



April 1, 2017

Iowa Department of Natural Resources
Attn: Jon C. Tack
Water Quality Bureau Chief
Wallace State Office Building
502 East 9th Street
Des Moines, IA 50319

DAVENPORT, IOWA

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

ADMINISTRATIVE CONSENT ORDER NO. 2013-WW-07 MARCH 14, 2013

ANNUAL REPORT – APRIL 2017

This letter report is the 2017 Annual Report for the Joint Use of Sanitary Sewers and Sewage Disposal Facilities Administrative Order, 2013 (AO). This report is to communicate the progress towards complying with the Administrative Order for the purpose of upgrading the Davenport Water Pollution Control Plant (WPCP) 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 as defined in the AO. It should be noted that Davenport and Bettendorf have seen reduced sewer backups and overflows. It appears the cumulative effect of the improvements is making marked reductions in overflows and WPCP flows during certain events.

Davenport has reported only 29 backups in 2016 versus 123 backups in 2015. Bettendorf has reported zero overflows/pumping in 2017 and over 70% reduction in pumping in 2016 versus 2015.

PROGRESS OVERVIEW

Order Number and Name	AO Completion Date	Status
AO1 Cleaning and Televising of Interceptor Sewers	July 1, 2018	Conditions assessment complete – TM 9.8 and TM 11.1
AO2 Install and Maintain Permanent SS Meters	July 1, 2013	100% complete
AO3 Removal of I/I Sources from Interceptor Sewers	July 1, 2018	On-going
AO4 Submit Permit Application for WPC Optimization	January 1, 2015	Application initially sent 12/2014; revised Facility Plan & Permit schedules approved 9/25/2015
AO5 WPC Optimization Construction Substantially Complete	July 1, 2017	Under construction with substantial completion date 7/1/2017
AO6 DNR Meeting to review/discuss future CS Imp projects	December 1, 2018	

Order Number and Name	AO Completion Date	Status
AO7 Agreement identifying CS Improvement Projects	December 31, 2018	
AO8 Submit Permit Applications for CS Imp per AO1	July 1, 2019	
AO9 Submit Permit Applications for CS Imp per AO3	December 31, 2019	
AO10 Submit Permit Application for WPC Disinfection Imp	January 1, 2019	
AO11 WPC Disinfection Construction Substantially Complete	July 1, 2021	
AO12 CS Improvement Projects per AO7 Completed	December 31, 2021	
AO13 WPC Compliance with applicable effluent limitations	October 1, 2021	
AO14 Submit Permit Application for EQ Basin (or other)	July 1, 2023	
AO15 EQ Basin Construction Substantially Complete	July 1, 2025	
AO16 Submittal of Annual Progress Reports (Each April 1)	January 31, 2026	Annual reports provided since 2013
AO17 WPC Compliance with 567 IAC 63.6 & other	July 1, 2026	

DETAILED COMPLETED ACTIVITY LIST FOR THIS PERIOD

- General
 - Attached are appendices to this report as follows:
 - Appendix A – Listing of Technical Memorandums completed by the Veenstra & Kimm, Inc. team for the Wet Weather Improvements.
 - Appendix B – Joint Contract Sewerage Committee Progress Report.
 - Appendix C – “Draft” Joint Use 28E is currently being reviewed by Joint Use Cities attorneys and city managers.
- AO1 Cleaning and Televising of Interceptor Sewers
 - 1930's Interceptor Sewer, Davenport, Iowa - Issued TM 9.7 – 1930's Priority Area Investigation Find & Fix, June 23, 2016.
- AO2 Install and Maintain Permanent SS Meters
 - All six meters are operating and calibrated.
 - Flow data is matched to rainfall and river gage data and provided to all Joint Use Cities weekly.
 - Flow meters are constantly requiring maintenance due to surcharging and flood conditions that cause limited life of portions of the meters.
- AO3 Removal of I/I Sources to Interceptor Sewers
 - Provided an update to the Joint Use Sewer Contract Committee on future costs associated with the Interceptor Sewer System (March 2017).
 - Davenport Manhole Rehabilitation Program – 2017
 - Permit No. 2017-0043-S – 400 manholes rehabilitated or replaced throughout the City

- Davenport Sewer Lining Program 2016/2017
 - Permit No. 2016-0384-S – Approximately 4,000 lf of lining pipe from 6" to 36" diameter
- Sewer replacement
 - Permit No. S2017-0140-A – 500' of 8" sewer replacement south of West Kimberly Road
- West River Drive Relief Sewer
 - Permit No. 2017-023-S – Approximately 360' of 8" sewer to eliminate 800' of 27" sewer in floodplain with leaking joints
- Davenport Brady Street Sewer Improvements
 - Sanitary and storm sewer improvements related to the Brady Street Rehabilitation project.
 - Eliminated storm/sanitary cross connections.
 - Lined portions of sanitary sewer (4,000 lf).
 - Replaced manholes and intakes.
 - Complete point repairs on broken sewer.
 - About \$2M in sanitary and storm sewer improvements.
- River Intrusion Find and Fix for Davenport collections below 2nd Street is under design and will start construction in 2017.
- AO4 Submit Permit Application for WPC Optimization
 - Facility Plan/Construction Permit for the Optimization project obtained September 25, 2015.
 - Project construction contract was awarded to Leander Construction, Inc. on November 19, 2015.
- AO5 WPC Optimization Construction Substantially Complete
 - Optimization project is about 75% complete and the Contractor is pushing for substantial completion by July 1, 2017. High river flows have slowed some work. Attachment Appendix B shows some progress photos as provided to the Joint Use Contract Committee. Below is a summary of progress:
 - Aeration Basin improvements – substantially complete
 - Primary Clarifier improvements – substantially complete
 - RAS pumping – substantially complete
 - WAS pumping – substantially complete
 - Traveling Bar Screens/building – 75% complete
 - Power Distribution Center – 75% complete
 - Raw Sewage Pump Station – 25% complete

PLANNED ACTIVITY LIST FOR FUTURE REPORTING PERIOD (April 1, 2017 – March 31, 2018)

- AO1 Cleaning and Televising of Interceptor Sewers
 - Majority of cleaning and televising of the interceptors is complete.
 - Isolated locations that were unable to be cleaned are being eliminated. Plans are ongoing.
- AO2 Install and Maintain Permanent SS Meters
 - All meters are operating and collecting data.
 - Data is matched with rainfall and river level and utilized to determine flow patterns.

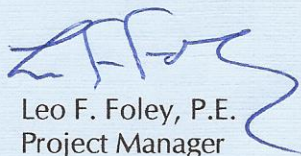
- AO3 Removal of I/I Sources to Interceptor Sewers
 - River Intrusion Sanitary Sewer Rehabilitation - \$1.9M of improvements to be constructed late 2017.
 - Veenstra & Kimm, Inc.'s team has completed preliminary design of 1930's alternative to eliminate the 1930's Interceptor and utilize the 1970's sewer with direct connections. A contract to complete final plans and subsequent construction will be executed in 2017. The project "1930's Interceptor Flow Diversion" is a \$9M project that could eliminate and/or reduce significant flows that enter the 1970's Interceptor during high river events.
 - Davenport Collection Sewers Improvement Program
 - Davenport – The City of Davenport is utilizing sewer basin I/I reports and staff analysis of problem areas to prioritize funding of improvements. The I/I reports primarily involve manhole rehabilitation, sewer lining, cross connection removal and sewer replacement. Each of the four mentioned programs has been funded with a minimum of \$1M per year for the next five years.

- AO5 WPC Optimization Construction Substantially Complete
 - Project construction is moving forward and it is anticipated the project will be substantially complete by July 1, 2017.

- AO16 Submittal of Annual Progress Reports (Each April 1)
 - Submit Annual Report (April 1, 2018).

Please contact the undersigned at 309-786-7590 if you have any questions regarding this project.

VEENSTRA & KIMM, INC.


Leo F. Foley, P.E.
Project Manager

LFF/gfd
22262
cc:

Brian Schadt – City of Davenport
Brian Schmidt – City of Bettendorf
Marti Ahlgren – City of Panorama Park
Sonya Paddock, Mayor – City of Riverdale
IDNR Field Office #6 – Washington, Iowa
Ted Payseur – V&K, Inc.
John Borghesi – CH2M HILL

APPENDIX A

TECHNICAL MEMORANDUMS LISTING

**DAVENPORT, IOWA
EQ BASIN & WET WEATHER PLANNING
TECHNICAL MEMORANDUMS**

<u>TM #/ Project #</u>	<u>Description</u>	<u>Date</u>
5.1 / 22236	Riverfront Interceptor Characterization: Capacity and Flow	7/13/2012
5.3 / 22236	Task 5 – Riverfront Interceptor Characterization: Phase I Conditions Assessment	1/18/2013
6.4 / 22237	Hydraulic Capacity, Wet Weather Treatment Capacity, and Wet Weather Flow Management	11/13/2012
6.5 / 22237	Secondary Clarifier Testing Plan	6/12/2012
6.7 / 22237	Alternatives Development for Wet Weather Flow Management	3/5/2013
8.1 / 22239	Continuous Flow Model Tool Definition, Confirmation & Utilization	9/24/2012
9.1 / 22242	Eastern Interceptor – High River Inflow Investigation	9/18/2013
9.2 / 22241	Government Interceptor Storm Box Flushing Operation	12/19/2013
9.4 / 22240	Diversion and Cross Connection Structures Evaluations	5/13/2015
9.6 / 22244	GIS Database Update	12/19/2013
9.7 / 22243	1930's Priority Area Investigation Find & Fix	6/23/2016
9.8 / 22245	1930's Interceptor Sewer Televising Results	3/11/2016
10.1 / 22247	Raw Sewage Pumping Improvements Project Definition	9/18/2013
10.2 / 22247	Traveling Bar Screen Project Definition	7/7/2014
10.3 / 22247	Primary Clarifiers	9/18/2013
10.4 / 22247	Aeration Basin Improvements Project Definition	9/18/2013
10.5 / 22247	WAS Pump Improvements Project Definition	9/18/2013
10.6 / 22247	RAS Pump Project Definition	9/18/2013
10.7 / 22247	Flow Monitoring Improvements Project Definition	12/13/2013
11.1 / 22258	96" Interceptor TV and Inspection from RN1-RN15	3/23/2015
11.2 / 22258	96" Interceptor Sewer - Manhole Inspections from RN2-RN15	12/2014

APPENDIX B

JOINT USE CONTRACT SEWERAGE COMMITTEE PROGRESS REPORT

**WATER POLLUTION CONTROL PLANT
OPTIMIZATION PROJECT**

EXAMPLE CONSTRUCTION PROGRESS PHOTOS

Winter 2016 – Spring 2017



POWER DISTRIBUTION CENTER



PDC building being installed



PDC installed on pad



PDC interior

TRAVELING BAR SCREEN



Demolition of existing TBS



Construction of new TBS building



Construction of new TBS building

AERATION IMPROVEMENTS



Aeration system improvements



West aeration system improvements



West aeration system improvements



Aeration system – mixer installation

CLARIFIER IMPROVEMENTS



Clarifier rehabilitation



Clarifier rehabilitation

RAW SEWAGE PUMP STATION



Raw sewage pump motors



Raw sewage pump motors



36" discharge pipes

APPENDIX C

DRAFT JOINT USE 28E AGREEMENT

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
OPERATIONS, MAINTENANCE AND IMPROVEMENTS
FOR THE JOINT USE SANITARY SEWERS
AND REGIONAL WATER POLLUTION CONTROL PLANT

March 2017

DRAFT

TABLE OF CONTENTS

Article I	General
Article II	Definition of the Project
Article III	Maintenance, Operations and Improvements
Article IV	Use of System and Charges
Article V	Metering and Sampling
Article VI	Joint Use Contract Committee
Article VII	Joint Use Technical Committee (Sub-committee of Joint Use Contract Committee)
Article VIII	Miscellaneous
Attachment 1	Interceptor Map
Attachment 2	Administrative Order
Attachment 3	Water Pollution Control Plant Cost Allocation FY 2017
Attachment 4	Permanent Flow Meter Location Map

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
OPERATIONS, MAINTENANCE AND IMPROVEMENTS
FOR THE JOINT USE SANITARY SEWERS AND REGIONAL WATER POLLUTION CONTROL
PLANT

March 2017

This agreement is made and entered into between and among the City of Davenport, Iowa, the City of Bettendorf, Iowa, the City of Riverdale, Iowa, and the City of Panorama Park, Iowa, (all parties being hereinafter called the "municipalities"), witnesseth:

ARTICLE I GENERAL

Pursuant to the provisions of Chapter 28E and 392 of the 1973 Code of Iowa the municipalities hereby contract and agree to jointly construct, acquire, maintain and use certain sanitary sewers and appurtenances thereto and a sewage treatment facility and to pay the costs thereof and to pay annual charges for the maintenance, operation, use and improvements of the same and provide for the financing thereof all as is more particularly set forth herein.

ARTICLE II DEFINITION OF THE PROJECT

1. The sanitary sewers and sewage treatment plant to be maintained, operated used and improved under the provisions hereof shall be those shown in Attachment 1 and described below. Whenever used herein the term "sanitary sewers" shall mean and include all appurtenances thereto including metering, interceptor connections and such other apparatus and devices as are necessary to carry out the project and the terms of this agreement.

- a. Water Pollution Control Plant – 2606 South Concord Street, Davenport, Iowa
- b. Compost Facility – 2707 Railroad Avenue, Davenport, Iowa

- c. 1970's Interceptor – from manhole 13333 (located in Bettendorf) flowing 12.2 miles through Panorama Park, Riverdale, Bettendorf and Davenport, Iowa
- d. Cross Connection between 1930's and 1970's Interceptor
- e. All assets listed in Article II 1(a), (b), (c), and (d) shall be collectively referred to as the "System".

2. The sanitary sewers and sewage treatment infrastructure shall be operated, maintained and improved to treat sewage and meet NPDES permit requirements, Administrative Order (Attachment 2) requirements and approved Joint Use Sewerage Committee requests.

3. Each of the four communities will pay for maintenance, operations, use and improvements of infrastructure 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 but all costs will be shared based on the percentages agreed upon and approved by the Joint Use Sewerage Committee. With the prior approval of the Joint Use Sewerage Committee, the responsibilities of the City of Davenport in this section may be transferred to one of the other three communities, such as when a capital project will be solely located within the boundaries of another city.

4. All communities are responsible for collection sewers in their jurisdiction from the interceptor connection throughout the individual city collection system.

ARTICLE III MAINTENANCE, OPERATIONS AND IMPROVEMENTS

1. Maintenance, operation and use costs shall include all costs necessary to utilize the system as designed to its maximum extent for the designed lifetime of the system. The sanitary sewers and sewage treatment infrastructure shall be operated, maintained and improved to treat sewage and meet NPDES permit requirements, Administrative Order requirements and approved Joint Use Sewerage Committee requests. Maintenance, operation and use expense shall not include expansion of the system or any part

thereof beyond the commitment of the Administrative Order unless agreed upon by the Joint Use Sewerage Committee.

2. The apportionment among the municipalities of the maintenance, operation and use costs of the sewage treatment plant shall be based upon strength and volume according to the formula presented by the Water Pollution Control Plant Manager and approved annually by the Joint Use Sewerage Committee. Testing shall be as prescribed in "Standard Methods For Examination Of Water And Wastewater". Apportionment for improvements, maintenance, operation and use costs shall be by estimate and shall be presented annually for approval by the Joint Use Sewerage Committee, as demonstrated in Attachment 3 herein. The year shall be defined as the municipal calendar year beginning July 1 and ending June 30. The annual cost for maintenance, and operation and use of the sanitary sewers shall be apportioned in the same manner as approved by the Joint Use Sewerage 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.

3. All payments owed to the City of Davenport or any other municipality shall be paid within 45 days of receipt of invoices. Disputes over amounts owed shall be subject to resolution pursuant to Article VIII, Section 5. Late payments may be assessed a late penalty of 10% interest annually.

ARTICLE IV 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 of improvements, acquisition, operation and maintenance of the system. All municipalities shall pass and maintain the same industrial waste and surcharge ordinances, which shall first be approved by the Joint Use Sewerage Committee. The ordinances may be changed only with the consent and approval of the joint contract committee. Metering, sampling and testing under such ordinances shall be performed by the Water Pollution Control Plant 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 50 houses or any commercial/industrial development that will increase flows and loadings shall be reported at the monthly Joint Use Sewerage working committee as described in Article VII.

3. Industrial permits are the property of each community where the industry resides. Therefore, if an industry leaves, the unused capacity is considered capacity of the Water Pollution Control Plant and can be utilized with the recommendation of the Joint Use Technical Committee. The Technical Committee can be overridden by the Joint Use Contract Committee.

ARTICLE V METERING AND SAMPLINGS

1. Flow meters and sampling stations have been installed at the following locations:

- a. Sewage Treatment Plant
- b. Permanent flow meters at manholes RN-3, J-2, 10071, 10871, 10964 and 10928 shown on Attachment 4.
- c. Wherever required by virtue of the industrial waste or surcharge ordinances.

2. The Water Pollution Control Plant Manager shall perform all flow and strength tests necessary under this agreement. The cost of maintenance, operation and use of flow meters and sampling stations shall be apportioned in the same manner as the current maintenance, operation and use expenses of the sewage treatment plant. The frequency of taking of composite samples shall be as directed by the joint contract 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 VI JOINT USE CONTRACT COMMITTEE

1. There is hereby established a joint contract committee consisting of:
 - a. The Mayor of each municipality;
 - b. A member of or appointment by the City Council of each municipality;
 - c. The Directors of Public Works of the Cities of Davenport and Bettendorf;
 - d. The Directors of Finance for the Cities of Davenport and Bettendorf;
 - e. The Water Pollution Control Plant Manager.
2. The purpose, powers, duties and functions of the joint contract committee shall be to:
 - a. Meet annually on or before the first day of March of each calendar year to determine the annual proportionate reallocation of the amortization cost of construction of the sewage treatment plant; 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. Review records and determine record keeping procedures;
 - c. Determine billing and payment schedules;
 - d. Review and recommend any changes to this contract agreement;
 - e. Determine the method and manner of metering, sampling and testing required or permitted by the terms of this agreement;
 - f. Perform all other duties and responsibilities placed upon it by the other provisions of this contract.
3. The organization of the joint contract committee shall be as follows:
 - a. The governing body of each municipality executing this joint contract shall within 30 days from the date of execution hereof appoint one of its members as its representative on the joint contract committee. Written notice of such appointment shall be given by the clerk of each appointing municipality to the clerk of the City of Davenport.
 - b. Thereafter the Mayor of the City of Davenport shall promptly give at least 15 days written notice to each municipal representative to the joint contract committee of the date, time and place

of the organization meeting of said committee. At such organization meeting the committee shall elect from among its members a temporary chairman to preside over its meetings until a permanent chairman has been elected. At such organization meeting, or as soon thereafter as may be convenient, the committee shall adopt rules, regulations or by-laws providing for the holding and conduct of regular and special meetings of the joint contract committee, and containing other appropriate provisions for the transaction of business and the duties and powers of the chairman and such other officers as may be appointed, which rules, regulations or by-laws may be amended by the committee from time to time. Such rules, regulations or by-laws shall provide for the holding of a meeting for election of officers on or before April 1st of each calendar year.

c. A member of the committee may resign therefrom by giving written notice of such resignation to the chairman of the joint 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 committee written notice of removal of its representative.

d. All actions of the joint 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 committee.

ARTICLE VII JOINT USE TECHNICAL COMMITTEE

1. There is hereby established a subcommittee of the Joint Use Contract Committee named the Joint Use Technical Committee consisting of:

a. A technical representative from each of the Joint Use municipalities.

b. A financial or capital improvements representative from each of the Joint Use municipalities.

c. The Water Pollution Control Plant Manager.

2. The purpose, power, duties and functions of the Joint Use Technical Committee shall be to meet bi-monthly to:

- a. Review monthly IDNR reports provided by the Water Pollution Control Plant Manager.
- b. Review new residential, commercial and industrial plats 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 monthly billings for approved improvements, operations and maintenance of the Joint Use sanitary sewers and Regional Water Pollution Control Plant.
- e. Make recommendations to the Joint Use Contract Committee.

3. The organization of the Joint Use Technical Committee shall be as follows:

- a. The governing body of each municipality executing this joint contract shall within 30 days from the date of execution hereof appoint one of its members as its representative on the joint contract committee. Written notice of such appointment shall be given by the clerk of each appointing municipality to the clerk of the City of Davenport.
- b. Thereafter Water Pollution Control Plant Manager or his designee shall promptly give notice to each municipal representative to the Joint Use Technical Committee of the date, time and place of the organization meeting of said committee. At such organization meeting the Water Pollution Control Plant Manager shall preside over meetings.
- c. A member of the committee may resign therefrom by giving written notice of such resignation to the chairman of the joint 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 committee written notice of removal of its representative.

ARTICLE VIII MISCELLANEOUS

1. The surcharge ordinances hereinbefore referred to will set up definite limits of B.O.D., suspended solids and flow. If there is from time to time sufficient capacity in the sewage treatment plant, each municipality may reach agreement with industries to accept any flow above and beyond these definite limits provided that said agreement shall first be approved by the joint contract committee which committee shall determine at the time of giving approval when such industries which have flows above the defined limits will be required to reduce their loads.

2. No municipality shall, without the consent of the other municipalities, withdraw from this agreement to improve, operate and maintain the Joint Use Sewers and Regional Water Pollution Control Plant for a period of twenty years. After such time any municipality may withdraw at any time upon giving of one year notice within 30 days prior to July 1 of any calendar year provided, however, that if; at a future time, the sewage treatment plant to be constructed hereunder shall be closed and abandoned, each withdrawn municipality shall be and remain liable to the City of Davenport for the cost of closing and demolishing of said plant in the same proportion as such municipality contributed to the construction thereof.

3. 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.

4. The obligations of each municipality hereunder shall be specifically enforceable by any municipality upon application to the District Court in and for Scott County, Iowa.

5. In the event any of the municipalities shall fail or refuse to make any payments or incur an obligation required hereunder because of disagreement with the decisions of the joint contract committee or disagreement concerning the interpretation of this agreement and if such disagreement shall continue over a period of not less than 48 hours, it shall be the duty of the municipalities in disagreement to submit such dispute to arbitration. Thereupon each governing body of said municipalities shall select a disinterested representative who shall be a registered engineer. More than one municipality may select the same arbiter. If the arbiters selected are even in number then the arbiters selected shall appoint an

additional arbiter. The joint contract committee shall by resolution adopt rules concerning procedures to be followed to commence an arbitration proceeding hereunder. The joint contract committee shall have the power to order the municipalities to submit an issue to arbitration. The arbiters selected shall constitute an arbitration board to make investigation and reach an agreement which shall be binding upon all of said municipalities. The cost of such procedures shall be apportioned among the municipalities by the arbiters.

6. Each municipality shall save and hold the other municipalities harmless from and against any and all claims for damages arising out of the use and operation of the system within each such City. However, the cost of liability and casualty insurance covering the sewage treatment plant and site, testing and sampling of the system shall be considered a cost of operation of the treatment plant.

7. It is anticipated that loan or funding assistance from the State of Iowa or Federal Government may be available for the construction of the Project. If such funding is received it shall be apportioned according to the cost of the Project, including the cost of the acquisition of the land and any easements.

In witness whereof each municipality, pursuant to authority granted by its governing body, has caused this agreement to be executed on its behalf by its Mayor and attested by its City Clerk, all as of the ___ day of _____, 20__.

ATTEST:

CITY OF DAVENPORT

CITY OF BETTENDORF

CITY OF RIVERDALE

CITY OF PANORAMA PARK

DRAFT

ATTACHMENT 1

INTERCEPTOR MAP

DRAFT

ATTACHMENT 2

ADMINISTRATIVE ORDER

DRAFT

ATTACHMENT 3

WATER POLLUTION CONTROL PLANT
COST ALLOCATION FY 2017

DRAFT

ATTACHMENT 4

PERMANENT FLOW METER LOCATION MAP

DRAFT