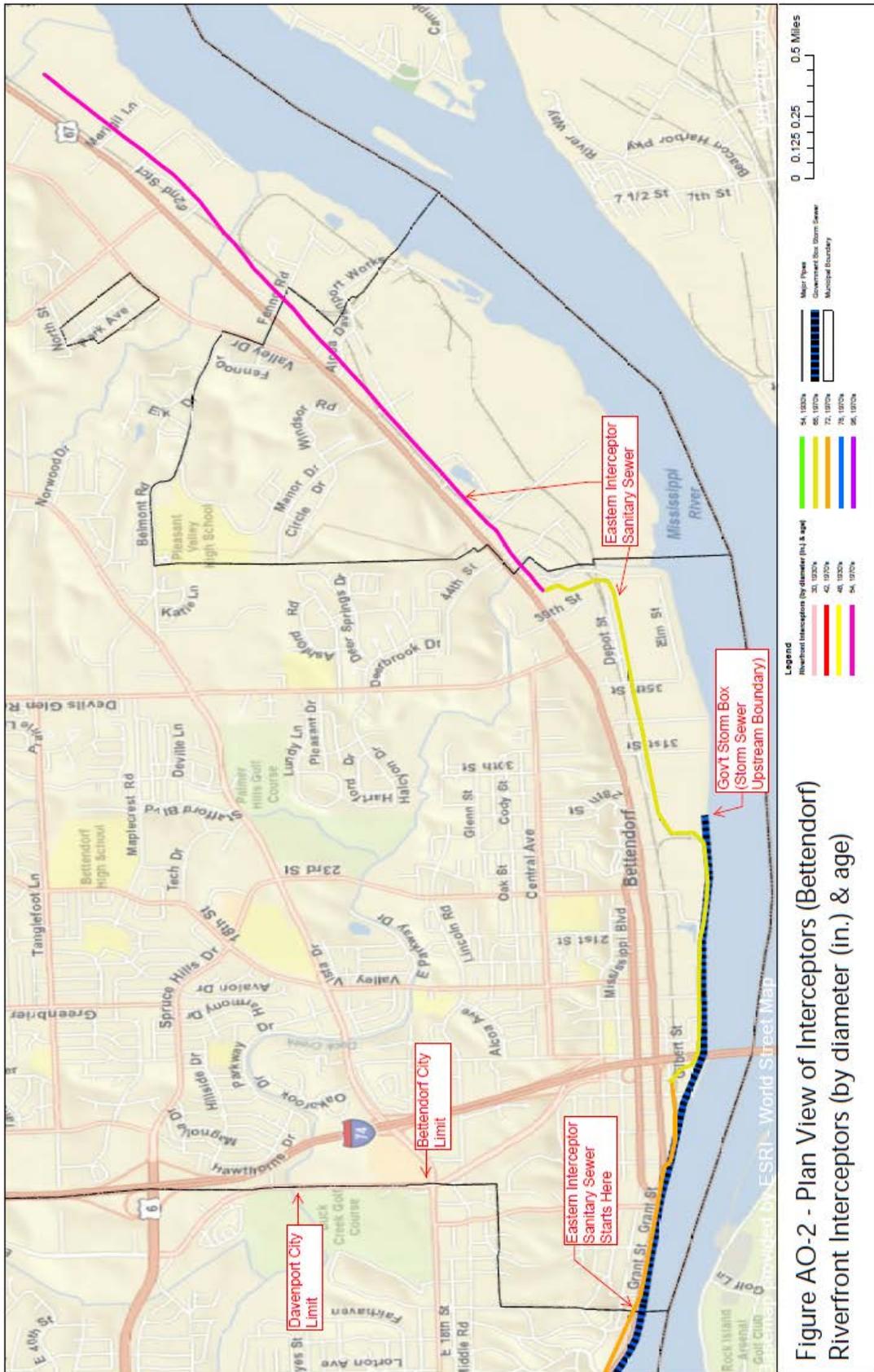
Dated this 25 day of  
Feb, 2013

  
\_\_\_\_\_  
DAVID WHITE, MAYOR  
City of Panorama Park

Dated this 20 day of  
Feb, 2013

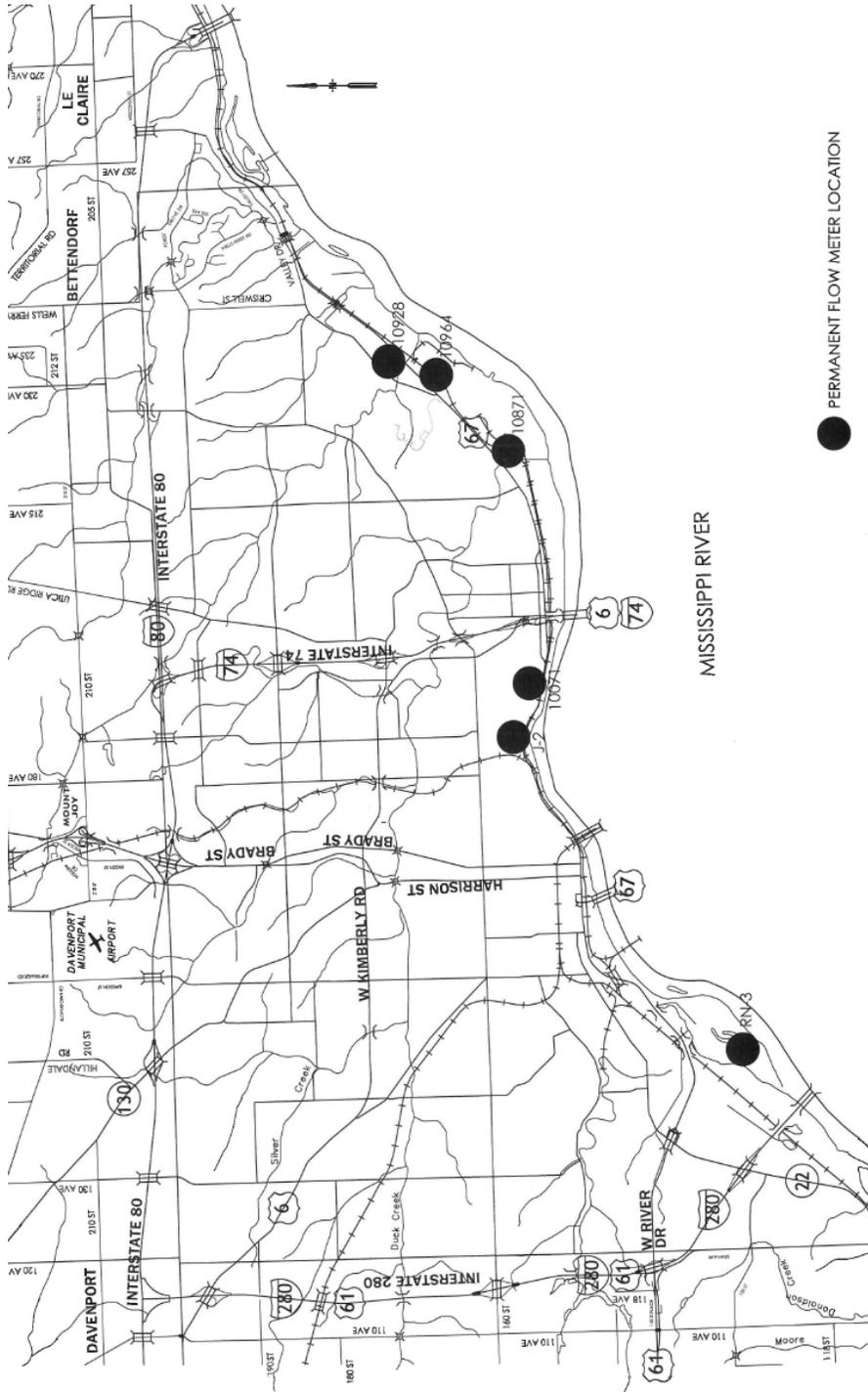
NPDES #8222003; Field Office #6; Jon Tack; EPA; Water Quality Bureau; I.C.1





# ATTACHMENT 2

## PERMANENT FLOW METER LOCATION MAP



# ATTACHMENT 3

## WATER POLLUTION CONTROL PLANT COST ALLOCATION SPREADSHEET & INSTRUCTIONS

A	B	C	D	E	F	G	H	
1	FY 2020 Budget (July 1, 2019 to June 30, 2020)							
2	Total Est. Annual O&M, PW Admin., Fleet and Compost			\$	8,880,449			
3	Total Est. Annual Energy Credit, Compost Revenue and Misc. Revenue			\$	1,080,000			
4				Estimated O&M:	\$	7,800,449		
5								
6	Actual Industrial Pretreatment Cost- CY 2018			\$	1,544,719			
7	WPCP Treatment Cost (O&M minus Pretreatment)			\$	6,255,730			
8								
9	Total Plant Flow (gal.)- CY 2018				10,870,795,000			
11	Total Plant Organics (lbs. BOD)- CY 2018				15,871,660			
12								
13	City	Population						
14	Davenport	99,683						
15	Bettendorf	33,217						
16	Riverdale	405						
17	Panorama Park	129						
18	Total:		133,436					
19				Flow Cost (\$)	Flow/1,000 gal.	Cost/ 1,000 gal.		
20	Flow = 60% of WPCP Treatment Cost			\$	3,753,438.2	10,870,795	\$ 0.35	
21				BOD Cost (\$)	lbs. BOD	Cost/ lb. BOD		
22								
23	Organics (BOD) = 40% of WPCP Treatment Cost			\$	2,502,292.2	15,871,660	\$ 0.16	
24								
25	Annual Industrial Pretreatment Flow- CY 2018							
26	City	Gallons	% Total	Flow/1,000 gal.	Cost/ 1,000 gal.			
27	Davenport	514,416,000	91.24%	514,416	\$ 177,616			
28	Bettendorf	28,838,000	5.12%	28,838	\$ 9,957			
29	Riverdale	20,526,000	3.64%	20,526	\$ 7,087			
30	Panorama Park	0	0.00%	0	\$ -			
31	Total:		563,780,000		563,780	\$ 194,660		
32								
33	Annual Industrial Pretreatment Organics (BOD)- CY 2018							
34	City	lbs. BOD	% Total	Cost/ lb. BOD				
35	Davenport	4,364,033	98.91%	\$ 688,024				
36	Bettendorf	29,011	0.66%	\$ 4,374				
37	Riverdale	18,999	0.43%	\$ 2,993				
38	Panorama Park	0	0.00%	\$ -				
39	Total:		4,412,043	\$ 695,593				
40								
41	Residential & Commercial Flow							
42	Total Residential & Commercial Flow (gal.)- CY 2018				10,307,015,000			
43	Annual Flow (gallons/yr./capita)				77,243.14			
44	Daily Average Flow (gallons/day/capita)				211.63	<i>Industry Standard is equivalent is 100 gallons/day/capita</i>		
45								
46	Residential & Commercial Organics (BOD)							
47	Total Residential & Commercial Organics (lbs. BOD)- CY 2018				11,459,617			
48	Annual BOD PE (lbs./yr./capita)				83.881			
49	Daily Ave BOD PE (lbs./day/capita)				0.233	<i>Industry Standard is equivalent is 0.17 lbs/day/capita</i>		
50								
51	Residential & Commercial Flow & Organics (BOD)							
52	City	Population	Annual Res. & Com. Flow (gal.)	Annual Res. & Com. Flow Cost/1,000 gal.	Annual Res. & Com. BOD (lbs.)	Annual Res. & Com. Organic Cost (\$)		
53	Davenport	99,683	7,699,981,941	\$ 2,638,629	8,561,047	\$ 1,349,717		
54	Bettendorf	33,217	2,563,783,225	\$ 885,907	2,852,709	\$ 449,752		
55	Riverdale	405	31,283,470	\$ 10,801	34,782	\$ 5,484		
56	Panorama Park	129	9,964,364	\$ 3,440	11,079	\$ 1,747		
57	Total:		10,307,015,000	\$ 3,558,778	11,459,617	\$ 1,806,699		
58								
59	Summary of Total O&M Treatment Costs Less Pretreatment Cost							
60	City	Annual Res. & Com. Flow Cost/1,000 gal. (\$)	Annual Res. & Com. Organic Cost (\$)	Annual Industrial Flow Cost/1,000 gal. (\$)	Annual Industrial Organic Cost (\$)	Total Annual Cost (\$)		
61	Davenport	\$ 2,638,629	\$ 1,349,717	\$ 177,616	\$ 688,024	\$ 4,873,985		
62	Bettendorf	\$ 885,907	\$ 449,752	\$ 9,957	\$ 4,374	\$ 1,350,190		
63	Riverdale	\$ 10,801	\$ 5,484	\$ 7,087	\$ 2,993	\$ 26,368		
64	Panorama Park	\$ 3,440	\$ 1,747	\$ -	\$ -	\$ 5,187		
65	Total:					\$ 6,255,730		
66								
67	Actual Industrial Pretreatment Cost Breakdown			Combined O&M and Pretreatment Cost				
68	City	% Flow	% BOD	Average %	Pretreatment Costs (\$)	Total Cost	Allocation % cost	
69	Davenport	91.24%	98.91%	93.08%	\$1,468,687	\$6,342,673	81.31%	
70	Bettendorf	5.12%	0.66%	2.89%	\$44,386	\$1,394,776	17.88%	
71	Riverdale	3.64%	0.43%	2.04%	\$31,446	\$57,813	0.74%	
72	Panorama Park	0.00%	0.00%	0.00%	\$0	\$5,187	0.07%	
73	Total:				\$1,544,719	\$ 7,800,449	100.00%	

## Instructions

### 28E Allocation Spreadsheet

This is an instructional document for the 28E Allocation spreadsheet. This document explains how the spreadsheet is used to create a percentage of allocation for each of the municipalities that are represented under the Intergovernmental Agreement providing for the use, operation, maintenance and improvements for the Joint Use System. The allocations are based upon each fiscal year budget expenditure and revenue projections. The Industrial Pretreatment calculations considers the cost of laboratory testing and sampling cost that are incurred by the industrial use within the pretreatment operations. We follow the industry standard that Flow is based upon 60% of the treatment cost at the Water Pollution Control Plant (WPCP) and Organics (BOD) is based upon 40% of the treatment cost at the WPCP.

**Instructions are explained by Column and Row heading.**

**FY\_\_\_ Budget**

- E2 This number is the estimated annual O&M cost that is provided by the City of Davenport Finance Department.
- E3 This number is the estimated annual revenue that is provided by the City of Davenport Finance Department.
- E4 Estimated O&M costs are calculated by subtracting E3 from E2.
- D6 This is the actual industrial pretreatment cost from the prior calendar year as calculated by the Lab Supervisor. The numbers come from the Industrial load on the lab and takes into account lab staff, their time to process the sampling, and lab testing for industries. It also accounts for actual lab testing cost for each constituent.
- D7 WPCP Treatment cost is calculated by subtracting D6 from E4.
- D9 This is the total plant flow in gallons from the prior calendar years actual monthly average flow in gallons per day, and then multiplying by twelve (12) months.
- D11 This is the total plant organics in lbs. BOD from the prior calendar year monthly average BOD in pounds, and then multiplying by twelve (12) months.
- C14-C17 This is the population as provided in the American Community Survey currently available at <http://www.census.gov/programs-surveys/acs> for each municipality.
- D20 This number is 60% of D7 (WPCP Treatment Cost) =  $D7 * 0.60$
- E20 This number is D9 (Total Plant Flow) divided by 1,000.
- F20 This number is D20 divided by E20 to give you a flow cost per 1,000 gal.
- D23 This number is 40% of D7 (WPCP Treatment Cost) =  $D7 * 0.40$
- E23 This number is equal to D11 (Total Plant Organics- lbs. BOD)
- F23 This number is D23 divided by E23 to give you a cost per lb. of BOD

**Annual Industrial Pretreatment Flow**

- D27 thru D30 Annual Industrial Pretreatment Flow for each municipality in gallons reported during the prior calendar year.
- E27 thru E30 Percentage of the industrial flow reported for each municipality.  
(i.e.  $E27 = D27/D31$ )
- F27 thru F30 This is calculated by taking the Annual Industrial Pretreatment Flow of each municipality in gallons and dividing by 1,000. (i.e.  $F27 = D27/1,000$ )
- G27 thru G30 This is calculated by taking the Annual Industrial Pretreatment Flow per 1,000 gallons of each municipality and multiplying by the cost per 1,000 gal. (i.e.  $G27 = F27 * F20$ )

### **Annual Industrial Pretreatment Organics (BOD)**

D35 thru D38 Total industrial BOD in pounds reported during the prior calendar year.  
E35 thru E38 Percentage of total industrial BOD reported for each municipality. (i.e.  $E35 = D35/D39$ )  
F35 thru F38 Cost of the industrial users in each municipality for BOD. (i.e.  $F35 = D35 * F23$ )

### **Residential & Commercial Flow**

E42 Annual gallons of flow for residential & commercial users in the prior calendar year.  
( $E42 = D9 - D31$ )  
E43 Annual flow in gallons per year per capita. ( $E43 = E42 / C18$ )  
E44 Daily average flow in gallons per day per capita. ( $E44 = E43 / 365$ )

### **Residential & Commercial Organics (BOD)**

E47 Annual pounds BOD for residential & commercial users in the prior calendar year.  
( $E47 = D11 - D39$ )  
E48 Annual pounds BOD per year per capita. ( $E48 = E47 / C18$ )  
E49 Daily average pounds BOD per day per capita. ( $E49 = E48 / 365$ )

### **Residential & Commercial Flow & Organics (BOD)**

C53 thru C56 Population per municipality copied from C14 thru C17.  
D53 thru D56 Annual residential and commercial flow in gallons for each municipality.  
(i.e.  $D53 = C53 * E43$ )  
E53 thru E56 Annual residential and commercial flow cost per 1,000 gal. for each municipality.  
(i.e.  $E53 = (D53 / 1,000) * F20$ )  
F53 thru F56 Annual residential and commercial pounds BOD for each municipality.  
(i.e.  $F53 = C53 * E48$ )  
G53 thru G56 Annual residential and commercial cost to treat BOD for each municipality.  
(i.e.  $G53 = F53 * F23$ )

### **Summary of Total O&M Treatment Costs Less Pretreatment Cost**

C61 thru C64 Cost of residential flow per municipality. Numbers copied from E53 thru E56  
D61 thru D64 Cost of residential BOD per municipality. Numbers copied from G53 thru G56  
E61 thru E64 Cost of Industrial flow per municipality. Numbers copied from G27 thru G30  
F61 thru F64 Cost of Industrial BOD per municipality. Numbers copied from F35 thru F38  
G61 thru G64 Cost of allocation totalized per municipality. (i.e.  $G61 = C61 + D61 + E61 + F61$ )

### **Actual Industrial Pretreatment Cost Breakdown**

C69 thru C72 Percentage of Industrial flow per municipality. Numbers copied from E27 thru E30  
D69 thru D72 Percentage of Industrial BOD per municipality. Numbers copied from E35 thru E38  
E69 thru E72 Average percentage per municipality. (i.e.  $E69 = (C69 + D69) / 2$ )  
F69 thru F72 Pretreatment cost allocated to each municipality. (i.e.  $F69 = E69 * D6$ )

### **Combined O&M and Pretreatment Cost Totals & Percentage of Allocation**

G69 thru G72 Total allocated cost to each municipality. (i.e.  $G69 = F69 + G61$ )  
I69 thru I72 Total percentage of allocation to each municipality. (i.e.  $H69 = G69 / G73$ . Rounding to the nearest hundredth (0.00) then adjust to make percentages total equal to 100%.  
G73 Total Operation and Maintenance cost. This amount should equal total in E4.

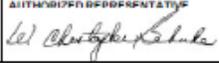
# ATTACHMENT 4

## CAPACITY ALLOCATION WORKSHEET (EXAMPLE)

A	B	C	D	E	F	G	H	I	J	
<b>Water Pollution Control Plant Capacity</b>										
<b>Design Based on 40 MG MWW,</b>		<b>PE Factor</b>	<b>Population Equivalent (PE)</b>	<b>85% PE</b>						
Flow, 40 MG	100 gallons/capita/day		400,000	340,000						
BOD, 65,000 lbs/day	0.17 lbs BOD/capita/day		382,353	325,000						
Total Suspended Solids, 67,200 lbs./day	0.23 lbs. TSS/capita/day		292,174	248,348						
<b>Design Based on 55 MG MWW,</b>		<b>PE Factor</b>	<b>Population Equivalent (PE)</b>	<b>85% PE</b>						
Flow, 55 MG	100 gallons/capita/day		550,000	467,500						
BOD, 89,375 lbs/day	0.17 lbs BOD/capita/day		525,735	446,875						
Total Suspended Solids, 92,400 lbs./day	0.23 lbs. TSS/capita/day		401,739	341,478						
					<b>Percent of Capacity</b>		<b>PE Flow 100%</b>		<b>PE Flow 85%</b>	
<b>2019 Census Data</b>			<b>% of PE Flow 40 MG MWW</b>	<b>% of PE Flow 55 MG MWW</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>
<b>100 gallons/capita/day</b>	<b>Population</b>									
Davenport	102,305		25.58%	18.60%	74.15%	74.15%	296,601	407,826	252,111	346,652
Bettendorf	35,048		8.76%	6.37%	25.40%	25.40%	101,610	139,714	86,369	118,757
Riverdale	481		0.12%	0.09%	0.35%	0.35%	1,395	1,917	1,185	1,630
Panorama Park	136		0.03%	0.02%	0.10%	0.10%	394	542	335	461
<b>Total</b>	<b>137,970</b>		<b>34.49%</b>	<b>25.09%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>400,000</b>	<b>550,000</b>	<b>340,000</b>	<b>467,500</b>
					<b>Percent of Capacity</b>		<b>PE BOD 100%</b>		<b>PE BOD 85%</b>	
<b>2019 Census Data</b>			<b>% of PE Flow 40 MG MWW</b>	<b>% of PE Flow 55 MG MWW</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>
<b>BOD PE @ 0.17 lbs. BOD/capita/day</b>	<b>Population</b>									
Davenport	102,305		26.76%	19.46%	74.15%	74.15%	283,515	389,833	240,988	331,358
Bettendorf	35,048		9.17%	6.67%	25.40%	25.40%	97,128	133,550	82,559	113,518
Riverdale	481		0.13%	0.09%	0.35%	0.35%	1,333	1,833	1,133	1,558
Panorama Park	136		0.04%	0.03%	0.10%	0.10%	377	518	320	440
<b>Total</b>	<b>137,970</b>		<b>36.08%</b>	<b>26.24%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>382,353</b>	<b>525,735</b>	<b>325,000</b>	<b>446,875</b>
					<b>Percent of Capacity</b>		<b>PE TSS 100%</b>		<b>PE TSS 85%</b>	
<b>2019 Census Data</b>			<b>% of PE Flow 40 MG MWW</b>	<b>% of PE Flow 55 MG MWW</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>	<b>40 MWW % PE Flow</b>	<b>55 MWW % PE Flow</b>
<b>TSS PE @ 0.23 lbs. BOD/capita/day</b>	<b>Population</b>									
Davenport	102,305		35.02%	25.47%	74.15%	74.15%	216,648	297,890	184,150	253,207
Bettendorf	35,048		12.00%	8.72%	25.40%	25.40%	74,220	102,052	63,087	86,744
Riverdale	481		0.16%	0.12%	0.35%	0.35%	1,019	1,401	866	1,190
Panorama Park	136		0.05%	0.03%	0.10%	0.10%	288	396	245	337
<b>Total</b>	<b>137,970</b>		<b>47.22%</b>	<b>34.34%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>292,174</b>	<b>401,739</b>	<b>248,348</b>	<b>341,478</b>

# ATTACHMENT 5

## WPCP INSURANCE COVERAGE

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YYYY) 8/6/2019				
<p><b>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.</b></p>						
<p><b>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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></p>						
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	CONTACT NAME: Carol VanHoorebeck, CPCU, CRM PHONE (A/C No., Ext): 563-388-2413      FAX (A/C No.): 563-322-1048 E-MAIL ADDRESS: Carol.Vanhoorebeck@aiq.com					
INSURED City of Davenport 226 West Fourth Street Davenport IA 52801	INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: Atlantic Specialty Insurance Company      27154 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:					
<b>COVERAGES      CERTIFICATE NUMBER: 1991353108      REVISION NUMBER:</b>						
<p>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.</p>						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Pollution Exclud		791-00-18-93-0000	7/1/2019	7/1/2020	EACH OCCURRENCE    \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$ 100,000 MED EXP (Any one person)    \$ PERSONAL & ADV INJURY    \$ 1,000,000 GENERAL AGGREGATE    \$ 2,000,000 PRODUCTS - COMPIOP AGG    \$ 2,000,000 Self Injrd Retention    \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)    \$ BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		791-00-18-93-0000	7/1/2019	7/1/2020	EACH OCCURRENCE    \$ 20,000,000 AGGREGATE    \$ 20,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT    \$ E.L. DISEASE - EA EMPLOYEE    \$ E.L. DISEASE - POLICY LIMIT    \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
For Information 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 		



ARTHUR J GALLAGHER RISK MNGT SERV INC  
220 EMERSON PL STE 200  
DAVENPORT, IA 52801-1699

Agency Phone: (563) 322-3521

NFIP Policy Number: 0000089124  
Company Policy Number: 0000089124  
Agent: ARTHUR J GALLAGHER RISK MNGT SERV INC

Policy Term: 02/26/2019 12:01 AM through 02/26/2020 12:01 AM  
Renewal Billing Payor: INSURED

To report a claim visit or call us at: www.myselectiveflood.com (877) 348-0552

## RENEWAL FLOOD INSURANCE POLICY DECLARATIONS

STANDARD POLICY - GENERAL PROPERTY FORM

**DELIVERY ADDRESS**

CITY OF DAVENPORT  
C/O JIM FORSYTH  
226 WEST FOURTH STREET  
DAVENPORT, IA 52801

**INSURED NAME(S) AND MAILING ADDRESS**

CITY OF DAVENPORT  
C/O JIM FORSYTH  
226 WEST FOURTH STREET  
DAVENPORT, IA 52801

**COMPANY MAILING ADDRESS**

Selective Ins Co of the Southeast  
PO BOX 782747  
PHILADELPHIA, PA 19178-2747

**PROPERTY LOCATION**

CONTROL BUILDING  
2606 S CONCORD  
DAVENPORT, IA 52802

DESCRIPTION: N/A

**RATING INFORMATION**

ORIGINAL NEW BUSINESS DATE: 02/26/1999  
REINSTATEMENT DATE: N/A  
BUILDING OCCUPANCY: NON-RESIDENTIAL - BUSINESS  
CONDOMINIUM INDICATOR: NOT A CONDO  
NUMBER OF UNITS: N/A  
PRIMARY RESIDENCE: NO  
ADDITIONS/EXTENSIONS: N/A  
BUILDING TYPE: TWO FLOORS  
BASEMENT/ENCLOSURE/CRAWLSPACE TYPE: UNFINISHED BASEMENT

DATE OF CONSTRUCTION: 06/01/1975  
COMMUNITY NUMBER: 190242 0000 B REGULAR PROGRAM  
COMMUNITY NAME: DAVENPORT, CITY OF  
CURRENT FLOOD ZONE: AE  
GRANDFATHERED: NO  
FLOOD RISK/RATED ZONE: AE  
ELEVATION DIFFERENCE: N/A  
ELEVATED BUILDING TYPE: NON-ELEVATED

**MORTGAGEE / ADDITIONAL INTEREST INFORMATION**

FIRST MORTGAGEE:

LOAN NUMBER: N/A

SECOND MORTGAGEE:

LOAN NUMBER: N/A

ADDITIONAL INTEREST:

LOAN NUMBER: N/A

DISASTER AGENCY:

CASE FILE NUMBER: N/A

DISASTER AGENCY:

**PREMIUM CALCULATION — Pre-FIRM Subsidized**

	COVERAGE	DEDUCTIBLE	BASIC COVERAGE	BASIC RATE	ADD'L COVERAGE	ADD'L RATE	DED. DISCOUNT/SURCHARGE	PREMIUM
BUILDING	\$193,000	\$5,000	\$175,000	1.990	\$18,000	3.450	(\$287.00)	\$3,817.00
CONTENTS	\$193,000	\$5,000	\$150,000	3.740	\$43,000	3.110	(\$486.00)	\$6,461.00

Coverage limitations may apply. See your policy form for details.

	Standard
ANNUAL SUBTOTAL:	\$10,278.00
INCREASED COST OF COMPLIANCE:	\$75.00
COMMUNITY RATING DISCOUNT: 10%	(\$1,035.00)
RESERVE FUND ASSESSMENT: 15.0%	\$1,398.00
PROBATION SURCHARGE:	\$0.00
ANNUAL PREMIUM:	\$10,716.00
HFIAA SURCHARGE:	\$250.00
FEDERAL POLICY SERVICE FEE:	\$50.00
TOTAL:	\$11,016.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

  
Michael H. Larso / Secretary

  
Gregory E. Murphy / Chairman

**Zero Balance Due - This Is Not A Bill**

Declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Policy issued by Selective Ins Co of the Southeast

Company NAIC: 39926



ARTHUR J GALLAGHER RISK MNGT SERV INC  
220 EMERSON PL STE 200  
DAVENPORT, IA 52801-1699

Agency Phone: (563) 322-3521

NFIP Policy Number: 0000093011  
Company Policy Number: 0000093011  
Agent: ARTHUR J GALLAGHER RISK MNGT SERV INC

Policy Term: 06/03/2019 12:01 AM through 06/03/2020 12:01 AM  
Renewal Billing Payor: INSURED

To report a claim visit or call us at: www.myselectiveflood.com (877) 348-0552

**RENEWAL FLOOD INSURANCE POLICY DECLARATIONS**

STANDARD POLICY - GENERAL PROPERTY FORM

DELIVERY ADDRESS	INSURED NAME(S) AND MAILING ADDRESS
CITY OF DAVENPORT C/O JIM FORSYTH 226 WEST FOURTH STREET DAVENPORT, IA 52801	CITY OF DAVENPORT C/O JIM FORSYTH 228 WEST FOURTH STREET DAVENPORT, IA 52801



COMPANY MAILING ADDRESS	PROPERTY LOCATION
Selective Ins Co of the Southeast PO BOX 782747 PHILADELPHIA, PA 19178-2747	2707 RAILROAD AVE COMPOST FACILITY DAVENPORT, IA 52802

Refer to [www.fema.gov/cost-of-flood](http://www.fema.gov/cost-of-flood) for more information about flood risk and policy rating. DESCRIPTION: N/A

RATING INFORMATION		DESCRIPTION	
ORIGINAL NEW BUSINESS DATE:	06/03/1999	DATE OF CONSTRUCTION:	01/01/1994
REINSTATEMENT DATE:	N/A	COMMUNITY NUMBER:	190242 0460 F REGULAR PROGRAM
BUILDING OCCUPANCY:	NON-RESIDENTIAL - BUSINESS	COMMUNITY NAME:	DAVENPORT, CITY OF
CONDOMINIUM INDICATOR:	NOT A CONDO	CURRENT FLOOD ZONE:	AE
NUMBER OF UNITS:	N/A	GRANDFATHERED:	NO
PRIMARY RESIDENCE:	NO	FLOOD RISK/RATED ZONE:	AE
ADDITIONS/EXTENSIONS:	N/A	ELEVATION DIFFERENCE:	2
DWING TYPE:	TWO FLOORS	ELEVATED BUILDING TYPE:	NON-ELEVATED
BASEMENT/ENCLOSURE/CRAWLSPACE TYPE:	UNFINISHED BASEMENT		

MORTGAGEE / ADDITIONAL INTEREST INFORMATION		
FIRST MORTGAGEE:		LOAN NUMBER: N/A
SECOND MORTGAGEE:		LOAN NUMBER: N/A
ADDITIONAL INTEREST:		LOAN NUMBER: N/A
DISASTER AGENCY:		CASE FILE NUMBER: N/A DISASTER AGENCY:

PREMIUM CALCULATION --								Standard
	COVERAGE	DEDUCTIBLE	BASIC COVERAGE	BASIC RATE	ADD'L COVERAGE	ADD'L RATE	DED. DISCOUNT/SURCHARGE	PREMIUM
BUILDING	\$500,000	\$5,000	\$175,000	0.280	\$325,000	0.100	(\$90.00)	\$725.00
CONTENTS	\$500,000	\$5,000	\$150,000	0.220	\$350,000	0.120	(\$82.00)	\$668.00

Coverage limitations may apply. See your policy form for details.

ANNUAL SUBTOTAL:	\$1,393.00
INCREASED COST OF COMPLIANCE:	\$6.00
COMMUNITY RATING DISCOUNT: 10%:	(\$140.00)
RESERVE FUND ASSESSMENT: 15.0%:	\$189.00
PROBATION SURCHARGE:	\$0.00
ANNUAL PREMIUM:	\$1,448.00
HFIAA SURCHARGE:	\$250.00
FEDERAL POLICY SERVICE FEE:	\$50.00
TOTAL:	\$1,748.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

Michael H. Lanza / Secretary

Gregory E. Murphy / Chairman

**Zero Balance Due - This Is Not A Bill**

Policy issued by Selective Ins Co of the Southeast Company NAIC: 39926

**SELECTIVE**  
BE UNIQUELY INSURED™

ARTHUR J GALLAGHER RISK MNGT SERV INC  
220 EMERSON PL STE 200  
DAVENPORT, IA 52801-1699

Agency Phone: (563) 322-3521

NFIP Policy Number: 0000097890  
Company Policy Number: 0000097890 *Compost office*  
Agent: WITHER J GALLAGHER RISK MGMT SVS INC

Policy Term: 09/03/2019 12:01 AM through 09/03/2020 12:01 AM  
Renewal Billing Payor: INSURED

To report a claim visit or call us at: [www.myselectiveflood.com](http://www.myselectiveflood.com)  
(877) 348-0552

**RENEWAL FLOOD INSURANCE POLICY DECLARATIONS**

STANDARD POLICY - GENERAL PROPERTY FORM

DELIVERY ADDRESS	INSURED NAME(S) AND MAILING ADDRESS
CITY OF DAVENPORT C/O JIM FORSYTH 226 WEST FOURTH STREET DAVENPORT, IA 52801	CITY OF DAVENPORT C/O JIM FORSYTH 226 WEST FOURTH STREET DAVENPORT, IA 52801



COMPANY MAILING ADDRESS	PROPERTY LOCATION
Selective Ins Co of the Southeast PO BOX 782747 PHILADELPHIA, PA 19178-2747	2707 RAILROAD AVE OFFICE BLDG DAVENPORT, IA 52802

Refer to [www.fema.gov/cost-of-flood](http://www.fema.gov/cost-of-flood) for more information about flood risk and policy rating.

DESCRIPTION: N/A

RATING INFORMATION		DATE OF CONSTRUCTION:	
ORIGINAL NEW BUSINESS DATE:	09/03/1998	01/01/1984	
REINSTATEMENT DATE:	N/A	COMMUNITY NUMBER:	190242 0460 F REGULAR PROGRAM
BUILDING OCCUPANCY:	NON-RESIDENTIAL - BUSINESS	COMMUNITY NAME:	DAVENPORT, CITY OF
CONDOMINIUM INDICATOR:	NOT A CONDO	CURRENT FLOOD ZONE:	AE
NUMBER OF UNITS:	N/A	GRANDFATHERED:	NO
PRIMARY RESIDENCE:	NO	FLOOD RISK/RATED ZONE:	AE
ADDITIONS/EXTENSIONS:	N/A	ELEVATION DIFFERENCE:	3
BUILDING TYPE:	ONE FLOOR	ELEVATED BUILDING TYPE:	NON-ELEVATED
CEMENT/ENCLOSURE/CRAWLSPACE TYPE:	NO BASEMENT		

MORTGAGEE / ADDITIONAL INTEREST INFORMATION	
FIRST MORTGAGEE:	LOAN NO: N/A
SECOND MORTGAGEE:	LOAN NO: N/A
ADDITIONAL INTEREST:	LOAN NO: N/A
DISASTER AGENCY:	CASE NO: N/A DISASTER AGENCY:

PREMIUM CALCULATION —								Standard
	COVERAGE	DEDUCTIBLE	BASIC COVERAGE	BASIC RATE	ADDL COVERAGE	ADDL RATE	DED. DISCOUNT/SURCHARGE	PREMIUM
BUILDING	\$146,400	\$5,000	\$146,400	0.310	\$0	0.160	(\$50.00)	\$404.00
CONTENTS	\$24,400	\$5,000	\$24,400	0.220	\$0	0.120	(\$6.00)	\$48.00

Coverage limitations may apply. See your policy form for details.

ANNUAL SUBTOTAL:	\$452.00
INCREASED COST OF COMPLIANCE:	\$6.00
COMMUNITY RATING DISCOUNT: 10%	(\$46.00)
RESERVE FUND ASSESSMENT: 15.0%	\$62.00
PROBATION SURCHARGE:	\$0.00
ANNUAL PREMIUM:	\$476.00
HFAIA SURCHARGE:	\$250.00
FEDERAL POLICY SERVICE FEE:	\$50.00
TOTAL:	\$776.00

IN WITNESS WHEREOF, I have signed this policy below and enter in to this Insurance Agreement

*Michael H. Larza*  
Michael H. Larza / Secretary

*Gregory E. Murphy*  
Gregory E. Murphy / Chairman

**Zero Balance Due - This is Not A Bill**

This declarations page along with the Standard Flood Insurance Policy Form constitutes your flood insurance policy.

Policy issued by Selective Ins Co of the Southeast

Company NAIC: 39925